CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Monday, July 7, 2025

4:00 PM – Special Meeting - Cancelled
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, July 7, 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, July 7, 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

Chaplain Syliva Espinoza-Pool with the Law Enforcement Chaplaincy Sacramento will give the invocation.

5. PRESENTATIONS

5.1. Annual Mosquito and West Nile Virus Update Presented by the Sacramento-Yolo Mosquito & Vector Control District.

5.2. Shining a Light on Service: Spring Service Day Highlights in Rancho Cordova – May 17, 2025.

5.3. Council Member Joe Little's Birthday on June 18, 2025.

5.4. Mayor Siri Pulipati's Birthday on July 6, 2025.

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 June 2, 2025, the Special Meeting of June 24, 2025, and the Special Meeting of July 2, 2025.
Recommendation: Adopt the minutes.

9.2. **Subject:** Second Reading of an Ordinance Amending the Folsom Boulevard Specific Plan Chapter 5 "Opportunity Sites."
Recommendation: Waive the second reading and adopt the Ordinance.

9.3. **Subject:** Annual Compliance Review of Development Agreements.

Recommendation: Receive and file.

9.4. **Subject:** A Resolution to Approve the Appointment of an Additional Alternate Representative for the City of Rancho Cordova to the Governing Board of the Sacramento Central Groundwater Authority.
Recommendation: Adopt the Resolution.

9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-166 with R.E.Y. Engineers, Inc. in an Amount not to Exceed of $1,692,538.00 for Engineering and Design Services for the Lincoln Village Pavement Rehabilitation Project.
Recommendation: Adopt the Resolution.

9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-162 in an Amount not to Exceed $7,187,878.00 with Ghilotti Bros., Inc. to Construct Phase 2 of the Countryside Neighborhood Street Rehabilitation Project.
Recommendation: Adopt the Resolution.

9.7. **Subject:** A Resolution Approving the Rate and Method of Apportionment of Special Taxes within Improvement Areas to be Annexed into the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1.
Recommendation: Adopt the Resolution.

9.8. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-83 with Bennett Engineering Services, Inc. in an Amount not to Exceed $132,324.00 for Professional Engineering Services on the HSIP Cycle 12 Traffic Signals Enhancements Project.
Recommendation: Adopt the Resolution.

9.9. **Subject:** A Resolution Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Area for Fiscal Year 2025-26.
Recommendation: Adopt the Resolution.

9.10. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-62 with Art of Marketing Design Studios, LLC, in an Amount not to Exceed $150,000.00 per year Beginning on July 1, 2025, through June 30, 2028, for Design, Print, and Mailing Services.
Recommendation: Adopt the Resolution.

9.11. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2023-63-1 with Bear Electrical Solutions, LLC to Extend the Contract Term from June 30, 2026 to June 30, 2028, which would Result in an Increase to the Contract Amount from $612,550 to an Amount not to Exceed $1,478,550 for Continued Street Light Maintenance and Repair Services.
Recommendation: Adopt the Resolution.

9.12. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-85 with Sierra Asphalt, Inc. in an Amount not to Exceed $925,701, for On-Call Pavement Maintenance Services.
Recommendation: Adopt the Resolution.

9.13. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-82 with City Net in an Amount not to Exceed $1,170,000 for Field Outreach Housing Navigation and Transitional Housing Services from July 1, 2025, through June 30, 2027.

Recommendation: Adopt the Resolution.

9.14. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-164 with 50 Corridor Transportation Management Association in an Amount not to Exceed $511,510 for Transportation Demand Management Services for the Encouragement and Education of Sustainable Transportation within the City.
Recommendation: Adopt the Resolution.

9.15. **Subject:** A Resolution Authorizing the City Manager to Execute a General Services Contract No. 2025-160 with Excel Landscape, LLC in an Amount Not to Exceed $400,000.00 for Beautification Improvements associated with the City's Good Neighbor Assistance Program from July 7, 2025 through June 30, 2027.
Recommendation: Adopt the Resolution.

9.16. **Subject:** A Resolution Authorizing the City Manager to Execute General Service Contract No. 2025-161 with Ethan Fleener Construction in an Amount Not to Exceed $400,000.00 for Beautification Improvements Associated with the City's Good Neighbor Assistance Program from July 7, 2025 through June 30, 2027.
Recommendation: Adopt the Resolution.

9.17. **Subject:** A Resolution Authorizing the City Manager to Execute a Sponsorship Agreement with the California Capital Airshow Group for $300,000 through June 30, 2027.
Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1. **Subject:** A Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the 2025-2026 Property Tax Roll.
Recommendation: Adopt the Resolution.

10.2. **Subject:** An Ordinance of the City Council of the City of Rancho Cordova, State of California Amending Title 16, Chapters 16.82, 16.83, 16.84, 16.85, 16.86, and 16.95 of the City of Rancho Cordova Municipal Code for Affordable Housing Projects.
Recommendation: Waive the first reading and introduce the Ordinance.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-170, with Soil Born Farms Urban Agriculture Project (Soil Born Farms) for an Amount not to Exceed $150,000 per year, for General Operating Support and Authorizing the City Manager to Execute Contract Amendment No. 2024-229-1 with Soil Born Farms to increase the Contract Amount from $513,778 to an Amount not to Exceed $723,778 for the Construction of the Animal Barn Project at the American River Ranch.
Recommendation: Adopt the Resolution.

12.2. **Subject:** A Resolution Authorizing the City Manager to Execute a Contract with the Rancho Cordova Food Locker in the Amount of $1,100,000 for Operating Support through June 30, 2030.
Recommendation: Adopt the Resolution.

12.3. **Subject:** A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Contract No. 2025-99 in an Amount not to Exceed $825,000 with Sacramento Metro Fire District to Contribute to Squad 61 from July 1, 2025 through June 30, 2026.
Recommendation: Adopt the Resolution.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Pulipati 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 item:

16.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: 2875 Kilgore Road, Rancho Cordova APN: 072-0490-024-0000. City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney. 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

August 4, 2025	4:00 PM Special Meeting/5:30 PM Regular Meeting
August 18, 2025	5:30 PM Regular Meeting
August 29, 2025	5:30 PM Special Meeting/Work Session

September 2, 2025	4:00 PM Special Meeting/5:30 PM Regular Meeting
September 15, 2025	5:30 PM Regular Meeting
September 23, 2025	5:30 PM Special Meeting/Work Session
October 6, 2025	4:00 PM Special Meeting/5:30 PM Regular Meeting
October 20, 2025	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 July 7, 20255, Regular Meeting of the Rancho Cordova City Council was posted and available for review on July 3, 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 July 3, 2025, at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk


Rancho Cordova
Spring
Service Day
May 17, 2025
RANCHO CORDOVA
CALIFORNIA

Rancho Cordova

Spring Service Day

May 17, 2025



347 Volunteers

21 Projects

1795 Hours

Environmental Cleanup

82+ bags of trash collected, 21 trees planted, 20 bikes repaired

Food Donations & Drives

Over 200lbs of pet food collected

Book & Learning Material Support

1,000 books cleaned; 1,150 books scanned; 150 boxes donated





Kits & Essential Supplies

200 backpacks & 200 comfort kits distributed to community members in need

Community Improvement & Arts

4 murals & 4 beautification projects

- Lincoln Village Asphalt Art
- FCCP Daycare
- Straw Hat Pizza
- Private residence
- Cordova High
- Hagan Park Barn

TITLE SPONSORS

ATLAS DISPOSAL

RADZ

CLUTCH | rse | FREQUENCY coworking and events

COMMUNITY LEADER SPONSORS

DOKKEN ENGINEERING

KP International Market

FIVE STAR BANK

PROMOTIONS & INCENTIVES A4

PROJECT SPONSORS

SMUD

CORDOVA COMMUNITY COUNCIL

Golden State Water Company

Human Machine Collaboration Institute


SPRING SERVICE
DAY

CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Monday, June 2, 2025

4:00 PM – Special Meeting - Cancelled
5:30 PM – Regular Meeting
David B. Roberts Council Chambers

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Pulipati called the Regular meeting to order in the David B. Roberts Council Chambers at 5:33 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Joe Little, David Sander (arrived at 5:36 p.m.), and Mayor Siri Pulipati

Council Members Absent: None

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Deputy City Manager David Kwong led the pledge.

4. INVOCATION

Dr. Dan DeShong with River City Christian Church gave the invocation.

5. PRESENTATIONS

5.1. Presentation from 5th Grade Class at Rancho Cordova Elementary School.

6. PUBLIC COMMENT

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.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Pulipati stated that item 9.7 would be pulled for separate discussion.

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

ACTION: Motion to approve items 9.1 through 9.6, and item 9.8 by Budge second by Sander;
Motion passed with a 5:0 vote.

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of May 19, 2025, and the Special Meeting of May 27, 2025.
Recommendation: Adopt the minutes.

9.2. **Subject:** Second Reading of an Ordinance Amending Title 23, Chapter 23.313 Mixed-Use Zoning District, Chapter 23.316 General Commercial and Industrial Zones, Chapter 23.325 Overlay Zoning Districts, Chapter 23.734 Accessory Structures, Chapter 23.919 Special Regulated Uses, Chapter 23.1104 Definitions, and The Folsom Boulevard Specific Plan.
Recommendation: Waive the second reading and adopt the Ordinance.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-270-4 with the Sacramento County District Attorney's Office in an Amount not to Exceed $194,097 for Community Prosecution Program Services through June 30, 2026.
Recommendation: Adopt the Resolution.

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

9.5. **Subject:** A Resolution Adopting a List of Projects for the Fiscal Year 2025-26 Funding by Senate Bill No. 1: The Road Repair and Accountability Act of 2017.
Recommendation: Adopt the Resolution.

9.6. **Subject:** A Resolution of the City Council Authorizing the City Manager to Execute Contract Amendment No. 2024-58-1 with West Yost Associates to Increase the Contract Amount from $600,000 to an Amount not to Exceed $950,000 for Stormwater Engineering Services.
Recommendation: Adopt the Resolution.

9.7. **Subject:** Fiscal Year 2025-27 Budget, Operating Budget, and Fiscal Year 2025-30 Capital Improvement Plan.

Recommendation: 1) Adopt the Resolution Approving the Fiscal Year 2025-27 Operating Budget.
2) Adopt the Resolution Approving the Fiscal Year 2025-30 Capital Improvement Plan.
3) Adopt the Resolution Approving the Fiscal Year 2025-26 Community Enhancement & Investment Fund Community Grants.
4) Adopt the Resolution Approving Appropriations Limit for Fiscal Year 2025-26.
5) Adopt the Resolution Approving Fiscal Year 2025-26 Full Time Employee Salary Schedule.

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

1. Stallion King
2. Nadia Niazi
3. Marie Evans
4. Stallion King

Mayor Pulipati closed the public comment period.

ACTION: Motion to approve item 9.7 by Budge second by Gatewood;
Motion passed with a 5:0 vote.

9.8. **Subject:** Treasurer's Report - March 31, 2025.
Recommendation: This report is informational only. It is recommended that the City Council receive and file the March 31, 2025, Treasurer's Report.

10. CONSENT PUBLIC HEARING 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 10.1 through 10.5 by Budge second by Gatewood;
Motion passed with a 5:0 vote.

10.1. **Subject:** A Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for Landscaping and Lighting District No. 2005-1 for Fiscal Year 2025-2026.
Recommendation: Adopt the Resolution.

10.2. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges, and Amending and/or Confirming the Engineer's Report, Establishing the Fiscal Year 2025-2026 Service Charge for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1.
Recommendation: Adopt the Resolution initiating proceedings for the Annual Levy and Collection of Charges, preliminarily approving the Engineer's Report and declaring its intention to levy the annual charges for Fiscal Year 2025-2026 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1; and adopt the Resolution mending and/or confirming the Engineer's Report and establishing the Fiscal Year 2025-2026 service charge for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1.

10.3. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges, and Amending and/or Confirming the Engineer's Report, Establishing the Fiscal Year 2025-2026 Service Charge for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2.

Recommendation: Adopt the Resolution initiating proceedings for the Annual Levy and Collection of Charges, preliminarily approving the Engineer's Report, and Declaring its Intention to Levy the Annual Charges for Fiscal Year 2025-2026 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2; and adopt the Resolution Amending and/or Confirming the Engineer's Report and establishing the Fiscal Year 2025-2026 Service Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2.

10.4. **Subject:** A Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Lighting District No. 2012-1 for Fiscal Year 2025-2026.
Recommendation: Adopt the Resolution.

10.5. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Road Maintenance District for Fiscal Year 2025-2026.
Recommendation: Adopt the Resolution initiating proceedings for the annual levy and collection of assessments, declaring its intention to levy the annual assessments and preliminarily approving the Engineer's Report for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2025-2026; and adopt the Resolution amending and/or approving the annual Engineer's Report and ordering the levy and collection of assessments within the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2025-2026.

11. PUBLIC HEARING ITEMS

11.1. **Subject:** Mills Crossing - Specific Plan Amendment, Major Design Review, and Tentative Subdivision Map (Environmental Impact Report (SCH #2023010102)) Prepared Pursuant to the California Environmental Quality Act) - Project No. PLND-0524-0098 - Located at 10153 Folsom Boulevard; APN: 076-0020-019, -020, -021, and -022.
Recommendation: 1. Adopt a Resolution certifying the Mills Crossing Environmental Impact Report and adopt the Mitigation Monitoring Report Program and CEQA Findings; and
2. Introduce and waive the first reading of an Ordinance adopting the Specific Plan Amendment with associated exhibit and track changes, subject to the findings contained in the Ordinance; and
3. Adopt a Resolution approving a Tentative Subdivision Map and a Major Design Review with associated exhibits, subject to the findings contained in the Resolution.

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

1. Kevin Sheehan
2. Michele Hillen-Noufer
3. Amber Cosby
4. Vicki Johnson
5. Steve Johns
6. Reed Aitken
7. James Garcia
8. Helen Whelan-Bashaw

Mayor Pulipati closed the public comment period.

ACTION: Motion to approve item 11.1 by Gatewood second by Budge;
Motion passed with a 5:0 vote.

12. REGULAR CALENDAR ITEMS

None.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Discussion Regarding the Form and Structure of Council Meetings.

14. ADJOURN TO CLOSED SESSION

None.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

None.

16. CLOSED SESSION

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

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

ACTION: Motion to remove item 16.1 form the Agenda by Budge second by Gatewood;
Motion passed with a 4:1 vote.
AYES: Budge, Gatewood, Sander, and Pulipati
NOES: Little
ABSENT: None
ABSTAIN: None

16.1. 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.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

None.

18. ADJOURNMENT

Mayor Pulipati adjourned the meeting in memory of Doug Elmore at 7:06 p.m.

_____
Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Tuesday, June 24, 2025

5:30 PM Special Meeting/Closed Session
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 David B. Roberts Council Chambers at 5:35 p.m.

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

Council Members Absent: David Sander

Staff Members Present: Palmer Hilton, Stacy Leitner, 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. ADJOURN TO CLOSED SESSION

Mayor Pulipati adjourned the meeting to closed session at 5:36 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Pulipati called closed session to order at 5:37 p.m.

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

Council Members Absent: David Sander

Staff Members Present: Palmer Hilton, Adam Lindgren, and Micah Runner

5. CLOSED SESSION

Council met in closed session to discuss the following item:

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

6. OPEN SESSION - REPORT FROM CLOSED SESSION

Deputy City Attorney Palmer Hilton reported that staff was given direction and no reportable action was taken in closed session.

7. ADJOURNMENT

Mayor Pulipati adjourned the meeting at 6:32 p.m.

_____
Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Wednesday, July 2, 2025

3:30 PM – Special Meeting/Closed Session
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 David B. Roberts Council Chambers at 3:34 p.m.

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

Council Members Absent: None

Staff Members Present: 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. ADJOURN TO CLOSED SESSION

Mayor Pulipati adjourned the meeting at 3:35 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Pulipati called closed session to order at 3:36 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

5. CLOSED SESSION

Council met in closed session to discuss the following item:

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

6. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that the City Council stands in strong and emphatic support of the City Manager, city staff and our community partners. We reject any form of disrespectful, abusive or harmful behavior and remain committed to respectful, values-driven leadership from the City Council. Trust in our team is high, and we are proud of the forward progress our city is making together.

7. ADJOURNMENT

Mayor Pulipati adjourned the meeting at 5:19 p.m.

_____
Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 9.2.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Chance FinleyRoss, Associate Planner

SUBJECT: **SECOND READING OF AN ORDINANCE AMENDING THE FOLSOM BOULEVARD SPECIFIC PLAN CHAPTER 5 "OPPORTUNITY SITES"**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would amend Chapter 5 “Opportunity Sites” to rezone a portion of the Mather Mills Opportunity Site from Residential Mixed-Use (FB-RMU) to High Density Residential (FB-HDR), Medium Density Residential (FB-MDR), and Commercial Mixed-Use (FB-CMU) for the Mills Crossing Project (PLND-0524-0098).

BACKGROUND

On June 2, 2025 the City Council waived the first reading and introduced the Ordinance.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance
3. Specific Plan - Track Changes

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING THE FOLSOM BOULEVARD SPECIFIC PLAN CHAPTER 5 OPPORTUNITY SITES

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

Section 1. Purpose and Declarations.

WHEREAS, the Folsom Boulevard Specific Plan provides the goals, policies, development standards, and design guidelines of future development in the Folsom Boulevard Specific Plan area; and

WHEREAS, the Mather Mills Opportunity Area is identified in the Folsom Boulevard Specific Plan (FBSP) as a priority location for compact, urban, and pedestrian-oriented development; and

WHEREAS, the Mills Crossing ("Project") is located within the Mather Mills Opportunity Site and includes subdivision of 9.85 acres to develop community-commercial buildings, public open space, and surface parking. The project includes three buildings designed for multiple uses, including office space, community flex space, health services, event space, and a flexible theater. The Project is located at 10153 Folsom Boulevard, between La Loma Drive and Paseo Drive/Mather Field Road; and

WHEREAS, the Ordinance would amend Chapter 5 "Opportunity Sites" rezone a portion of the Mather Mills Opportunity Site from Residential Mixed-Use (FB-RMU) to High Density Residential (FB-HDR), Medium Density Residential (FB-MDR), and Commercial Mixed-Use (FB-CMU) for the Project; and

WHEREAS, on April 21, 2025, the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code Section 65090 and 65091.

NOW THERFORE, **THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**

Section 2: Findings. This Ordinance is adopted pursuant to the following findings:

A. **CEQA Compliance** In compliance with the California Environmental Quality Act ("CEQA"), on April 21, 2025, by Resolution, the city certified the Mills Crossing Project EIR (State Clearinghouse #2023010102), adopted environmental findings pursuant to CEQA guidelines Section 15091, and adopted a mitigation monitoring program for the Mills Crossing project.

B. **Finding:** The proposed Specific Plan is consistent with the goals, policies, and objectives of the General Plan, development agreement, or other implementation instrument.

Evidence: The Mills Crossing Specific Plan Amendment remains consistent with the General Plan by ensuring that the proposed land use changes from Residential Mixed-Use (RMU) to Commercial Mixed-Use (CMU), High-Density Residential (HDR), and Medium-Density Residential (MDR continue to align with the City's vision for Folsom Boulevard as a mixed-use corridor. The amendment continues to uphold the General Plan's emphasis on transit-oriented development by retaining a mix of land uses that support walkability, access to public transportation, and economic investment. The shift to CMU continues to promote commercial and residential integration. The introduction of HDR and MDR is consistent with the General Plan's housing goals, ensuring a range of housing options that contribute to housing supply, affordability, and density near transit. Additionally, the proposed changes will utilize infrastructure and public services, to maintain alignment with the city's sustainable growth objectives. The amendment preserves key General Plan policies related to economic development, urban design, and community connectivity, ensuring that Mills Crossing remains a catalyst for revitalization and long-term investment along Folsom Boulevard.

C. Finding: The proposed Specific Plan will not adversely affect surrounding properties.

Evidence: The Specific Plan Amendment will not adversely affect surrounding properties as it maintains a mix of uses that are compatible with existing and planned development along Folsom Boulevard. The amendment aligns with the city's land use goals while ensuring an appropriate interface with adjacent properties. The proposed land uses support walkability and transit accessibility, and the project includes buffering, landscaping, and site design measures to minimize potential impacts. Compliance with zoning, infrastructure requirements, and development standards will further ensure that the project functions within the surrounding area without adverse effects.

Section 3. Amendments to the Folsom Boulevard Specific Plan

The City Council hereby adopts the amendments to the Folsom Boulevard Specific Plan, as shown and incorporated in Exhibit A to this Ordinance.

Section 4. Severability

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

Section 5. Effective Date

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

and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Siri Pulipati, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

City of Rancho Cordova

Folsom Boulevard Specific Plan Amendment

Note to Reader: Only those sections and/or subsections listed within this document are being amended. Unless otherwise indicated, all sections and subsections prior to and after the amended section and/or subsection shall remain, unchanged.







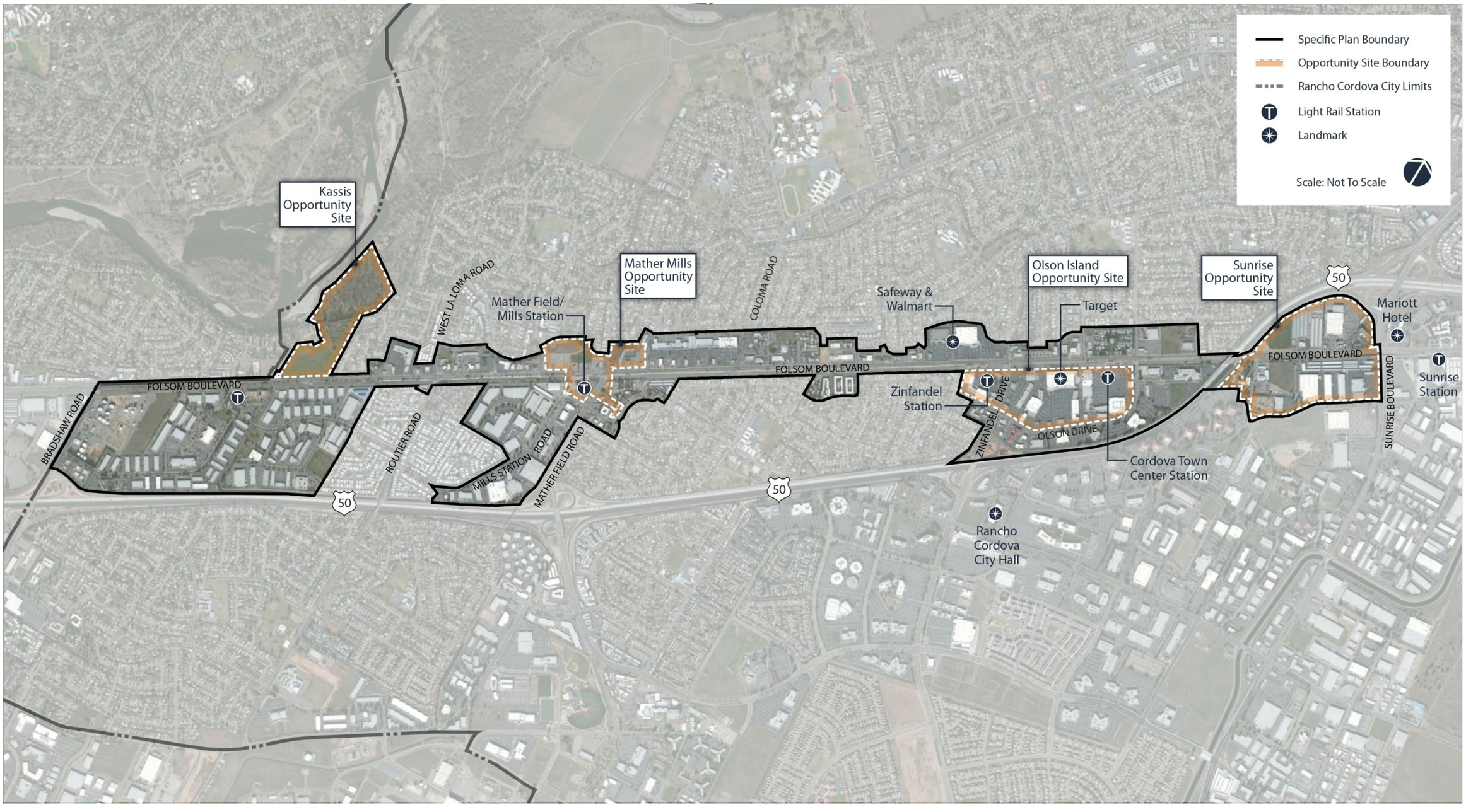
A. Introduction

As described in Chapter 2, the land use framework establishes an organizing structure for where and how growth within the plan area will occur. The land use framework identifies four sites with the greatest opportunity for new development and redevelopment. This chapter describes those areas as being vibrant destinations and hubs of activity along Folsom Boulevard. The opportunity sites designate locations where the City will concentrate resources (e.g., economic development incentives, public investment, facilities, outreach, coordination) and community assets (e.g., public gathering places, events, activities) with the goal of catalyzing significant private investment in these areas. The four opportunity sites are shown in Figure 5-1 and include:

1) Kassis Opportunity Site
2) Mather Mills Opportunity Site
3) Olson Island Opportunity Site
4) Sunrise Opportunity Site

Each opportunity site shown in Figure 5-1 has a distinct character and unique mix of uses. This chapter describes and illustrates each opportunity site with text and a collection of inspired idea images to communicate the vision and desires for each site. To achieve the desired development and design character unique to each opportunity site, an additional set of customized development standards is established in this chapter for each of the four sites. These special standards supplement those standards for the land use districts identified in Chapter 4 (Development Standards) and apply only to major new development. If there are differences in the additional development standards for any opportunity site of this chapter and corresponding standards in Chapter 4 (Table 4-1) for each district, the additional development standards identified in this chapter prevail.

Figure 5-1 Opportunity Sites



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B. Kassis Opportunity Site

1. Description

The Kassis property is designated Folsom Boulevard Residential Mixed Use in recognition of its suitability for residential development and its setting within a predominantly residential district. The site does have potential for employment oriented uses (both retail/commercial and office) that resulted in the flexible mixed use designation.

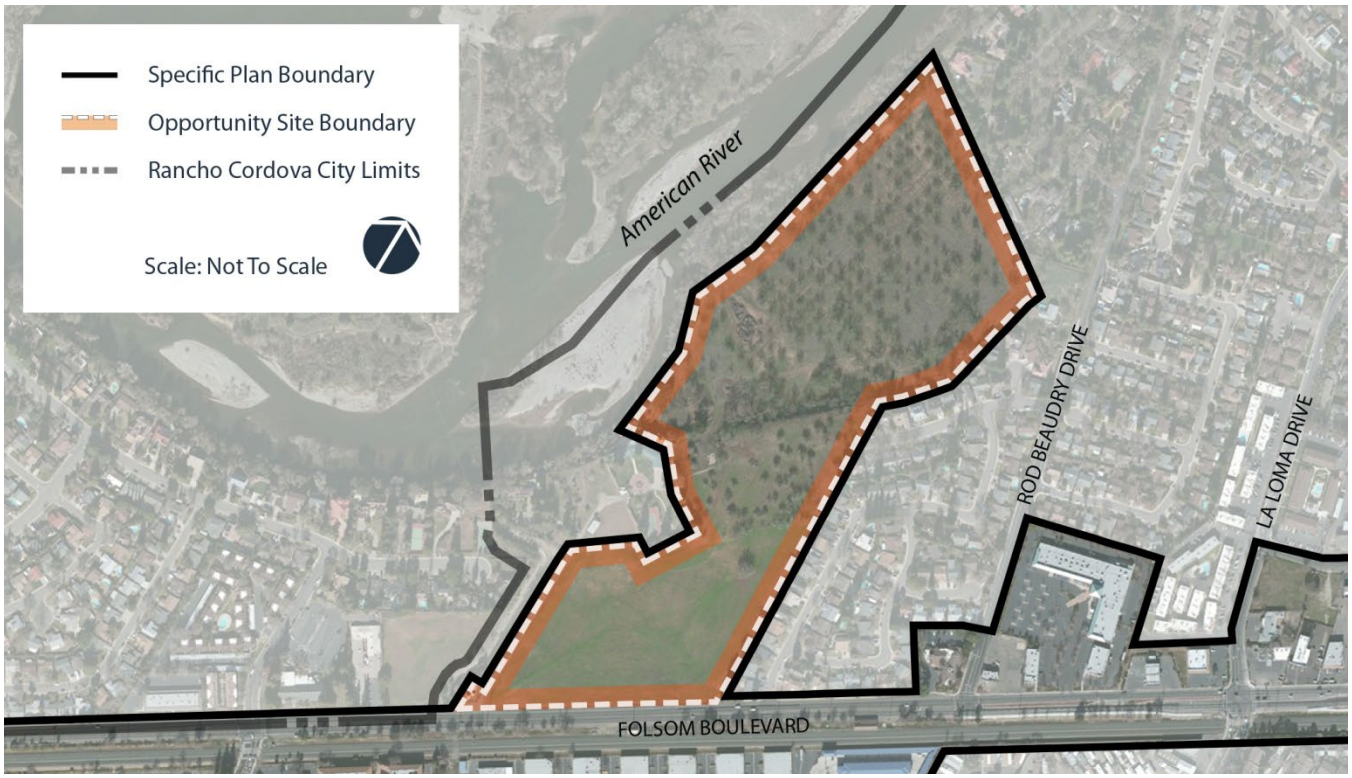
The total area of the Kassis property exceeds 42 acres, although a small portion of the property is excluded from the Folsom Boulevard Specific Plan. The area excluded does not fall along existing property lines. In the future, the boundary of the Specific Plan and open space may need to be adjusted to be consistent with the parcel map. This site is surrounded on three sides by residentially zoned lands (RD-20 and RD-5 to the west, RD-5 to the east and RD-2 to the north) and bordered by Folsom Boulevard on the south. A project with a substantial residential component would be complimentary to the surrounding existing uses.

Based upon the property size (it is among a very few parcels on Folsom Boulevard with a significant area of undeveloped land) and its proximity to the planned Horn Road Light Rail Station, this property was designated within the City's General Plan Housing Element to include at least 10 acres of High Density Residential.

Beyond the residential development potential for this site, a retail/commercial or office component could compliment neighboring residents by providing nearby retail and employment opportunities while taking advantage of direct access to Folsom Boulevard and close proximity to the future Light Rail Station.

The Kassis Opportunity Site will be characterized by a suburban and primarily residential environment with limited nonresidential development along Folsom Boulevard. The site will feature a large residential component, including apartments, condominiums, townhouses, and compact single-family homes. At least 10 acres of the site will be developed at a minimum of 24 dwelling units per acre to meet the city's housing requirements. To the extent feasible, new residential streets and sidewalks will connect to the existing streets and cul-de-sacs as well as to the American River Parkway. Architectural features such as balconies, porches, and stoops will animate the interface between buildings and the sidewalk. Primarily neighborhood-serving retail shops and services, restaurants, sports and recreational uses, medical clinics, and/or offices will front the corridor, but not in a conventional strip form. Instead, nonresidential buildings will locate close to the street frontage (existing and future streets) to define, connect, and activate the sidewalk. Courtyards, community gardens, and central greens will provide opportunities for residents to congregate and socialize.

2. Site Location Map



3. Inspired Ideas Imagery for Kassis Opportunity Site

The following images represent the preferred land uses, development patterns, and public gathering places for the Kassis Opportunity Site. These images are intended to guide and inspire private developers to create quality development with a sense of place.


Small-lot single-family homes


Cluster homes


Garden condominiums


Porch


Townhomes


Apartments


Offices over shops


Office/medical



Offices over restaurant or retail


Courtyard


Community garden


Central green

4. Additional Development Standards for Kassis Opportunity Site

Additional development standards are established for major new development projects within the Kassis Opportunity Site. These additional standards address the unique potential of the location, implement relevant goals, policies, and provisions of the General Plan, and ensure consistency with other City-adopted plans. Specifically, additional development standards for this site include housing density, building orientation, public gathering places, parking, access, and site furnishings and wayfinding to implement or ensure consistency with the following plans:

- General Plan Land Use, Housing, and Urban Design elements
- Citywide Design Guidelines

These standards supplement the development standards for the underlying land use. Properties within the Kassis Opportunity Site are designated FB-RMU (residential mixed-use) to reflect the predominant surrounding residential land use and the future Horn Road light rail station. Where the development standards in Table 5-1 deviate from the development standards in Table 4-1, the standards in Table 5-1 apply.

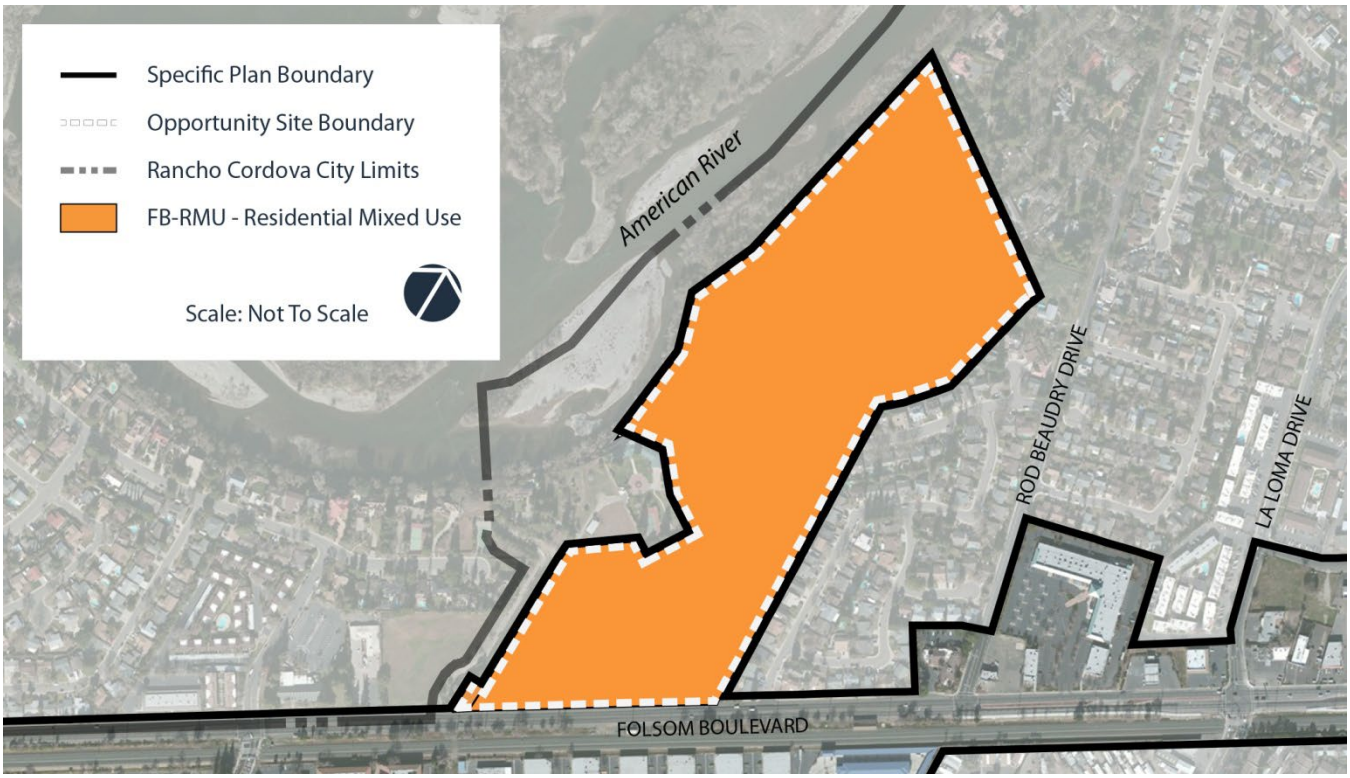


Table 5-1 Kassis Opportunity Site: Additional Development Standards

Standard	Site-wide (FB-RMU)
Density	6.1–40 du/acre At least 10 acres shall be developed at a minimum of 24 du/acre.
Building Orientation	All nonresidential primary building entrances must face a public street or public gathering place.
Public Gathering Places	All major projects shall contribute some form of public gathering place (or portion thereof) as shown in Table 5-5.
Parking	For residential developments with over 20 residential units, commercial, and mixed-use developments, private surface parking lots are not permitted in the front setback. Locate on-site parking to the rear, side, or internal to the block and provide access to parking through alleys and driveways.
Access	To the greatest extent feasible, connect new development, via streets, sidewalks, and pathways, to existing cul-de-sacs and local streets and to the American River Parkway.
Site Furnishings & Wayfinding	For integrated developments, the City encourages uniform site furnishings and wayfinding improvements throughout the project.

C. Mather Mills Opportunity Site

1. Description

The Mather Mills Opportunity Site includes numerous parcels located in close proximity to the Mather Mills Light Rail Station. Proposed land use designations within this Site include Residential, Commercial and Office/Industrial Mixed Use districts. Located adjacent to the Mather Mills Station and at the intersection of Mather Field Road and Folsom Boulevard, this Site presents unique opportunities for future development. These geographic attributes were likely a significant factor in the decision to locate the planned Los Rios Community College Campus at Folsom Boulevard and Paseo Drive.

The majority of development potential within this Site is located on the north side of Folsom Boulevard, both to the west and to the east of Paseo Drive. West of Paseo Drive includes approximately 12 acres proposed as Commercial Mixed Use (FB-CMU) and Residential Mixed Use (FB-RMU). This area will contain the future Los Rios Community College campus (land designated as FB-CMU). The balance of this area is designated FB-RMU in recognition of the wide range of development potential presented by the site. As with other sites within the FBSP that are designated FB-RMU or Medium Density Residential (FB-MDR), the size of this site provides special opportunities to accommodate a well-designed high density residential project. While this site also presents opportunities for commercial development, existing uses along the northern boundary of the site are residential. It is anticipated that higher density residential development along the northern boundary of this site will provide an effective transition between existing residential and future commercial uses.

While the FB-RMU designation requires that a minimum of 50 percent of finished floor area of development on the site must be residential, the FB-RMU designation also allows a substantial non-residential component that will compliment both the on-site residential and the adjacent college campus. The City recognizes that the timing of various types of development can be unpredictable and has therefore modified requirements for the timing of development. Under previous regulations the residential component would have been required to be constructed before the commercial component could begin construction. This requirement has been modified to allow commercial development to proceed in an FB-RMU site as long as it can be demonstrated that the site retains available capacity to meet the FB- RMU residential requirements.

Lands within this Opportunity Site located to the east of Paseo Drive have been designated FB-CMU in recognition of several factors, including: the Los Rios Community College District has acquired a portion of these lands and will be developing parking required for the college along the northern boundary of this area; there are several existing and active commercial uses located in this area; and, the parcelization and fragmented ownership in this area will make developing a larger and well integrated project challenging.

The Mather Mills Opportunity Site will be characterized by a compact, urban, and walkable environment. This site possesses two key assets that will shape new development within this area: the Mather Mills Light Rail Station and the future Los Rios Community College. This opportunity site is envisioned to support transit-oriented uses, such as a mix of educational, residential, retail, and service activities, both vertically and horizontally. Higher-density residential uses, including two- to four-story condominiums, townhomes, and student apartments, will locate here to provide housing in close proximity to the light rail station and the college. Small-scale retail and commercial services, such as bookstores, cafés, restaurants, pubs, entertainment venues, personal services, and office supply and reproduction services, will support the needs of residents and college students. Uses adjacent to the college will be designed to have a positive interface with the college. A safe and convenient pedestrian and bicycle network will connect destinations within the opportunity site. A variety of public spaces, such as outdoor dining and plazas, will invite residents, workers, and students to gather and participate in a vibrant community life. Social events will be organized in these public places, such as farmers markets and food truck fairs, to activate these spaces on weekends and evenings.

2. Site Location Map



3. Inspired Ideas Imagery for Mather Mills Opportunity Site

The following images represent the preferred land uses, development patterns, and public gathering places for the Mather Mills Opportunity Site. These images are intended to guide and inspire private developers to create active urban places within this opportunity site.



Illustration of Los Rios College



Residential units over commercial



Townhomes, apartments & condominiums



College-serving uses, such as a bookstore



Campus services



Restaurant



Student-serving uses, such as a bike hub and repair shop



Events, such as food truck fairs



Events, such as a farmers market



Public gathering spaces with seating



Outdoor dining/café seating



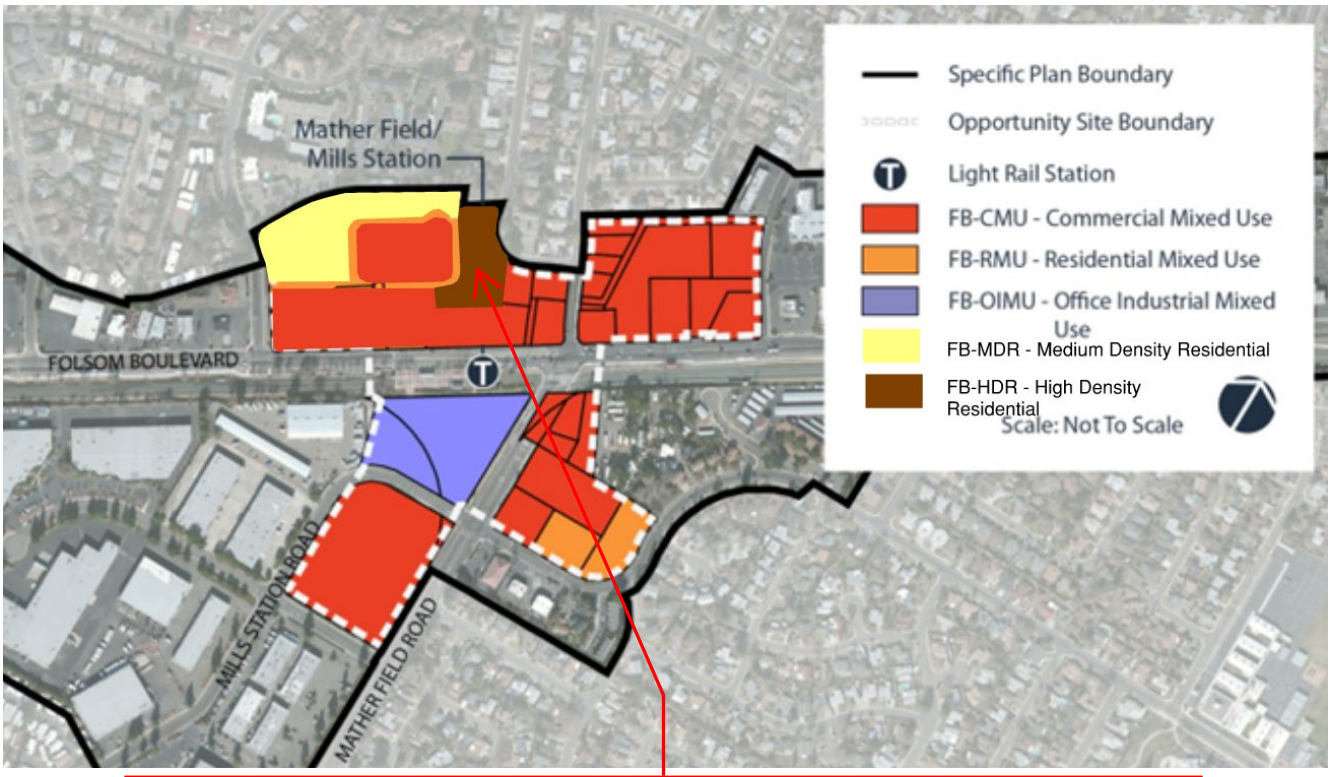
Plaza

4. Additional Development Standards for Mather Mills Opportunity Site

Additional development standards are established for major new development projects within the Mather Mills Opportunity Site. These standards address the unique attributes of the location, implement relevant goals, policies, and provisions of the General Plan, and ensure consistency with other City-adopted plans. Specifically, housing density, floor area ratio, building setbacks and height, pedestrian shelter, bicycle amenities, building orientation, drive-through design, public gathering places, parking, and site furnishings and wayfinding have been included to implement or ensure consistency with the following plans:

- General Plan Land Use, Housing, and Urban Design elements, including special provisions for transit-oriented development
- Citywide Design Guidelines

Properties within the Mather Mills Opportunity Site are designated FB-RMU (residential mixed-use), FB-HDR (high density residential), FB-MDR (medium density residential), FB-CMU (commercial mixed-use), or FB-OIMU (office industrial mixed-use), to be compatible with existing surrounding uses while maximizing future potential uses. In addition, any properties (or portions thereof) located within a quarter mile of the light rail stop may develop consistent with the citywide TOD Overlay District standards in the Zoning Code. Where the development standards in Table 5-2 deviate from the development standards in Table 4-1, the standards in Table 5-2 apply to qualifying major projects. For FB-MDR and FB-HDR zoning designations within the Mather Mills Opportunity Site, please refer to the MDR and HDR development standards outlined in Table 4-1.



Imagery to be more accurately updated once Specific Plan Amendment is approved. Refer to the end of this document for detailed rezoning exhibits.

Table 5-2 Mather Mills Opportunity Site: Additional Development Standards

Standard	FB-RMU	FB-CMU	FB-OIMU
Density	6.1–40 du/acre	10–40 du/acre	n/a
Floor Area Ratio	No minimum No maximum	0.3 minimum No maximum	0.25 minimum No maximum
Front Setback Standards	Along the north side of Folsom Boulevard and along Paseo Drive, there is no minimum front setback. The maximum shall be no more than 10 feet, except where there is outdoor dining, a plaza, a building entry, or a courtyard between the building and the street. Exceptions can be granted for building façades with garage access.		
Primary Building Height	65 feet /4 stories maximum[1]	No maximum[2]	65 feet/4 stories maximum
Awnings/ Canopies	Awnings, canopies, recesses, or similar pedestrian shelters shall be provided along at least 30% of the building's ground-floor level along the frontage with primary building entrance and where the building abuts a plaza or other public gathering space.		
Bicycle Amenities	Establish common area bicycle facilities to encourage students to use alternative forms of transportation. For example, provide additional bike racks and lockers or other secured bicycle parking areas, shower facilities, and a bike repair kiosk.		
Building Orientation	For properties fronting along Folsom Boulevard, primary building entrances shall be oriented to a public street, a private street designed as an on-site main street, or a public gathering place.		
Public Gathering Places	All major projects shall contribute some form of public gathering place (or portion thereof) as shown in Table 5-5.		
Parking Access & Location	For nonresidential or mixed-use developments, private surface parking lots are not permitted in the required front setback area. Additionally, parking shall not be located between the street and the building façade with the primary entrance. Rather, on-site parking shall be located to the rear, side, or internal to the block and provide access to parking through alleys and driveways. Finally, parking areas on corner lots shall not be located adjacent to intersections.		
Parking Ratio	The number of vehicle parking spaces provided shall not exceed 150% of the minimum parking ratio.		
Site Furnishings & Wayfinding	For integrated developments, the City encourages uniform site furnishings and wayfinding improvements throughout the project.		

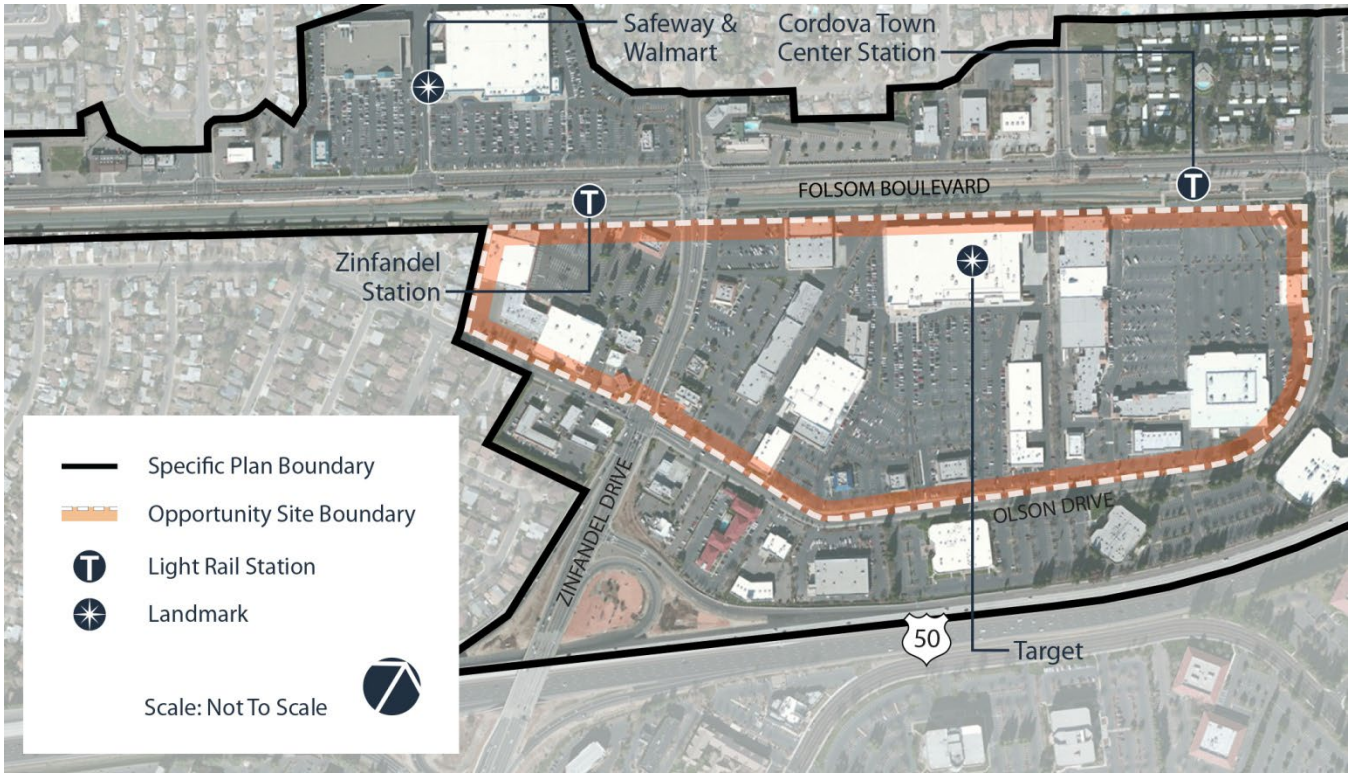
1. *No maximum height or number of stories for vertical mixed-use integration where residential use is located above nonresidential. Note #2 below also applies. Defer to TOD Overlay if applicable.*
2. *While there is no height maximum, the regulations of the Federal Aviation Administration (FAA) limit the height of structures to between 150 and 350 feet based on location. See the Safety Element of the General Plan for more information. FAA approval is required for all structures over 150 feet in height. Defer to TOD Overlay if applicable.*

D. Olson Island Opportunity Site

1. Description

Olson Island is currently a retail commercial center serving the community and the region. It is a shopping destination where people come and have an extended stay to shop, eat, drink, and socialize. This area is envisioned to mature into an environment designed so that visitors can park once and then walk to a variety of different businesses and public gathering places. Access and circulation to and throughout the site needs to be improved with limited access driveways that resemble urban main streets, and better pedestrian access to and from the transit stop and throughout the entire commercial hub. A mix of new and expanded retail, office, and entertainment uses are encouraged, with both horizontal and vertical integration. The area will continue to be home to a wide range of large national retailers and small independent businesses. A future international marketplace will capitalize on the synergy of established uses that reflect the diversity of the community (for example, KP International Market). Small-scale civic uses such as a satellite library or community center could strengthen this area as a hub of activity for the entire city. Vibrant public seating or gathering spaces and a variety of social activities could bring residents, workers, and visitors to this central gathering place in the city.

2. Site Location Map



3. Inspired Ideas Imagery for Olson Island Opportunity Site

The following images represent the preferred land uses, development patterns, and public gathering places for the Olson Island Opportunity Site. These images are intended to guide and inspire private developers to create successful commercial projects and a variety of active public spaces.



Large retail



Restaurants & outdoor dining


Large retail


Offices over shops and restaurants


On-site main street



Small civic/institutional use



International marketplace


International marketplace



International marketplace


Plaza


Outdoor dining/café seating



Paseo

4. Additional Development Standards for Olson Island Opportunity Site

Additional development standards are established for major projects within the Olson Island Opportunity Site. These additional development standards address unique site opportunities, implement relevant goals, policies, and provisions of the General Plan, and ensure consistency with other City-adopted plans. Specifically, building height, housing density, floor area ratio, building setbacks, pedestrian shelter, bicycle amenities, drive-through design, on-site main street, public gathering places, site furnishings, pedestrian circulation, wayfinding, and traffic calming have been listed to implement or ensure consistency with the following plans:

- General Plan Land Use, Housing, and Urban Design elements, including special provisions for the downtown and transit-oriented development
- Citywide Design Guidelines
- Main Street Standards

These standards supplement the development standards for the underlying land use districts and apply to all properties within this opportunity site. All properties within the Olson Island Opportunity Site are designated FB-CMU (commercial mixed-use) to reflect its historic and future commercial use. In addition, any properties (or portions thereof) located within a quarter mile of the light rail stop may develop consistent with the citywide TOD Overlay District standards in the Zoning Code. Where the development standards in Table 5-3 deviate from the development standards in Table 4-1, the standards in Table 5-3 apply to qualifying major projects.

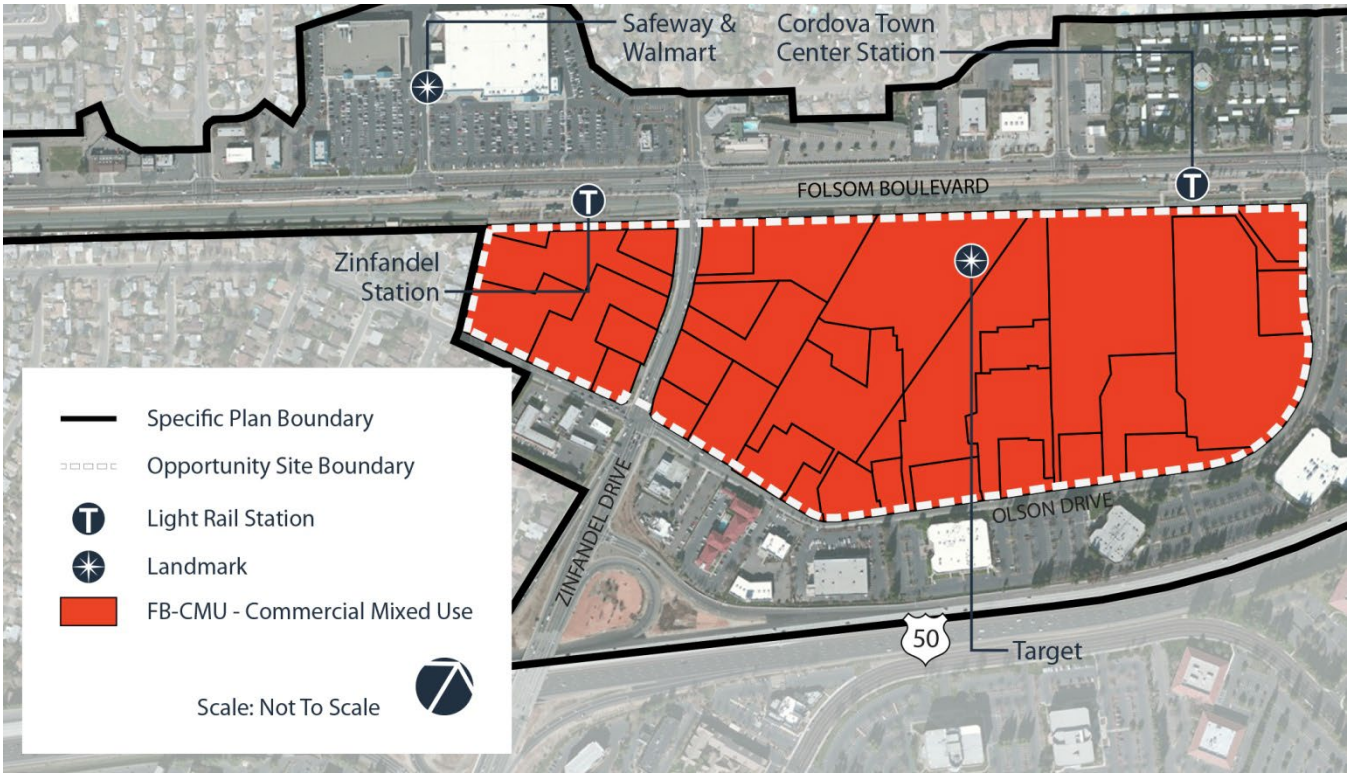


Table 5-3 Olson Island Opportunity Site: Additional Development Standards

Standard	Site-wide (FB-CMU)
Building Height	No maximum
Density	10–40 du/acre
Floor Area Ratio	0.25 minimum No maximum
Front and Street Side Setback Standards	New buildings on property abutting Olson Drive and Zinfandel Drive have no minimum front setback requirement and a maximum front setback requirement of 20 feet. Improvements and expansions to existing buildings, and new buildings that don't abut Olson or Zinfandel drives, will have no minimum or maximum setback requirements.
Drive-Through Design	Drive-Through Aisles. The minimum standards for drive-through aisles are as follows: Drive-through aisles shall have a minimum 11-foot interior radius at curves and a minimum 12-foot width. Drive-up windows and remote tellers shall provide at least 180 feet of stacking space for each facility, as measured from the service window or unit to the entry point into the drive-up lane. Non-food and/or non-beverage businesses may reduce the stacking space to a minimum of 60 feet. Each drive-through entrance/exit shall be at least 50 feet from an intersection of public rights-of-way, measured at the closest intersecting curbs, and at least 25 feet from the curb cut on an adjacent property. Exceptions may be granted by the designated approving authority when drive-though pull-out spaces are provided. Each entrance to an aisle and the direction of traffic flow shall be clearly designated by signs and pavement markings. Each drive-through aisle shall be separated from the circulation routes necessary for ingress or egress from the property or from access to a parking space. Landscaping of the Drive-Through Aisle. Landscaping shall be as follows: A 5-foot-wide planter shall be provided between the drive-through aisle and the parking area that includes shade trees consistent with those used in the parking area. An average 3-foot-tall planter with low shrubs that screens the drive-through aisles from the abutting public right-of-way shall be used to minimize the visual impact of readerboard signs and directional signs. At no time shall this landscape barrier be pruned in a manner that allows the vehicle headlights from the drive-through lane to be visible from abutting street rights-of-way. Plantings should also be designed to discourage potential safety issues. Pedestrian Access and Crossings. Pedestrian access shall be provided from each abutting street to the primary entrance with a continuous 4-foot-wide sidewalk or delineated walkway. Pedestrian walkways should not intersect the drive-through drive aisles, but where they do, the walkways shall have clear visibility and shall be delineated by textured and colored paving.

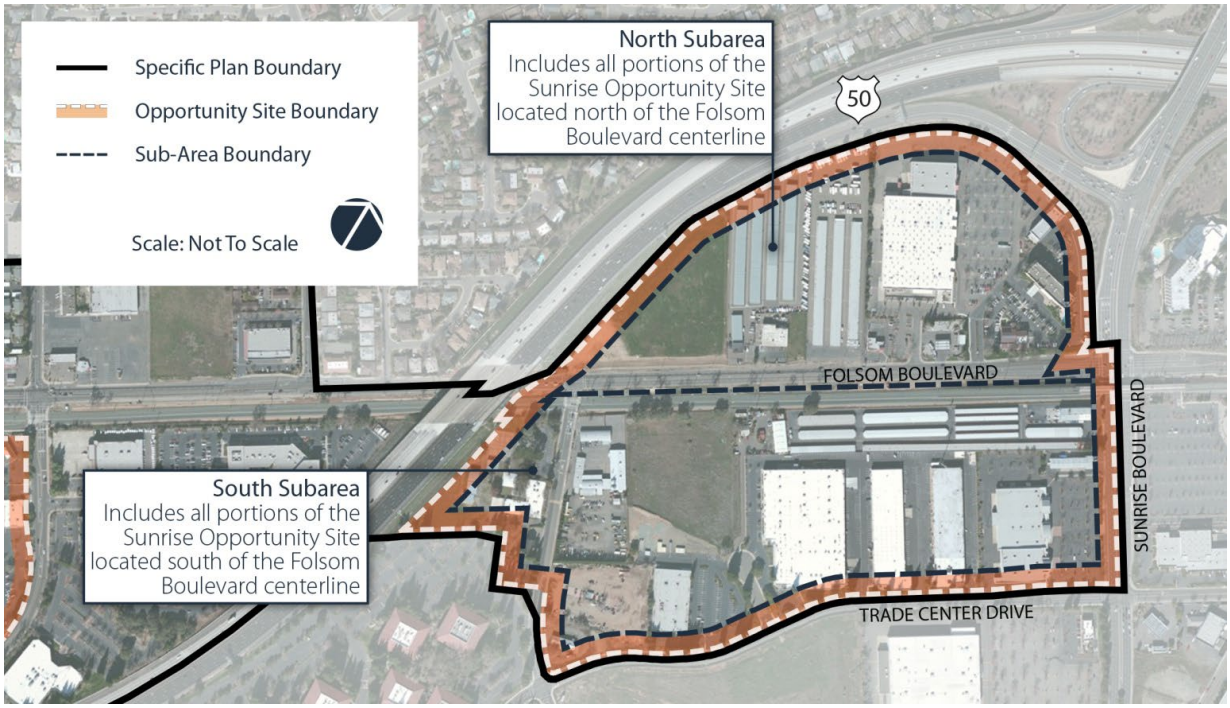
Standard	Site-wide (FB-CMU)
On-Site Main Street	The Olson Island Opportunity Site will include a project-wide on-site main street to improve circulation throughout the opportunity site. See illustration below. The on-site main street shall be located to create a walkable environment by fronting buildings along the street and internal circulation routes and shall be designed as follows: • Narrow travel lane • Limited driveway curb cuts • Wide sidewalks • Optional on-street parking • Buildings close to street frontage • Building frontages detailed with architectural elements 
Public Gathering Places	All major projects shall contribute some form of public gathering place (or portion thereof) as shown in Table 5-5.
Site Furnishings & Wayfinding	For integrated developments, the City encourages uniform site furnishings and wayfinding improvements throughout the project.
Traffic Calming	New development shall take into consideration traffic calming improvements (e.g., controlled turning movements, speed reduction measures) to maximize safety.

E. Sunrise Opportunity Site

1. Description

The Sunrise Opportunity Site is characterized by two distinct areas, one north of Folsom Boulevard and one south of the boulevard. The area to the north, referred to as the "north subarea," will be home to a future convention center and supporting uses, such as hotels, restaurants, and meeting spaces. This area also allows retail and office uses that support a convention center. The north subarea is a prime location for a performing arts and entertainment center/complex. Multistory buildings are encouraged in this area. A walkable and bikable campus-like setting will host a variety of public gathering places for visitors to eat, relax, and socialize. This area is intended to implement the General Plan Convention Overlay Area and will be a special place in the city that is entertaining, vibrant, and inviting to tourists, visitors, and residents alike. The area to the south, referred to as the "south subarea," will expand on the current concentration of building supply, construction, furnishing, and materials businesses with the intention of becoming a building trade center with interior design showrooms and outdoor demonstration gardens. This area also has potential for a trades building or "make it" business as a collaborative retail and/or work space for the concentration for building materials businesses in the area. Other office and industrial uses will continue to thrive in this area. The south subarea will be more auto-oriented in nature with larger roads, developments, and parking and loading areas.

2. Site Location Map



3. Inspired Ideas Imagery for Sunrise Opportunity Site

The following images represent the preferred land uses, development patterns, and public gathering places for the Sunrise Opportunity Site. These images are intended to guide and inspire private developers to vibrant destination places within the opportunity site.

a) Sunrise North Subarea

 Convention center	 Performing arts center	 Hotel
 Restaurants with outdoor dining	 Offices over retail service and cafe	 Plaza

b) Sunrise South Subarea



Interior design showroom



Building supply, construction & materials



Specialized building supplier



Light industrial



Office building



Employee break area

4. Additional Development Standards for Sunrise Opportunity Site

Additional development standards are established for major new development projects within the Sunrise Opportunity Site. These standards address unique locational opportunities and implement relevant goals, policies, and provisions of the General Plan, while ensuring consistency with other City-adopted plans. Specifically, including housing density, floor area ratio, building height, public gathering places, site furnishings, and wayfinding will help to implement or ensure consistency with the following plans:

- General Plan Land Use, Housing, and Urban Design elements, including special provisions for the convention district overlay
- Citywide Design Guidelines

Properties within the Sunrise Opportunity Site are designated FB-CMU (commercial mixed-use) or FB-OIMU (office industrial mixed-use) to reflect both existing and neighboring uses. Land use designations are shown on the map below. Where the development standards in Table 5-4 deviate from the development standards in Table 4-1, the standards in Table 5-4 apply.

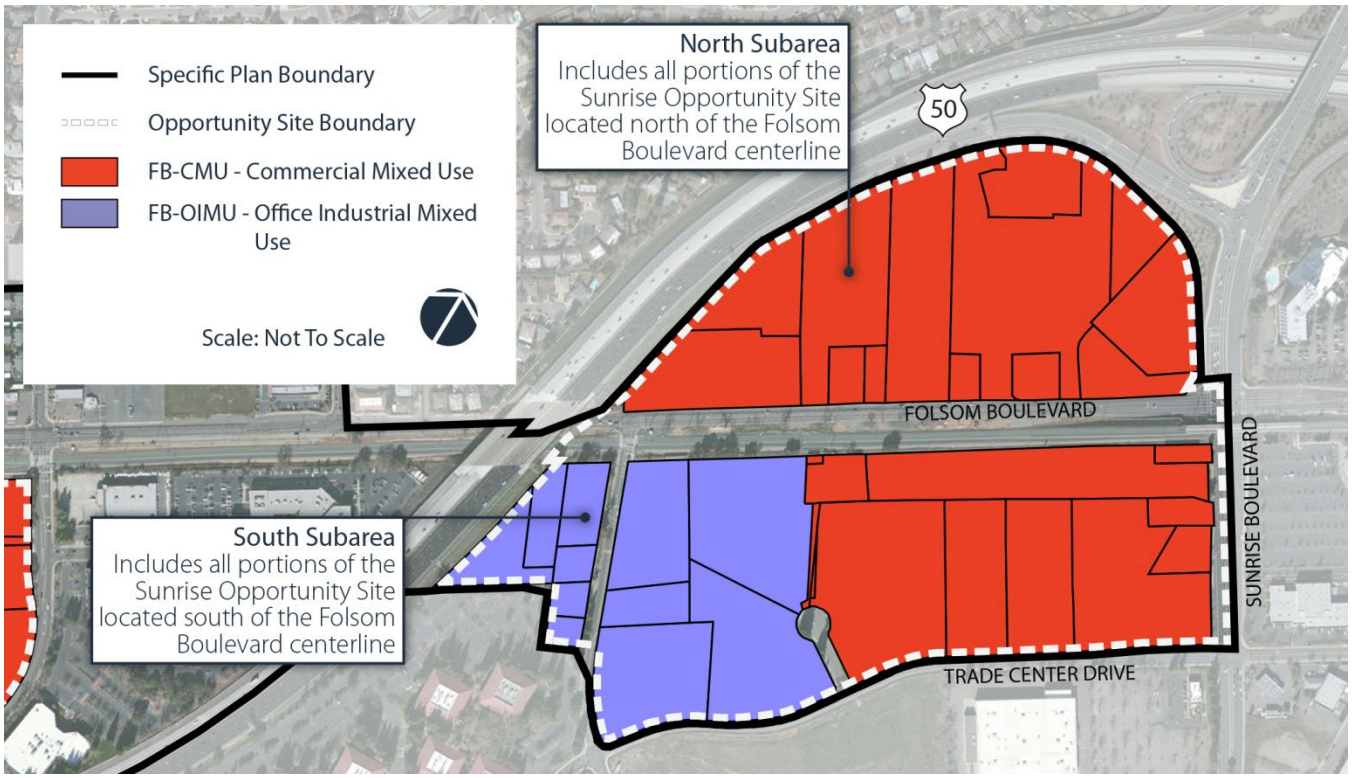


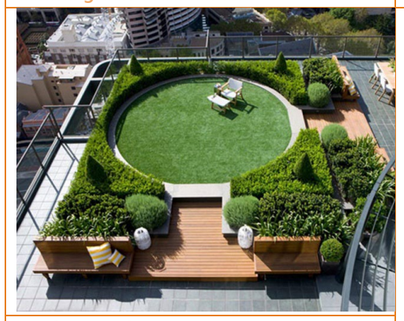
Table 5-4 Sunrise Opportunity Site: Additional Development Standards

Standard	FB-OIMU –North Subarea	FB-OIMU – South Subarea	FB-CMU – South Subarea
Density	n/a	n/a	10–40 du/acre
Floor Area Ratio	0.25 minimum No maximum	No minimum No maximum	0.2 minimum No maximum
Primary Building Height	No maximum	65 feet	65 feet
Public Gathering Places	All major projects shall contribute some form of public gathering place (or portion thereof) as shown in Table 5-5.		
Site Furnishings & Wayfinding	For integrated developments, the City encourages uniform site furnishings and wayfinding improvements throughout the project.		

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F. Menu of Public Gathering Place Types

Table 5-5 Menu of Public Gathering Places

					
Amphitheatre – small	Amphitheatre – large	Courtyard – small commercial	Courtyard – large residential	Outdoor dining – small area	Paseo
					
Building entry space	Central green – commercial	Courtyard – large commercial	Employee break area	Outdoor dining – large area	Plaza – small
					
Central green – residential	Community garden	Courtyard – small residential	On-site main street	Parklet	Plaza – large
					
Rooftop garden					

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ATTACHMENT 2
Exhibit A to the Ordinance



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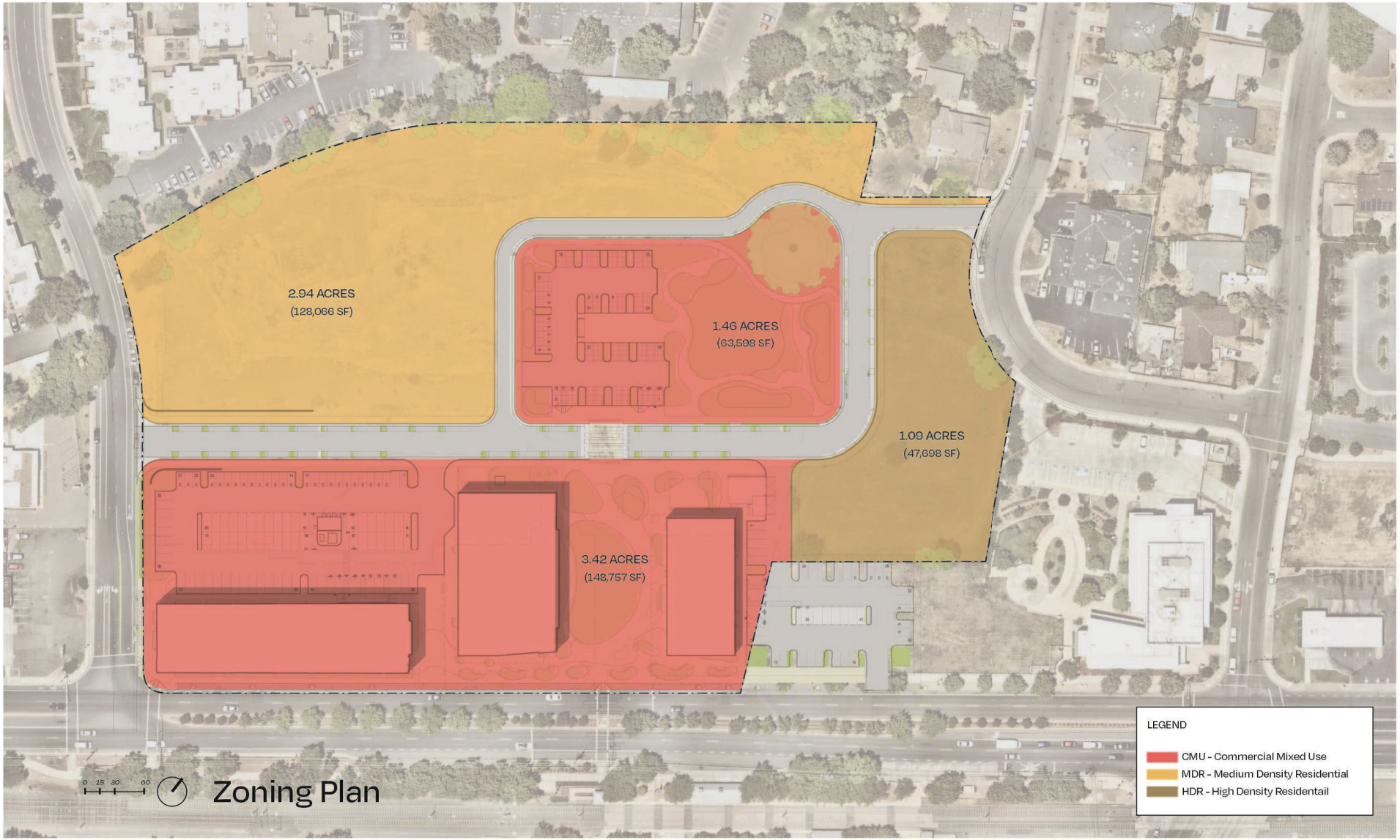
Revision	Date

Submittal	Date
ENTITLEMENT SUBMITTAL #1	05/09/2024
ENTITLEMENT SUBMITTAL #2	09/13/2024
ENTITLEMENT SUBMITTAL #3	01/10/2025
ENTITLEMENT SUBMITTAL #4	07/07/2025

Job Number	30911
Checked By	Checker
Scale	

EXISTING
ZONING PLAN

ATTACHMENT 2
Exhibit A to the Ordinance



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Submittal	Date
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ENTITLEMENT SUBMITTAL #3	01/17/2025
ENTITLEMENT SUBMITTAL #4	07/07/2025

Revision	Date

Job Number	30911
Checked By	Checker
Scale	

PROPOSED
ZONING PLAN

City of Rancho Cordova

Folsom Boulevard Specific Plan Amendment

Track Changes

Note to Reader: Only those sections and/or subsections listed within this document are being amended. Unless otherwise indicated, all sections and subsections prior to and after the amended section and/or subsection shall remain, unchanged.







OPPORTUNITY SITES

A. Introduction

As described in Chapter 2, the land use framework establishes an organizing structure for where and how growth within the plan area will occur. The land use framework identifies four sites with the greatest opportunity for new development and redevelopment. This chapter describes those areas as being vibrant destinations and hubs of activity along Folsom Boulevard. The opportunity sites designate locations where the City will concentrate resources (e.g., economic development incentives, public investment, facilities, outreach, coordination) and community assets (e.g., public gathering places, events, activities) with the goal of catalyzing significant private investment in these areas. The four opportunity sites are shown in Figure 5-1 and include:

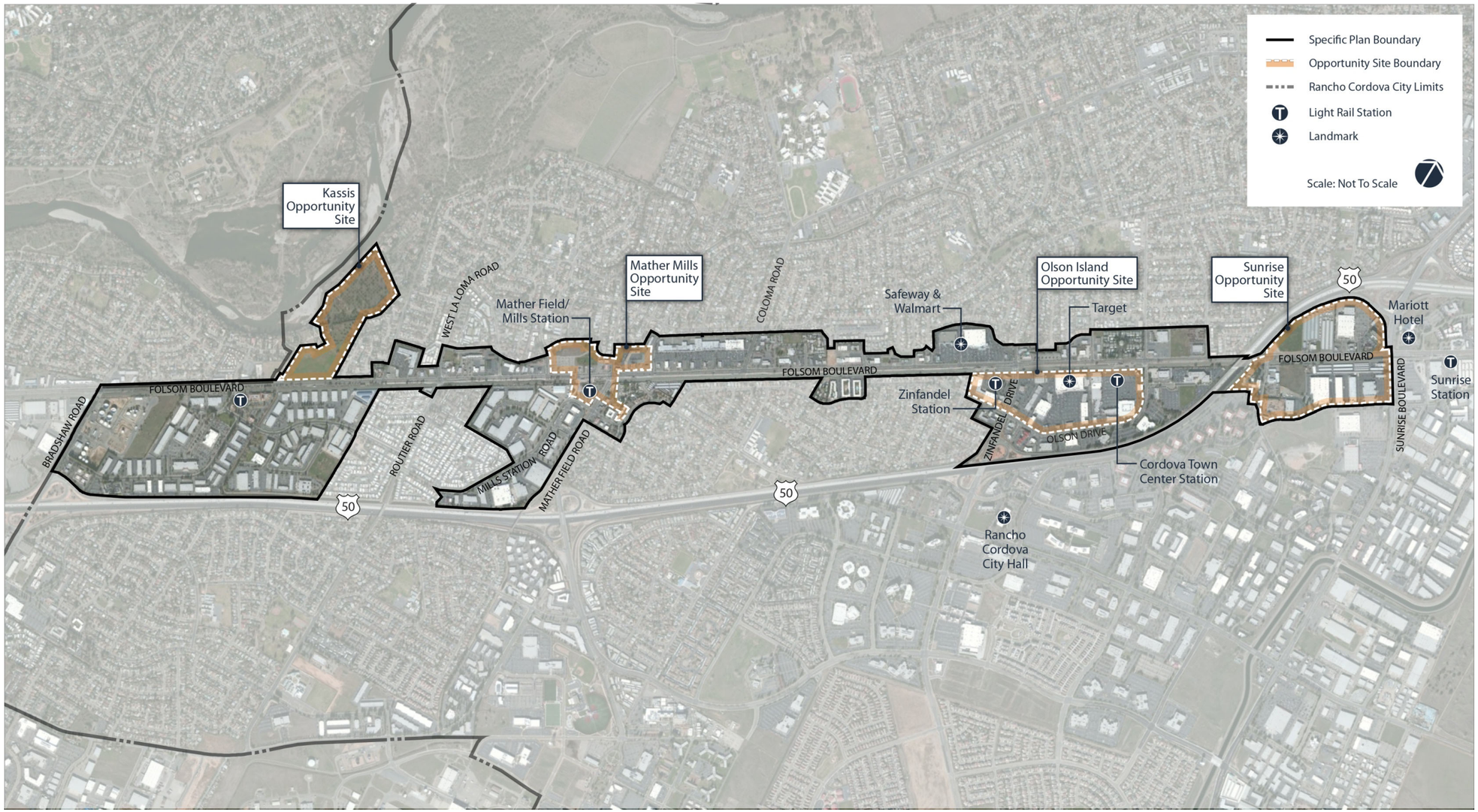
1) Kassis Opportunity Site
2) Mather Mills Opportunity Site
3) Olson Island Opportunity Site
4) Sunrise Opportunity Site

Chapter 5

Opportunity Sites

Each opportunity site shown in Figure 5-1 has a distinct character and unique mix of uses. This chapter describes and illustrates each opportunity site with text and a collection of inspired idea images to communicate the vision and desires for each site. To achieve the desired development and design character unique to each opportunity site, an additional set of customized development standards is established in this chapter for each of the four sites. These special standards supplement those standards for the land use districts identified in Chapter 4 (Development Standards) and apply only to major new development. If there are differences in the additional development standards for any opportunity site of this chapter and corresponding standards in Chapter 4 (Table 4-1) for each district, the additional development standards identified in this chapter prevail.

Figure 5-1 Opportunity Sites



Chapter 5

Opportunity Sites

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B. Kassis Opportunity Site

1. Description

The Kassis property is designated Folsom Boulevard Residential Mixed Use in recognition of its suitability for residential development and its setting within a predominantly residential district. The site does have potential for employment oriented uses (both retail/commercial and office) that resulted in the flexible mixed use designation.

The total area of the Kassis property exceeds 42 acres, although a small portion of the property is excluded from the Folsom Boulevard Specific Plan. The area excluded does not fall along existing property lines. In the future, the boundary of the Specific Plan and open space may need to be adjusted to be consistent with the parcel map. This site is surrounded on three sides by residentially zoned lands (RD-20 and RD-5 to the west, RD-5 to the east and RD-2 to the north) and bordered by Folsom Boulevard on the south. A project with a substantial residential component would be complimentary to the surrounding existing uses.

Based upon the property size (it is among a very few parcels on Folsom Boulevard with a significant area of undeveloped land) and its proximity to the planned Horn Road Light Rail Station, this property was designated within the City's General Plan Housing Element to include at least 10 acres of High Density Residential.

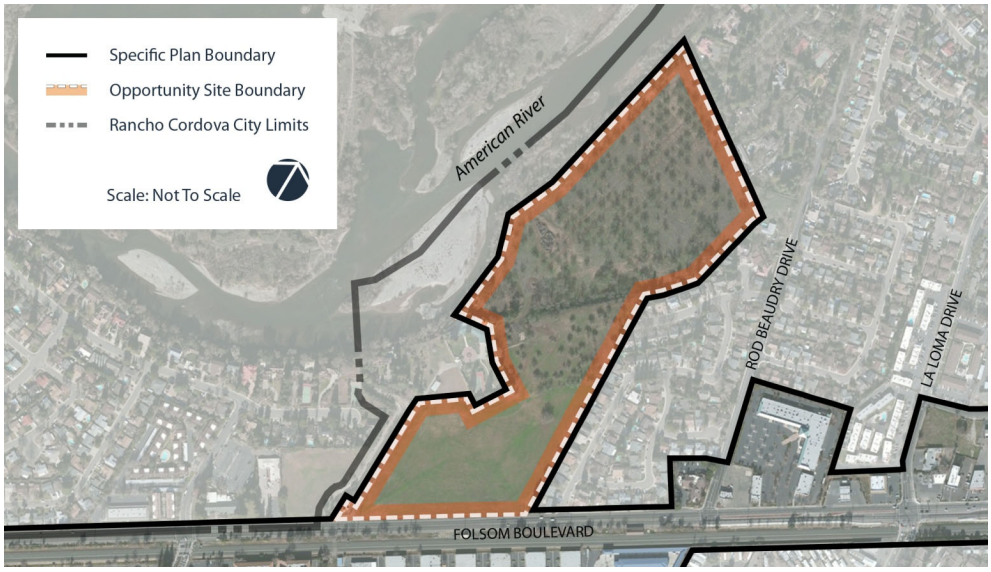
Beyond the residential development potential for this site, a retail/commercial or office component could compliment neighboring residents by providing nearby retail and employment opportunities while taking advantage of direct access to Folsom Boulevard and close proximity to the future Light Rail Station.

The Kassis Opportunity Site will be characterized by a suburban and primarily residential environment with limited nonresidential development along Folsom Boulevard. The site will feature a large residential component, including apartments, condominiums, townhouses, and compact single-family homes. At least 10 acres of the site will be developed at a minimum of 24 dwelling units per acre to meet the city's housing requirements. To the extent feasible, new residential streets and sidewalks will connect to the existing streets and cul-de-sacs as well as to the American River Parkway. Architectural features such as balconies, porches, and stoops will animate the interface between buildings and the sidewalk. Primarily neighborhood-serving retail shops and services, restaurants, sports and recreational uses, medical clinics, and/or offices will front the corridor, but not in a conventional strip form. Instead, nonresidential buildings will locate close to the street frontage (existing and future streets) to define, connect, and activate the sidewalk. Courtyards, community gardens, and central greens will provide opportunities for residents to congregate and socialize.

Chapter 5

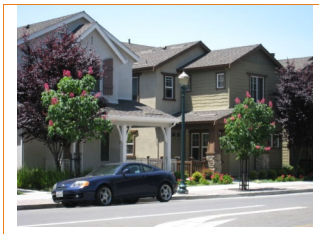
Opportunity Sites

2. Site Location Map



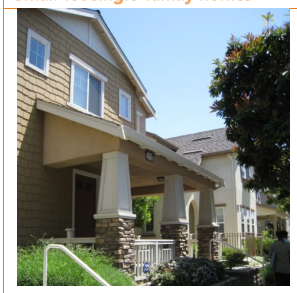
3. Inspired Ideas Imagery for Kassis Opportunity Site

The following images represent the preferred land uses, development patterns, and public gathering places for the Kassis Opportunity Site. These images are intended to guide and inspire private developers to create quality development with a sense of place.


Small-lot single-family homes


Cluster homes


Garden condominiums


Porch


Townhomes


Apartments

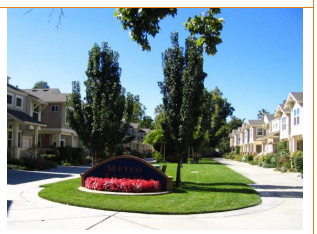

Offices over shops


Office/medical


Offices over restaurant or retail


Courtyard


Community garden


Central green

4. Additional Development Standards for Kassis Opportunity Site

Additional development standards are established for major new development projects within the Kassis Opportunity Site. These additional standards address the unique potential of the location, implement relevant goals, policies, and provisions of the General Plan, and ensure consistency with other City-adopted plans. Specifically, additional development standards for this site include housing density, building orientation, public gathering places, parking, access, and site furnishings and wayfinding to implement or ensure consistency with the following plans:

- General Plan Land Use, Housing, and Urban Design elements
- Citywide Design Guidelines

These standards supplement the development standards for the underlying land use. Properties within the Kassis Opportunity Site are designated FB-RMU (residential mixed-use) to reflect the predominant surrounding residential land use and the future Horn Road light rail station. Where the development standards in Table 5-1 deviate from the development standards in Table 4-1, the standards in Table 5-1 apply.

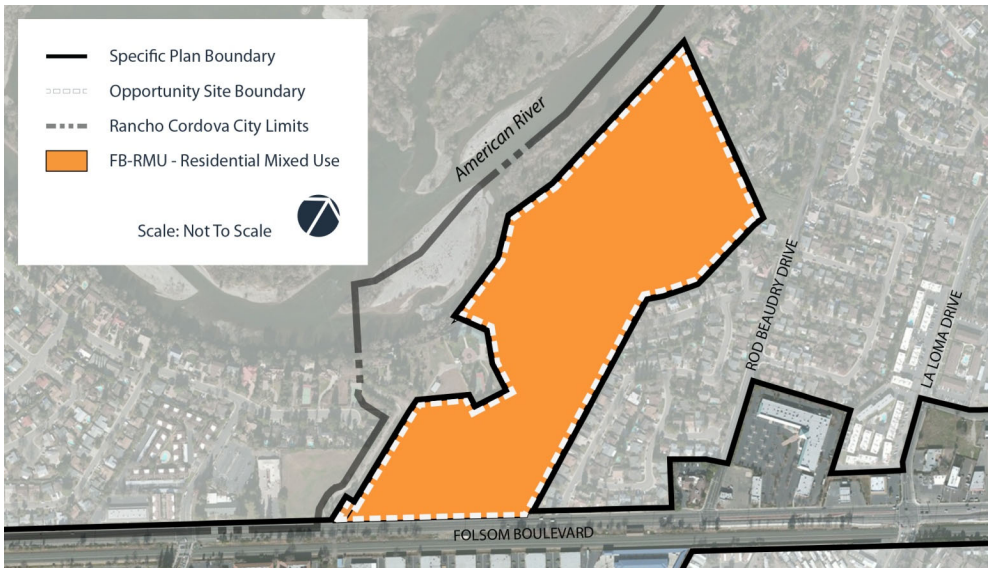


Table 5-1 Kassis Opportunity Site: Additional Development Standards

Standard	Site-wide (FB-RMU)
Density	6.1–40 du/acre At least 10 acres shall be developed at a minimum of 24 du/acre.
Building Orientation	All nonresidential primary building entrances must face a public street or public gathering place.
Public Gathering Places	All major projects shall contribute some form of public gathering place (or portion thereof) as shown in Table 5-5.
Parking	For residential developments with over 20 residential units, commercial, and mixed-use developments, private surface parking lots are not permitted in the front setback. Locate on-site parking to the rear, side, or internal to the block and provide access to parking through alleys and driveways.
Access	To the greatest extent feasible, connect new development, via streets, sidewalks, and pathways, to existing cul-de-sacs and local streets and to the American River Parkway.
Site Furnishings & Wayfinding	For integrated developments, the City encourages uniform site furnishings and wayfinding improvements throughout the project.

Chapter 5
Opportunity Sites

C. Mather Mills Opportunity Site

1. Description

The Mather Mills Opportunity Site includes numerous parcels located in close proximity to the Mather Mills Light Rail Station. Proposed land use designations within this Site include Residential, Commercial and Office/Industrial Mixed Use districts. Located adjacent to the Mather Mills Station and at the intersection of Mather Field Road and Folsom Boulevard, this Site presents unique opportunities for future development. These geographic attributes were likely a significant factor in the decision to locate the planned Los Rios Community College Campus at Folsom Boulevard and Paseo Drive.

The majority of development potential within this Site is located on the north side of Folsom Boulevard, both to the west and to the east of Paseo Drive. West of Paseo Drive includes approximately 12 acres proposed as Commercial Mixed Use (FB-CMU) and Residential Mixed Use (FB-RMU). This area will contain the future Los Rios Community College campus (land designated as FB-CMU). The balance of this area is designated FB-RMU in recognition of the wide range of development potential presented by the site. As with other sites within the FBSP that are designated FB-RMU or Medium Density Residential (FB-MDR), the size of this site provides special opportunities to accommodate a well-designed high density residential project. While this site also presents opportunities for commercial development, existing uses along the northern boundary of the site are residential. It is anticipated that higher density residential development along the northern boundary of this site will provide an effective transition between existing residential and future commercial uses.

While the FB-RMU designation requires that a minimum of 50 percent of finished floor area of development on the site must be residential, the FB-RMU designation also allows a substantial non-residential component that will compliment both the on-site residential and the adjacent college campus. The City recognizes that the timing of various types of development can be unpredictable and has therefore modified requirements for the timing of development. Under previous regulations the residential component would have been required to be constructed before the commercial component could begin construction. This requirement has been modified to allow commercial development to proceed in an FB-RMU site as long as it can be demonstrated that the site retains available capacity to meet the FB- RMU residential requirements.

Lands within this Opportunity Site located to the east of Paseo Drive have been designated FB-CMU in recognition of several factors, including: the Los Rios Community College District has acquired a portion of these lands and will be developing parking required for the college along the northern boundary of this area; there are several existing and active commercial uses located in this area; and, the parcelization and fragmented ownership in this area will make developing a larger and well integrated project challenging.

Chapter
Opportunity Site

The Mather Mills Opportunity Site will be characterized by a compact, urban, and walkable environment. This site possesses two key assets that will shape new development within this area: the Mather Mills Light Rail Station and the future Los Rios Community College. This opportunity site is envisioned to support transit-oriented uses, such as a mix of educational, residential, retail, and service activities, both vertically and horizontally. Higher-density residential uses, including two- to four-story condominiums, townhomes, and student apartments, will locate here to provide housing in close proximity to the light rail station and the college. Small-scale retail and commercial services, such as bookstores, cafés, restaurants, pubs, entertainment venues, personal services, and office supply and reproduction services, will support the needs of residents and college students. Uses adjacent to the college will be designed to have a positive interface with the college. A safe and convenient pedestrian and bicycle network will connect destinations within the opportunity site. A variety of public spaces, such as outdoor dining and plazas, will invite residents, workers, and students to gather and participate in a vibrant community life. Social events will be organized in these public places, such as farmers markets and food truck fairs, to activate these spaces on weekends and evenings.

2. Site Location Map



3. Inspired Ideas Imagery for Mather Mills Opportunity Site

The following images represent the preferred land uses, development patterns, and public gathering places for the Mather Mills Opportunity Site. These images are intended to guide and inspire private developers to create active urban places within this opportunity site.



Illustration of Los Rios College



Residential units over commercial



Townhomes, apartments & condominiums



College-serving uses, such as a bookstore



Campus services



Restaurant



Student-serving uses, such as a bike hub and repair shop



Events, such as food truck fairs



Events, such as a farmers market



Public gathering spaces with seating



Outdoor dining/café seating



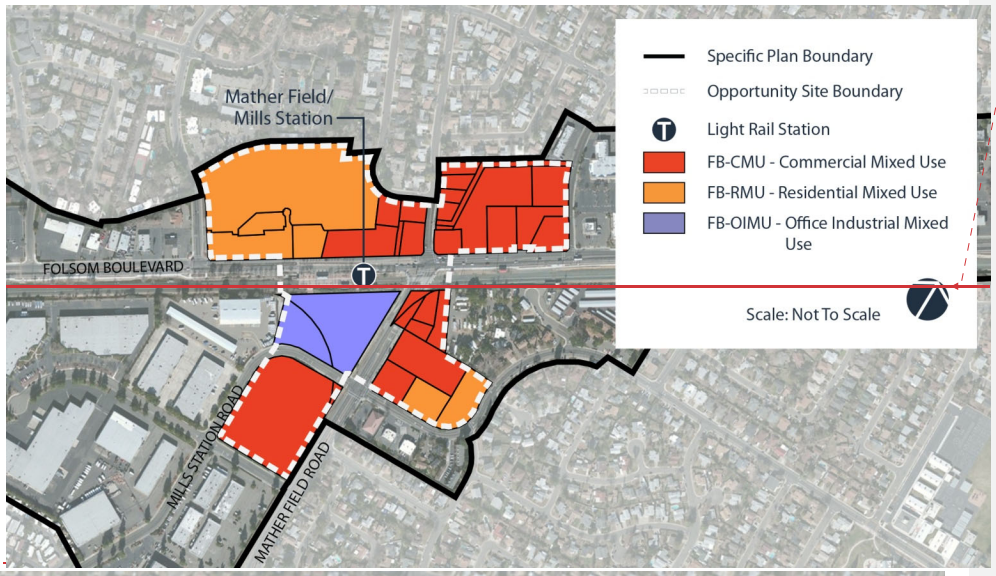
Plaza

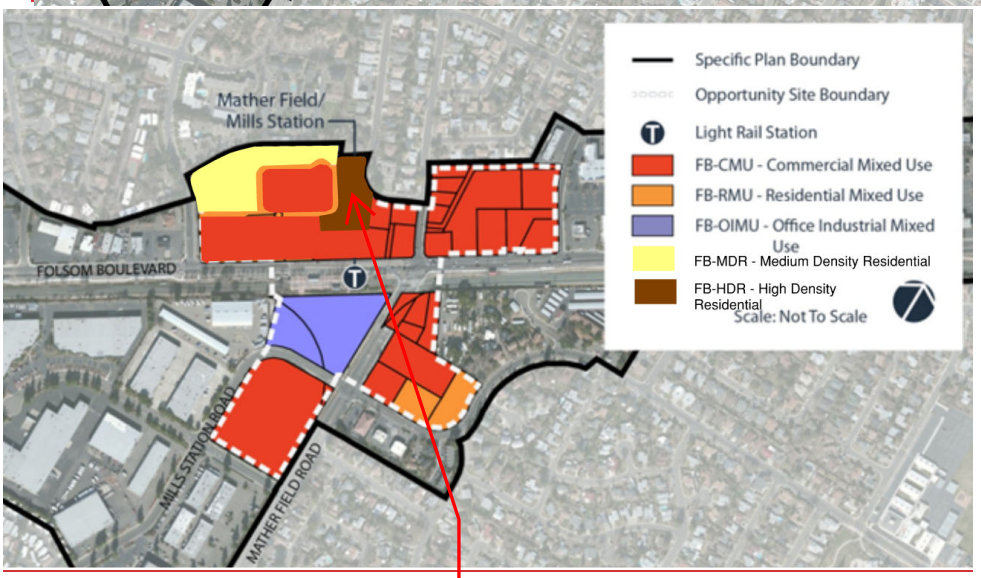
4. Additional Development Standards for Mather Mills Opportunity Site

Additional development standards are established for major new development projects within the Mather Mills Opportunity Site. These standards address the unique attributes of the location, implement relevant goals, policies, and provisions of the General Plan, and ensure consistency with other City-adopted plans. Specifically, housing density, floor area ratio, building setbacks and height, pedestrian shelter, bicycle amenities, building orientation, drive-through design, public gathering places, parking, and site furnishings and wayfinding have been included to implement or ensure consistency with the following plans:

- General Plan Land Use, Housing, and Urban Design elements, including special provisions for transit-oriented development
- Citywide Design Guidelines

Properties within the Mather Mills Opportunity Site are designated FB-RMU (residential mixed-use), FB-HDR (high density residential), FB-MDR (medium density residential), FB-CMU (commercial mixed-use), or FB-OIMU (office industrial mixed-use), to be compatible with existing surrounding uses while maximizing future potential uses. In addition, any properties (or portions thereof) located within a quarter mile of the light rail stop may develop consistent with the citywide TOD Overlay District standards in the Zoning Code. Where the development standards in Table 5-2 deviate from the development standards in Table 4-1, the standards in Table 5-2 apply to qualifying major projects. For FB-MDR and FB-HDR zoning designations within the Mather Mills Opportunity Site, please refer to the MDR and HDR development standards outlined in Table 4-1.





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Imagery to be more accurately updated once Specific Plan Amendment is approved. Refer to the end of this document for detailed rezoning exhibits.

Table 5-2 Mather Mills Opportunity Site: Additional Development Standards

Standard	FB-RMU	FB-CMU	FB-OIMU
Density	6.1–40 du/acre	10–40 du/acre	n/a
Floor Area Ratio	No minimum No maximum	0.3 minimum No maximum	0.25 minimum No maximum
Front Setback Standards	Along the north side of Folsom Boulevard and along Paseo Drive, there is no minimum front setback. The maximum shall be no more than 10 feet, except where there is outdoor dining, a plaza, a building entry, or a courtyard between the building and the street. Exceptions can be granted for building façades with garage access.		
Primary Building Height	65 feet /4 stories maximum[1]	No maximum[2]	65 feet/4 stories maximum
Awnings/ Canopies	Awnings, canopies, recesses, or similar pedestrian shelters shall be provided along at least 30% of the building's ground-floor level along the frontage with primary building entrance and where the building abuts a plaza or other public gathering space.		
Bicycle Amenities	Establish common area bicycle facilities to encourage students to use alternative forms of transportation. For example, provide additional bike racks and lockers or other secured bicycle parking areas, shower facilities, and a bike repair kiosk.		
Building Orientation	For properties fronting along Folsom Boulevard, primary building entrances shall be oriented to a public street, a private street designed as an on-site main street, or a public gathering place.		
Public Gathering Places	All major projects shall contribute some form of public gathering place (or portion thereof) as shown in Table 5-5.		
Parking Access & Location	For nonresidential or mixed-use developments, private surface parking lots are not permitted in the required front setback area. Additionally, parking shall not be located between the street and the building façade with the primary entrance. Rather, on-site parking shall be located to the rear, side, or internal to the block and provide access to parking through alleys and driveways. Finally, parking areas on corner lots shall not be located adjacent to intersections.		
Parking Ratio	The number of vehicle parking spaces provided shall not exceed 150% of the minimum parking ratio.		
Site Furnishings & Wayfinding	For integrated developments, the City encourages uniform site furnishings and wayfinding improvements throughout the project.		

1. *No maximum height or number of stories for vertical mixed-use integration where residential use is located above nonresidential. Note #2 below also applies. Defer to TOD Overlay if applicable.*
2. *While there is no height maximum, the regulations of the Federal Aviation Administration (FAA) limit the height of structures to between 150 and 350 feet based on location. See the Safety Element of the General Plan for more information. FAA approval is required for all structures over 150 feet in height. Defer to TOD Overlay if applicable.*

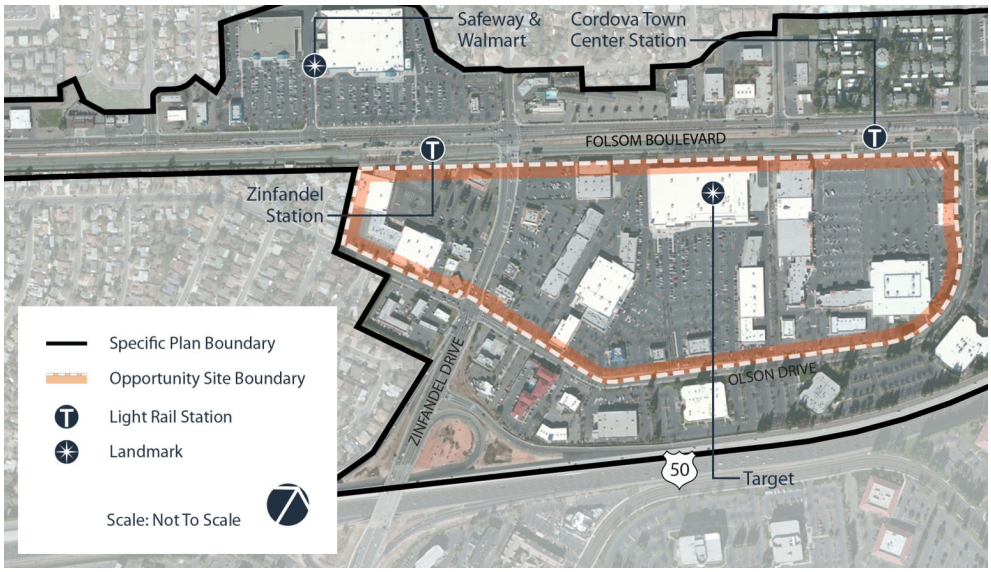
Chapter 5
Opportunity Sites

D. Olson Island Opportunity Site

1. Description

Olson Island is currently a retail commercial center serving the community and the region. It is a shopping destination where people come and have an extended stay to shop, eat, drink, and socialize. This area is envisioned to mature into an environment designed so that visitors can park once and then walk to a variety of different businesses and public gathering places. Access and circulation to and throughout the site needs to be improved with limited access driveways that resemble urban main streets, and better pedestrian access to and from the transit stop and throughout the entire commercial hub. A mix of new and expanded retail, office, and entertainment uses are encouraged, with both horizontal and vertical integration. The area will continue to be home to a wide range of large national retailers and small independent businesses. A future international marketplace will capitalize on the synergy of established uses that reflect the diversity of the community (for example, KP International Market). Small-scale civic uses such as a satellite library or community center could strengthen this area as a hub of activity for the entire city. Vibrant public seating or gathering spaces and a variety of social activities could bring residents, workers, and visitors to this central gathering place in the city.

2. Site Location Map



3. Inspired Ideas Imagery for Olson Island Opportunity Site

The following images represent the preferred land uses, development patterns, and public gathering places for the Olson Island Opportunity Site. These images are intended to guide and inspire private developers to create successful commercial projects and a variety of active public spaces.



Large retail

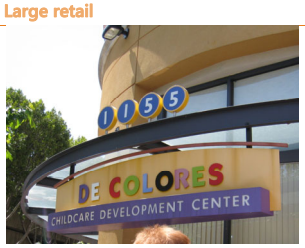


Restaurants & outdoor dining


Large retail


Offices over shops and restaurants


On-site main street



Small civic/institutional use



International marketplace


International marketplace



International marketplace


Plaza


Outdoor dining/café seating


Paseo

4. Additional Development Standards for Olson Island Opportunity Site

Additional development standards are established for major projects within the Olson Island Opportunity Site. These additional development standards address unique site opportunities, implement relevant goals, policies, and provisions of the General Plan, and ensure consistency with other City-adopted plans. Specifically, building height, housing density, floor area ratio, building setbacks, pedestrian shelter, bicycle amenities, drive-through design, on-site main street, public gathering places, site furnishings, pedestrian circulation, wayfinding, and traffic calming have been listed to implement or ensure consistency with the following plans:

- General Plan Land Use, Housing, and Urban Design elements, including special provisions for the downtown and transit-oriented development
- Citywide Design Guidelines
- Main Street Standards

These standards supplement the development standards for the underlying land use districts and apply to all properties within this opportunity site. All properties within the Olson Island Opportunity Site are designated FB-CMU (commercial mixed-use) to reflect its historic and future commercial use. In addition, any properties (or portions thereof) located within a quarter mile of the light rail stop may develop consistent with the citywide TOD Overlay District standards in the Zoning Code. Where the development standards in Table 5-3 deviate from the development standards in Table 4-1, the standards in Table 5-3 apply to qualifying major projects.

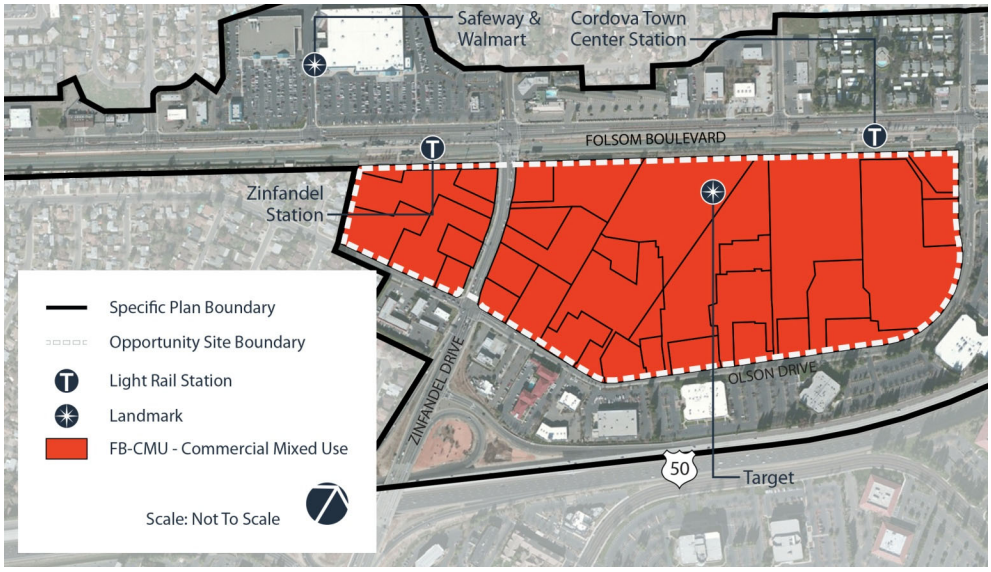
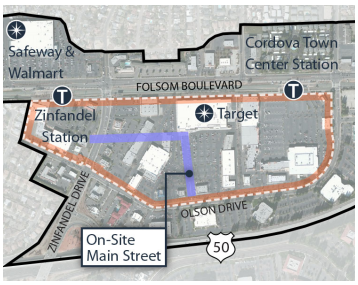


Table 5-3 Olson Island Opportunity Site: Additional Development Standards

Standard	Site-wide (FB-CMU)
Building Height	No maximum
Density	10–40 du/acre
Floor Area Ratio	0.25 minimum No maximum
Front and Street Side Setback Standards	New buildings on property abutting Olson Drive and Zinfandel Drive have no minimum front setback requirement and a maximum front setback requirement of 20 feet. Improvements and expansions to existing buildings, and new buildings that don't abut Olson or Zinfandel drives, will have no minimum or maximum setback requirements.
Drive-Through Design	Drive-Through Aisles. The minimum standards for drive-through aisles are as follows: Drive-through aisles shall have a minimum 11-foot interior radius at curves and a minimum 12-foot width. Drive-up windows and remote tellers shall provide at least 180 feet of stacking space for each facility, as measured from the service window or unit to the entry point into the drive-up lane. Non-food and/or non-beverage businesses may reduce the stacking space to a minimum of 60 feet. Each drive-through entrance/exit shall be at least 50 feet from an intersection of public rights-of-way, measured at the closest intersecting curbs, and at least 25 feet from the curb cut on an adjacent property. Exceptions may be granted by the designated approving authority when drive-though pull-out spaces are provided. Each entrance to an aisle and the direction of traffic flow shall be clearly designated by signs and pavement markings. Each drive-through aisle shall be separated from the circulation routes necessary for ingress or egress from the property or from access to a parking space. Landscaping of the Drive-Through Aisle. Landscaping shall be as follows: A 5-foot-wide planter shall be provided between the drive-through aisle and the parking area that includes shade trees consistent with those used in the parking area. An average 3-foot-tall planter with low shrubs that screens the drive-through aisles from the abutting public right-of-way shall be used to minimize the visual impact of readerboard signs and directional signs. At no time shall this landscape barrier be pruned in a manner that allows the vehicle headlights from the drive-through lane to be visible from abutting street rights-of-way. Plantings should also be designed to discourage potential safety issues. Pedestrian Access and Crossings. Pedestrian access shall be provided from each abutting street to the primary entrance with a continuous 4-foot-wide sidewalk or delineated walkway. Pedestrian walkways should not intersect the drive-through drive aisles, but where they do, the walkways shall have clear visibility and shall be delineated by textured and colored paving.

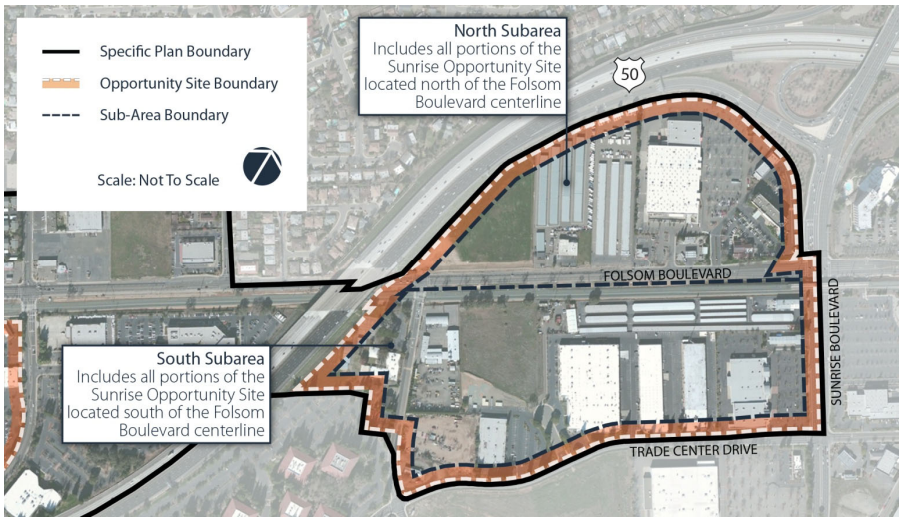
Standard	Site-wide (FB-CMU)
On-Site Main Street	The Olson Island Opportunity Site will include a project-wide on-site main street to improve circulation throughout the opportunity site. See illustration below. The on-site main street shall be located to create a walkable environment by fronting buildings along the street and internal circulation routes and shall be designed as follows: • Narrow travel lane • Limited driveway curb cuts • Wide sidewalks • Optional on-street parking • Buildings close to street frontage • Building frontages detailed with architectural elements 
Public Gathering Places	All major projects shall contribute some form of public gathering place (or portion thereof) as shown in Table 5-5.
Site Furnishings & Wayfinding	For integrated developments, the City encourages uniform site furnishings and wayfinding improvements throughout the project.
Traffic Calming	New development shall take into consideration traffic calming improvements (e.g., controlled turning movements, speed reduction measures) to maximize safety.

E. Sunrise Opportunity Site

1. Description

The Sunrise Opportunity Site is characterized by two distinct areas, one north of Folsom Boulevard and one south of the boulevard. The area to the north, referred to as the "north subarea," will be home to a future convention center and supporting uses, such as hotels, restaurants, and meeting spaces. This area also allows retail and office uses that support a convention center. The north subarea is a prime location for a performing arts and entertainment center/complex. Multistory buildings are encouraged in this area. A walkable and bikable campus-like setting will host a variety of public gathering places for visitors to eat, relax, and socialize. This area is intended to implement the General Plan Convention Overlay Area and will be a special place in the city that is entertaining, vibrant, and inviting to tourists, visitors, and residents alike. The area to the south, referred to as the "south subarea," will expand on the current concentration of building supply, construction, furnishing, and materials businesses with the intention of becoming a building trade center with interior design showrooms and outdoor demonstration gardens. This area also has potential for a trades building or "make it" business as a collaborative retail and/or work space for the concentration for building materials businesses in the area. Other office and industrial uses will continue to thrive in this area. The south subarea will be more auto-oriented in nature with larger roads, developments, and parking and loading areas.

2. Site Location Map



3. Inspired Ideas Imagery for Sunrise Opportunity Site

The following images represent the preferred land uses, development patterns, and public gathering places for the Sunrise Opportunity Site. These images are intended to guide and inspire private developers to vibrant destination places within the opportunity site.

a) Sunrise North Subarea



Convention center



Performing arts center



Hotel



Restaurants with outdoor dining



Offices over retail service and cafe



Plaza

b) Sunrise South Subarea



Interior design showroom



Building supply, construction & materials



Specialized building supplier



Light industrial



Office building



Employee break area

4. Additional Development Standards for Sunrise Opportunity Site

Additional development standards are established for major new development projects within the Sunrise Opportunity Site. These standards address unique locational opportunities and implement relevant goals, policies, and provisions of the General Plan, while ensuring consistency with other City-adopted plans. Specifically, including housing density, floor area ratio, building height, public gathering places, site furnishings, and wayfinding will help to implement or ensure consistency with the following plans:

- General Plan Land Use, Housing, and Urban Design elements, including special provisions for the convention district overlay
- Citywide Design Guidelines

Properties within the Sunrise Opportunity Site are designated FB-CMU (commercial mixed-use) or FB-OIMU (office industrial mixed-use) to reflect both existing and neighboring uses. Land use designations are shown on the map below. Where the development standards in Table 5-4 deviate from the development standards in Table 4-1, the standards in Table 5-4 apply.

Chapter 5

Opportunity Sites

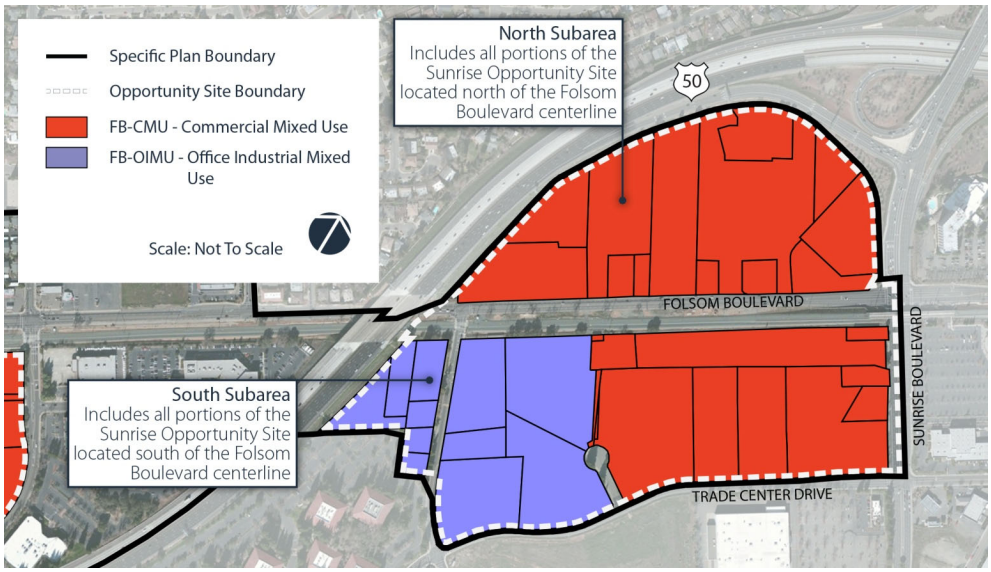


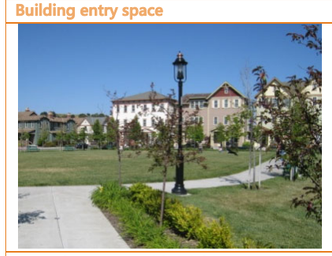
Table 5-4 Sunrise Opportunity Site: Additional Development Standards

Standard	FB-OIMU –North Subarea	FB-OIMU – South Subarea	FB-CMU – South Subarea
Density	n/a	n/a	10–40 du/acre
Floor Area Ratio	0.25 minimum No maximum	No minimum No maximum	0.2 minimum No maximum
Primary Building Height	No maximum	65 feet	65 feet
Public Gathering Places	All major projects shall contribute some form of public gathering place (or portion thereof) as shown in Table 5-5.		
Site Furnishings & Wayfinding	For integrated developments, the City encourages uniform site furnishings and wayfinding improvements throughout the project.		

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F. Menu of Public Gathering Place Types

Table 5-5 Menu of Public Gathering Places

 Amphitheatre – small	 Amphitheatre – large	 Courtyard – small commercial	 Courtyard – large residential	 Outdoor dining – small area	 Paseo
 Building entry space	 Central green – commercial	 Courtyard – large commercial	 Employee break area	 Outdoor dining – large area	 Plaza – small
 Central green – residential	 Community garden	 Courtyard – small residential	 On-site main street	 Parklet	 Plaza – large
 Rooftop garden					

Chapter 5

Opportunity Sites

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GRIFFIN SWINERTON

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LANDSCAPE ARCHITECTURE PLANNING
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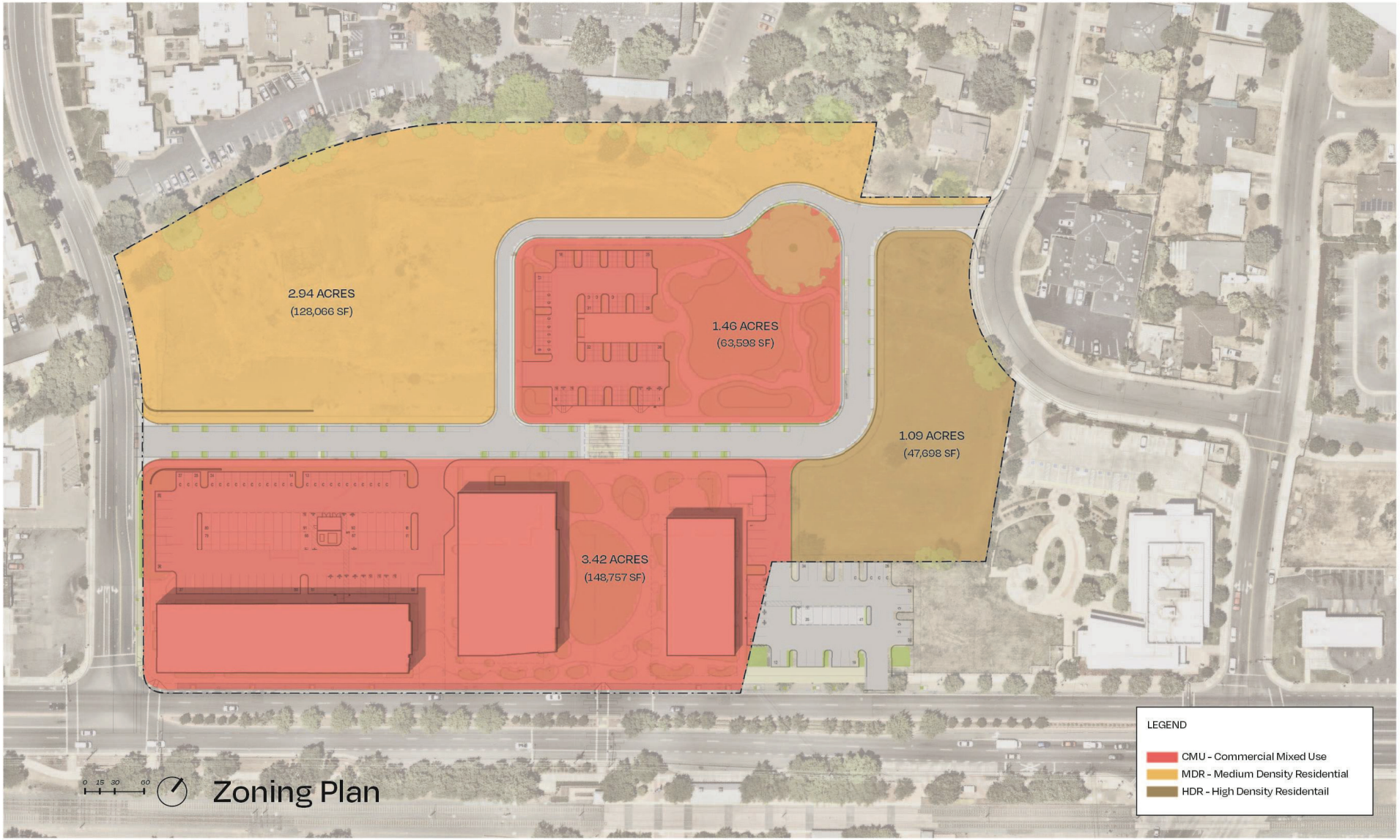
MILLS CROSSING
10179 FOLSOM BLVD
RANCHO CORDOVA, CA 95670
Developed for
GRIFFIN| SWINERTON

Revision	Date

Submittal	Date
ENTITLEMENT SUBMITTAL #1	05/09/2024
ENTITLEMENT SUBMITTAL #2	09/13/2024
ENTITLEMENT SUBMITTAL #3	01/10/2025
ENTITLEMENT SUBMITTAL #4	07/07/2025

Job Number	30911
Checked By	Checker
Scale	

EXISTING
ZONING PLAN



GRIFFIN SWINERTON

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LANDSCAPE ARCHITECTURE PLANNING
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Developed for
GRIFFIN| SWINERTON

Revision	Date

Submittal	Date
ENTITLEMENT SUBMITTAL #1	05/09/2024
ENTITLEMENT SUBMITTAL #2	09/13/2024
ENTITLEMENT SUBMITTAL #3	03/14/2025
ENTITLEMENT SUBMITTAL #4	07/07/2025

Job Number	30911
Checked By	Checker
Scale	

PROPOSED
ZONING PLAN

MEMORANDUM

ITEM 9.3.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Rachel Trinh, Development Senior Analyst

SUBJECT: **ANNUAL COMPLIANCE REVIEW OF DEVELOPMENT AGREEMENTS**

RECOMMENDATION

Receive and file.

RESULT OF RECOMMENDED ACTION

There is no recommended action; this is a receive and file for Development Agreements Compliance Review.

BACKGROUND

Following incorporation, the city adopted a Development Agreement entered into by the county and Elliott Homes in 2003 for the Villages of Zinfandel Special Planning Area, and between 2004 and 2006 entered into a significant amount of Development Agreements with various land owners in the Sunridge Specific Plan Area, and a Development Agreement relative to Capital Village in 2005.

More recently, the city entered into Development Agreements with 5 of 6 the land owners in the Suncreek Specific Plan in 2014, Amended and Restated Development Agreements with the two land owners of Rio Del Oro Specific Plan in 2017, a Development Agreement for Bradshaw Village in 2019, a Development Agreement for The Ranch in 2020, and a Development Agreement for The Preserve Project in 2022.

Many of the Development Agreements ("Agreement(s)") have been amended with First, Second, Third and on occasion a Fourth Amendment. Amendments to Agreements have occurred for many reasons, including but not limited to, reflect change in land use, revised open space standards, changes to impact fees, addition of supplemental fees, to memorialize certain infrastructure requirements, and to extend the expiration date.

Government Code § 65865.1 requires that the city provide a periodic review of Development Agreements at least every 12 months. The Agreements are reviewed by staff at several stages including prior to recordation of a final map, prior to issuance of the first building permit, periodically to monitor timing of required infrastructure improvements, during due diligence when prospective interested parties request a fee estimate, and when an estoppel is requested by the land owner. Staff had not provided a routine compliance review status to the City Council

until a comprehensive status was provided on May 24, 2024. This will continue to be provided on an annual basis.

Attached to this staff report is a summary of the compliance status of Development Agreements. Information contained in the Status Report include the project reference, expiration date, and the status. A status of “In Compliance” means that the project is not out of compliance with the Agreement, although there may still terms be of the Agreement that will need to be met on an ongoing or future basis. A status of “Satisfied” means that residential buildout has occurred and all terms of Agreement has been met, although the term of the Agreement has not expired. A status of “Expired” means the term of the Agreement has expired.

The Agreements have been summarized in the following categories:

- **Active Development Agreements – Active Home Construction**. The projects in this category are actively pulling residential building permits. All these projects are currently in compliance with the terms of their respective Agreement.

- **Active Development Agreements – Active Grading and/or Pending Final Maps**. The projects in this category are either actively grading onsite, and/or are processing tentative or final maps and will be actively grading in the next year. All these projects are currently in compliance with the terms of their respective Agreements. Prior to recordation of the final maps and/or issuance of building permits, certain terms of the Agreement will need to be complied with.

- **Active Development Agreements – No Construction Activity**. The projects in this category have tentative maps, but there is no land owner actively pursuing final maps or construction activity. All these projects are currently in compliance with the terms of their Agreements. Essentially this means they are not out of compliance since no activity has occurred with the projects.

- **Active Development Agreements - Residential Buildout with Active Infrastructure Construction**. All the projects in this category have full buildout of residential construction, all homes have sold. However, these projects still have active construction of infrastructures, including but not limited to roadways, utilities, park improvements, etc. and are in compliance with the terms of the Agreement.

- **Development Agreements with Residential Buildout – Not Expired**. All the projects in this category have full buildout of residential construction, all homes have sold, but the respective Agreements have not reached the expiration date. However, the Agreement does automatically terminate with respect to each single-family lot when fully constructed and transferred to a bona-fide good-faith purchaser. If all terms have been satisfied, staff may reach out to Developer to mutually terminate their respective Agreements to minimize future reporting.

- **Expired Development Agreements.** The projects in this category either have full buildout of residential construction and/or the Development Agreement has recently expired. Previously reported expired Agreements are no longer shown.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact on the General Fund relative to this compliance report.

ATTACHMENT(S)

1. Development Agreements Compliance Review

Development Agreements Compliance Review

Project Reference	Expiration Date	Status
Active Development Agreements – Active Home Construction		
Sunridge Lot J - Cresleigh Homes	06/18/2029	In Compliance
Arista Del Sol	10/15/2029	In Compliance
Montelena (Villages 3, 5, 7)	05/03/2031	In Compliance
Montelena (Villages 1, 2, 4, 6, 8, 9, 10)	09/27/2031	In Compliance
The Ranch	02/21/2040	In Compliance
Suncreek – Grantline 220	01/01/2039	In Compliance
Rio Del Oro – Elliott Homes	10/19/2041	In Compliance
The Preserve	05/19/2042	In Compliance
Active Development Agreements – Active Grading and/or Pending Final Maps		
Bradshaw Village	07/03/2034	In Compliance
Suncreek - Shalako	01/01/2039	In Compliance
Douglas 103	05/04/2030	In Compliance
Active Development Agreements – No Construction Activity		
Rio Del Oro – Aerojet/Gencorp	10/19/2041	In Compliance
Suncreek – Trevor Gilmartin	01/01/2039	In Compliance
Suncreek – Sierra Sunrise	01/01/2039	In Compliance
Suncreek – Vrame-Smith-Dunmore	01/01/2039	In Compliance
Active Development Agreements - Residential Buildout with Active Infrastructure Construction		
Grantline 208	04/15/2030	In Compliance
Development Agreements with Residential Buildout– Not Expired		
Sundance/Sunridge Villas	12/06/2027	Satisfied
Douglas 98	10/03/2028	Satisfied
Anatolia IV	12/31/2029	Satisfied
Anatolia I - Anthology	12/31/2028	Satisfied
North Douglas	08/20/2029	Satisfied
Expired Development Agreement(s)		
Capital Village	04/06/2025	Expired

MEMORANDUM

ITEM 9.4.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Assistant Public Works Director
Kristine Courdy, Senior Civil Engineer

SUBJECT: **A RESOLUTION TO APPROVE THE APPOINTMENT OF AN ADDITIONAL ALTERNATE REPRESENTATIVE FOR THE CITY OF RANCHO CORDOVA TO THE GOVERNING BOARD OF THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would appoint an additional alternate representative for the City of Rancho Cordova to the Governing Board of the Sacramento Central Groundwater Authority.

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 Omochumne-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.

On March 17, 2025 the Rancho Cordova City Council appointed the City of Rancho Cordova

and Golden State Water Company representatives as set forth in the JPA. To increase resiliency and support of the SCGA Board, staff recommends that Council appoint an additional City of Rancho Cordova alternate staff member to the SCGA Board:

Organization	Nominees and Alternates
City of Rancho Cordova	Albert Stricker, Public Works Director Dalia Fadl, Assistant Public Works Director (alternate) **Kristine Courdy, Senior Civil Engineer (added alternate)**

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 APPOINTMENT OF AN ADDITIONAL ALTERNATE MEMBER FOR THE CITY OF RANCHO CORDOVA 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, 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, on March 17, 2025 the Rancho Cordova City Council appointed the City of Rancho Cordova and Golden State Water Company representatives as set forth in the JPA; and

WHEREAS, it is recommended to include an additional alternate representative from the City of Rancho Cordova to the SCGA Board to provide resiliency and support.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does appoint the following additional individual to serve as an alternate for the City of Rancho Cordova on the Sacramento Groundwater Authority Governing Board.

Organization	**Nominees and Alternates**
City of Rancho Cordova	Albert Stricker, Public Works Director Dalia Fadl, Assistant Public Works Director (alternate) **Kristine Courdy, Senior Civil Engineer (added alternate)**

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 9.5.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Kristine Courdy, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-166 WITH R.E.Y. ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED OF $1,692,538.00 FOR ENGINEERING AND DESIGN SERVICES FOR THE LINCOLN VILLAGE PAVEMENT REHABILITATION PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution and awarding a design contract would promote public safety, neighborhood connectivity, improve reliability and extend the life of local roads within the Lincoln Village neighborhood.

BACKGROUND

The Lincoln Village Pavement Rehabilitation Project area is located in the neighborhood bordered by Bradshaw Road, Routier Road, Highway 50, and Old Placerville Road.

The Lincoln Village Pavement Rehabilitation Project will include an overlay of existing pavement to improve the road surfaces, curb ramp upgrades to achieve compliance with the Americans with Disabilities Act, storm drain upgrades to improve flood protection and stormwater conveyance, and other incidental work as required. The Lincoln Village neighborhood was recommended for rehabilitation based on the age of the infrastructure and pavement conditions. The scope associated with the size of the neighborhood requires a multi-fiscal year budget allocation beyond FY25-27. Therefore, as part of the project design, project phasing will be scoped to allow for efficient project delivery.

The services in this contract will include high-quality designs to provide the residents and citizens within the community a safer, smoother quality of ride, improved access for pedestrians and bicyclists, and drainage improvements.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this project will consist of Measure R, Measure H, Gas Tax, Road Maintenance and Rehabilitation Fund, Gas Tax, Measure A Maintenance Fund, Roadway Improvement Fund, and Street Trench Fees.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-166
3. Project Area Map

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. 2025-166 WITH R.E.Y. ENGINEERS, INC. FOR ON CALL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $1,692,538.00 FOR THE LINCOLN VILLAGE PAVEMENT REHABILITATION PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2025-166 with R.E.Y. Engineers, Inc. in an amount not to exceed $1,692,538.00 for on-call engineering and design services for the Lincoln Village Pavement Rehabilitation Project; and

WHEREAS, the project will include an overlay of existing pavement to improve the road surfaces, sidewalk upgrades to achieve compliance with the Americans with Disabilities Act, and storm drain upgrades to improve flood protection and storm water conveyance in the neighborhood bordered by Bradshaw Road, Routier Road, Highway 50, and Old Placerville Road; and

WHEREAS, funding for this project will consist of Measure R, Measure H, Gas Tax, Road Maintenance and Rehabilitation Fund, Gas Tax, Measure A Maintenance Fund, Roadway Improvement Fund, and Street Trench Fees; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-166 with R.E.Y. Engineers, Inc. in an amount not to exceed $1,692,538.00 in a form approved by the City Attorney for the Lincoln Village Pavement Rehabilitation Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 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 R.E.Y. ENGINEERS, INC.
FOR THE LINCOLN VILLAGE PAVEMENT REHABILITATION PROJECT (CS80121)**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and R.E.Y. Engineers, Inc, a California Corporation, ("Professional") as of July 7, 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, 2028, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed One-Million Six Hundred Ninety-Two Thousand and Five Hundred Thirty-Eight Dollars ($1,692,538.00) not withstanding 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. 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 thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

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

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

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

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 Kristine Courdy ("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:
Jim Fisher, PE, Principal
R.E.Y. Engineers, Inc.
905 Sutter Street, Suite 200
Folsom, Ca 95630
Email Address (for Insurance Update Requests)
contracts@reyengineers.com

Any written notice to City shall be sent to:
Kristine Courdy
Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8842
kcourdy@cityofranchocordova.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.

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

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

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

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date: _____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date: _____

PROFESSIONAL

_____
Jim Fisher, PE, Principal

Date: _____

EXHIBIT A

SCOPE OF SERVICES

See Attached Consultant Proposal

BACKGROUND

Using a combination of State and local funding sources, the City of Rancho Cordova (City) is generating approximately $10M annually for their Citywide Neighborhood Street Rehabilitation Program which aims to rehabilitate roadways throughout the City in an effort to extend pavement life and improve rideability.

The City evaluates their streets on a regular basis to identify roadways in need of pavement treatments. The City completed a Pavement Management Plan (PMP) in 2015 and recently updated it in 2024. The PMP calculated the pavement condition index (PCI) for the City's roadways and broke the roadways into groups labeled by RC numbers. The City has identified RC11 and RC14 (Lincoln Village) as the next areas to be rehabilitated.

The limits of the project are bounded by Routier Road, Bradshaw Road, Old Placerville Road, and Highway 50. Bradshaw Road and Highway 50 are not included in this scope of work. Old Placerville Road and Routier Road will be included in the pavement treatment memo and are assumed to be excluded from the Final Design and Construction phases.

The estimated total construction cost for the pavement treatments in this project; not including design, construction soft costs, and associated improvements such as curb ramps and drainage infrastructure; is $14M. The assumed total hard cost of construction, inclusive of curb ramps and drainage infrastructure improvements, is approximately $18M.

The City believes this project may be constructed in multiples phases and has a goal to complete it in two phases or less. **For this proposal, we have included the effort to prepare one set of project documents through construction in the base project in case the project is not phased.** Should the City elect to break the project into two phases, we have included optional tasks to augment our budget to break the project documents into two phases. This proposal was prepared assuming the decision to break the project into two phases wouldn't occur until after 65% design; therefore, all pre-design and preliminary design activities have been included in the base project.

Pavement treatments can be broadly classified as preservation, repair/rehabilitation, or replacement/reconstruction. Pavement preservation treatments are aimed at extending existing pavement service life and typically include localized preventative maintenance (crack sealing, repairing potholes, etc.) and surface treatments (slurry seals, microsurfacing, chip seals, etc.). Typically, pavement preservation treatments are most appropriate for pavements with a PCI equal to or greater than 50 ("Fair" condition and better). For PCI rating between 25 and 49 ("Poor" condition) repair and rehabilitation methods such as grind and overlays incorporating rubberized hot mix asphalt (RHMA) and geosynthetic reinforced overlays are appropriate. For pavements with a PCI rating of 24 and below ("Very Poor" and "Failed"), full reconstruction or rehabilitation using in-place recycling is usually appropriate.

Based on our review of the 2024 PCI data, we anticipate that 43 streets will require pavement preservation treatments, 42 streets will require repair and rehabilitation methods, and zero (0) streets will require full reconstruction.

Per the United States Department of Justice (USDOJ) and Department of Transportation (USDOT), pavement rehabilitation projects that include an overlay or major alteration to the pavement surface require that existing curb ramps be improved to current Americans with Disabilities Act (ADA) standards, where necessary, and curb ramps be installed, where none exist, at locations where a sidewalk or other pedestrian walkway crosses a curb. However, the USDOJ and USDOT interpretation of the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. **Within the project site, there are 172 curb returns that have sidewalks with no existing curb ramps.** We are assuming the design for curb ramps at all 172 locations will be included with this project. Additionally, in anticipation that Old Placerville Road may receive a treatment that triggers curb ramp updates, the four (4) existing curb ramps at the intersection of Old Placerville Road and Granby Drive are visually out of compliance with current ADA standards, therefore, updated designs are included in this project scope.

To extend the lifespan of the pavement rehabilitation, the City has reviewed the storm drain system and identified improvements including upsizing substandard drainage inlets and storm drain pipes. Drainage inlets and inlet leads associated with curb ramp locations within 70 intersections will be relocated, upsized, and upgraded in conjunction with the curb ramp designs. Based on the City's GIS viewer, stormwater master plan, and preliminary discussions with City staff, in addition to the curb ramp locations, **we are assuming nine (9) existing Type G.D. drainage inlets, seven (7)**

existing 6-inch inlet leads, and ten (10) existing 8-inch inlet leads, will be replaced as part of this project. Also included in this project is the replacement of approximately 440 feet of 30" RCP in Routier Road that has damage which is allowing the infiltration of groundwater into the pipe.

At this time, it is anticipated that all work will be performed within the City's right-of-way and no permanent or temporary rights will need to be acquired.

No major utility conflicts/relocations are known or anticipated at this time with the exception of adjustments to grade; however, it is recommended that **we allocate time to further evaluate and identify any utility conflicts early in the design process as to not adversely affect construction.** Roadways scheduled for rehabilitation should be evaluated further to determine whether any shallow utilities are in conflict with dig out locations and/or whether utilities are deep enough to remain protected during construction when a portion of the existing material is removed.

The number of existing survey monuments/markers potentially disturbed by these improvements is unknown at this time, but based on our initial research, **over 400 recorded monuments may exist within the project site.** We understand that monument preservation is an important component of most pavement rehabilitation projects. Our team will provide survey monument preservation in accordance with Section 8771 of the Professional Land Surveyors Act in the Business and Professionals Code of the State of California.

We understand that the City is working with an engineering consultant to design temporary and permanent traffic calming improvements within the Lincoln Village community as part of the Lincoln Village and Countryside NTMP Project. These traffic calming improvements, shown on Exhibit 5 and Exhibit 6 - Proposed Lincoln Village Improvements, are outside of the scope of this RC11 and RC 14 Project. However, R.E.Y. recognizes that data collected as part of the surveying efforts for this contract may be useful to the City for the delivery of the Lincoln Village and Countryside NTMP Project. Upon request, we are happy to provide a separate scope and fee for topographic mapping, right of way mapping and monument preservation services.

Assumptions:

- State and/or locally funded project with no Caltrans or CTC oversight.
- Project limits and list of streets included as defined in attached site map and spreadsheet.
- City to provide:
  - Pavement Condition Data Collection Services – 2024 Update
  - Roadway Classifications and Traffic Indexes (TI)
  - Storm Drain Master Plan
  - GIS Utility Database
  - As-Builts/Record Drawings
- City will distribute and mail Pre-Design/MetroQuest Flyers.
- No flaggers will be required for traffic control for pre-design field work.
- Only minimal traffic control devices such as signs, cones, etc. will be required for pre-design field work.
- Pre-design field work will be performed during regular working hours (no overtime).
- No right-of-way determination and/or acquisitions are anticipated at this time.
- Pavement cores to be taken in alternating shoulders of the roadway per the attached spreadsheet.
- New curb ramps will only be required at the locations shown on the project site map.
- 79 intersections will require curb ramps and/or drainage improvements.
- 90 control points will be required for the topographic survey.
- See attached site map for assumed locations of curb ramp improvements included in this project.
- Utility mark out will be extracted from the Mobile LiDAR data on streets with a PCI of 50 or less, excluding Old Placerville Road. Should the City want any additional underground utilities included in the topographic survey, we will provide a contract amendment request once the scope is defined.
- The City will provide "No Parking" notifications in areas where geotechnical field sampling will be performed.

- Traffic Control for pavement coring will consist of traffic cones around the work area. If additional traffic control is required, it will be at an additional cost above what is included in this proposal.
- The area of disturbed soil will be greater than one-acre, but the contractor will prepare the Permit Registration Documents (PRD's) including the Stormwater Pollution Prevention Plan (SWPPP), and the City or its construction management team will provide the qualified SWPPP practitioner services (QSP) during construction to monitor the implementation of the SWPPP.
- Storm drain pipes and inlet leads smaller than 10-inches in diameter will be replaced with this project. Pipes and inlet leads 10-inches or larger will not be replaced unless specifically noted above.
- The contractor will prepare all Traffic Control and Construction Staging Plans for the City's approval.
- The City will provide Front End Documents including, but not limited to, the Notice to Bidders, General Provisions, Agreement (Proposal), etc.
- Construction management and inspection services are not included in our scope of services, at this time, but an additional scope and fee can be provided, if requested by the City.

SCOPE OF SERVICES

I. Pre-Design

1. Project Management

Provide overall project coordination, administration, and quality control for up to seven (7) months. R.E.Y. will coordinate all activities with the City's Project Manager, Jonathan Lujano. This task will include periodic check-ins approximately twice per month with the City's Project Manager as well as a monthly project update on the status of the project.

DELIVERABLE(S):

- Bi-weekly Check-in Phone Calls
- Monthly Progress Reports (.pdf format)

2. Utility A Letters

To inform the utility purveyors of the upcoming project and obtain their systems maps, R.E.Y. will begin its coordination with the local utility companies by sending out requests for owners' facility maps. The letters will include a clause reminding the utility purveyors of the City's 5-year moratorium for underground improvements in a recently repaved roadway.

Information from the utility maps will be reviewed as part of the Records Research task.

DELIVERABLE(S):

- Utility A Letters (.pdf format)
- Utility Systems Maps (.pdf format)

3. Records Research

Review Pavement Management Plans, Storm Drain Master Plan, As-Builts, Record Maps, R/W Maps, Utility Maps, etc. Review Record Maps to research existing survey monumentation that may be disturbed during construction.

4. Preliminary Plan Sheets

R.E.Y. will develop preliminary 11"x17" plan view sheets for the streets within the project limits. These sheets will include an aerial image as a background and be used for notetaking during the Detailed Job Walk and Drainage Scoping Meeting. The sheets will be cut in a manner such that they are useful for future final design tasks.

DELIVERABLE(S):

- Preliminary Plan Sheets (.pdf format)

5. Detailed Job Walk

After reviewing the project records and preparing the Preliminary Plans Sheets, R.E.Y. will perform a detailed job walk with the City to review the curb ramp; drainage; and curb, gutter, and sidewalk improvements. During the job walk, we will note locations and size of curb, gutter, and sidewalk repairs on the Preliminary Plan Sheets.

During this site walk, we will review and finalize the proposed drainage improvements as well. By clarifying the limits of the drainage improvements early on, we can schedule our field surveys more efficiently.

DELIVERABLE(S):

- Meeting agenda (.pdf format)
- Meeting minutes including notes on Preliminary Plans Sheets (.pdf format)

6. MetroQuest Survey

Our team will build an engaging online survey designed to educate the community and collect community input by displaying several project elements on the RC11 & RC14 Neighborhood Street Rehabilitation Project. This online survey provides an interactive tool that takes approximately seven (7) minutes for residents to fill out, is very cost effective, and provides no barriers to access. The survey can be shared on social media, on a project website, and in email marketing. Results are quantitative while also qualitative due to the ability for readers to leave open comments.

We will meet with the City, virtually, to kickoff the survey development. At the meeting we will discuss the desired results from the survey and determine the best strategy to deliver the online survey to the desired audience. The use of multiple delivery methods will provide the best results. We will work closely with the City to identify the types of educational information and data collection questions appropriate for this project. The primary objective of the engagement survey is to educate the community on RC11 & RC14 Neighborhood Street Rehabilitation Project while also providing the community with the opportunity to share their feedback.

We anticipate preparing and launching the survey within the two (2) months of being under contract and the survey running for two (2) months. The survey will be modeled after the previously completed surveys for RC02, RC04, and RC10. The data collected will be analyzed and reports generated periodically throughout the process for the City to review. At the end of the survey, we will analyze the full set of data and provide final reports to the City.

Once the MetroQuest Survey has closed for comment, we will meet with the City, virtually, to discuss the results of the MetroQuest survey and field verify any results that require additional clarification.

DELIVERABLE(S):

- MetroQuest Survey Kickoff Meeting agenda (.pdf format)
- MetroQuest Survey Kickoff Meeting minutes (.pdf format)
- MetroQuest Survey
- Report of Results (.pdf format)
- MetroQuest Results Meeting agenda (.pdf format)
- MetroQuest Results Meeting minutes (.pdf format)

7. Geotechnical Engineering Study

Before starting any geotechnical field work, our team will prepare a project specific Health and Safety Plan for our exploration work within the existing City right-of-way. We will also fill out and submit a “no fee” encroachment permit for the pavement coring and non-destructive falling weight deflection (FWD) testing work performed within the City right-of-way. As part of this submittal, our team will prepare a field exploration schedule, in table format, of the streets where the work will be performed per day with updates and modifications for weather delays and conflicts with City special events or maintenance operations. This schedule will be updated daily for coordination with City maintenance and first responders.

Our team will perform nondestructive testing using owned and operated Dynatest 8000 Falling Weight Deflectometer Test System (FWD). The FWD is a nondestructive test device that is designed for multi-purpose pavement applications, ranging from unpaved roads to airfields. FWD generated data, combined with layer thickness, can be confidently used to

obtain the "in-situ" resilient elastic moduli of a pavement structure. This information can, in turn, be used in a structural analysis to determine the bearing capacity, estimate remaining service life, and to calculate an overlay requirement, if applicable (over a desired design life). Testing will comply with Caltrans Test Method 357, March 2014 version, when possible. Many of the streets are too short to achieve 21 drop points. We will vary the interval between test points from 40 feet (used on the short streets) to 200 feet used on the longer streets. Streets with a centerline marking will be tested in two directions while streets with no markings will be tested in a single direction.

As required by law, our team will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 working hours prior to any pavement core work. We will coordinate with City maintenance staff to identify any City utilities which may be in conflict with the proposed coring locations and relocate our pavement core locations appropriately.

Our team will perform pavement coring at up to 83 locations to verify the existing pavement thicknesses. The recovered cores will be labeled and retained for later documentation of the core thickness and condition. Any base material identified below the existing pavement will have the thickness measured and recorded. At every core location a bulk sample of the subgrade soils will be obtained for visual classification and possible soil laboratory testing. The pavement cores will be in the on-street parking areas of the existing roadways and the core locations will be alternated to verify the existing pavement conditions are consistent throughout the streets. Traffic control for the pavement coring will consist of construction signs and traffic cones.

Pavement coring (destructive testing) will be conducted by removing a 6-inch pavement core from the bound materials, then augering through any base and subbase material down into the subgrade. Our team has utilized this sampling technique on numerous projects and find it to be a relatively quick and easy method allowing both layer type determination and layer thickness determination. Samples of the base, subbase, and subgrade materials will be collected as needed. With the possibility of recommending full depth reclamation, all materials to a depth of 27-inches will be collected for possible testing.

An additional benefit of pavement coring is the determination of cracking propagation. For purposes of developing the most effective rehabilitation strategies, it is important to understand whether the visible cracking is initiated from the top down or from the bottom up. Taking cores over cracked sections of pavements provides great insight into the pavement distress mechanism. Each core will be examined, and the material types and thicknesses will be noted. All core holes will be patched with high early strength non-shrink grout dyed black to match the existing asphalt concrete.

Bulk subgrade soil samples will be taken at each core location, and soils of the same classification will be combined for testing. An in-situ moisture sample will also be collected at each location. Samples of the existing subgrade soils will be transported to a lab for observation and testing. Laboratory tests will be performed on selected samples to aid in the classification and to evaluate the engineering properties of the subsurface soils. Soil laboratory tests are anticipated to include the following:

- Ten (10) Natural water content (ASTM D 2216)
- Eight (8) Grain size analysis (sieve) (ASTM D 422)
- Eight (8) Atterberg limits (ASTM D 4318)
- Four (4) Resistance value (ASTM D 2844 or CT301)
- One (1) Full Depth Reclamation (FDR-C) mixture design

The field data collected will be compiled and analyzed, resulting in recommended rehabilitation treatments for each street segment. For clarity of discussion, we have divided the analysis into three subtasks as defined and discussed in the following sections.

1. ***Analysis of Layer Structure:*** The coring and boring logs will be reviewed to determine the actual structure of each street segment. These accurate layer thickness measurements and configurations will be needed as input values during the analysis of the deflection data. In addition, they will be utilized to determine the uniformity of existing pavements and aid in dividing the pavement areas into homogenous sections. Uniformity of support throughout a pavement is the most important design element affecting long-term pavement performance.

Pavement cross sections can be designed to provide adequate pavement design structure on good or poor support, but if support is not uniform, performance, and repair needs will be similarly non-uniform. Treatment recommendations will be based upon homogenous pavement sections.

2. ***Analysis of Deflection Data:*** The deflection data will be used to determine section uniformity and existing structural capacity. The deflection data will be normalized for load and temperature; peak deflections will be plotted providing an indication of uniformity throughout a pavement segment. In addition, back calculations will be performed on all deflection data to determine the resilient modulus values of each pavement layer.
3. ***Design Recommendations:*** Based upon the results of the above analyses, pavement preservation, rehabilitation, or reconstruction recommendations will be developed for each street segment. Normally, several different strategies could be selected for a given combination of distresses and structural capacities; however, based upon cost analysis techniques, the most cost-effective treatment will be determined and recommended.

Recommendations will be made based upon the combination of existing distress, structural capacity, drainage functionality, and projected Traffic Index (TI). Drainage is critical to the recommendation, since if poor drainage is the cause of a weak pavement, and if drainage is not addressed, then the anticipated life of a rehabilitation treatment will be greatly reduced, and the solution may not be cost effective. Therefore, drainage characteristics and repair mechanisms must be part of any rehabilitation recommendation.

A draft final report will be developed upon completion of the recommendation treatments for each area. The report will detail the field data collection, the analysis methods and results, the rehabilitation options considered, and the recommended rehabilitation strategy or strategies for each taxiway segment. A single report will be developed for the project and will contain stand-alone rehabilitation recommendations for each street segment. The pavement report will include the following:

- Summary of the Scope of Work performed including the field exploration, FWD testing, and soil laboratory testing performed in each segment.
- Site Location Map showing the streets included in this segment.
- Pavement coring location map and photo log of the recovered cores including the thickness and description of the existing asphalt concrete, any interlayers (fabric) identified, and any aggregate base material identified.
- Description of the subgrade soils identified beneath the existing asphalt by pavement core locations and summary of the soil laboratory testing results.
- Locations of the FWD testing and the FWD testing results.
- Evaluation of expansion potential of the subgrade soils and recommended remedial measures based upon Atterberg testing results.
- A discussion of the FWD testing results and both HMA and RHMA structural overlay options for roadway sections which are candidates for structural overlays. The use of a paving fabric and/or structural paving grids may be evaluated as part of the overlay analyses.
- FDR-C mix design and strength vs. percent Portland Cement added curves along with new HMA/FDR-C stabilized base structural pavement sections.
- New hot mix asphalt over aggregate base structural pavement sections for areas requiring complete reconstruction following Chapter 600 of the Caltrans Highway Design Manual.

DELIVERABLE(S):

- Draft Report (.pdf format)
- Final Report (.pdf format and two wet stamped and signed hard copies)

8. Pavement Treatment Memo

Using information obtained through the various field investigations and reports, we will prepare a Draft Pavement Treatment Memo summarizing the alternative pavement treatments for the streets within the project limits. Each of the proposed alternatives will have a discussion as to the effectiveness, anticipated design life, and cost for evaluation by the City.

We will meet with the City, virtually, to discuss the Draft Pavement Treatment Memo and select the pavement treatment for each street within the project limits. Once the City selects the pavement treatments for each street, a final memo will be prepared identifying the selected improvements for Final Design.

DELIVERABLE(S):

- Draft Pavement Treatment Memo (.pdf and .docx formats)
- Final Pavement Treatment Memo (.pdf format)
- Pavement Treatment Meeting agenda (.pdf format)
- Pavement Treatment Meeting minutes (.pdf format)

9. Utility Locating

Prior to the Mobile LiDAR scan, our team will locate and mark locations and depths of the existing underground utilities within the streets identified for reconstruction or rehabilitation based on a PCI value of less than 56 and within the vicinity of all remaining proposed storm drain system improvements. For the proposal of prior projects, we had scoped only streets that we assumed would need full reconstruction. On recent projects, we added utility location of the rehabilitation streets into the scope through a contract amendment to account for utility conflicts with proposed digouts and shallow utilities that may be at risk when portions of the existing cover are removed during construction. For this reason, we have assumed utility locating would be required on all the roads with a PCI indicating rehabilitation. The depths obtained during the locating effort will be used to evaluate conflicts between shallow existing utilities and the proposed reconstruction alternatives as well as for the underground utility improvements.

Our team will utilize various non-destructive techniques to identify the location of existing utilities. Geophysical equipment may be used including GPR, Electromagnetic Locators, Ram Rods, etc. to assist in locating lines. Where geophysical equipment is utilized, the investigation will be performed to identify utilities to quality Level B as defined by the University of Purdue guidelines for quality levels produced by Ground Penetrating Radar. The utilities identified during the investigation will be marked out onsite following the American Public Works Association (APWA) guidelines for the marking of utilities. APWA industry standard colors will be used to mark the locations directly on the surface. Non-permanent water-based paint will be used where permitted. Where paint is not permitted (such as finished decorative surfaces or high traffic customer areas) chalk, wax, or other materials may be used.

We will stagger the utility locating efforts so that we have access to the most critical data as early as possible in the design process. For the purposes of this proposal, we are assuming up to eight (8) hours of traffic control for speed limits 25-55, which may be used for either the mark and locate or potholing activities.

DELIVERABLE(S):

- Utility marks

10. Mobile LiDAR Survey

Once the Detailed Job Walk and Utility Locating is complete, we will establish control for the LiDAR survey and conventional field survey. We will set and tie up to 90 ground control points (GCP), one at each intersection, potentially requiring curb ramp improvements and at locations outside of those intersections potentially requiring drainage improvements. Once control is established, we will perform a Mobile LiDAR scan and acquire 34 lane-miles of data (two passes on each street). We will then process the trajectory, scan data, and imagery and export the point cloud data into .las format.

DELIVERABLE(S):

- LiDAR data (.las format)

11. Pavement Analytics

To more accurately define the areas of distress, we will use our LiDAR data to perform a semi-automated pavement analytic process using our TopoDOT software. This process will create a plane on the roadway using the extracted crown and edges of pavement and then measure data returns in the point cloud above and below that plane. We will then output a .dwg file that identifies pavement distress and categorizes the distress as low, medium, and high. Once identified, these locations will be analyzed for areas for digouts on streets receiving a light rehabilitation or preservation treatment during the design process.

DELIVERABLE(S):

- Digout Data (.dwg formats)

12. Topographic Survey and Base Map

After the LiDAR data is collected, we will begin collecting the supplemental survey data. First, we will review the LiDAR data for any "holes" or "gaps" in the data due to parked cars or obstructions. We will then send our field survey crews out to supplement the information obtained and fill in any gaps in the LiDAR data. The entire storm drain system within the project limits will be dipped to obtain information on the size, depth, slope and orientation of the underground pipes connecting to each manhole and DI. Sewer manholes within the vicinity of the drainage improvements, including those on Routier Road within the limits of the attached supplemental survey request, as well as the next manhole up and down both legs will be dipped to obtain information on the size, depth, slope and orientation of the underground pipes connecting to each manhole. The field survey crew will also collect any of the marks from the Utility Locating task not visible from the LiDAR data. We will stagger the supplemental surveys so that we have access to the most critical data as early as possible in the design process.

Using the information collected during the Records Research task and field surveys, we will prepare a digital Topographic Survey and Base Map, including a georeferenced and semi-orthorectified aerial image as a background. Only the crown and edges of pavement for the roadways within the project limits will be extracted. Extracting the edge of pavement will provide much more accurate quantities than deriving quantities based on aerial imagery alone.

Minimal extraction will be performed for the curb ramp and storm drain improvements. Only the key topographic elements (e.g. back of walk, flowline, adjacent sidewalk joints) will be extracted for use when designing the curb ramps. The point cloud itself can be displayed in color contours to determine the direction of gutter flow for any drain inlet relocations and to identify areas with ponding issues.

DELIVERABLE(S):

- Topographic Survey and Base Map (.dwg format)

II. Final Design

1. Project Management

Provide overall project coordination, administration, and quality control for up to twelve (12) months. R.E.Y. will coordinate all activities with the City's Project Manager, Jonathan Lujano. This task will include periodic check-ins approximately twice per month with the City's Project Manager as well as a monthly project update on the status of the project.

DELIVERABLE(S):

- Bi-weekly Check-in Phone Calls
- Monthly Progress Reports (.pdf format)

2. CEQA Categorical Exemption

Prepare a Categorical Exemption (Cat Ex) for this project. The City will file the Notice of Exemption (NOE) with the County.

DELIVERABLE(S):

- Cat Ex (.docx format)

3. 65% Plans, Specifications, and Estimate (PS&E)

Prepare 65% Plans, Specifications, and Estimate based upon the Final Project Pavement Treatment Memo. Curb ramps will be designed using Caltrans standard curb ramp "cases" and County of Sacramento Standard Plan 4-54 for sidewalk ramp retrofits of existing sidewalks. The Plans will identify the conform locations and quantify the removal and replacement area to achieve the selected curb ramp "case".

Drainage improvements will be shown in plan view (no profiles) and made as close to in-place as possible to avoid potential utility conflicts. Pavement rehabilitation sheets will be shown in plan view (no profiles) at a scale of 40-, 60-, or 80-scale with an aerial background image.

Speed humps will be removed and replaced at a height equal to or less than the existing height. Striping will match existing with the exception of improvements noted in the City's Bicycle Master Plan and intersections where stop bar and intersection striping do not match current standard plans. The Plans will also reflect all existing wood signposts being upgraded to uni-strut posts.

After the City review period, we will meet with the City, virtually, to discuss the 65% PS&E submittal and receive feedback from the City.

DELIVERABLE(S):

- 65% Plans (.pdf format, and upon request from the City, up to four half or full-size hard copies)
- 65% Technical Specifications (.pdf and .docx formats, and upon request from the City, up to two hard copies)
- 65% Estimate (.pdf and .xlsx formats)
- Post-65% Meeting agenda (.pdf format)
- Post-65% Meeting minutes (.pdf format)

4. Utility Potholing (Optional Task)

In addition to the non-destructive utility locating, our team will positively identify the location of up to twenty (25) utilities by way of potholing. Prior to potholing, we will obtain the necessary City permits and coordinate with USA. Potholes in asphalt will be made using a vacuum truck, and the potholes will be backfilled with Class 2 AB and patched with high early strength non-shrink grout dyed black to match the existing asphalt concrete. The pothole results will be summarized in a report and the pothole locations and report will be shown on the Plans and attached to the Specifications for the contractor's benefit.

We will stagger the utility locating efforts so that we have access to the most critical data as early as possible in the design process. For the purposes of this proposal, we are assuming up to eight (8) hours of traffic control for speed limits 25-55, which may be used for either the mark and locate or potholing activities.

DELIVERABLE(S):

- Pothole Report for up to twenty-five (25) potholes (.pdf format)

5. Utility B Letters

To inform the utility purveyors of potential conflicts, R.E.Y. will send Utility B Letters to potentially affected utility companies. Letters will identify potential conflicts within all potential phases of the project and request a conflict resolution plan. Also included in this task is up to forty (40) hours of coordination with the utility owners.

DELIVERABLE(S):

- B Letters (.pdf)

6. 90% PS&E

Revise the 65% PS&E based upon the City's comments and prepare 90% PS&E. Prepare a comment resolution matrix and identify comments addressed and add responses for comments not addressed.

After the City review period, we will meet with the City, virtually, to discuss the 90% PS&E submittal and receive feedback from the City.

DELIVERABLE(S):

- 65% Comment Resolution Matrix (digital format)
- 90% Plans (.pdf format, and upon request from the City, up to four half or full-size hard copies)
- 90% Technical Specifications (.pdf and .docx formats, and upon request from the City, up to two hard copies)
- 90% Estimate (.pdf and .xlsx formats)
- Post-90% Meeting agenda (.pdf format)
- Post-90% Meeting minutes (.pdf format)

7. Utility C Letters

Once utility conflicts have been resolved, prepare Utility C Letters summarizing agreed upon solution(s) to avoid utility conflict and circulate final Plans to the affected utility purveyor. Also included in this task is up to twenty (20) hours of coordination with the utility owners.

DELIVERABLE(S):

- C Letters (.pdf)

8. 100% PS&E/Bid Documents

Receive the 90% PS&E comments and Front End documents from City. Review comments, revise 90% PS&E per City comments, and prepare 100% PS&E/Bid Documents. Prepare a comment resolution matrix and identify comments addressed and add responses for comments not addressed.

DELIVERABLE(S):

- 90% Comment Resolution Matrix (digital format)
- Final stamped and signed Plans (.pdf format; upon request from the City, up to two 24"x36" hard copies; and .dwg files)
- Final stamped and signed Technical Specifications (.pdf and .docx formats)
- Final stamped and signed Estimate (.pdf and .xlsx formats)

9. Bid Support

Assist with responding to bidder questions and providing clarifications during the bidding process, as needed. We will attend up to one (1) pre-bid meeting, in-person, and the bid opening, virtually. We assume that the bid support will include assistance with up to four (4) bidder questions and one (1) bid addendum.

DELIVERABLE(S):

- Response to up to (4) Bidder Questions
- Up to one (1) Bid Addendum
- Meeting Minutes from Pre-Bid Meeting

10. Survey Monument Preservation

Survey Monument Preservation will be performed to the standards set by the California Business and Professions Code. Office Research will include research of the filed record parcel maps, final maps, record of surveys, corner records, and City of Rancho Cordova and/or Sacramento County vertical benchmarks in the City of Rancho Cordova to determine the number of protected and non-protected monuments within the project area. Field Verification will include visually verifying in the field the number of protected and non-protected monuments within the project area. R.E.Y. will attempt to locate the monuments with a metal detector if said monuments are not visible from the surface. A report will be provided to the City, reporting the actual number of protected and non-protected monuments and a Google Earth (.kmz) file will show the approximate location of the protected and non-protected monuments.

Based on our analysis of the over 400 recorded survey monuments, we are assuming approximately 311 monuments exist and could be disturbed or destroyed during construction. Once the Final Pavement Treatment Memo and a field search for record monuments have been completed, R.E.Y. will provide a final determination of the monuments which may be disturbed or destroyed, prepare and file a pre-construction Record of Survey, and re-establish the affected monuments after construction. During construction, the contractor shall install a concrete monument and monument well per Caltrans Standard Plan A74 at centerline intersection locations and R.E.Y. will punch and finalize the brass disk after construction. For monuments not included as Centerline intersections, R.E.Y. field crews will re-establish the monuments by setting an iron pipe or nail and washer, depending on the type of monument that is being replaced.

DELIVERABLE(S):

- Final Stamped and Signed Record of Survey (.pdf format)

III. Phase 2 Final Design

1. Phase 2: Project Management (Optional Task)

Provide overall project coordination, administration, and quality control for up to six (6) months. R.E.Y. will coordinate all activities with the City's Project Manager, Jonathan Lujano. This task will include periodic check-ins approximately twice per month with the City's Project Manager as well as a monthly project update on the status of the project.

DELIVERABLE(S):

- Bi-weekly Check-in Phone Calls
- Monthly Progress Reports (.pdf format)

2. Phase 2: 90% PS&E (Optional Task)

Revise the 65% PS&E based upon the City's comments and prepare 90% PS&E. Prepare a comment resolution matrix and identify comments addressed and add responses for comments not addressed.

After the City review period, we will meet with the City, virtually, to discuss the 90% PS&E submittal and receive feedback from the City.

DELIVERABLE(S):

- 65% Comment Resolution Matrix (digital format)
- 90% Plans (.pdf format, and upon request from the City, up to four half or full-size hard copies)
- 90% Technical Specifications (.pdf and .docx formats, and upon request from the City, up to two hard copies)
- 90% Estimate (.pdf and .xlsx formats)
- Post-90% Meeting agenda (.pdf format)
- Post-90% Meeting minutes (.pdf format)
- Meeting minutes (.pdf format)

3. Phase 2: Utility C Letters (Optional Task)

Once utility conflicts have been resolved, prepare Utility C Letters summarizing agreed upon solution(s) to avoid utility conflict and circulate final Plans to the affected utility purveyor. Also included in this task is up to forty (40) hours of coordination with the utility owners.

DELIVERABLE(S):

- C Letters (.pdf)

4. Phase 2: 100% PS&E/Bid Documents (Optional Task)

Receive the 90% PS&E comments and Front End documents from City. Review comments, revise 90% PS&E per City comments, and prepare 100% PS&E/Bid Documents. Prepare a comment resolution matrix and identify comments addressed and add responses for comments not addressed.

DELIVERABLE(S):

- 90% Comment Resolution Matrix (digital format)
- Final stamped and signed Plans (.pdf format; upon request from the City, up to two 24”x36” hard copies; and .dwg files)
- Final stamped and signed Technical Specifications (.pdf and .docx formats)
- Final stamped and signed Estimate (.pdf and .xlsx formats)

5. Phase 2: Bid Support (Optional Task)

Assist with responding to bidder questions and providing clarifications during the bidding process, as needed. We will attend up to one (1) pre-bid meeting, in-person, and the bid opening, virtually. We assume that the bid support will include assistance with up to four (4) bidder questions and one (1) bid addendum.

DELIVERABLE(S):

- Response to up to (4) Bidder Questions
- Up to one (1) Bid Addendum
- Meeting Minutes from Pre-Bid Meeting

IV. Construction

1. Construction Documents

Once the bidding is complete and a contractor has been selected, construction documents will be prepared. All addendums will be merged into one (1) complete set of conformed construction documents.

DELIVERABLE(S):

- Construction Documents (.pdf format)

2. Construction Engineering Support

Provide as-needed engineering consultation during construction up to our available contract amount. We will attend up to one (1) Pre-Construction Meeting, in-person.

3. As-Built/Record Drawings

Prepare Record Drawings based on information supplied by the construction manager and contractor.

DELIVERABLE(S):

- Record Drawings (.pdf format and .dwg files)

V. Phase 2 Construction

1. Phase 2: Construction Documents (Optional Task)

Once the bidding is complete and a contractor has been selected, construction documents will be prepared. All addendums will be merged into one (1) complete set of conformed construction documents.

DELIVERABLE(S):

- Construction Documents (.pdf format)

2. Phase 2: Construction Engineering Support (Optional Task)

Provide as-needed engineering consultation during construction up to our available contract amount. We will attend up to one (1) Pre-Construction Meeting, in-person.

3. Phase 2: As-Built/Record Drawings (Optional Task)

Prepare Record Drawings based on information supplied by the construction manager and contractor.

DELIVERABLE(S):

- Record Drawings (.pdf format and .dwg files)

SCHEDULE

Council Approves Design Contract: July 7, 2025
Notice to Proceed: July 21, 2025
Pre-Design: July 2025 through February 2026
Final Design: December 2025 through October 2026
Advertise: November 2026
Begin Construction: January 2027

Phase 2, if selected:

Phase 2: Final Design: October 2026 through February 2027
Phase 2: Advertise: February/March 2027
Phase 2: Begin Construction: April 2027

FEE

Phase	Base Tasks	Optional Tasks	Total
I. Pre-Design	$755,193	-	$755,193
II. Final Design	$688,260	$57,637	$745,897
III. Phase 2 Final Design	-	$113,120	$113,120
IV. Construction	$44,292	-	$44,292
V. Phase 2 Construction	-	$34,036	$34,036
TOTAL (T&M NTE)	**$1,487,745**	**$204,793**	**$1,692,538**

RC11 & RC14 Neighborhood Street Rehabilitation Project

Proposal Exhibit, May 9, 2025

Orange Linework - Preservation and Rehbailitation Roadways
Red Circle - Non-Existent Curb Ramps
Blue Circle - Non-Compliant Curb Ramp

Exhibit A

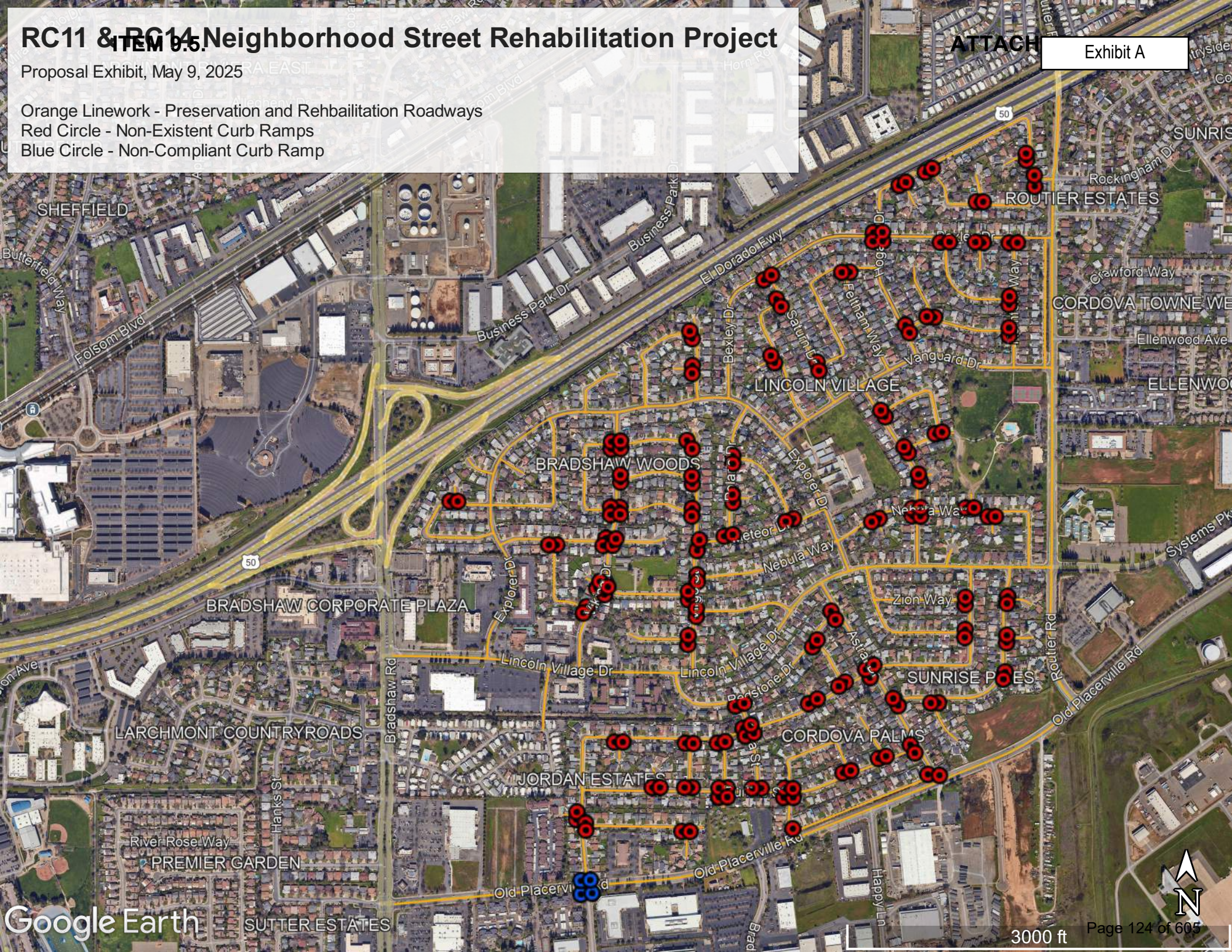


Exhibit A

City of Rancho Cordova

RC11 and RC 14 Neighborhood Street Rehabilitation Project

June 10, 2025

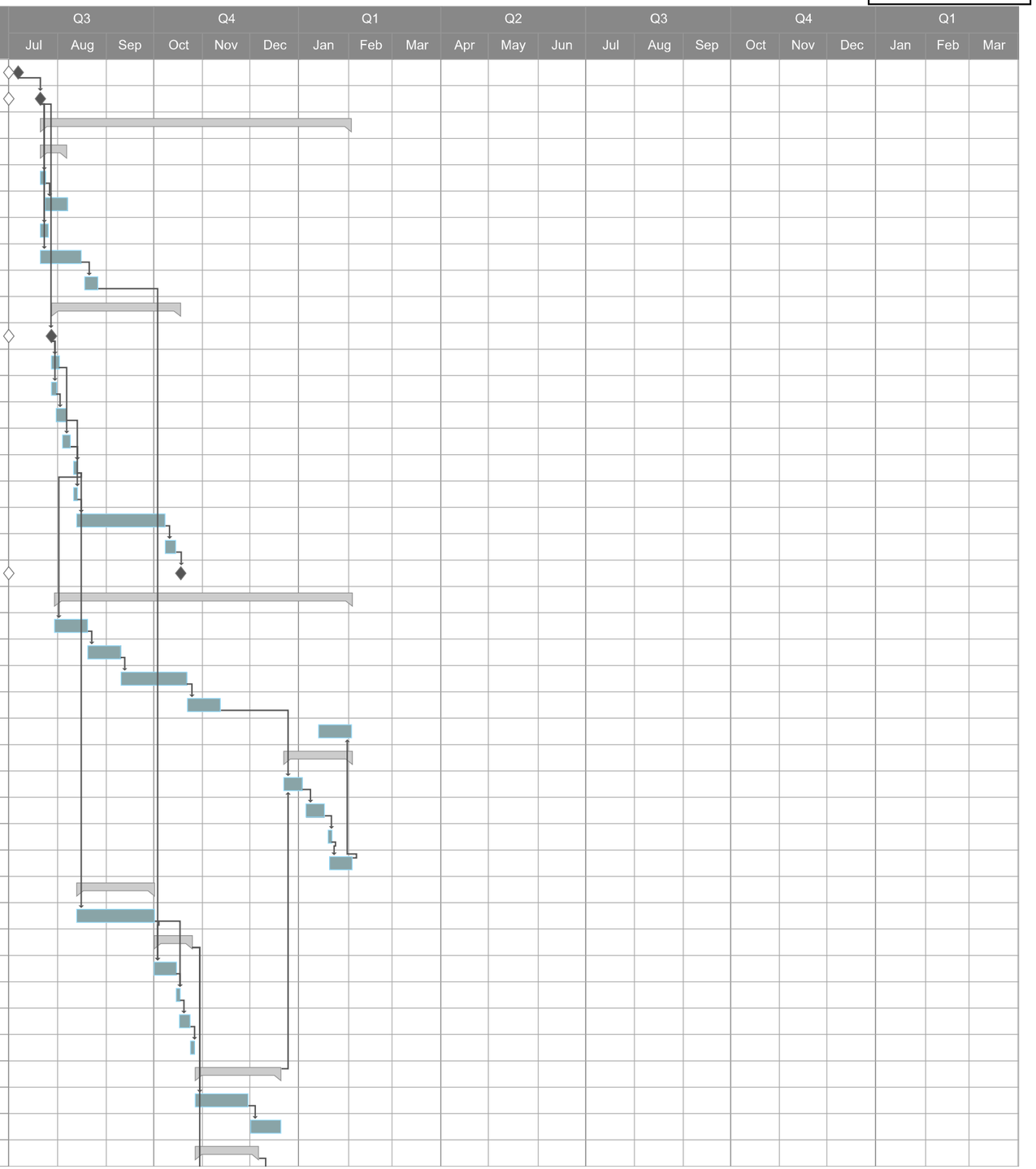
	Street Name	Residential Road Classification	TI	2024 PCI < 25	25 - 49	50 - 69	> 69	Approx. Length LF	Miles	Assumed Pavement Treatment Reconstruct	Rehab	Preservation	Collect LiDAR Data	Utility Locating	Extract Utility Data	Pave Core Samples	FWD
RC11	Altawood Ct	Cul-de-sac	6.5		42			444	0.08		X		X	X	X		X
	Aries Way	Local	6.0		35			785	0.15		X		X	X	X	1	X
	Ashford Ct	Cul-de-sac	6.5		37			217	0.04		X		X	X	X		X
	Atomic Ct	Cul-de-sac	6.5			56		150	0.03			X	X	X			X
	Bexly Dr	Local	6.0			51		3,434	0.65			X	X	X		3	X
	Biscanewoods Way	Local	6.0		34			1,176	0.22		X		X	X	X	1	X
	Bromley Way	Local	6.0		40			881	0.17		X		X	X	X	1	X
	Cahill Ct	Cul-de-sac	6.5			61		444	0.08			X	X				X
	Centaur Ct	Cul-de-sac	6.5		48			158	0.03		X		X	X	X		X
	Chertsey Ct	Cul-de-sac	6.5				94	246	0.05			X	X				
	Chiswell Way	Local	6.0		44			903	0.17		X		X	X	X	1	X
	Cirrus Way	Local	6.0		35			427	0.08		X		X	X	X		X
	Comet Ct	Cul-de-sac	6.5			53		135	0.03			X	X	X			X
	Corbin Way	Local	6.0		35			1,409	0.27		X		X	X	X	1	X
	Crimsonwood Way	Local	6.0			62		632	0.12			X	X			1	X
	Egmont Way	Local	6.0		34			760	0.14		X		X	X	X	1	X
	Explorer Dr	Collector	6.5			57		5,281	1.00			X	X			5	X
	Feltham Way	Local	6.0		48			878	0.17		X		X	X	X	1	X
	Gardenwood Way	Local	6.0		37			889	0.17		X		X	X	X	1	X
	Greensboro Cir	Local	6.0			55		1,186	0.22			X	X	X		1	X
	Heartwood Way	Local	6.0			64		641	0.12			X	X			1	X
	Hogarth Dr	Local	6.0		43			3,125	0.59		X		X	X	X	3	X
	Jupiter Dr	Local	6.0				71	1,533	0.29			X	X			2	X
	Libra Ave	Cul-de-sac	6.5			54		513	0.10			X	X	X			X
	Lincoln Village Dr	Collector	6.5			62		5,470	1.04			X	X			5	X
	Magicwoods Ct	Cul-de-sac	6.5			67		239	0.05			X	X				X
	Mars Way	Local	6.0		40			720	0.14		X		X	X	X	1	X
	Meteor Dr	Local	6.0		34			1,054	0.20		X		X	X	X	1	X
	Nebula Way	Local	6.0		49			3,152	0.60		X		X	X	X	3	X
	Nike Ct	Cul-de-sac	6.5		48			149	0.03		X		X	X	X		X
	Northport Ct	Cul-de-sac	6.5		47			247	0.05		X		X	X	X		X
	Orbit Ct	Cul-de-sac	6.5			68		134	0.03			X	X				X
	Pegasus Way	Local	6.0		43			1,119	0.21		X		X	X	X	1	X
	Pisces Dr	Local	6.0		47			138	0.03		X		X	X	X		X
	Polaris Dr	Local	6.0		39			1,063	0.20		X		X	X	X	1	X
	Red Cedar Cir	Local	6.0		48			978	0.19		X		X	X	X	1	X
	Rockingham Dr	Local	6.0			51		163	0.03			X	X	X			X
	Romford Way	Local	6.0			56		1,010	0.19			X	X	X		1	X
	Routier Frontage Rd	Local	6.0		41			1,008	0.19		X		X	X	X	1	X
	Routier Rd	Collector	6.5				79	3,674	0.70			X	X			2	X
	Rusticwood Way	Local	6.0		44			632	0.12		X		X	X	X	1	X
	Saturn Dr	Local	6.0		40			1,145	0.22		X		X	X	X	1	X
	Seaborg Way	Local	6.0		34			772	0.15		X		X	X	X	1	X
	Seal Ct	Cul-de-sac	6.5		37			140	0.03		X		X	X	X		X
	Tenwood Ct	Cul-de-sac	6.5				83	225	0.04			X	X				
	Terrier Way	Local	6.0		32			789	0.15		X		X	X	X	1	X
	Tywood Ct	Cul-de-sac	6.5			52		181	0.03			X	X	X			X
	Union Springs Way	Local	6.0			50		1,169	0.22			X	X	X		1	X
	Utica Ct	Cul-de-sac	6.5			61		152	0.03			X	X				X
	Vanguard Dr	Collector	6.5			61		2,311	0.44			X	X			2	X
	Viewoods Ct	Cul-de-sac	6.5			50		215	0.04			X	X	X			X
	Viking Dr	Collector	6.5			58		2,079	0.39			X	X			2	X
	Virgo St	Local	6.0			52		1,884	0.36			X	X	X		2	X
	Winterwood Way	Local	6.0			57		644	0.12			X	X			1	X
	Woodhollow Way	Local	6.0			59		1,304	0.25			X	X			1	X
	Zeus Ct	Cul-de-sac	6.5			56		138	0.03			X	X	X			X
	Zodiac Ct	Cul-de-sac	6.5			51		169	0.03			X	X	X			X
	RC11 SUBTOTAL			**0**	**28**	**25**	**4**	**60,514**	**11.46**	**0**	**28**	**29**	**57**	**41**	**28**	**54**	**55**
	MILES			**0.00**	**4.76**	**5.62**	**1.08**			**0.00**	**4.76**	**6.70**	**11.46**	**6.72**	**4.76**		**11.37**
RC14	Astral Dr	Collector	6.5			61		1,804	0.34			X	X			2	X
	Briantown Ct	Cul-de-sac	6.5		45			223	0.04		X		X	X	X		X
	Burline St	Local	6.0			58		2,695	0.51			X	X			3	X
	Crimora Ct	Cul-de-sac	6.5			52		276	0.05			X	X	X			X
	Culp Way	Local	6.0			57		957	0.18			X	X			1	X
	Davelar Ct	Cul-de-sac	6.5			56		167	0.03			X	X	X			X
	Draco Dr	Local	6.0		33			482	0.09		X		X	X	X		X
	Gemini Way	Local	6.0		41			1,163	0.22		X		X	X	X	1	X
	Goldboro Ct	Cul-de-sac	6.5			52		391	0.07			X	X	X			X
	Golden Eagle Way	Local	6.0			57		548	0.10			X	X			1	X
	Granby Dr	Local	6.0				70	2,460	0.47			X	X			2	X
	Kobias Ct	Cul-de-sac	6.5		35			189	0.04		X		X	X	X		X
	Kranhold Way	Local	6.0		40			408	0.08		X		X	X	X		X
	Lyra St	Local	6.0			63		740	0.14			X	X			1	X
	Old Placerville Rd	Collector	6.5		43			5,664	1.07		X		X	X		6	X
	Old Placerville Rd (Frontage)	Local	6.0			57		1,216	0.23			X	X			1	X
	Palm Grove Dr	Local	6.0		43			1,297	0.25		X		X	X	X	1	X
	Redstone Dr	Local	6.0		34			1,708	0.32		X		X	X	X	2	X
	Routier Rd	Collector	6.5				83	1,130	0.21			X	X			2	X
	Sacrament Ct	Cul-de-sac	6.5		46			399	0.08		X		X	X	X		X
	Scarsdale Ct	Cul-de-sac	6.5		41			231	0.04		X		X	X	X		X
	Scorpio Ct	Cul-de-sac	6.5			55		120	0.02			X	X	X			X
	Scorpio Dr	Local	6.0			55		2,598	0.49			X	X	X		4	X
	Shyla Way	Local	6.0		40			134	0.03		X		X	X	X		X
	Solar Way	Local	6.0		31			452	0.09		X		X	X	X		X
	Stephina Ct	Cul-de-sac	6.5		38			227	0.04		X		X	X	X		X
	Sunrise Pines Dr	Local	6.0			69		1,778	0.34			X	X			2	X
	Zion Way	Local	6.0		37			755	0.14		X		X	X	X		X
	RC14 SUBTOTAL			**0**	**14**	**12**	**2**	**30,212**	**5.72**	**0**	**14**	**14**	**28**	**19**	**13**	**29**	**28**
	MILES			**0.00**	**2.53**	**2.52**	**0.68**			**0.00**	**2.53**	**3.20**	**5.72**	**3.20**	**1.45**		**5.72**
	TOTAL			**0**	**42**	**37**	**6**	**90,726**	**17.18**	**0**	**42**	**43**	**85**	**60**	**41**	**83**	**83**
	MILES			**0.00**	**7.29**	**8.14**	**1.76**			**0.00**	**7.29**	**9.89**	**17.18**	**9.92**	**6.22**		**17.09**

RC11 & RC14 (Proposal)

R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

Exhibit A

	Task Name	Duration	Start	Finish	Predecessors
1	Council Approves Design Contract	0	07/07/25	07/07/25	
2	Notice to Proceed	0	07/21/25	07/21/25	1FS +2w
3	Phase I: Pre-Design	141d	07/21/25	02/02/26	
4	Task 2: Utility A Letters	13d	07/21/25	08/06/25	
5	Prepare and Submit	3d	07/21/25	07/23/25	2
6	Receive Utility Maps	2w	07/24/25	08/06/25	5
7	Task 3: Records Research	1w	07/21/25	07/25/25	2
8	Task 4: Preliminary Plan Sheets	4w	07/21/25	08/15/25	2
9	Task 5: Detailed Job Walk	6d	08/18/25	08/25/25	8
10	Task 6: MetroQuest Survey	60d	07/28/25	10/17/25	
11	Meet with City to Kickoff MetroQuest Survey	0	07/28/25	07/28/25	2FS +1w
12	Prepare and Submit Draft MetroQuest Survey	1w	07/28/25	08/01/25	11
13	Prepare and Submit Draft Pre-Design Flyers	3d	07/28/25	07/30/25	11
14	City Review Pre-Design Flyers	1w	07/31/25	08/06/25	13
15	City Review MetroQuest Survey	1w	08/04/25	08/08/25	12
16	Finalize and Mail Pre-Design Flyers	2d	08/11/25	08/12/25	14, 15
17	Finalize MetroQuest and Release for Public Input	2d	08/11/25	08/12/25	15
18	MetroQuest Survey Live	8w	08/13/25	10/07/25	17
19	Send Final Results	5d	10/08/25	10/14/25	18
20	MetroQuest Results Meeting	0	10/17/25	10/17/25	19FS +3d
21	Task 7: Geotechnical Engineering Study	134d	07/30/25	02/02/26	
22	Pre-Field Activities	3w	07/30/25	08/19/25	16FS -2w
23	FWD Testing and Core Sampling	3w	08/20/25	09/09/25	22
24	Lab Testing	6w	09/10/25	10/21/25	23
25	Draft Report	3w	10/22/25	11/11/25	24
26	Final Report	3w	01/13/26	02/02/26	31FF
27	Task 8: Pavement Treatment Memo	31d	12/22/25	02/02/26	
28	Draft Memo	2w	12/22/25	01/02/26	39, 25
29	City Review	2w	01/05/26	01/16/26	28
30	Pavement Treatment Meeting	1d	01/19/26	01/19/26	29
31	Final Memo	2w	01/20/26	02/02/26	30
32	Task 9: Utility Locating	35d	08/13/25	09/30/25	
33	Non-Destructive Utility Locating	35d	08/13/25	09/30/25	16
34	Task 10: Mobile LiDAR Survey	18d	10/01/25	10/24/25	
35	Control Survey	2w	10/01/25	10/14/25	9FS +1w, 33
36	LiDAR Scan	2d	10/15/25	10/16/25	33, 35
37	Processing and Adjustments	1w	10/17/25	10/23/25	36
38	Export .las data	1d	10/24/25	10/24/25	37
39	Task 11: Pavement Analytics	40d	10/27/25	12/19/25	
40	Extract Pavement Features and Run Analytics Tool	5w	10/27/25	11/28/25	34
41	Prepare Digout Data	3w	12/01/25	12/19/25	40
42	Task 12: Topographic Survey and Base Map	30d	10/27/25	12/05/25	



	Task Name	Duration	Start	Finish	Predecessors
43	Extract Topo and Prepare Base Map	6w	10/27/25	12/05/25	34
44	Supplemental LiDAR & SD Field Surveys	3w	11/17/25	12/05/25	43FF
45	Phase II: Final Design	260d	12/08/25	12/04/26	
46	Task 2: CEQA Cat Ex	1d	12/08/25	12/08/25	42
47	Task 3: 65% PS&E	130d	12/08/25	06/05/26	
48	65% PS&E	22w	12/08/25	05/08/26	43
49	City Review	3w	05/11/26	05/29/26	48
50	Post-65% Meeting	0	06/05/26	06/05/26	49FS +1w
51	Task 4: Utility Potholing	3w	06/15/26	07/03/26	50FS +1w
52	Task 5: Utility B Letters	30d	06/15/26	07/24/26	
53	Utility B Letters and Conflict Resolution Maps	2w	06/15/26	06/26/26	50, 51FF -1w
54	Utility Coordination	4w	06/29/26	07/24/26	53
55	Task 6: 90% PS&E	80d	06/08/26	09/25/26	
56	90% PS&E	12w	06/08/26	08/28/26	50
57	City Review	3w	08/31/26	09/18/26	56
58	90% PS&E Meeting	0	09/25/26	09/25/26	57FS +1w
59	Task 7: Utility C Letters	20d	09/28/26	10/23/26	
60	Utility C Letters	1w	09/28/26	10/02/26	54, 58
61	Utility Coordination	3w	10/05/26	10/23/26	60
62	Task 8: 100% PS&E/Bid Documents	25d	09/28/26	10/30/26	
63	Bid Documents	4w	09/28/26	10/23/26	58
64	City Review and Sign	1w	10/26/26	10/30/26	63
65	Task 9: Bid Support	20d	11/06/26	12/04/26	
66	Begin Advertising	0	11/06/26	11/06/26	64FS +1w
67	Bid Opening	0	12/04/26	12/04/26	66FS +4w
68	Phase III: Phase 2 Final Design	100d	10/30/26	03/19/27	
69	Task 2: Phase 2 CEQA Cat Ex	0	10/30/26	10/30/26	64
70	Task 3: Phase 2 Utility B Letters	30d	11/02/26	12/11/26	
71	Utility B Letters and Conflict Resolution Maps	2w	11/02/26	11/13/26	64
72	Utility Coordination	4w	11/16/26	12/11/26	71
73	Task 4: Phase 2 90% PS&E	50d	11/02/26	01/08/27	
74	90% PS&E	6w	11/02/26	12/11/26	64
75	City Review	3w	12/14/26	01/01/27	74
76	Phase 2 90% PS&E Meeting	0	01/08/27	01/08/27	75FS +1w
77	Task 5: Phase 2 Utility C Letters	2w	01/11/27	01/22/27	70, 76
78	Task 6: Phase 2 100% PS&E/Bid Documents	25d	01/11/27	02/12/27	
79	Bid Documents	4w	01/11/27	02/05/27	76
80	City Review and Sign	1w	02/08/27	02/12/27	79
81	Task 7: Phase 2 Bid Support	20d	02/19/27	03/19/27	
82	Begin Advertising	0	02/19/27	02/19/27	80FS +1w
83	Bid Opening	0	03/19/27	03/19/27	82FS +4w

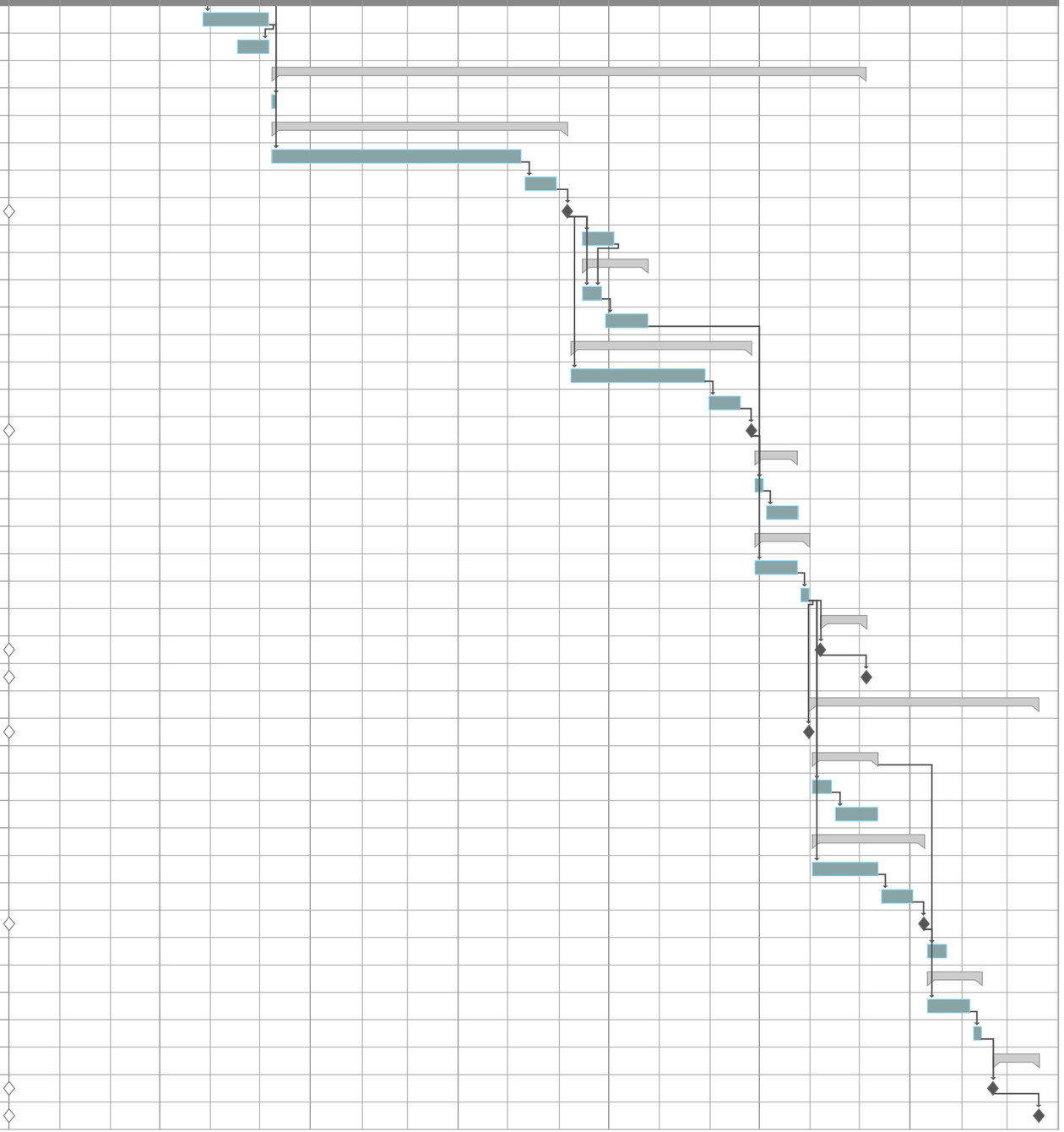


EXHIBIT B

COMPENSATION SCHEDULE

See Attached Consultant Compensation Schedule

5396302.2

R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

RC11 RC14 Neighborhood Street Rehabilitation Project

City of Rancho Cordova

Fee Estimate

June 10, 2025

TASK DESCRIPTION	R.E.Y. Engineers, Inc.															TOTALS			
	Carlye Buchholz Project Manager/Senior Engineer IV	Principal Engineer II	Principal Surveyor II	Principal Surveyor I	Senior Engineer I	Senior Surveyor V	Senior Surveyor III	Assistant Engineer V	Assistant Engineer II	Assistant Surveyor III	Assistant Surveyor II	LiDAR Technician III	Senior Technician II	Technician I	2-Person Survey Crew	TOTAL HOURS	TOTAL LABOR COST	TOTAL ODC'S	TOTAL DOLLARS
BILLING RATE	$298.00	$347.00	$347.00	$320.00	$230.00	$320.00	$276.00	$194.00	$151.00	$165.00	$151.00	$228.00	$184.00	$110.00	$380.00				
I. Pre-Design																			
1 Project Management	**36**	**12**														**48**	**$ 14,892.00**	**$ -**	**$ 14,892.00**
1.01 General Project Management (7 months)	16	4														20	$ 6,156.00	$ -	$ 6,156.00
1.02 Monthly Project Management (7 months)	8															8	$ 2,384.00	$ -	$ 2,384.00
1.03 Bi-weekly Check-in Calls (14)	12															12	$ 3,576.00	$ -	$ 3,576.00
1.04 QA/QC (7 months)		8														8	$ 2,776.00	$ -	$ 2,776.00
2 Utility A Letters	**2**							**8**								**10**	**$ 2,148.00**	**$ -**	**$ 2,148.00**
2.01 Task Management	1															1	$ 298.00	$ -	$ 298.00
2.02 Utility A-Letters	1							8								9	$ 1,850.00	$ -	$ 1,850.00
3 Records Research	**6**							**16**								**22**	**$ 4,892.00**	**$ -**	**$ 4,892.00**
3.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
3.02 Records Research	4							16								20	$ 4,296.00	$ -	$ 4,296.00
4 Preliminary Plan Sheets	**10**							**16**	**80**							**106**	**$ 18,164.00**	**$ -**	**$ 18,164.00**
4.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
4.02 Preliminary Plan Sheets (30 Sheets)	8							16	80							104	$ 17,568.00	$ -	$ 17,568.00
5 Detailed Job Walk	**48**	**2**						**44**	**12**							**106**	**$ 25,346.00**	**$ -**	**$ 25,346.00**
5.01 Task Management	4															4	$ 1,192.00	$ -	$ 1,192.00
5.02 Detailed Job Walk	40							40								80	$ 19,680.00	$ -	$ 19,680.00
5.03 Detailed Job Walk Notes	4	2						4	12							22	$ 4,474.00	$ -	$ 4,474.00
6 MetroQuest Survey	**13**							**12**								**25**	**$ 6,202.00**	**$ 6,900.00**	**$ 13,102.00**
6.01 Task Management	4															4	$ 1,192.00	$ -	$ 1,192.00
6.02 Advertisement Meeting with City	1							1								2	$ 492.00	$ -	$ 492.00
6.03 MetroQuest Survey & Circulation	4							8								12	$ 2,744.00	$ 6,900.00	$ 9,644.00
6.04 MetroQuest Results Meeting Agenda	1															1	$ 298.00	$ -	$ 298.00
6.05 MetroQuest Results Meeting	2							2								4	$ 984.00	$ -	$ 984.00
6.06 MetroQuest Results Meeting Minutes	1							1								2	$ 492.00	$ -	$ 492.00
7 Geotechnical Engineering Study	**16**	**2**			**8**			**12**	**52**					**32**		**122**	**$ 21,002.00**	**$ 206,195.00**	**$ 227,197.00**
7.01 Task Management	8															8	$ 2,384.00	$ -	$ 2,384.00
7.02 Nondestructive Deflection Testing	1															1	$ 298.00	$ 59,340.00	$ 59,638.00
7.03 Pavement Coring, Subgrade Sampling, and Testing (108 Cores)	2								52					32		86	$ 11,968.00	$ 44,390.00	$ 56,358.00
7.04 Laboratory Testing	1															1	$ 298.00	$ 13,225.00	$ 13,523.00
7.05 Draft and Final Geotechnical Report	4	2			8			12								26	$ 6,054.00	$ 89,240.00	$ 95,294.00
8 Pavement Treatment Memo	**20**				**12**			**51**								**83**	**$ 18,614.00**	**$ -**	**$ 18,614.00**
8.01 Task Management	4															4	$ 1,192.00	$ -	$ 1,192.00
8.02 Draft Pavement Treatment Memo	8				8			40								56	$ 11,984.00	$ -	$ 11,984.00
8.03 Final Pavement Treatment Memo	4				4			8								16	$ 3,664.00	$ -	$ 3,664.00
8.04 Agenda	1															1	$ 298.00	$ -	$ 298.00
8.05 Meeting	2							2								4	$ 984.00	$ -	$ 984.00
8.06 Minutes	1							1								2	$ 492.00	$ -	$ 492.00

R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

RC11 RC14 Neighborhood Street Rehabilitation Project

City of Rancho Cordova

Fee Estimate

June 10, 2025

TASK DESCRIPTION	R.E.Y. Engineers, Inc.															TOTALS			
	Carlye Buchholz Project Manager/Senior Engineer IV	Principal Engineer II	Principal Surveyor II	Principal Surveyor I	Senior Engineer I	Senior Surveyor V	Senior Surveyor III	Assistant Engineer V	Assistant Engineer II	Assistant Surveyor III	Assistant Surveyor II	LiDAR Technician III	Senior Technician II	Technician I	2-Person Survey Crew	TOTAL HOURS	TOTAL LABOR COST	TOTAL ODC'S	TOTAL DOLLARS
BILLING RATE	$298.00	$347.00	$347.00	$320.00	$230.00	$320.00	$276.00	$194.00	$151.00	$165.00	$151.00	$228.00	$184.00	$110.00	$380.00				
9 Utility Locating	**8**							**8**								**16**	**$ 3,936.00**	**$ 143,900.00**	**$ 147,836.00**
9.01 Task Management	4															4	$ 1,192.00	$ -	$ 1,192.00
9.02 Non-Destructive Utility Locating	4							8								12	$ 2,744.00	$ 143,900.00	$ 146,644.00
10 Mobile LiDAR Survey			**6**			**62**					**16**				**40**	**124**	**$ 39,538.00**	**$ 6,456.00**	**$ 45,994.00**
10.01 Task Management			2													2	$ 694.00	$ -	$ 694.00
10.02 Ground Control Points (90 GCPs)			2			14					4				40	60	$ 20,978.00	$ -	$ 20,978.00
10.03 LiDAR Acquisition (34 lane miles)			2			12					12					26	$ 6,346.00	$ 6,456.00	$ 12,802.00
10.04 Data Processing						36										36	$ 11,520.00	$ -	$ 11,520.00
11 Pavement Analytics	**6**		**2**					**8**	**60**			**164**	**132**	**132**		**504**	**$ 89,294.00**	**$ -**	**$ 89,294.00**
11.01 Task Management	2		2													4	$ 1,290.00	$ -	$ 1,290.00
11.02 Pavement Analytics												164	132	132		428	$ 76,200.00	$ -	$ 76,200.00
11.03 Digout Data	4							8	60							72	$ 11,804.00	$ -	$ 11,804.00
12 Topographic Survey and Base Map	**4**		**4**							**30**		**192**	**132**	**172**	**140**	**674**	**$ 147,714.00**	**$ -**	**$ 147,714.00**
12.01 Task Management	4		4													8	$ 2,580.00	$ -	$ 2,580.00
12.02 Curb Ramp and Utilities Extraction												128	132	132		392	$ 67,992.00	$ -	$ 67,992.00
12.03 Supplemental Survey										30		64		40	140	274	$ 77,142.00	$ -	$ 77,142.00
SUBTOTAL	**169**	**16**	**12**		**20**	**62**		**175**	**204**	**30**	**16**	**356**	**264**	**336**	**180**	**1,840**	**$ 391,742.00**	**$ 363,451.00**	**$ 755,193.00**
II. Final Design																			
1 Project Management	**48**	**18**														**66**	**$ 20,550.00**	**$ -**	**$ 20,550.00**
1.01 General Project Management (12 months)	12	6														18	$ 5,658.00	$ -	$ 5,658.00
1.02 Monthly Project Management (12 months)	12															12	$ 3,576.00	$ -	$ 3,576.00
1.03 Bi-weekly Check-in Calls (24)	24															24	$ 7,152.00	$ -	$ 7,152.00
1.04 QA/QC (12 months)		12														12	$ 4,164.00	$ -	$ 4,164.00
2 CEQA Categorical Exemption	**2**							**4**								**6**	**$ 1,372.00**	**$ -**	**$ 1,372.00**
2.01 Task Management	1															1	$ 298.00	$ -	$ 298.00
2.02 CEQA CE NOE	1							4								5	$ 1,074.00	$ -	$ 1,074.00
3 65% PS&E	**76**	**6**						**715**	**600**							**1,397**	**$ 254,040.00**	**$ 500.00**	**$ 254,540.00**
3.01 Task Management	8															8	$ 2,384.00	$ -	$ 2,384.00
3.02 65% Plans (80 Sheets)	52	4						640	600							1,296	$ 231,644.00	$ 500.00	$ 232,144.00
3.03 65% Specifications	8	1						32								41	$ 8,939.00	$ -	$ 8,939.00
3.04 65% Estimate	4	1						40								45	$ 9,299.00	$ -	$ 9,299.00
3.05 Agenda	1															1	$ 298.00	$ -	$ 298.00
3.06 Meeting	2							2								4	$ 984.00	$ -	$ 984.00
3.07 Minutes	1							1								2	$ 492.00	$ -	$ 492.00
4 Utility Potholing (Optional Task)	**6**							**12**								**18**	**$ 4,116.00**	**$ 53,521.00**	**$ 57,637.00**
4.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
4.02 Potholing (25 potholes)	4							12								16	$ 3,520.00	$ 53,521.00	$ 57,041.00
5 Utility B Letters	**20**							**72**								**92**	**$ 19,928.00**	**$ -**	**$ 19,928.00**
5.01 Task Management	4															4	$ 1,192.00	$ -	$ 1,192.00
5.02 B Letters and Conflict Resolution Maps	8							40								48	$ 10,144.00	$ -	$ 10,144.00
5.03 Utility Coordination	8							32								40	$ 8,592.00	$ -	$ 8,592.00

R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

RC11 RC14 Neighborhood Street Rehabilitation Project

City of Rancho Cordova

Fee Estimate

June 10, 2025

TASK DESCRIPTION	R.E.Y. Engineers, Inc.															TOTALS			
	Carlye Buchholz Project Manager/Senior Engineer IV	Principal Engineer II	Principal Surveyor II	Principal Surveyor I	Senior Engineer I	Senior Surveyor V	Senior Surveyor III	Assistant Engineer V	Assistant Engineer II	Assistant Surveyor III	Assistant Surveyor II	LiDAR Technician III	Senior Technician II	Technician I	2-Person Survey Crew	TOTAL HOURS	TOTAL LABOR COST	TOTAL ODC'S	TOTAL DOLLARS
BILLING RATE	$298.00	$347.00	$347.00	$320.00	$230.00	$320.00	$276.00	$194.00	$151.00	$165.00	$151.00	$228.00	$184.00	$110.00	$380.00				
6 90% PS&E	**60**	**6**						**419**	**240**							**725**	**$ 137,488.00**	**$ 500.00**	**$ 137,988.00**
6.01 Task Management	8															8	$ 2,384.00	$ -	$ 2,384.00
6.02 65% Comment Response Matrix	4							4	8							16	$ 3,176.00	$ -	$ 3,176.00
6.03 90% Plans (80 Sheets)	32	4						380	232							648	$ 119,676.00	$ 500.00	$ 120,176.00
6.04 90% Specifications	8	1						16								25	$ 5,835.00	$ -	$ 5,835.00
6.05 90% Estimate	4	1						16								21	$ 4,643.00	$ -	$ 4,643.00
6.06 Agenda	1															1	$ 298.00	$ -	$ 298.00
6.07 Meeting	2							2								4	$ 984.00	$ -	$ 984.00
6.08 Minutes	1							1								2	$ 492.00	$ -	$ 492.00
7 Utility C Letters	**10**							**24**								**34**	**$ 7,636.00**	**$ -**	**$ 7,636.00**
7.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
7.02 C Letters	4							8								12	$ 2,744.00	$ -	$ 2,744.00
7.03 Utility Coordination	4							16								20	$ 4,296.00	$ -	$ 4,296.00
8 100% PS&E/Bid Documents	**26**							**108**	**108**							**242**	**$ 45,008.00**	**$ 500.00**	**$ 45,508.00**
8.01 Task Management	4															4	$ 1,192.00	$ -	$ 1,192.00
8.02 90% Comment Response Matrix	2							4	8							14	$ 2,580.00	$ -	$ 2,580.00
8.03 100%/Bid Plans (80 Sheets)	16							80	60							156	$ 29,348.00	$ 500.00	$ 29,848.00
8.04 100%/Bid Specifications	2							8								10	$ 2,148.00	$ -	$ 2,148.00
8.05 100%/Bid Estimate	2							16	40							58	$ 9,740.00	$ -	$ 9,740.00
9 Bid Support	**12**	**2**						**10**								**24**	**$ 6,210.00**	**$ -**	**$ 6,210.00**
9.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
9.02 Bid Support	8	2						8								18	$ 4,630.00	$ -	$ 4,630.00
9.03 Pre-Bid Meeting	2							2								4	$ 984.00	$ -	$ 984.00
10 Survey Monument Preservation	**8**			**68**			**44**			**176**					**340**	**636**	**$ 194,528.00**	**$ -**	**$ 194,528.00**
10.01 Task Management	8			8												16	$ 4,944.00	$ -	$ 4,944.00
10.02 Research and Base Map				8			20			24						52	$ 12,040.00	$ -	$ 12,040.00
10.03 Field Verification				8			4			28					160	200	$ 69,084.00	$ -	$ 69,084.00
10.04 Record of Survey				8			20			124						152	$ 28,540.00	$ -	$ 28,540.00
10.05 Re-Establish Monuments				36											180	216	$ 79,920.00	$ -	$ 79,920.00
SUBTOTAL	**268**	**32**		**68**			**44**	**1,364**	**948**	**176**					**340**	**3,240**	**$ 690,876.00**	**$ 55,021.00**	**$ 745,897.00**
III. Phase 2 Final Design																			
1 Phase 2 Project Management (Optional Task)	**24**	**6**														**30**	**$ 9,234.00**	**$ -**	**$ 9,234.00**
1.01 General Project Management (6 months)	6															6	$ 1,788.00	$ -	$ 1,788.00
1.02 Monthly Project Management (6 months)	6															6	$ 1,788.00	$ -	$ 1,788.00
1.03 Bi-weekly Check-in Calls (12)	12															12	$ 3,576.00	$ -	$ 3,576.00
1.04 QA/QC (6 months)		6														6	$ 2,082.00	$ -	$ 2,082.00
2 Phase 2 90% PS&E (Optional Task)	**56**	**6**						**107**	**88**							**257**	**$ 52,816.00**	**$ 500.00**	**$ 53,316.00**
2.01 Task Management	12															12	$ 3,576.00	$ -	$ 3,576.00
2.02 65% Comment Response Matrix	2							4	8							14	$ 2,580.00	$ -	$ 2,580.00
2.03 90% Plans	32	4						60	80							176	$ 34,644.00	$ 500.00	$ 35,144.00
2.04 90% Specifications	2	1						8								11	$ 2,495.00	$ -	$ 2,495.00
2.05 90% Estimate	4	1						32								37	$ 7,747.00	$ -	$ 7,747.00
2.06 Agenda	1															1	$ 298.00	$ -	$ 298.00
2.07 Meeting	2							2								4	$ 984.00	$ -	$ 984.00
2.08 Minutes	1							1								2	$ 492.00	$ -	$ 492.00

Exhibit B

R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

RC11 RC14 Neighborhood Street Rehabilitation Project

City of Rancho Cordova

Fee Estimate

June 10, 2025

TASK DESCRIPTION	R.E.Y. Engineers, Inc.															TOTALS			
	Carlye Buchholz Project Manager/Senior Engineer IV	Principal Engineer II	Principal Surveyor II	Principal Surveyor I	Senior Engineer I	Senior Surveyor V	Senior Surveyor III	Assistant Engineer V	Assistant Engineer II	Assistant Surveyor III	Assistant Surveyor II	LiDAR Technician III	Senior Technician II	Technician I	2-Person Survey Crew	TOTAL HOURS	TOTAL LABOR COST	TOTAL ODC'S	TOTAL DOLLARS
BILLING RATE	$298.00	$347.00	$347.00	$320.00	$230.00	$320.00	$276.00	$194.00	$151.00	$165.00	$151.00	$228.00	$184.00	$110.00	$380.00				
3 Phase 2 Utility C Letters (Optional Task)	**14**							**64**								**78**	**$ 16,588.00**	**$ -**	**$ 16,588.00**
3.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
3.02 C Letters & Utility Exhibits	4							32								36	$ 7,400.00	$ -	$ 7,400.00
3.03 Utility Coordination	8							32								40	$ 8,592.00	$ -	$ 8,592.00
4 Phase 2 100% PS&E/Bid Documents (Optional Task)	**18**							**60**	**68**							**146**	**$ 27,272.00**	**$ 500.00**	**$ 27,772.00**
4.01 Task Management	4															4	$ 1,192.00	$ -	$ 1,192.00
4.02 90% Comment Response Matrix	2							4	8							14	$ 2,580.00	$ -	$ 2,580.00
4.03 100%/Bid Plans	8							40	20							68	$ 13,164.00	$ 500.00	$ 13,664.00
4.04 100%/Bid Specifications	2							4								6	$ 1,372.00	$ -	$ 1,372.00
4.05 100%/Bid Estimate	2							12	40							54	$ 8,964.00	$ -	$ 8,964.00
5 Phase 2 Bid Support (Optional Task)	**12**	**2**						**10**								**24**	**$ 6,210.00**	**$ -**	**$ 6,210.00**
5.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
5.02 Bid Support	8	2						8								18	$ 4,630.00	$ -	$ 4,630.00
5.03 Pre-Bid Meeting	2							2								4	$ 984.00	$ -	$ 984.00
SUBTOTAL	**124**	**14**						**241**	**156**							**535**	**$ 112,120.00**	**$ 1,000.00**	**$ 113,120.00**
IV. Construction																			
1 Construction Documents	**4**							**8**								**12**	**$ 2,744.00**	**$ -**	**$ 2,744.00**
1.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
1.02 Construction Documents	2							8								10	$ 2,148.00	$ -	$ 2,148.00
2 Construction Engineering Support	**82**	**4**						**42**								**128**	**$ 33,972.00**	**$ -**	**$ 33,972.00**
2.01 Task Management	8															8	$ 2,384.00	$ -	$ 2,384.00
2.02 Construction Engineering Support	72	4						40								116	$ 30,604.00	$ -	$ 30,604.00
2.03 Pre-Construction Meeting	2							2								4	$ 984.00	$ -	$ 984.00
3 As-Built/Record Drawings	**4**							**8**	**32**							**44**	**$ 7,576.00**	**$ -**	**$ 7,576.00**
3.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
3.02 Record Drawings	2							8	32							42	$ 6,980.00	$ -	$ 6,980.00
SUBTOTAL	**90**	**4**						**58**	**32**							**184**	**$ 44,292.00**	**$ -**	**$ 44,292.00**
V. Phase 2 Construction																			
1 Phase 2 Construction Documents (Optional Task)	**4**							**8**								**12**	**$ 2,744.00**	**$ -**	**$ 2,744.00**
1.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
1.02 Construction Documents	2							8								10	$ 2,148.00	$ -	$ 2,148.00
2 Phase 2 Construction Engineering Support (Optional Task)	**58**	**4**						**26**								**88**	**$ 23,716.00**	**$ -**	**$ 23,716.00**
2.01 Task Management	8															8	$ 2,384.00	$ -	$ 2,384.00
2.02 Construction Engineering Support	48	4						24								76	$ 20,348.00	$ -	$ 20,348.00
2.03 Pre-Construction Meeting	2							2								4	$ 984.00	$ -	$ 984.00
3 Phase 2 As-Built/Record Drawings (Optional Task)	**4**							**8**	**32**							**44**	**$ 7,576.00**	**$ -**	**$ 7,576.00**
3.01 Task Management	2															2	$ 596.00	$ -	$ 596.00
3.02 Record Drawings	2							8	32							42	$ 6,980.00	$ -	$ 6,980.00
SUBTOTAL	**66**	**4**						**42**	**32**							**144**	**$ 34,036.00**	**$ -**	**$ 34,036.00**
TOTAL HOURS	**717**	**70**	**12**	**68**	**20**	**62**	**44**	**1880**	**1372**	**206**	**16**	**356**	**264**	**336**	**520**	**5,943**			
TOTAL DOLLARS	**$213,666.00**	**$24,290.00**	**$4,164.00**	**$21,760.00**	**$4,600.00**	**$19,840.00**	**$12,144.00**	**$364,720.00**	**$207,172.00**	**$33,990.00**	**$2,416.00**	**$81,168.00**	**$48,576.00**	**$36,960.00**	**$197,600.00**		**$ 1,273,066.00**	**$ 419,472.00**	**$ 1,692,538.00**
															BASE PROJECT	**5,246**	**$1,122,794.00**	**$364,951.00**	**$1,487,745.00**
															OPTIONAL TASKS	**697**	**$150,272.00**	**$54,521.00**	**$204,793.00**

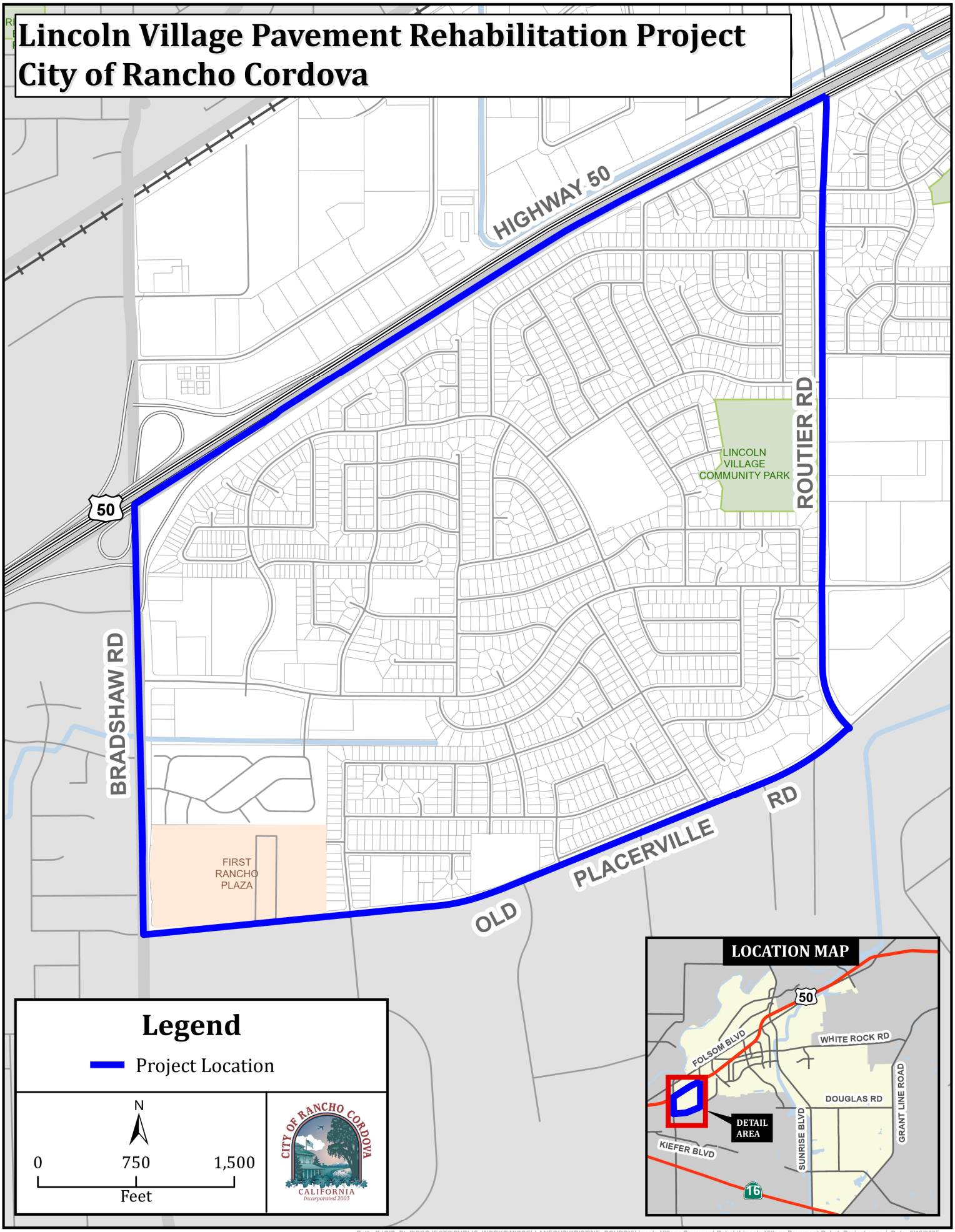
CITY OF RANCHO CORDOVA
PREQUALIFIED LIST OF CONSULTANTS 2024 - 2029
FEE SCHEDULE

Labor Classification	2024 Rate*	2025 Rate*	2026 Rate*	2027 Rate*	2028 Rate*	2029 Rate*
Technician I	$100	$105	$110	$116	$122	$128
Technician II	$119	$125	$131	$138	$145	$152
Technician III	$138	$145	$152	$160	$168	$176
Senior Technician I	$143	$150	$158	$166	$174	$183
Senior Technician II	$167	$175	$184	$193	$203	$213
Senior Technician III	$190	$200	$209	$220	$231	$242
LiDAR Technician I	$157	$165	$173	$182	$191	$200
LiDAR Technician II	$182	$191	$201	$211	$221	$232
LiDAR Technician III	$207	$217	$228	$240	$252	$264
Senior LiDAR Specialist I	$215	$226	$237	$249	$261	$274
Senior LiDAR Specialist II	$242	$254	$267	$280	$294	$309
Assistant Engineer/Surveyor I	$124	$130	$137	$144	$151	$158
Assistant Engineer/Surveyor II	$137	$144	$151	$159	$167	$175
Assistant Engineer/Surveyor III	$150	$158	$165	$174	$182	$191
Assistant Engineer/Surveyor IV	$163	$171	$180	$189	$198	$208
Assistant Engineer/Surveyor V	$176	$185	$194	$204	$214	$225
Associate Engineer/Surveyor I	$155	$163	$171	$179	$188	$198
Associate Engineer/Surveyor II	$167	$175	$184	$193	$203	$213
Associate Engineer/Surveyor III	$180	$189	$198	$208	$219	$230
Associate Engineer/Surveyor IV	$192	$202	$212	$222	$233	$245
Associate Engineer/Surveyor V	$205	$215	$226	$237	$249	$262
Senior Engineer/Surveyor I	$209	$219	$230	$242	$254	$267
Senior Engineer/Surveyor II	$229	$240	$252	$265	$278	$292
Senior Engineer/Surveyor III	$250	$263	$276	$289	$304	$319
Senior Engineer/Surveyor IV	$270	$284	$298	$313	$328	$345
Senior Engineer/Surveyor V	$290	$305	$320	$336	$352	$370
Principal Manager I	$290	$305	$320	$336	$352	$370
Principal Manager II	$315	$331	$347	$365	$383	$402
Expert Witness Testimony/Deposition	$473	$497	$521	$548	$575	$604
1-Person Survey Crew	$215	$226	$237	$249	$261	$274
2-Person Survey Crew	$345	$362	$380	$399	$419	$440
3-Person Survey Crew	$460	$483	$507	$533	$559	$587
Project Coordinator	$127	$133	$140	$147	$154	$162
Senior Project Coordinator	$218	$229	$240	$252	$265	$278
Grant Administrator	$218	$229	$240	$252	$265	$278
Expense Classification						
Terrestrial LiDAR Equipment *(per hour - 2-hour min.)*	$174	$183	$192	$201	$211	$222
Mobile LiDAR Equipment *(per hour - 4-hour min.)*	$750	$788	$827	$868	$912	$957
UAV LiDAR Equipment *(per flight day)*	$880	$924	$970	$1,019	$1,070	$1,123
Bathymetric Survey Vessel *(per project day)*	$1,125	$1,181	$1,240	$1,302	$1,367	$1,436
Special Monuments and Iron Stakes	Cost	Cost	Cost	Cost	Cost	Cost
Outside Reproductions and Services	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%
Subconsultants	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%
In-House Large Format Prints (B+W)	$0.50/SF	$0.50/SF	$0.50/SF	$0.50/SF	$0.50/SF	$0.50/SF
In-House Large Format Prints (Color)	$1.00/SF	$1.00/SF	$1.00/SF	$1.00/SF	$1.00/SF	$1.00/SF

Legend
* Rates above are the hourly rate to be charged for each classification unless otherwise noted.

Notes
- Rates are valid through December 31, 2029.
- Reimbursement for mileage is included in the rates above.
- Rate for overtime for field and non-exempt employees will be charged at 135% of rate listed above.
- Rate for double time for field and non-exempt employees will be charged at 170% of rate listed above.
- Field rates for night shift work will be charged at 110% of the regular rate.

Lincoln Village Pavement Rehabilitation Project
City of Rancho Cordova



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MEMORANDUM

ITEM 9.6.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-162 IN AN AMOUNT NOT TO EXCEED $7,187,878.00 WITH GHILOTTI BROS., INC. TO CONSTRUCT PHASE 2 OF THE COUNTRYSIDE NEIGHBORHOOD STREET REHABILITATION PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would promote public safety and improve the reliability of local roads in the Countyside Neighborhood by awarding a construction contract to rehabilitate the pavement, repair sidewalks, and install bicycle lanes.

BACKGROUND

The Countryside Neighborhood Street Rehabilitation Project (Project) is bordered by Routier Road, Folsom Boulevard, Mather Field Road, Rockingham Drive, and Old Placerville Road. A Project map is included as Attachment 4. The goal of the Project is to rehabilitate the existing pavement to improve the road surfaces, repair sidewalks, upgrade curb ramps, install bicycle lanes, upgrade drainage facilities, and perform other incidental work as required.

In 2024, city staff separated the Project into two phases for construction to maximize the limited funding that was available in the city's Capital Improvement Plan (CIP) Budget. Construction of Phase 1 started in Summer 2024, which focused on the streets that required preservation treatment. With the city's recent adoption of the CIP for fiscal years 2025-27, additional funds were allocated to complete Phase 2 of the Project. Phase 2 was designed to fully rehabilitate the following streets:

Butler Ct, Crawford Wy, Croydon Wy, Ellenwood Ave, Glenmoor Ave, Goinyour Wy, Gonzalez Wy, Gould Wy, Mills Station Rd, Nut Plains Dr, Pistachio Wy, and Rockingham Dr.

Bids for the project were solicited on the city's website and OpenGov.com. Bids were publicly opened on June 12, 2025. A total of eight bids were received. The lowest bid was $7,187,878.00 from Ghilotti Bros., Inc. The contractor was selected for award based on the

lowest, responsive and responsible base bid. There were no bid alternatives. The Bid Summary Checklist is provided as Attachment 3.

This Project was subject to environmental review under the California Environmental Quality Act (CEQA). The Project was determined to be exempt from CEQA regulations pursuant to the categorical exemptions in Section 15301(c), "Existing Facilities," for existing streets and highways with no creation of additional automobile lanes. None of the exceptions in Section 15300.2 apply to this categorical exemption.

Staff recommends awarding the construction contract to Ghilotti Bros., Inc. and authorizing the City Manager to execute the agreement (Attachment 2). The Project is expected to be under construction starting in Summer 2025 and completed in Spring 2026.

FISCAL IMPACT AND FUNDING SOURCE

The Project is included in the Capital Improvement Plan budget for Fiscal Years 2025-26 and 2026-27. The Project budget consists of funding from Infrastructure Replacement Fund, Gas Tax, Road Maintenance and Rehabilitation Account, and New Measure A Maintenance Fund. There is no impact on the city's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-162
3. Bid Summary Checklist
4. Project Location Map

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. 2025-162 IN AN AMOUNT NOT TO EXCEED $7,187,878.00 WITH GHILOTTI BROS., INC. TO CONSTRUCT PHASE 2 OF THE COUNTRYSIDE NEIGHBORHOOD STREET REHABILITATION PROJECT

WHEREAS, the city solicited bids for the Countryside Neighborhood Street Rehabilitation Phase 2 Project (Project) under the requirements of state law and publicly opened bids on June 12, 2025; and

WHEREAS, the lowest responsive and responsible bidder was Ghilotti Bros., Inc.; and

WHEREAS, adoption of this Resolution will award Contract No. 2025-162 to Ghilotti Bros., Inc. in an amount not to exceed $7,187,878.00; and

WHEREAS, the Project will rehabilitate existing pavement, repair sidewalks, upgrade curb ramps, install bicycle lanes, upgrade drainage facilities, and other incidental work as required; and

WHEREAS, Contract No. 2025-162 will be paid through the Infrastructure Replacement Fund, Gas Tax, Road Maintenance and Rehabilitation Account, and New Measure A Maintenance Fund with no impact on the city's General Fund; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-162 with Ghilotti Bros., Inc. in an amount not to exceed $7,187,878.00 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND GHILOTTI BROS., INC.
FOR COUNTRYSIDE NEIGHBORHOOD STREET REHABILITATION PHASE 2 PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Ghilotti Bros, Inc. ("Contractor") as of July 8, 2025.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Countryside Neighborhood Street Rehabilitation Phase 2 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 May 13, 2025, on the City's website and OpenGov.com ("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 November 2024; 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, 2027.

Section 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2025-162, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and

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

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

Section 5. **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: **Seven Million One Hundred Eighty-Seven Thousand Eight Hundred Seventy-Eight Dollars and Zero Cents ($7,187,878.00)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

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

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

Section 10. **INDEMNIFICATION.**

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

forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

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

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

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

Section 14. MISCELLANEOUS PROVISIONS.

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

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

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

Michael M. Ghilotti
Ghilotti Bros., Inc.
525 Jacoby Street,
San Rafael, CA 94901
natalias@gbi1914.com (used for insurance update requests)]

Any written notice to City shall be sent to:

Jesse Yabes, P.E.
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670
jyabes@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:

Micah Runner, City Manager

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last revised June 23, 2022

CONTRACTOR:

Michael M. Ghilotti, President

Date

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

[GHILOTTI BROS., INC.] RESPONSE DOCUMENT REPORT

IFB No. 80119

Countryside Neighborhood Street Rehabilitation Phase 2

RESPONSE DEADLINE: June 12, 2025 at 2:00 pm

Report Generated: Friday, June 13, 2025

Ghilotti Bros., Inc. Response

CONTACT INFORMATION

Company:
Ghilotti Bros., Inc.

Email:
sarahk@gbi1914.com

Contact:
Sarah Kriletich

Address:
525 Jacoby Street
San Rafael, CA 94901

Phone:
N/A

Website:
N/A

Submission Date:
Jun 12, 2025 1:40 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 11, 2025 12:05 PM by Sarah Kriletich

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

David Cantor

Chief Estimator

415-454-7011

davec@gbi1914.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.

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.

132128
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."

1000001037
Click to Verify *Value will be copied to clipboard*

4. Equal Employment Opportunity Certification*

Pass

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 filling 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.

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

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*

Pass

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

Ghilotti_Bros_Sub.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.

72

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.

111

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

Please see a few highlighted projects uploaded to section 20 additional information

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.

Please see a complete list uploaded to section 20 additional information

14. Bid Bond*

Pass

Please download the below documents, complete, and upload.

- Bid_Bond_Updated.pdf

Ghilotti_Bros_Bid_Bond.pdf

15. IRAN Contracting Affidavit*

Pass

Please download the below documents, complete, and upload.

- Iran_Contracting_Act_of_201...

Iran_Contracting_Act_of_2010_Compliance_Affidavit_(1).pdf

16. Non-Collusion Affidavit*

Pass

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.

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*

Pass

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*

Pass

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*

Pass

Upload CARB Certificate of Reported Compliance

GBI.pdf

19. The Contractor Elects to Opt out of Payment Adjustment for Price Index Fluctuations*

Pass

To opt out of payment for price index fluctuations as specified, select "Yes." Otherwise, select "No."

No

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

20. Additional Information

Pass

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

Project_Reference_Road_&_Street.pdf
GBI_Full_Equipment_List.pdf

21. Submittal Confirmation*

Pass

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

SCHEDULE OF QUANTITIES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	$717,000.00	$717,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Traffic Control Plan	1	LS	$103,518.60	$103,518.60
3	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$10,000.00	$10,000.00
4	Construction Staking	1	LS	$40,000.00	$40,000.00
5	Remove Base & Surfacing	20,328	SF	$5.00	$101,640.00
6	Roadway Excavation	1,813	SF	$15.00	$27,195.00
7	Tree Root Control Barrier (Contingency)	107	LF	$50.00	$5,350.00
8	DI (Type B)	29	EA	$5,000.00	$145,000.00
9	Remove & Replace with DI (Type B)	2	EA	$6,000.00	$12,000.00
10	Remove & Replace with DI (Type C)	5	EA	$6,000.00	$30,000.00
11	SDMH (48" Pre-Cast)	17	EA	$9,500.00	$161,500.00
12	12" SD Pipe	635	LF	$370.00	$234,950.00
13	Remove & Replace with 12" SD Pipe	600	LF	$380.00	$228,000.00
14	Connect to Existing Storm Drain Manhole	16	EA	$1,100.00	$17,600.00
15	Repair Storm Drain Manhole (Contingency)	2	EA	$3,900.00	$7,800.00
16	Cut & Cap SD Pipe	11	EA	$900.00	$9,900.00
17	Cap DI Lead at Manhole	13	EA	$800.00	$10,400.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Abandon Drop Inlet (DI)	24	EA	$775.00	$18,600.00
19	Adjust Utility to Grade	118	EA	$2,100.00	$247,800.00
20	Concrete Sidewalk	9,684	SF	$24.00	$232,416.00
21	PCC Driveway Conform (Contingency)	50	SF	$34.00	$1,700.00
22	Gravel Driveway	199	SF	$7.00	$1,393.00
23	Detectable Warning Surface	32	EA	$525.00	$16,800.00
24	Concrete Curb	26	LF	$53.00	$1,378.00
25	Concrete Curb & Gutter	2,148	LF	$98.00	$210,504.00
26	Reinforced Concrete Curb & Gutter	133	LF	$94.00	$12,502.00
27	Barrier Curb	837	LF	$63.00	$52,731.00
28	Mountable Barrier Curb	289	LF	$52.00	$15,028.00
29	4" HMA (Type A) Digout	319	SF	$11.00	$3,509.00
30	8" HMA (Type A) Digout	43,759	SF	$6.00	$262,554.00
31	9' Edge Grind & Structural Section	910	LF	$99.00	$90,090.00
32	Roadway Reconstruction	4,085	SF	$30.00	$122,550.00
33	Unsuitable Material Excavation & Backfill (Contingency)	501	CY	$165.00	$82,665.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
34	Geotextile Fabric (Contingency)	27,008	SF	$0.50	$13,504.00
35	Scarify & Recompact (Contingency)	44,199	SF	$0.25	$11,049.75
36	Cold Plane	373,249	SF	$0.35	$130,637.15
37	Cold Plane (Conform Grind)	4,180	SF	$2.50	$10,450.00
38	Full Depth Reclamation with Cement (FDR-C)	399,105	SF	$1.50	$598,657.50
39	Portland Cement	1,175	TON	$165.00	$193,875.00
40	HMA (Type A) Overlay	8,702	TON	$138.00	$1,200,876.00
41	Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G) Overlay	8,527	TON	$148.00	$1,261,996.00
42	Engineered Fill	20	CY	$360.00	$7,200.00
43	Remove & Replace Speed Hump	3	EA	$4,000.00	$12,000.00
44	Install Speed Hump	3	EA	$4,000.00	$12,000.00
45	Traffic Stripe	41,458	LF	$1.50	$62,187.00
46	Pavement Marking	9,726	SF	$9.00	$87,534.00
47	Green Bike Lane Pavement Marking	1,685	SF	$11.00	$18,535.00
48	Curb Paint	60	LF	$5.00	$300.00
49	FH Pavement Marker	45	EA	$15.00	$675.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
50	Remove & Replace Sign Post	37	EA	$550.00	$20,350.00
51	Install Roadside Sign	19	EA	$475.00	$9,025.00
52	Relocate Roadside Sign	1	EA	$375.00	$375.00
53	Remove Barricade	1	EA	$550.00	$550.00
54	Remove Landscape Wall	14	LF	$150.00	$2,100.00
55	Keystone Retaining Wall	748	SF	$80.00	$59,840.00
56	Remove & Replace Fence	252	LF	$94.00	$23,688.00
57	Landscape	168	SF	$50.00	$8,400.00
58	Survey Monument Wells	41	EA	$2,000.00	$82,000.00
59	Signal Modification	1	LS	$126,000.00	$126,000.00
TOTAL					$7,187,878.00

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
BEAR ELECTRICAL SOLUTIONS LLC	ALVISO, CA	982079	1000002158	6/30/2025	Electrical	126,000.
GRANITE ROCK COMPANY	WATSONVILLE, CA	22	1000000239	6/30/2025	Full Depth Reclamation	397,552.80
SIERRA TRAFFIC MARKINGS INC	ROSEVILLE, CA	755317	1000002783	6/30/2025	Signs	29,750.
SIERRA TRAFFIC MARKINGS INC	ROSEVILLE, CA	755317	1000002783	6/30/2025	Striping	192,231.

Ghilotti Bros.,Inc.
Contractor's Name (Printed)

6/12/2025
Date

Bidder's Signature

David Cantor
Bidder's Name (Printed)

Chief Estimator
Bidder's Title

RANCHO CORDOVA CALIFORNIA

CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Ghilotti Bros., Inc.

_____ as Principal, and

Hartford Fire 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 _____

Countryside Neighborhood Street Rehabilitation Phase 2 80119

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

for which bids are to be opened at Rancho Cordova, CA on June 12, 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: June 10th, 20 25.

Ghilotti Bros., Inc.

David Cantor, Chief Estimator

Principal

Hartford Fire Insurance Company

Surety

By _____

Attorney-in-fact Kelly Holtemann

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)

see attached notary acknowledgment
Notary Public

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 Marin)

On June 10, 2025 before me, Sarah Kriletich, Notary Public
(insert name and title of the officer)

personally appeared David Cantor,
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.

SARAH KRILETICH
Notary Public - California
Marin County
Commission # 2511651
My Comm. Expires Mar 5, 2029

Signature _____ **(Seal)**

CORPORATE RESOLUTION

I, Michael M. Ghilotti, C.E.O. of Ghilotti Bros., Inc., a corporation organized under the laws of the State of California, do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and by-laws of said corporation on the 26th day of June 2023.

RESOLVED, that David Cantor, Chief Estimator, is hereby authorized to sign all bid, subcontract, and contract documents for Ghilotti Bros., Inc.

IN WITNESS WHEREOF, we the Board of Directors set forth our names and affix the seal of said corporation, this 26th day of June 2023.

Michael M. Ghilotti, Chief Executive Officer

Gino G. Ghilotti, Secretary

CALIFORNIA ALL-PURPOSE 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 Marin)

On June 10, 2025 before me, Karen Rhodes, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kelly Holtemann
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.

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.

KAREN RHODES
Notary Public - California
Marin County
Commission # 2393551
My Comm. Expires Mar 1, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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POWER OF ATTORNEY

For Verification, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WOODRUFF SAWYER & COMPANY
Agency Code: 57-554795

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Nerissa S. Bartolome, Patrick R Diebel, Lucy M. Dunham, Kathleen Earle, Andrew S. Holloway, Kelly Holtemann, Christopher M. Howell, Mark M. Munekawa, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Nathalia P. Sholl, Valerie Takeuchi of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 10, 2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

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 (BRTC) 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.

Vendor Name/Financial Institution (printed) Ghilotti Bros.,Inc.		*BTRC (or n/a)* N/A
By (Authorized Signature)		
Print Name and Title of Person Signing David Cantor, Chief Estimator		
Date Executed 06/12/2025	*City Approval (Signature)*	*(Print Name)*

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.

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



California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

GHILOTTI BROS., INC.

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

1390

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

Ghilotti Bros., Inc. Recently Completed Projects						
Job Name	**Location**	**Owner**	**Owner Contact**	**Description**	**Total Construction Cost**	**Date of Completion**
Concord Pothole & Base Repair #2	Concord, CA	City of Concord	Aldrich Bautista 925-671-3028	Pothole and base repair work along Port Chicago Highway and Bates Avenue in the City of Concord. Work included traffic control, staging of the work, water pollution control program, asphalt concrete removal, hot mix asphalt placement, pavement marking and striping removal and installation, detector loops and installation of city furnished video detection camera.	$ 1,843,572.00	11/4/2022
Magnolia Ave pavement Rehab	Magnolia Avenue, Larkspur, CA	City of Larkspur	Julian Skinner 415-927-5017	Rehabilitation of Magnolia ave consitsting of cold planning; removing and disposing of existing pavement, concrete, aggregate base and/or native materials; pruning and removing tree roots; placement of hot mix asphalt (HMA) and rubberized hot mix asphalt (RHMA); lowering and adjusting utility covers to finish grade; traffic striping, pavement markings and raised pavement markers; removing and replacing delineators and roadside signs.	$ 2,633,578.00	9/13/2022
E. Sir Francis Drake Paving	Sire Francis Drake Blvd, Larkspur, CA	City of Larkspur	Julian Skinner 415-927-5017	Reconstruction of East Sir Francis Drake consisting of cold planing; removing and disposing of existing pavement, concrete, aggregate base and/or native materials; placement of hot mix asphalt (HMA) and rubberized hot mix asphalt (RHMA) materials; lowering and adjusting to utility covers to finish grade; replacement of traffic striping, pavement markings and raised pavement markers; removing and replacing traffic signal loop detectors.	$ 2,074,159.00	10/31/2022
2021 Pavement Rehabilitation Project	Benicia, CA	City of Benicia	Dan Sequeira 707-746-4237	Remove & Replace concrete Curb/Gutter/Curb Ramp/Sidewalk, Cold plane, Wedge Grind, Asphalt Digouts and patch paving, RHMA, HMA, type II(Black Rock) Slurry Seal, Adjust Iron, Striping, Replacement Traffic Loops	$ 4,379,235.00	March 2022
04-4K1104 SF 19th Ave Rehab Roadway & replace Signals	San Francisco,CA	Caltrans District 4	Charles Koos 510-715-6644	Rehabilitate Roadway and replace signals on 19th Avenue from the San Mateo County Line to Holloway Avenue and from Lincoln Way to Ruckman Avenue undercrossing. Remove and Replace Concrete Curb/Gutter/Sidewalk/Islands, HMA, RHMA, Tack Coat, Cold plane, Digouts, Striping, Replace Signals	$ 16,162,891.00	November 2021
Sir Francis Drake Blvd Corridor Rehab Project	Sir Francis Drake Blvd, Kentfield, CA	County of Marin	Phillip Buckley pbuckley@marincounty.org	Widening of Sir Francis Drake Blvd to Add Bike Lanes and Pedestrian Pathways, including joint trench utility improvements, intersection and traffic signal improvements, street lighting, pedestrian accessibility improvements, pedestrian path widening, fencing, metal beam guardrail, asphalt grinding, dig-out repairs, hot mix asphalt resurfacing, geosynthetic pavement interlayer, tree removal, utility cover adjustments, drainage improvements, traffic striping, and landscaping improvements	$ 18,134,453.00	April 2022
04-4H2004 Repair Pavement & ADA Improvement	Napa County	Caltrans Disctrict 4	Scott Hislop 510-286-444	Concrete, Earthwork, Grading, Grading/Paving, Underground to repair pavement and create ADA improvements.	$ 15,688,639.00	January 2020
04-264094 Hwy 101, San Antonio Creek - Realign Hwy & Construct New Bridge	Marin/Sonoma Counties	Caltrans Dist. 4	Christopher Blunk christopher_blunk@dot.ca.gov	Realign Highway and Construct New Bridge, Consisting of Earthwork, Bridgework, Grading, Paving, Concrete Barrier and Underground all within an environmentally sensitive area	$ 47,572,824.00	December 2019
Oak Park and Monticello Improvements Project	Pleasant Hill, CA	City of Pleasant Hill	Mario Moreno 925-671-5264	Clear & Grub, Excavation, Backfill, Remove and Replace concrete Curb/Gutter/Sidewalk/ADA Ramps, Install irrigation system, landscaping, traffic Signal Modifications, install LED Street lights, Utility adjustments, Joint Trench, Installation of Domestic water/Recycled Water/storm drain systems, Street widening, pavement reconstruction, Striping	$ 5,889,973.00	February 2022
Sonoma County 2021 Pavement Preservation	Sonoma County	County of Sonoma	Anthony Moore 707-565-2231	Construction Area Signs, Traffic Control, Adjust Manholes to Grade, Clear and Grub, Ditch Excavation, FDR, Cold Plane, Minor Concrete, Roadside Signs, Striping	$ 13,413,763.00	March 2022
Chase Center Arena Warriors Stadium	San Francisco, CA	GSW Warriors	Mortenson Clark - Christopher Bell 202-570-0362	Light-Weight Foam-Fill installation, form work for all surface perimeter concrete stairs and walkways. GBI was called upon to assist in emergency last minute design changes.	$ 18,060,000.00	January 2020
Facebook Classic Campus	Menlo Park,CA	Facebook GC:DPR	Ian Cunningham 408-857-2600	Excavation, Grading, Paving, Underground, Fire Line, Site improvements	$ 4,624,459.00	February 2020
Google Midpoint Bldg 2 Warehouse	Mountain View,CA	Google GC: XL Construction	Matthew Seeberger 408-240-6000	Demo and Replace Concrete walkways and patios, Replace Concrete Footing throughout service yard, Place tranch drains, Grade and Pave parking lot	$ 3,212,424.61	February 2021

All Equipment listed is in working condition located at our Lakeville yard.

GHILOTTI BROS., INC. EQUIPMENT LISTING	
ID	Description
B-0014	2010 CAT 140M VHP
B-0019	2008 CAT 140M
B-0020	2013 CAT 140M II
B-0295	2006 CAT 140H
B-0596	2014 CAT 14M
B-0612	2017 CAT 140M3
B-0624	2001 CAT 14H
BD-0033	2003 CAT D5N XL
BD-0034	2007 CAT D5G XL
BD-0040	2014 CAT D6N XL
BD-0042	2006 CAT D8T
BD-0043	2014 CAT D5K2
BD-0313	2003 CAT D6N XL
BD-0441	CAT D6N
BD-0486	2009 CAT D8T
BD-0546	2014 CAT D5K
BD-0557	2015 CAT D5K
BD-0567	2007 CAT D5G
BD-0569	2015 CAT D6K LGP
BD-0581	CAT D8T
BD-0590	2003 CAT D9R
BG-0012	2007 CAT AP1055D
BG-0014	2008 CAT AP1055D
BG-0016	2011 CAT AP655D
BG-0018	2010 CAT 1055D
BG-0019	2016 CAT AP255EQ
BG-0020	2018 CAT 1055F PAVER
BG-0021	2019 WEILER P385B PAVER
BH-0043	2005 DEERE 710G
BH-0044	2005 DEERE 710G
BH-0053	2007 DEERE 410J
BH-0054	2007 DEERE 410J
BH-0064	2008 CAT 314CL CR Q/C THUMB
BH-0082	2007 CAT 314CLCR
BH-0083	2008 JOHN DEERE 410J
BH-0084	2011 CAT 305D CR W/THUMB
BH-0085	2011 CAT 308CCR W/ THUMB
BH-0086	2005 CAT 308CCR
BH-0089	2013 CAT 305ECR W/ THUMB
BH-0090	2013 CAT 318EL
BH-0091	2013 CAT 308ECR
BH-0092	2013 CAT 321DLCR
BH-0096	2013 CAT 336EL
BH-0097	2008 CAT 330DL
BH-0098	2011 CAT 328DL CR

BH-0099	2015 CAT 305E2
BH-0100	2015 CAT 305E2
BH-0101	2013 CAT 328DLCR
BH-0102	2013 CAT 328DL CR
BH-0103	2015 CAT 305E2
BH-0104	2015 CAT 308E2
BH-0105	2013 CAT 321DLCR
BH-0106	2013 CAT 321DLCR
BH-0107	2013 CAT 336EL
BH-0108	2013 CAT 349EL
BH-0109	2017 CAT 305E2
BH-0110	2017 CAT 305E2
BH-0111	2017 CAT 305E2 CR
BH-0112	2017 CAT 308E2
BH-0113	2018 JOHN DEERE 410L
BH-0114	2018 CAT 308E2
BH-0115	2018 CAT 305E2
BH-0116	2018 CAT 305E2
BH-0117	2018 CAT 308E2
BH-0118	2019 CAT 308E2
BH-0179	2007 CAT 328DL CR
BH-0211	2007 CAT 330DL
BH-0311	2005 CAT 345BL II
BH-0351	2007 CAT 330DL
BH-0364	2007 CAT 321CL CR
BH-0410	2008 CAT 328DL CR
BH-0433	2012 CAT 328DL CR
BH-0450	2013 CAT 321DL CR
BH-0452	2013 CAT 336EL
BH-0456	2013 CAT 321DLCR
BH-0457	2013 CAT 336EL
BH-0459	2013 CAT 321DLCR
BH-0460	2013 CAT 336EL
BH-0466	2013 CAT 328DL CR
BH-0472	CAT 349EL
BH-0479	CAT 336EL
BH-0480	2013 CAT 349EL
BH-0481	CAT 328DL
BH-0482	CAT 328DL
BH-0489	2012 CAT 349EL
BH-0506	CAT 328DL
BH-0587	2017 CAT 325FLCR
BH-0588	2017 CAT 325FL CR
BH-0589	2017 CAT 325FL CR
BH-0602	2017 CAT 325FL CR
BH-0604	2013 CAT 321DL CR
BH-0642	2018 CAT 349FL

BM-0004	GOMACO CC1200
BT-0002	1990 PETERBILT 330
C-0001	2000 I/R P185 WTD
C-0008	1991 I.R. P175 AIR COMP ON FT8
C-0009	1991 I.R. P175 AIR COMP ON FT9
C-0010	1990 IR P175 AIR COMP ON FT21
C-0011	2000 I.R. P185 WTD AIR COMP
C-0013	2000 I.R. P185 WTD AIR COMP
C-0014	P185 I.R. AIR COMP
C-0015	P185 I.R. AIR COMP
CAR-0022	2002 CHEVY TAHOE
CAR-0023	2002 CHEVY SUBURBAN
CAR-0024	2004 GMC SIERRA DENALI
CAR-0025	2004 PONTIAC BONNEVILLE GXP
CAR-0034	2002 CHEVY TAHOE (GBI)
CAR-0035	1999 CHEVY TAHOE (GBI)
CAR-0036	2007 CADILLAC ESCALADE
CAR-0039	2007 GMC YUKON
CAR-0040	2007 GMC YUKON XL
CAR-0041	2007 CHEVY TAHOE
CAR-0042	2008 GMC YUKON
CAR-0043	2009 GMC YUKON (GBI)
CAR-0044	2009 GMC YUKON (GBI)
CAR-0045	2009 GMC YUKON (GBI)
CAR-0046	2001 FORD E350 VAN
CAR-0047	2003 FORD E350 VAN
CAR-0048	2009 CHEVY TAHOE (GBI)
CAR-0049	2008 Chevy Cobalt
CAR-0050	2010 CHEVROLET AVALANCHE
CAR-0051	2002 CHEVY TRAILBLAZER
CAR-0052	1967 CHEVY CAMARO
CAR-0053	2010 GMC YUKON
CAR-0054	2012 Lexus ES350
CAR-0055	2013 Chevrolet Volt
CAR-0056	2013 Cadillac Escalade
CAR-0057	2014 GMC SIERRA
CAR-0058	2014 GMC Sierra
CAR-0059	2014 JEEP RUBICON X
CAR-0060	2011 JEEP GRAND CHEROKEE
CAR-0061	2014 CHEVROLET SUBURBAN
CAR-0062	2015 MASERATI GHIBLI
CAR-0064	2017 Chevrolet Volt
CAR-0068	2018 Chevy Cruze
CAR-0070	2019 GMC SIERRA DENALI 1500
CM-0005	Wirtgen Slipform Machine
CRP-0002	POWERSCREEN TURBO CHIEFTAIN 14
CRP-0004	2014 POWERSCREEN XH320SR

CRP-0005	2017 PREMIERTRAK 400X JAW
DT-0016	1999 GMC C7500 BOBTAIL
DT-0017	1999 GMC C7500 BOBTAIL
DT-0018	1998 GMC C7500 BOBTAIL
DT-0029	GMC (5-6 YARD) DUMP TRUCK
DT-0033	2008 PETERBILT 388 10 WHEELER
DT-0034	2008 PETERBILT 388 10 WHEELER
DT-0036	2008 PETERBILT 388 10 WHEELER
DT-0037	2008 PETERBILT 388 10 WHEELER
DT-0038	2015 Chevy 3500 WT Dump
DT-0039	2018 CHEVY 3500 WT DUMP
DT-0040	2018 CHEVY 3500 WT DUMP
DT-0041	2018 CHEVY 3500 WT DUMP
DT-0042	2018 CHEVY 3500 WT DUMP
DT-0047	2019 PETERBILT 567, SUPER TAG
DT-0048	2019 PETERBILT 567, SUPER TAG
DT-0049	2019 PETERBILT 567, SUPER TAG
DT-0050	2019 PETERBILT 567, SUPER TAG
DT-0051	2019 PETERBILT 337
FL-0011	2006 CAT P6000LP FORKLIFT
FL-0012	2013 CAT TL943C
FT-0001	2000 GMC 3500 SIGN TRUCK
FT-0003	2000 GMC 3500 HD SIGN TRUCK
FT-0006	2000 GMC 3500HD 2CY FLAT DUMP
FT-0027	1998 CHEVY C3500 HD 12' DUMP
FT-0030	1998 CHEVY C3500 HD 12' DUMP
FT-0031	2000 CHEVY C3500 PAVING TRUCK
FT-0032	2000 CHEVY C3500 PAVING TRUCK
FT-0035	2001 CHEVY 12' FLAT BED
FT-0067	1999 F.LINER FL60 ARROW BOARD
FT-0068	2002 GMC C6500 16' DUMP
FT-0069	2001 CHEVY C6500 16' DUMP
FT-0070	2001 CHEVY C3500 HD 3CY DUMP
FT-0071	2001 CHEVY C3500 HD 12' DUMP
FT-0072	2001 CHEVY 3500HD 12' DUMP
FT-0073	2001 CHEVY 3500 HD 12' DUMP
FT-0074	2001 CHEVY 3500 HD 12' DUMP
FT-0075	2001 CHEVY 3500 HD 12' DUMP
FT-0076	2001 CHEVY 3500 HD 3CY DUMP
FT-0077	2001 CHEVY 3500 HD 12' DUMP
FT-0078	2001 GMC C6500
FT-0079	2006 CHEVY 3500 (GBI)
FT-0080	2006 CHEVY 3500 (GBI)
FT-0081	2006 CHEVY 3500 (GBI)
FT-0082	2006 CHEVY 3500 (GBI)
FT-0083	2007 CHEVY 3500 (GBI)
FT-0084	2007 CHEVY 3500 DUMP

FT-0085	2007 CHEVY 3500 DUMP
FT-0086	2007 CHEVY 3500 DUMP
FT-0087	2007 CHEVY 3500 DUMP
FT-0088	2007 CHEVY 3500 DUMP
FT-0089	2007 CHEVY 3500 DUMP
FT-0090	2007 CHEVY 3500 DUMP
FT-0091	2007 CHEVY 3500 DUMP
FT-0092	2007 GMC 4500 FLAT DUMP
FT-0093	2007 GMC 4500 STEEL DUMP
FT-0094	2007 GMC 4500 STEEL DUMP
FT-0095	2007 GMC 4500 STEEL DUMP
FT-0096	2007 CHEVY 4500 CONE TRUCK
FT-0097	2007 CHEVY 4500 CONE TRUCK
FT-0098	2008 GMC C5500 SAW TRUCK
FT-0099	2006 Chevy 3500
FT-0100	FLAT TRUCK
FT-0101	Flat Truck
FT-0103	2011 Chevy Silverado
FT-0104	2015 Chevy Silverado WT
FT-0105	2017 Chevy Silverado
FT-0106	2017 Chevy Silverado
FT-0107	2017 Chevy Silverado
FT-0108	2017 Chevy Silverado
FT-0109	2017 CHEVY SILVERADO 3500
FT-0110	2018 CHEVY SILVERADO 3500
FT-0111	2015 CHEVY 3500 12' FLATBED
FT-0112	2018 CHEVY SILVERADO 3500
GC-0001	GRADE CHECKER
GC-0002	GRADE CHECKER
GC-0003	GRADE CHECKER
GC-0004	GRADE CHECKER
GC-0005	GRADE CHECKER
GC-0006	GRADE CHECKER
GC-0007	GRADE CHECKER
GC-0008	GRADE CHECKER
GR-0006	BITELLI 40 Ft Grinder
GR-0010	2' GRINDER
GR-0011	2005 Wirtgen W1200FT Grinder
GR-0012	2011 Wirtgen W200
GT-0003	2008 PETERBILT 388
GT-0005	2013 PETERBILT 388
HY-0001	Kincaid Agigator Hydroseeder
L-0025	1973 CAT 980B WHEEL LOADER
L-0062	2004 CAT 906H
L-0085	2011 CAT 930H
L-0087	2013 CAT 259B3 (Tracks)
L-0089	2013 CAT 242B3 (Wheels)

L-0090	2013 CAT 259B3 (Tracks)
L-0091	2013 CAT 259B3 (Tracks)
L-0092	2013 CAT 242B3 (wheels)
L-0093	2013 CAT 259B3 (Tracks)
L-0094	2013 CAT 930K
L-0097	DEERE 210K
L-0098	DEERE 210K
L-0099	2014 JOHN DEERE 210K
L-0100	2014 JOHN DEERE 210K
L-0101	2014 JOHN DEERE 210K
L-0102	2014 JOHN DEERE 210K
L-0103	2014 JOHN DEERE 210K
L-0104	2014 JOHN DEERE 210K
L-0105	2014 JOHN DEERE 210K
L-0106	2015 CAT 930K
L-0107	2015 CAT 930M
L-0108	2010 CAT 950H
L-0109	2007 CAT 980H
L-0110	2016 CAT 299D2
L-0111	2017 CAT 259D
L-0112	2017 CAT 259D
L-0113	2017 CAT 259D
L-0114	2017 CAT 259D
L-0115	2017 CAT 259D
L-0116	2018 JOHN DEERE 210L
L-0227	CAT 966H
L-0228	2008 CAT IT38H
L-0270	CAT 966H
L-0285	2007 CAT 950H
L-0361	2007 CAT 980H
L-0382	2011 CAT 966H
L-0407	2006 CAT 950H
L-0418	2007 CAT 950H
L-0430	CAT 980G
L-0501	CAT966K
L-0502	CAT 966M
L-0541	CAT 938K
L-0606	2015 CAT 950M
MU-0001	2014 POLARIS RANGER 4X4
MU-0002	2014 POLARIS RANGER 4X4
MU-0003	2014 POLARIS RANGER 4X4
ORT-0335	2006 CAT 735
ORT-0591	2014 CAT 740
ORT-0592	2014 CAT 740B
ORT-0634	2015 CAT 740B
ORT-0636	2014 CAT 740B
P-0009	1973 REX 330 COMPACTOR

P-0042	1996 CAT CP323C 50"
P-0044	2007 CAT CP563E 84"
P-0045	2005 CAT CP563E 84"
P-0046	2001 CAT 815F
P-0048	2005 CAT CP323C
P-0051	2006 CAT CP433E 66"
PM-0004	2000 CEDAR RAPIDS MS-2
PM-0005	2007 TEREX MS-2
PM-0007	2009 C-RAPIDS MS-2 60"
PM-0008	PICKUP MACHINE
PM-0009	2018 SHUTTLE BUGGY SB2500E
PT-0028	2005 GMC 2500 PICKUP
PT-0029	2005 GMC 2500 PICKUP
PT-0030	2005 GMC 2500 PICKUP
PT-0031	2005 GMC 2500 PICKUP
PT-0034	2006 GMC SIERRA
PT-0035	2005 GMC SIERRA
PT-0036	2006 GMC SIERRA 2500 (GBI)
PT-0037	2006 GMC SIERRA 2500 (GBI)
PT-0038	2006 GMC SIERRA 2500 (GBI)
PT-0039	2006 CHEVY 2500 (GBI)
PT-0040	2006 CHEVY 2500 (GBI)
PT-0041	2007 GMC SIERRA 2500
PT-0042	2007 GMC SIERRA 2500
PT-0043	2007 GMC SIERRA 2500
PT-0044	2007 GMC SIERRA 2500
PT-0046	2007 GMC SIERRA 2500
PT-0048	2007 GMC SIERRA 2500
PT-0049	2008 CHEVY SILVERADO 2500 (GBI
PT-0050	2007 CHEVY 2500 (GBI)
PT-0051	2008 CHEVY 2500 (GBI)
PT-0052	2008 CHEVY 2500 (GBI)
PT-0053	2008 CHEVY SILVERADO C2500
PT-0054	2008 CHEVY SILVERADO C2500
PT-0055	GMC Colorado
PT-0056	2004 GMC SLE TRUCK (GBI)
PT-0057	2007 CHEVY SILVERADO 2500HD (G
PT-0058	2010 CHEVY SILVERADO 1500 (GBI
PT-0059	2010 GMC SIERRA (GBI)
PT-0060	2007 CHEVY SILVERADO 2500HD (G
PT-0064	Chevy 2500HD
PT-0065	PICKUP TRUCK
PT-0069	Pick Up Truck
PT-0070	Pickup
PT-0071	Pickup
PT-0072	Pickup
PT-0073	2012 GMC Sierra Z347546

PT-0074	'13 GMC Sierra
PT-0075	'13 GMC Sierra
PT-0076	'13 GMC Sierra
PT-0077	2015 GMC Sierra
PT-0079	2002 FORD F150
PT-0083	Pick Up Truck
PT-0084	2007 CHEVROLET 2500HD
PT-0085	Pickup Truck
PT-0086	Pickup Truck
PT-0087	Pickup Truck
PT-0088	PICKUP TRUCK
PT-0089	PICKUP TRUCK
PT-0090	PICKUP TRUCK
PT-0091	PICKUP TRUCK
PT-0092	PICKUP TRUCK
PT-0093	PICKUP TRUCK
PT-0094	PICKUP TRUCK
PT-0095	PICKUP TRUCK
PT-0096	PICKUP TRUCK
PT-0097	PICKUP TRUCK
PT-0098	PICKUP TRUCK
PT-0099	PICKUP TRUCK
PT-0100	PICKUP TRUCK
PT-0101	PICKUP TRUCK
PT-0102	PICKUP TRUCK
PT-0103	PICKUP TRUCK
PT-0104	PICKUP TRUCK
PT-0105	PICKUP TRUCK
PT-0106	PICKUP TRUCK
PT-0107	PICKUP TRUCK
PT-0108	PICKUP TRUCK
PT-0109	2018 Chevy Silverado 2500
PT-0110	2018 Chevy Silverado 2500
PT-0111	2018 CHEVY SILVERADO 1500
PT-0112	2018 CHEVY SILVERADO 1500
PT-0113	2018 CHEVY SILVERADO 1500
PT-0114	2018 CHEVY SILVERADO 2500
PT-0115	2018 CHEVY SILVERADO 2500
PT-0116	2018 CHEVY SILVERADO 2500
PT-0117	2018 CHEVY SILVERADO 2500
PT-0118	2018 CHEVY SILVERADO 3500
PT-0120	2018 CHEVY SILVERADO 1500
PT-0121	2018 CHEVY SILVERADO
PT-0122	2019 CHEVY SILVERADO 1500
PT-0123	2019 CHEVY SILVERADO 1500
PT-0124	2019 CHEVY SILVERADO 1500
PT-0125	2019 CHEVY SILVERADO 1500

PT-0126	2019 CHEVY SILVERADO 2500
PT-0127	2019 CHEVY SILVERADO 2500
PT-0128	2019 CHEVY SILVERADO 2500
PT-0129	2019 CHEVY SILVERADO 2500
R-0022	2000 CAT CB214D 39" (PAVING)
R-0045	2007 CAT CB214E
R-0046	2007 CAT CB214E
R-0047	2005 CAT CB534D 67"
R-0048	2006 CAT CB534D 67"
R-0049	2008 CAT CB434D 59"
R-0054	2004 CAT CB434D 59'
R-0057	2007 CAT CB-224E 47"
R-0058	2007 CAT CB-224E 47"
R-0061	2005 CAT CB534D
R-0063	2002 CAT CB224D
R-0064	2006 CAT CS563E 84"
R-0065	2013 CAT CB24 47'
R-0066	2006 CAT CS/CP423E 66"
R-0067	2013 CAT CB44 59" Paving
R-0068	2006 CAT CS563E 84"
R-0069	2015 CAT CB34B 51"
R-0070	2015 CAT CB34B 51"
R-0071	2015 CAT CB24 47"
R-0072	2017 CAT CB64
R-0324	2006 CAT CS563E 84"
R-0533	2011 CAT CS56
S-0007	2005 CAT 613C II
S-0016	2004 CAT 615C II
S-0017	2003 CAT 623G
S-0201	2006 CAT 613C
S-0343	2005 CAT 615C SERIES II
S-0369	2005 CAT 623G
S-0396	2004 CAT 623G
S-0399	2002 CAT 623G
S-0424	2003 CAT 623G
S-0446	CAT 613C
S-0475	2004 CAT 615C II
S-0620	2008 CAT 613C II
SM-0002	MIDLAND SP-8 ROAD WIDENER
ST-0001	2018 PETERBILT 337
ST-0002	2016 Ram 550 Mechanics Truck
ST-0009	2015 KENWORTH T370/IMT
ST-0021	2004 GMC SIERRA
ST-0022	2002 PETERBILT 377
ST-0023	2000 PETERBILT 330
ST-0024	2007 PETERBILT 335 SHOP TRUCK
ST-0026	2006 CHEVROLET C7500 MECHANICS

ST-0027	2001 PETERBILT 330 SHOP TRUCK
SW-0005	LAYMOR 8HC 3 LEG SWEEPER
SW-0006	2005 LAYMOR 3 LEG SWEEPER 8HC
SW-0007	1991 MOBIL SWEEPER
SW-0008	2000 FRHT SWEEPER
SW-0009	2001 FREIGHTLINER FL70 SWEEPER
SW-0010	2000 Athey M-9D SWEEPER
SW-0011	Laymor Sweeper 3 Wheel Ride On
SW-0012	2017 FREIGHTLINER SWEEPER M2
SW-0014	2017 FREIGHTLINER SWEEPER M2
SW-0015	2019 FREIGHTLINER SWEEPER M2
TC-0004	2003 CHEVY C6500 BOOM TRUCK
TRA-0004	'78 RELIANCE TILT DECK
TRA-0018	MESSAGEBOARD
TRA-0020	MESSAGEBOARD
TRA-0021	MESSAGEBOARD
TRA-0022	'91 TRAILER WATER TANK
TRA-0023	BIG 4 SHOP MADE 500 GAL PORTAB
TRA-0024	WATER BUFFALO
TRA-0025	WATER WAGON
TRA-0026	ARROW BOARD
TRA-0027	ARROW BOARD
TRA-0028	TILT TRAILER
TRA-0029	FLATBED TRAILER
TRA-0030	PLATFORM TRAILER
TRA-0031	TRA W/500 GAL. WTR TANK
TRA-0032	TRAILER W/500 GAL. TANK
TRA-0035	'95 RELIANCE END DUMP
TRA-0037	END DUMP
TRA-0040	EARLY WARNER (GAS) ARROW
TRA-0041	EARLY WARNER (GAS) ARROW
TRA-0047	500 GAL WATER BUFFALO
TRA-0049	END DUMP TRAILER
TRA-0050	END DUMP TRAILER
TRA-0051	LOWBED TRAILER
TRA-0054	2000 MURRAY LOWBED
TRA-0055	TRANSFER TRAILER TT-22
TRA-0056	TRANSFER TRAILER TT-21
TRA-0057	'84 ZIEMAN TILT
TRA-0058	PACIFIC TEK AIR KNIFE
TRA-0080	ADDCO MESSAGE BOARD
TRA-0081	MESSAGE BOARD
TRA-0088	KLEIN PORTO-TOWER
TRA-0090	ARROWBOARD (GAS)
TRA-0092	ARROWBOARD TRAILER
TRA-0093	ARROWBOARD TRAILER
TRA-0100	KLEIN PORTATOWER KPT105

TRA-0103	'83 REL END DUMP
TRA-0105	'90 MURRAY AMBASSADOR
TRA-0107	ARROWBOARD (DIESEL)
TRA-0108	ARROWBOARD (DIESEL)
TRA-0109	'68 STRICK 40' DRY VAN
TRA-0110	'68 STRICK 40' DRY VAN
TRA-0113	ARROWBOARD (GAS)
TRA-0118	ARROWBOARD
TRA-0119	ARROWBOARD
TRA-0122	GELCO-SPACE 12X60 OFFICE
TRA-0126	21' TRAILER - 17'X 7' BE
TRA-0130	TK10U TRAILER
TRA-0142	CPS 32'
TRA-0143	CPS 32'
TRA-0144	CPS 32'
TRA-0145	CPS 32'
TRA-0148	MEGA MPT10 100000GALLON WT
TRA-0149	GENERATOR 20-24 DIESEL
TRA-0151	MESSAGE BOARD
TRA-0152	PACIFIC TEK AIRKNIFE
TRA-0154	POWERSCREEN M85 CONVEYOR
TRA-0157	2004 PSCREEN 4026 CONVEYOR
TRA-0162	2000 INTERPIPE 10,000 GALLON
TRA-0163	2007 HARLEY MURRAY 5 AXLE EASY
TRA-0164	2006 INTERSTATE 14PBS
TRA-0165	SUPERIOR TRANSFER TRAILER
TRA-0166	MESSAGE BOARD
TRA-0167	MESSAGE BOARD
TRA-0168	ARROW BOARD
TRA-0169	ARROW BOARD
TRA-0170	2008 RELIANCE BOTTOM DUMP
TRA-0171	2008 RELIANCE BOTTOM DUMP
TRA-0173	TIMBER KING TOWMASTER T-40 TRA
TRA-0175	Airman Generator
TRA-0176	2005 RELIANCE TRANSFER TRAILER
TRA-0177	2001 RELIANCE TRANSFER TRAILER
TRA-0178	2009 CPS 32' SEMI BOTTOM DUMP
TRA-0179	2008 CPS 32' SEMI BOTTOM DUMP
TRA-0180	Powerscreen TC-421
TRA-0181	2013 MURRAY 16 TIRE
TRA-0182	2015 MURRAY EASY TAIL
TRA-0183	2015 MURRAY PROFESSIONAL
TRA-0184	1996 GREAT DANE 45FT
TRA-0185	1996 WILSON CF900 45FT
TRA-105A	9 AXLE JEEP LOWBED
TRA-1310	Shade Station Trailer
TRA-1311	Shade Station Trailer

TT-0001	2013 PETERBILT 367 TRANSPORT
TT-0002	2015 PETERBILT 367 TRANSPORT
TT-0003	2018 PETERBILT 367 TRANSPORT
TT-0033	2008 PETERBILT 388 PULLER
TT-0034	2008 PETERBILT 388 PULLER
TT-0037	2008 PETERBILT 388 PULLER
TT-0038	2007 PETERBILT 379 TRANSPORT
TT-0040	2013 PETERBILT 388 PULLER
TT-0041	2013 PETERBILT 388 PULLER
TT-0042	2013 PETERBILT 388 PULLER
TT-0043	2013 PETERBILT 388 PULLER
TT-0044	2013 PETERBILT 388 PULER
TT-0046	2018 PETERBILT 567 PULLER
TW-0001	200 GAL BITUMUL TRLR PM230T
TW-0002	200 GAL BITUMUL TRAILER PM230T
TW-0007	TACK WAGON
TW-0008	SS1 TACK WAGON
TW-0009	TACK WAGON
TW-0010	RS1 TACK WAGON
TW-0011	TACK WAGON
UT-0004	2000 CHEVY 3500 HD
UT-0005	2000 CHEVY 3500 HD
UT-0007	2006 CHEVY KODIAK C4500 (GBI)
UT-0008	2006 CHEVY KODIAK C4500 (GBI)
UT-0009	Chevy 3500 HD
UT-0010	CHEVY 3500HD
UT-0011	2007 CHEVROLET UTILITY 2500HD
UT-0012	2017 Chevy Silverado 2500
UT-0013	2017 Chevy Silverado 2500
UT-0014	2019 Chevy Silverado 2500
UT-0015	2019 Chevy Silverado 3500
UT-0016	2019 CHEVY SILVERADO 2500
UT-0017	2018 CHEVY SILVERADO 3500
VAN-0001	2017 CHEVY EXPRESS VAN
VAN-0002	2017 CHEVY EXPRESS VAN
VP-0002	TURTLE
VP-0003	VIBRA PLATE
VT-0001	2017 INTERNATIONAL VACMASTER
WP-0040	6" WATER PUMP
WS-0005	WET SAW
WT-0014	2007 Kenworth 4,000G W/T
WT-0015	2007 Kenworth 4,000G W/T
WT-0016	2007 Kenworth 4,000G W/T
WT-0018	2013 KENWORTH 4K WATER TRUCK
WT-0019	2013 KENWORTH 4K WATER TRUCK
WT-0021	2013 PETERBILT 4K WATER TRUCK
WT-0028	2005 PETERBILT 335 WT 2000G

WW-0002	2005 CAT 615 WW
WW-0350	2003 CAT 621G WW

Countryside Neighborhood Street Rehabilitation Phase 2 Project
Bid Summary

June 12, 2025, 2:00 pm, OpenGov.com

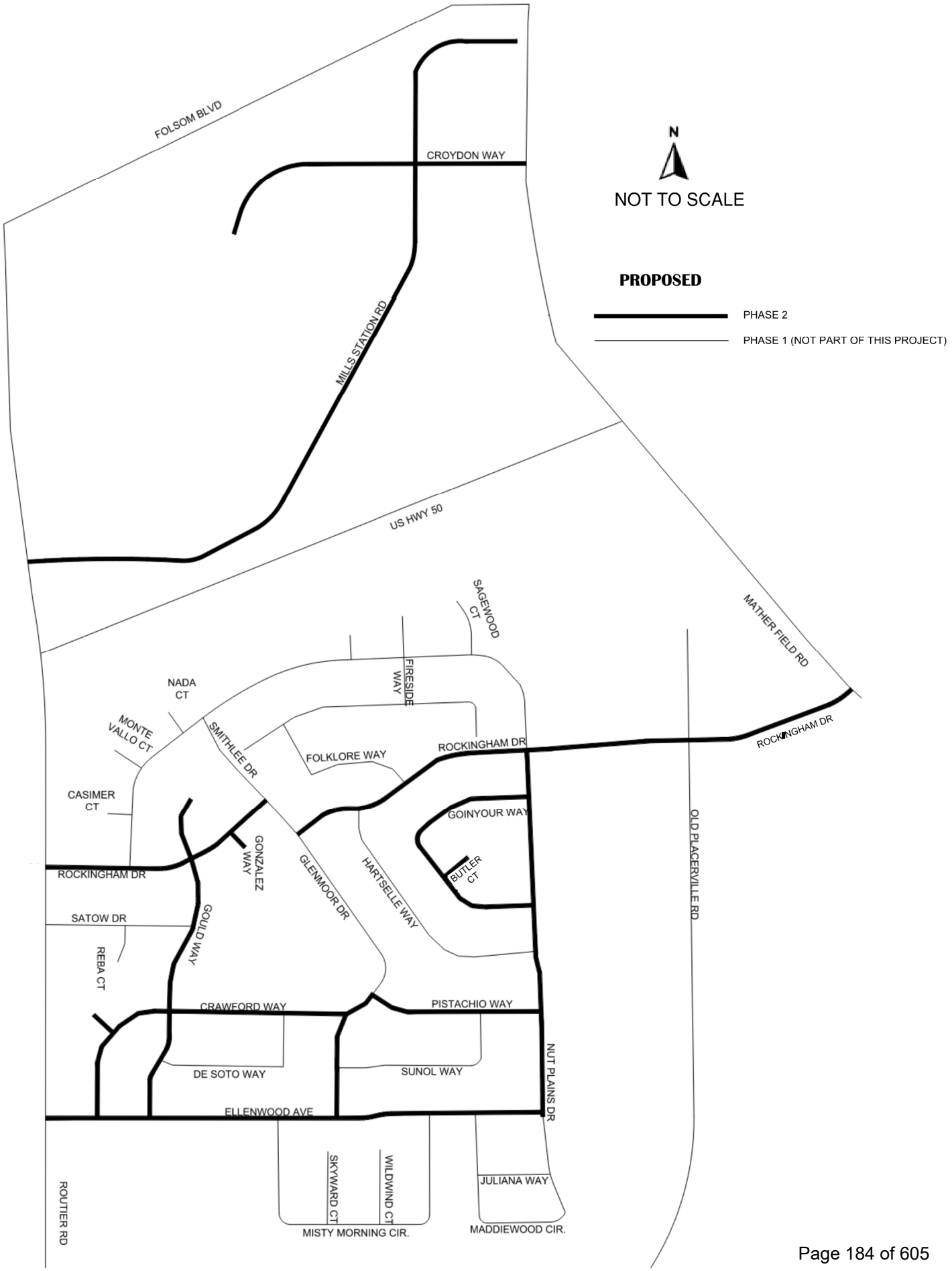
	Construction Contractor	Base Bid	Bid Schedule	Project Contact	Contractors License	DIR Registration	Equal Employment	Public Contract Code 10285.1, 10162, 10232 Statements	Designation of Subcontractors	Experience / Qualifications Questions 9-13	Bidder's Bond	IRAN Contracting Affidavit	Non-Collusion Affidavit	Debarment & Suspension	CARB Certificate of Reported Compliance	Submittal Confirmation	Addendum 1
A	Ghilotti Bros, Inc.	$7,187,878.00	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
B	Teichert Construction	$7,305,928.35	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
C	Granite Construction Company	$7,377,256.10	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
D	George Reed, Inc.	$7,601,088.70	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
E	Central Valley Engineering & Asphalt	$8,197,292.80	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
F	Martin Brothers Construction	$8,436,505.91	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
G	Dutch Contracting, Inc.	$8,510,524.60	x	x	x	x	x	x	x	x	x	x	x	x		x	x
H	McGuire and Hester	$9,877,200.64	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

Attendees: Jesse Yabes, Associate Civil Engineer
Edgar Medina, Assistant Public Works Director

6/13/2025

Jesse Yabes P.E., Associate Civil Engineer Date

COUNTRYSIDE NEIGHBORHOOD STREET REHABILIATION PHASE 2 PROJECT



MEMORANDUM

ITEM 9.7.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Finance Manager

SUBJECT: **A RESOLUTION APPROVING THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES WITHIN IMPROVEMENT AREAS TO BE ANNEXED INTO THE CITY OF RANCHO CORDOVA ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the annexation of Improvement Area No. 2 into the Community Facilities District (CFD), establish a bond authorization and appropriation limit for Improvement Area No. 2 in a specified amount, approve the Rate and Method of Apportionment (RMA) for Improvement Area No. 2 and direct the City Clerk to execute and record the Boundary Map and Notice of Special Tax Lien for Improvement Area No. 2.

BACKGROUND

On January 3, 2022, the city adopted a Resolution of Intention to establish a Community Facilities District (CFD) and Future Annexation Area for the Arista Del Sol project. On May 16, 2022, the city adopted a Resolution forming CFD No. 2022-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the “Act”). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the Resolution of intention, noticing, and public hearing for the entire Future Annexation Area so these steps do not need to be repeated for each annexation.

The Resolution of Formation provides that annexations into the CFD from land within the Future Annexation Area may be made by Request and Unanimous Approval for Annexation and Landowner-Voter Ballot (the “Unanimous Approval”) of the landowner. The owner of the territory within the Future Annexation Area (the “Owner”) desired to annex land within the Future Annexation Area to the CFD as newly created “Improvement Area No. 2” of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (“Improvement Area No. 2”). In June 2025, the Owner executed and delivered to the city a Unanimous Approval with respect to the parcel(s) in the area desired to be annexed into Improvement Area No. 2, in which the Owner has requested (i) annexation of the parcels described in Exhibit A (Attachment

2) to its Unanimous Approval, into the CFD, (ii) establishing the Rate and Method of Apportionment of Special Tax (the “RMA”) for Improvement Area No. 2 substantially in the form attached as Exhibit B (Attachment 3) to the Unanimous Approval, (iii) establishment of a bond authorization and appropriation limit for Improvement Area No. 2 in a specified amount, and (iv) voted in favor of the annexation.

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 Community Facilities District and are not debt of the city's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution
3. Exhibit B to the Resolution
4. Exhibit C to the Resolution
5. Exhibit D to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION APPROVING ANNEXATION OF LAND INTO THE CITY OF RANCHO CORDOVA ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1 AS IMPROVEMENT AREA NO 2, APPROVING A RATE AND METHOD OF APPORTIONMENT THEREFOR, AND APPROVING RELATED MATTERS

WHEREAS, this Council has previously established Arista Del Sol Community Facilities District No. 2022-1 (the "CFD") 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 formed the CFD pursuant to Resolution No. 171-20221 adopted on May 16, 2022 (the "Resolution of Formation") and thereby also established a Future Annexation Area for the CFD (the "Future Annexation Area"); and

WHEREAS, the Resolution of Formation provides that annexations into the CFD from land within the Future Annexation Area may be made by Unanimous Approval of the landowner without Council action, however the city desires that Council action be taken for the annexation, establishment a Rate and Method for a new Improvement Area and related matters; and

WHEREAS, the owner of a portion of the territory within the Future Annexation Area (the "Owner") will execute and deliver to the city a "Unanimous Approval for Annexation" (the "Unanimous Approval") attached hereto as Exhibit A, pursuant to which the Owner has requested annexation of land described in Exhibit A to the Unanimous Approval to be designated as Improvement Area No. 2, and which requests the establishment of a bond authorization and appropriation limit for Improvement Area No. 2 in a specified amount, and constitutes a vote in favor of establishing the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 (the "RMA"), establishing a bonded indebtedness limit and appropriation limit for Improvement Area No. 2, and sets forth other matters related thereto; and

WHEREAS, this Council desires to annex certain land within the Future Annexation Area to the CFD as "Improvement Area No. 2" of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 ("Improvement Area No. 2"), and desires to establish a Rate and Method of Apportionment exclusively applicable to Improvement Area No. 2, a bond authorization and appropriation limit for Improvement Area No. 2, and approve related matters as requested in the Unanimous Approval; and

WHEREAS, pursuant to the Unanimous Approval, the Owner has certified that, based upon its knowledge and familiarity with the land within Improvement Area No. 2 there are no registered voters residing on any of the land within Improvement Area No. 2 and that it comprises the sole ownership entity which is the record Owner of all the land within Improvement Area No. 2; and

WHEREAS, on the basis of the Unanimous Approval, this Council finds that the Owner of one hundred percent (100%) of the property within Improvement Area No. 2 which would be affected by the adoption and approval of the matters stated therein, has requested, consented to and votes in favor of such adoption and approval in order to more effectively accomplish the authorized purposes of the CFD and Improvement Area No. 2; and

WHEREAS, the Council wishes to accept the Unanimous Approval, accept the annexation of the territory within the proposed Improvement Area No. 2 into the CFD, and approve and adopt the RMA for Improvement Area No. 2, acknowledge acceptance of the bonded indebtedness and appropriation limit for Improvement Area No. 2, all in furtherance of the authorized purposes of the CFD and Improvement Area No. 2 and all as requested and approved by the Owner in the Unanimous Approval.

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

Section 1. The foregoing recitals are all true and correct.

Section 2. The territory included in the existing CFD is set forth in the map of the CFD heretofore recorded on January 28, 2022, in the Office of the County Recorder of the County of Sacramento as document number 2022-01280698 in Book 136 at Page 8 of the Maps of Assessment and Community Facilities Districts, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown as Improvement Area No. 2 of the CFD on the Annexation Map shown as Exhibit D to the Unanimous Approval, the boundaries of which territory are hereby approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed as Improvement Area No. 2, in the Office of the County Recorder of the County of Sacramento within fifteen days of the date of adoption of this Resolution.

Section 3. The RMA set forth in the Unanimous Approval is hereby approved and adopted and for all future purposes as applicable for the levy of the annual Special Tax on the land within Improvement Area No. 2 to finance the Facilities described in the Resolution of Formation, unless and until changed in accordance with the Act.

Section 4. The Council hereby finds and declares that the RMA affects only the land within Improvement Area No. 2, and the vote of the Owner comprised within the Unanimous Approval constitutes its approval and unanimous vote as described therein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution, with the Owner being the sole qualified elector applicable to Improvement Area No. 2.

Section 5. The issuance of bonded indebtedness in one or more series secured by special taxes in Improvement Area No. 2 up to a maximum limit of $14,800,000 and the establishment of an appropriations limit applicable to Improvement Area No. 2 of $14,800,000 are approved. After the issuance of the final series of bonds for Improvement Area No. 2, any authorized but unissued bonds in such Improvement Area may be reallocated to other improvement areas which are annexed into the CFD.

Section 6. The Secretary is hereby directed to cause the preparation and recordation of a separate Notice of Special Tax Lien for Improvement Area No. 2 to be recorded in the Office of the County Recorder of the County of Sacramento, as needed, to the changes ordered by this Resolution.

Section 7. It is hereby found that the actions taken by this resolution are valid and in conformity with the Act, including in accordance with the authority granted to this Council as the legislative body of the CFD pursuant to the provisions Section 53312.5 and 53315 of the Act. It

is hereby further found that all prior proceedings and actions taken by this Council related to the CFD were valid and in conformity with the Act.

Section 8. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Siri Pulipati, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

EXHIBIT A

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

CITY OF RANCHO CORDOVA
Arista Del Sol Community Facilities District No. 2022-1

Annexation No. 1 (2025)

To the Honorable City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Members of the City Council:

Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), the City Council of the City of Rancho Cordova adopted its Resolution No. 71-2022 (the "Resolution of Formation") on May 16, 2022, which, among other things: established the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (the “CFD”), designated Improvement Area No. 1 therein, designated certain real property as a future annexation area (the "Future Annexation Area") and authorized the CFD to finance certain public facilities and related costs (together, the "Facilities") as described in the Resolution of Formation and attached hereto as Exhibit B.

This constitutes the Unanimous Approval (the “Unanimous Approval”) of WOODSIDE 05N, LP a California limited partnership, the record owner (the “Owner”) of the fee title to the real property identified below and in Exhibit C (the “Property”) herein requested to be annexed into the CFD from the Future Annexation Area. The Owner states as follows:

1. Owner. This Unanimous Approval is submitted by the Owner, which hereby certifies as being the record owner(s) of fee title to the Property.

I am familiar with and have personally inspected the land within Improvement Area No. 2, which is undeveloped land, and I have noted that there are no dwellings thereon that might serve as habitation for registered voters. Based on the foregoing, I have determined that at no time during the 90 days preceding the date hereof were there ever any persons registered to vote within the territory of the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Owner in favor of the annexation of the Property to the CFD. All of the Property is located within the Future Annexation Area established for the CFD established pursuant to the Resolution of Formation.

3. Approval of Special Tax and the Facilities.

The Council is requested to establish Improvement Area No. 2 within the CFD over the Property, as shown on the Annexation Map attached to this Unanimous Approval as Exhibit D, and to establish a maximum annual special tax (the “Special Tax”) applicable to such land as

described in the Rate amd Method of Apportionment of Special Tax for the Improvement Area No. 2 of the CFD (the "IA2 Rate and Method") attached hereto as Exhibit A..

This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Owner in favor of the levy of the annual Special Tax on the Property to finance the Facilities, according to the IA2 Rate and Method.

4. Approval of the Appropriations Limit and Bonded Indebtedness Limit. This Unanimous Approval also constitutes the unanimous approval and unanimous vote by the Owner in favor of a bonded indebtedness limit for bonds secured by special taxes in Improvement Area No. 2 up to a maximum limit of $14,371,658, and the establishment of an appropriations limit applicable to Improvement Area No. 2 of $14,371,658.

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

6. Recordation of Amendment to Amended Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD, incorporating the authorized list of Facilities and the original Rate and Method for the CFD was recorded in the Office of the County Recorder of the County of Placer, State of California on January 23, 2022 as Document No. 2022-0004026-00.

The Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Placer a Notice of Special Tax Lien for Improvement Area No. 2, as required by Section 3117.5 of the California Streets and Highways Code, which evidences a tax lien applicable to the Property.

7. Authority Warranted. The Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

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

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

10. The Property. The Property is identified by Assessor Parcel Numbers in Exhibit C hereto and made a part hereof and the Owner certifies that such listing is true and correct.

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

Date: _____, 2025

Number of Acres: ____

Owner:

WOODSIDE 05N, LP,
a California limited partnership

By: WDS GP, Inc., a California corporation,
Its General Partner

By: _____
Michael LaFortune
Its: Authorized Signer

EXHIBIT A

IMPROVEMENT AREA NO. 2 OF THE
CITY OF RANCHO CORDOVA
ARISTA DEL SOL
COMMUNITY FACILITIES DISTRICT NO. 2022-1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 2 of the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 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. 2, 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. 2 unless a separate Rate and Method of Apportionment is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final 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. 2, 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. 2 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. 2 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 Arista del Sol Community Facilities District No. 2022-1.

"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. 2 as of the Lien Date, 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 as of the Lien Date 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 or County 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 in Improvement Area No. 2.

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

"Improvement Area No. 2" means Improvement Area No. 2 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 the categories of land use identified in Table 1 in Section C below.

"Land Use Change" means a proposed or approved change to the Expected Land Uses after the Lien Date including changes to the Lot Category designation for SFD Lots.

"Lien Date" means the date that the Notice of Special Tax Lien affecting the Parcels in Improvement Area No. 2 was recorded in the official records of the County.

"Lot Category" means, individually, Lot Category A, Lot Category B, or Lot Category C.

"Lot Category A" applies to SFD Lots within the portion of Improvement Area No. 2 in which an average lot size of 40'x105' was anticipated as of the Lien Date, as identified in Attachment 1 hereto. Changes to such designation shall be considered a Land Use Change, and the Administrator shall apply Section D herein each time such a Land Use Change occurs.

"Lot Category B" applies to SFD Lots within the portion of Improvement Area No. 2 in which an average lot size of 45'x105' was anticipated as of the Lien Date, as identified in Attachment 1. Changes to such designation shall be considered a Land Use Change, and the Administrator shall apply Section D herein each time such a Land Use Change occurs.

"Lot Category C" applies to SFD Lots within the portion of Improvement Area No. 2 in which an average lot size of 55'x105' was anticipated as of the Lien Date, as identified in Attachment 1 hereto. Changes to such designation shall be considered a Land Use Change, and the Administrator shall apply Section D herein each time such a Land Use Change occurs.

"**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. 2 that does not fit within the definition of Single Family Attached Property or Single Family Detached 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. 2.

"Owners Association Property" means any property within the boundaries of Improvement Area No. 2 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. 2 that is owned by the City, County, 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, 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.

"SFA Unit" means an individual Residential Unit on a Parcel of Single Family Attached Property.

"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 Attached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit was issued for construction of a residential structure consisting of two 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 a 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 owner), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit was issued for construction of an SFD Unit.

"Special Tax" means a special tax levied in any Fiscal Year 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.

"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 of the Parcels within the boundaries of Improvement Area No. 2 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. 2, including any adjustments or amendments thereto.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property, Developed Property, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property.

"Welfare Exemption Property" means, in any Fiscal Year, any Parcels in the CFD 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 Development Class, (ii) for Developed Property, categorize each Parcel as Single Family Detached Property, Single Family Attached Property, or Other Property; (iii) for Single Family Detached Property, determine the Lot Category for each SFD Lot; (iv) for Single Family Attached Property, determine the number of SFA Units on each Parcel; (v) for Other Property, determine the Acreage of each Parcel; and (vi) 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. 2 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels 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

Land Use	Base Special Tax Fiscal Year 2024-25 *
Single Family Detached Property Lot Category A Lot Category B Lot Category C	 $1,859 per Residential Unit or SFD Lot $2,683 per Residential Unit or SFD Lot $3,464 per Residential Unit or SFD Lot
Single Family Attached Property	$1,859 per Residential Unit
Other Property	$28,020 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 is $28,020 per Acre for Fiscal Year 2024-25, which amount shall increase on July 1, 2025 and each July 1 thereafter 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 as of the Lien Date. 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. 2 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 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 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 an owner of a Parcel makes a 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. 2. 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. 2.

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 $8.7 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. 2. The

Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 2 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, developer equity and any other source of funding.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in Improvement Area No. 2 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
less	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Identify the Maximum Special Tax for the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City. 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. 2, 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 until the 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 until the 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. The Administrator shall also update Attachment 2 to reflect the prepayment.

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, subject to 2% annual increases each July 1. 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 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. 2 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. 2 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. 2, 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 Required Coverage.

ATTACHMENT 1

Improvement Area No. 2 of the
City of Rancho Cordova
Arista del Sol
Community Facilities District No. 2022-1

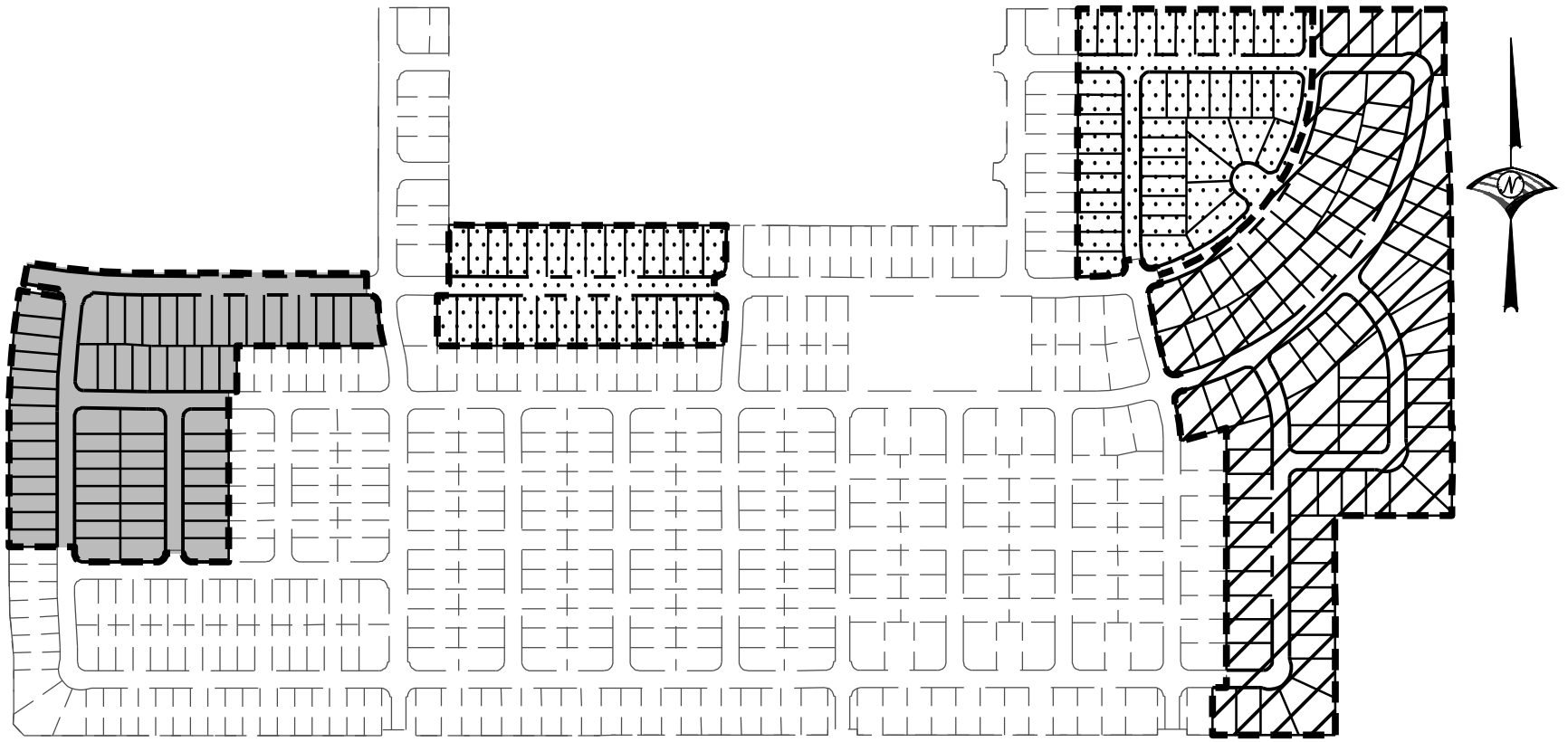
Expected Layout and Lot Category Assignment for
Lots in Improvement Area No. 2

ATTACHMENT 1

ARISTA DEL SOL

EXPECTED LOT LAYOUT WITHIN IMPROVEMENT AREA 2
FOR ARISTA DEL SOL CFD

RANCHO CORDOVA CALIFORNIA



CHRYSANTHY BLVD

LEGEND

40' x 105'

45' x 105'

55' x 105'

400' 200' 0 400'

SCALE: 1" = 400'

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

J:\3000-s\3000\EIT-ADSPH2.dwg 5/21/2025 11:21 AM Aaron Miskit

ATTACHMENT 2

Improvement Area No. 2 of the
City of Rancho Cordova
Arista del Sol
Community Facilities District No. 2022-1

Expected Land Uses and Expected Maximum Special Tax Revenues
in Improvement Area No. 2

Land Use	Expected Land Uses	Base Special Tax (FY 2024-25) *	Expected Maximum Special Tax Revenues (FY 2024-25) *
Single Family Detached Property			
Lot Category A	63 Residential Units	$1,859 per Residential Unit	$117,117
Lot Category B	69 Residential Units	$2,683 per Residential Unit	$185,127
Lot Category C	83 Residential Units	$3,464 per Residential Unit	$287,512
Single Family Attached Property	0 Residential Units	$1,859 per Residential Unit	$0
Other Property	0 Acres	$28,020 per Acre	$0
Expected Maximum Special Tax Revenues (FY 2024-25 $)			**$589,756**

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be increased by 2% of the amount in effect in the prior Fiscal Year.

EXHIBIT B

CITY OF RANCHO CORDOVA
Arista Del Sol Community Facilities District No. 2022-1

Description of Authorized Facilities

The Facilities shown below are to be finance by the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (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:

- Park Improvements
- Chrysanthy Blvd Improvements
- Americanos Blvd Improvements
- In-tract Improvements for development within the CFD

Impact, Development Agreement and Specific Plan Fees for Facilities

- Transportation Impact Fee
- Sunrise Douglas Community Plan Roadway Impact Fee
- City Supplemental Transportation Fee
- Park Renovation Fee
- Sunrise Douglas Park Fee
- Sacramento County Water Agency Zone 40 Water 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 C

CITY OF RANCHO CORDOVA
Arista Del Sol Community Facilities District No. 2022-1

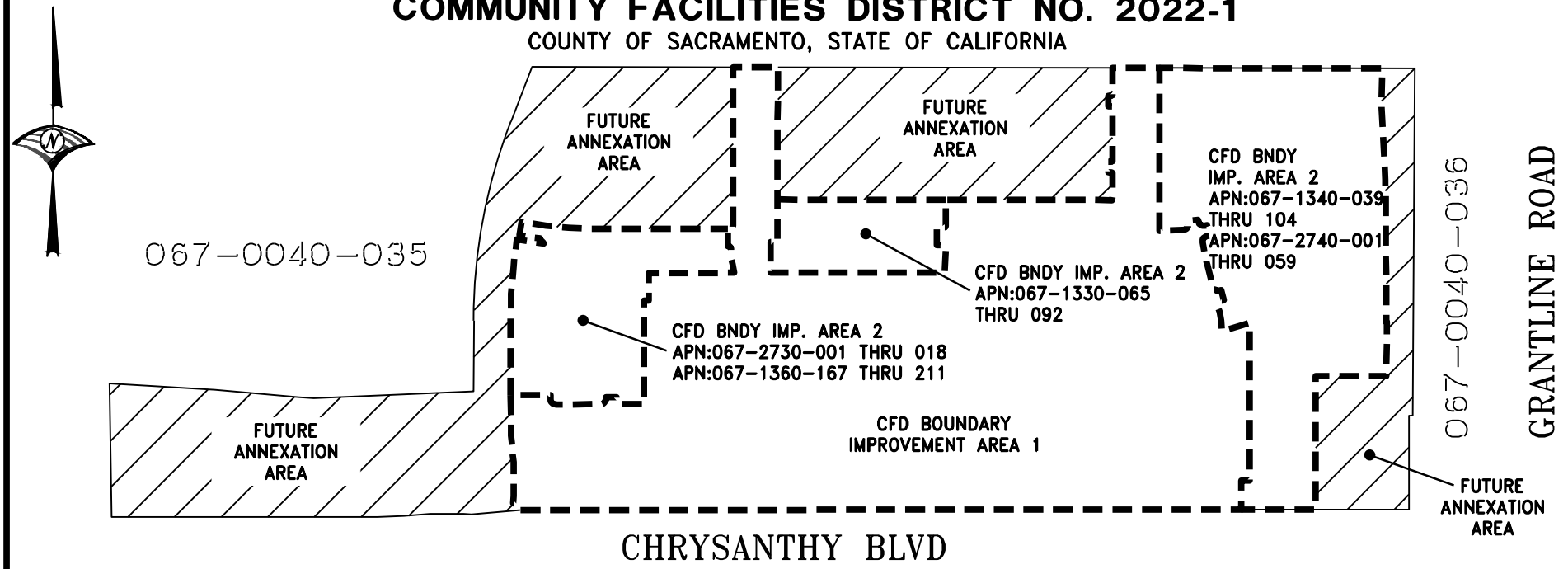
Annexation No. 1

PROPERTY ANNEXED TO THE CFD

Total Acres: _____

Assessor's Parcel Nos.	Owner(s) of Record
067-1340-039 through 067-1340-104	WOODSIDE 05N, LP a California limited partnership
067-2740-001 through 067-2740-059	WOODSIDE 05N, LP a California limited partnership
067-1330-065 through 067-1330-092	WOODSIDE 05N, LP a California limited partnership
067-2730-001 through 067-2730-018	WOODSIDE 05N, LP a California limited partnership
067-1360-167 through 067-1360-211	WOODSIDE 05N, LP a California limited partnership

CONSOLIDATED BOUNDARIES OF CITY OF RANCHO CORDOVA
ARISTA DEL SOL
COMMUNITY FACILITIES DISTRICT NO. 2022-1
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



THIS CONSOLIDATED BOUNDARY MAP REFLECTS THE ANNEXATION OF CERTAIN PARCELS FROM THE FUTURE ANNEXATION AREA INTO (i) IMPROVEMENT AREA NO.2 OF THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2022-1. THIS CONSOLIDATED BOUNDARY MAP SUPERSEDES THE MAP ENTITLED "PROPOSED BOUNDARIES OF THE CITY OF RANCHO CORDOVA ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1, WHICH WAS APPROVED BY RESOLUTION AND FILED FOR RECORD ON JANUARY 28, 2022 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SACRAMENTO IN BOOK 136 AT PAGE 8 OF THE MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AS DOCUMENT NO. 2022-01280698.

1. FILED IN HE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY THIS _____ DAY OF _____ 2025.

_____
CITY CLERK OF THE CITY OF RANCHO CORDOVA

2. I HEREBY CERTIFY THAT THE WITHIN CONSOLIDATED BOUNDARY MAP FOR THE CITY OF RANCHO CORDOVA ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY AT A MEETING THEREOF HELD ON THE ____ DAY OF _____ 2025. BY ITS RESOLUTION NO. _____.

_____
CITY CLERK OF THE CITY OF RANCHO CORDOVA

FILED THIS ____ DAY OF _____ 2025. AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. ___ IN THE OFFICE OF THE ASSESSOR-RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

_____
COUNTY OF SACRAMENTO RECORDER

600' 300' 0 600'

SCALE: 1" = 600'

LEGEND
- CFD BOUNDARY IMPROVEMENT AREA 1&2
- FUTURE ANNEXATION AREA

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

MEMORANDUM

ITEM 9.8.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Assistant Public Works Director
Kevin Velazquez, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-83 WITH BENNETT ENGINEERING SERVICES, INC. IN AN AMOUNT NOT TO EXCEED $132,324.00 FOR PROFESSIONAL ENGINEERING SERVICES ON THE HSIP CYCLE 12 TRAFFIC SIGNALS ENHANCEMENTS PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would provide various benefits to our community, specifically in road safety and visibility. Upgrading traffic signal heads will significantly improve the visibility of signals at intersections, which contributes to improved safety for all road users. Improved signal visibility help in reducing accidents and contributes to safer streets overall.

BACKGROUND

The City of Rancho Cordova received a State Highway Safety Improvement Project (HSIP) Cycle 12 grant in 2025 for the amount of $975,690 for the Traffic Signal Enhancements Project. This project includes upgrading vehicle signal lenses and adding retroreflective backplates to vehicle signal heads throughout the city to improve visibility and intersection safety.

The city selected Bennett Engineering Services, Inc., from its on-call list for professional design and engineering services through the completion of the project. Bennet Engineering has successfully supported the city in designing and constructing prior HSIP Cycle 9, 10 and 11 projects.

The project timeline is to begin design in summer 2025 and construction in fall 2025.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the Capital Improvement Plan budget for Fiscal Years 2025-26 and 2026-27. The Project budget consists of funding from HSIP Grant Program and Infrastructure Replacement Fund. There is no impact on the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-83
3. Project Area Map

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. 2025-83 WITH BENNETT ENGINEERING SERVICES, INC. IN AN AMOUNT NOT TO EXCEED $132,324 TO CONSTRUCT THE HSIP CYCLE 12 TRAFFIC SIGNALS ENHANCEMENTS PROJECT

WHEREAS, the City of Rancho Cordova received Highway Safety Improvement Program (HSIP) funds in the amount of $975,690 to construct the Traffic Signals Enhancements Project (Project); and

WHEREAS, staff is selecting Bennett Engineering Services, Inc. from a qualified on-call list as the professional engineering consultant to develop the final designs for the project; and

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2025-83 with Bennett Engineering Services, Inc. in an amount not to exceed $132,324 for professional services.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-83 with Bennett Engineering Services, Inc., in an amount not to exceed $132,324, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Siri Pulipati, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
BENNET ENGINEERING SERVICES, INC.

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Bennett Engineering Services, Inc, a ("Professional") as of June 16, 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 June 30, 2027, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed $132,324, One Hundred Thirty-Two Thousand, Three Hundred Twenty-Four Dollars not withstanding 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. 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 Kevin Velazquez ("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:
Keith Rhodes, PE
Principal Engineer
1082 Sunrise Ave, Suite 100
Email Address (for Insurance Update Requests)
SSanchez@ben-en.com

Any written notice to City shall be sent to:
Kevin Velazquez
City of Rancho Cordova Public Works
2729 Prospect Park Dr
Rancho Cordova, CA 95670
Email Address (for Insurance Update Requests)
KVelazquez@cityofranchocordova.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.



Seal and Signature of Registered Professional with report/design responsibility.

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

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

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

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date: _____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date: _____

PROFESSIONAL

_____
Leo Rubio, President

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Exhibit A: Scope of Services

Client:	City of Rancho Cordova
Consultant:	Bennett Engineering Services Inc
Project:	HSIP Cycle 12 Signal Enhancements
Date:	05/08/25

BEN|EN
TRUSTED ENGINEERING ADVISORS

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

T 916.783.4100
F 916.783.4110

www.bennettengineeringservices.com

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

Project Description

Bennett Engineering Services (BEN|EN) will provide engineering support services to the City for the HSIP Cycle 12 project. The project will update 51 signal intersections at the following corridors: Folsom Blvd, Zinfandel Dr, Sunrise Blvd, Bradshaw Rd, Old Placerville Rd, Douglas Rd, White Rock Rd, Rancho Cordova Pkwy, Data Dr, and Mather Field Rd. The Project is a state funded project. The project will require a design memorandum, and two plan, specifications, and estimate submittals at 90% and 100% (Final) for City to provide up to 2 rounds of review comments.

Assumptions:

- No improvements other than electrical improvements are expected for this project
- The City will provide as-built information at the proposed intersections
- Surveying, utility coordination, right of way, environmental, and geotechnical work is not included in this scope of work

TASK 1. Project Management

Subtask 1.1. Project Management and Coordination

BEN|EN will set up and facilitate the project development team with representatives with appropriate city staff. BEN|EN will facilitate a kick-off project meeting and schedule a work plan based on feedback from the City. We will identify the critical path milestones to keep the project delivery on schedule. We will prepare all meeting agendas and meeting minutes to distribute to the project team. BEN|EN will notify the city immediately if there are problems that adversely impact the project schedule. One (1) kick-off meeting and five (5) team meetings are assumed for a total of six (6) meetings.

Subtask 1.2. Project Management and Coordination

A draft progress report will be submitted for city approval prior to submitting the first invoice. BEN|EN will prepare and submit monthly invoices to the City. Monthly invoices will be accompanied by a budget summary indicating task breakdown for budget status of work completed to date spent today remaining budget and any other obstacles or problems identified during the reporting period. Invoices will include employee charges. BEN|EN will provide a project schedule using Microsoft project showing the activities and milestones outlined on the project scope. The activities will show begin and end dates duration and dependency on other tasks. The schedule will be refined and maintained on a regular basis and as

decisions are made throughout the life of the project. We will discuss issues that may affect the project design, budget, or schedule.

DELIVERABLES:

- Draft Status Report, Monthly Invoices, Project Schedule updates

TASK 2. Plans, Specifications, and Estimate

Subtask 2.1. Assessment

BEN|EN will obtain as-built signal plans from the City of Rancho Cordova for the following intersections and review them in the field:

1. Folsom Blvd/Bradshaw Rd
2. Folsom Blvd/Paseo Rio Way / Horn Rd
3. Folsom Blvd/Rod Beaudry Dr
4. Folsom Blvd/Bravado Dr
5. Folsom Blvd/La Loma Dr
6. Folsom Blvd/Pedestrian Signal btw La Loma and Paseo
7. Folsom Blvd/Dawes St
8. Folsom Blvd/Mills Park Dr
9. Folsom Blvd/Fire Emergency Signal btw Mills Park and Aramon
10. Folsom Blvd/Aramon Dr
11. Folsom Blvd/Village Ln
12. Folsom Blvd/Don Juan Dr
13. Folsom Blvd/Pedestrian Signal btw Don Juan and Olson
14. Folsom Blvd/Cordova Ln / Olson Dr
15. Folsom Blvd/McGregor Dr
16. Folsom Blvd/Kilgore Rd
17. Folsom Blvd/Pedestrian Signal east of Sunrise
18. Folsom Blvd/Mercantile Dr
19. Folsom Blvd/Mine Shaft Ln
20. Folsom Blvd/Marketplace Ln
21. Zinfandel Dr/Olson Dr
22. Zinfandel Dr/White Rock Rd
23. Zinfandel Dr/Data Dr
24. Zinfandel Dr/Capital Village Ln
25. Zinfandel Dr/Ped Signal south of International Dr
26. Zinfandel Dr/Bear Hollow Dr / Frogs Leap Dr
27. Zinfandel Dr/Spoto Dr
28. Zinfandel Dr/Baroque Dr / N Mather Blvd
29. Zinfandel Dr/Ped Signal south of Baroque
30. Zinfandel Dr/SMFD Driveway Signal
31. Sunrise Blvd/Sun Center Dr / Sunrise Gold Cir
32. Sunrise Blvd/Ped Signal south of Sun Center
33. Sunrise Blvd/Sunrise Park Dr
34. Bradshaw Rd/Oates Dr / Gore Rd
35. Bradshaw Rd/Lincoln Village Dr
36. Bradshaw Rd/Old Placerville Rd
37. Old Placerville Rd/Granby Dr
38. Old Placerville Rd/Routier Rd
39. Old Placerville Rd/Systems Pkwy / Macready Ave
40. Old Placerville Rd/Ped Signal east of Systems Pkwy
41. Old Placerville Rd/Rockingham Dr
42. Douglas Rd/Rancho Cordova Pkwy
43. Douglas Rd/Timberland Dr
44. Douglas Rd/Grant Line Rd
45. White Rock Rd/Prospect Park Dr / Data Dr
46. White Rock Rd/Prospect Park Dr
47. White Rock Rd/Kilgore Rd
48. White Rock Rd/Fitzgerald Rd / Sunrise Park Dr
49. Rancho Cordova Pkwy/Cobble Brook Dr
50. Data Dr/Disk Dr
51. Mather Field Rd/Peter A McCuen Blvd

BEN|EN will verify the existing conditions of the backplates and signal heads sizes in the field and check against the list of proposed signal backplate replacements provided by the City. In addition, BEN|EN will identify outdated pedestrian traffic signal heads, pedestrian pushbuttons, and curb ramps at project intersections,

include recommendations, and document them in field observation forms (in table format). All work identified under this task will be incorporated into Subtask 2.2 and 2.3.

DELIVERABLES:

- Field observation forms (PDF)

Subtask 2.2. 90% Plans, Specifications, and Estimate

Based on the notes of field review, BEN|EN will prepare plans and cost estimates (P&E) for signal backplate replacements and upgrading 8-inch signal heads to 12-inch signal heads . The plan will be shown in schedule format to identify the signal backplates and signal heads that need to be replaced. No plan review of the intersections will be included in the P&E.

BEN|EN will submit the signal backplate replacement plans and cost estimates as well as the signal tech memo to the City of Rancho Cordova for review at 90% level. Any comments by the City will be incorporated into 100% (final) PS&E.

DELIVERABLES:

- 90% Plans (PDF), Specifications (Word), and Estimate (PDF)

Subtask 2.3. 100% Final Plans, Specifications, and Estimate

BEN|EN will submit 100% Traffic Signal PS&E to the City for incorporation into the 100% (Final) PS&E submittal.

DELIVERABLES:

- 100% Signed Plans (PDF), Specifications (Word), and Estimate (PDF)

TASK 3. Bidding and Construction Assistance

Subtask 3.1. Bidding Assistance

BEN|EN will answer questions related to traffic signals from the bidders during the bidding period and assist the City in issuing bid addenda, as necessary.

Subtask 3.2. Design Support During Construction

BEN|EN will respond to the Contractor's Requests-for-Information (RFIs) and review the Contractor's shop drawing submittals regarding traffic signals during construction. In addition, BEN|EN will prepare as-built traffic signal plans based on the Contractor's shop drawing submittals.

EXHIBIT B

COMPENSATION SCHEDULE

Fee Estimate

Client: City of Rancho Cordova

Consultant: Bennett Engineering Services

Project: HSIP Cycle 12 Signal Enhancements

Date: 5/08/25

Fee Estimate	Engineer 10 319 $/hr		Engineer 9 304 $/hr		Engineer 6 245 $/hr		Engineer 5 231 $/hr		Engineer 4 215 $/hr		Engineer 3 203 $/hr		Engineer 2 191 $/hr		BEN|EN Subtotal		TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Task 1 Project Management																	
1.1. Project Management and Coordination	hrs	$0	hrs	$0	12 hrs	$2,940	10 hrs	$2,310	hrs	$0	hrs	$0	hrs	$0	22 hrs	$5,250	$5,250
1.2. Monthly Invoices and Status Reports	hrs	$0	hrs	$0	6 hrs	$1,470	hrs	$0	hrs	$0	hrs	$0	hrs	$0	6 hrs	$1,470	$1,470
Subtotal	**hrs**	**$0**	**hrs**	**$0**	**18 hrs**	**$4,410**	**10 hrs**	**$2,310**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**28 hrs**	**$6,720**	**$6,720**
Task 2 Plans, Specifications, and Estimates																	
2.1. Assessment	6 hrs	$1,914	4 hrs	$1,216	12 hrs	$2,940	96 hrs	$22,176	16 hrs	$3,440	92 hrs	$18,676	47 hrs	$8,977	273 hrs	$59,339	$59,339
2.2. 90% PE	8 hrs	$2,552	4 hrs	$1,216	12 hrs	$2,940	32 hrs	$7,392	hrs	$0	98 hrs	$19,894	24 hrs	$4,584	178 hrs	$38,578	$38,578
2.3. 100% PS&E	8 hrs	$2,552	4 hrs	$1,216	10 hrs	$2,450	16 hrs	$3,696	hrs	$0	24 hrs	$4,872	16 hrs	$3,056	78 hrs	$17,842	$17,842
Subtotal	**22 hrs**	**$7,018**	**12 hrs**	**$3,648**	**34 hrs**	**$8,330**	**144 hrs**	**$33,264**	**16 hrs**	**$3,440**	**214 hrs**	**$43,442**	**87 hrs**	**$16,617**	**529 hrs**	**$115,759**	**$115,759**
Task 3 Bidding and Construction Assistance																	
3.1. Bidding Assistance	2 hrs	$638	hrs	$0	hrs	$0	2 hrs	$462	hrs	$0	hrs	$0	hrs	$0	4 hrs	$1,100	$1,100
3.2. Construction Assistance	8 hrs	$2,552	4 hrs	$1,216	hrs	$0	8 hrs	$1,848	7 hrs	$1,505	8 hrs	$1,624	hrs	$0	35 hrs	$8,745	$8,745
Subtotal	**10 hrs**	**$3,190**	**4 hrs**	**$1,216**	**hrs**	**$0**	**10 hrs**	**$2,310**	**7 hrs**	**$1,505**	**8 hrs**	**$1,624**	**hrs**	**$0**	**39 hrs**	**$9,845**	**$9,845**
PROJECT TOTAL	**32 hrs**	**$10,208**	**16 hrs**	**$4,864**	**52 hrs**	**$12,740**	**164 hrs**	**$37,884**	**23 hrs**	**$4,945**	**222 hrs**	**$45,066**	**87 hrs**	**$16,617**	**596 hrs**	**$132,324**	**$132,324**

Additional Fee Information

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
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 or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

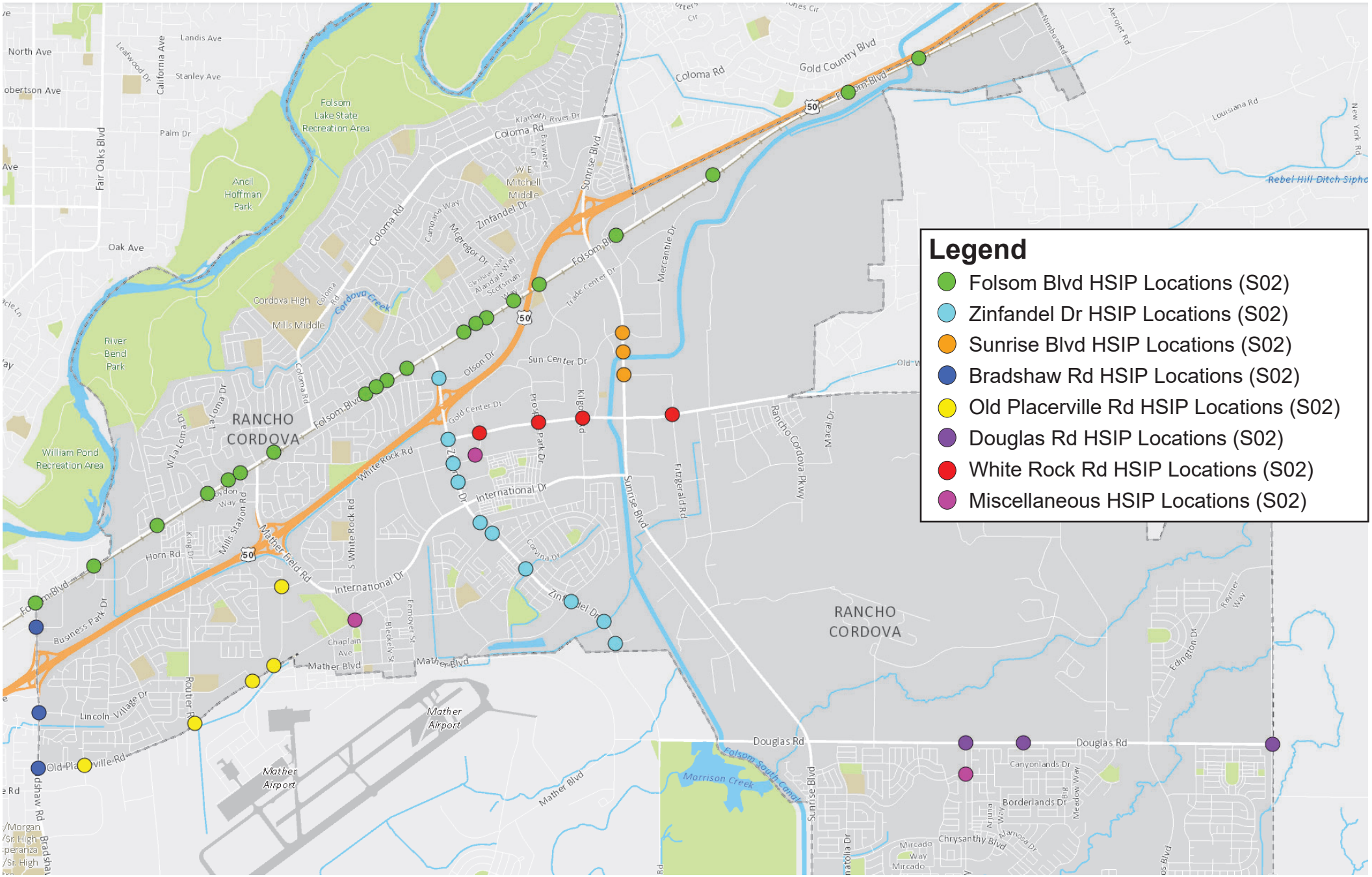
Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

5396302.2

Rancho Cordova HSIP Cycle 12 Project Locations


Legend
Folsom Blvd HSIP Locations (S02)
Zinfandel Dr HSIP Locations (S02)
Sunrise Blvd HSIP Locations (S02)
Bradshaw Rd HSIP Locations (S02)
Old Placerville Rd HSIP Locations (S02)
Douglas Rd HSIP Locations (S02)
White Rock Rd HSIP Locations (S02)
Miscellaneous HSIP Locations (S02)
RANCHO CORDOVA
RANCHO CORDOVA
Folsom Lake State Recreation Area
William Pond Recreation Area
River Bend Park
Ancil Hoffman Park
Cordova High
Mills Middle
W E Mitchell Middle
Mather Airport
Mather Airport
Coloma Rd
Gold Country Blvd
Folsom Blvd
Sunrise Blvd
White Rock Rd
International Dr
Mather Field Rd
Mather Blvd
Douglas Rd
Zinfandel Dr
Olson Dr
Gold Center Dr
Sun Center Dr
Trade Center Dr
Mercantile Dr
Rancho Cordova Pkwy
Fitzgerald Rd
Macel Dr
Prospect Park Dr
Kilgore Dr
Corina Dr
Horn Rd
Mills Station Rd
Business Park Dr
Lincoln Village Dr
Old Placerville Rd
Bradshaw Rd
Router Rd
Chaplain Ave
Blickley St
Fenoyer St
Cordova Creek
Morrison Creek
Folsom South Canal
Canyonlands Dr
Borderlands Dr
Chrysanthy Blvd
Mircado Way
Edgerton Dr
Rayner Way
Meadow Way
Aruna Way
Zamosa Dr
Rebel Hill Ditch Siphon
Louisiana Rd
Aerojet Rd
Nimbus Rd
Fair Oaks Blvd
California Ave
Landis Ave
Stanley Ave
North Ave
Oak Ave
Palm Dr
Leafwood Dr
Klamath River Dr
Bayswater Ln
Campana Way
Mcgregor Dr
Glenhaven Way
Alandale Way
Scotsman Way
La Loma Dr
W La Loma Dr
Coloma Rd
Cordova High
Mills Middle
Sydon Way
King Dr
S White Rock Rd
Fenoyer St
Blickley St
Chaplain Ave
Corina Dr
Prospect Park Dr
Kilgore Dr
Macel Dr
Rancho Cordova Pkwy
Fitzgerald Rd
Trade Center Dr
Mercantile Dr
Sun Center Dr
Olson Dr
Gold Center Dr
Zinfandel Dr
Folsom Blvd
Coloma Rd
Gold Country Blvd
Sunrise Blvd
Mather Blvd
Mather Field Rd
International Dr
White Rock Rd
Douglas Rd
Canyonlands Dr
Borderlands Dr
Chrysanthy Blvd
Mircado Way
Mircado

Rancho Cordova HSIP Cycle 12: Project Locations

Intersection ID	Major Rd	Cross St
1	Folsom Blvd	Bradshaw Rd
2	Folsom Blvd	Paseo Rio Way / Horn Rd
3	Folsom Blvd	Rod Beaudry Dr
4	Folsom Blvd	Bravado Dr
5	Folsom Blvd	La Loma Dr
6	Folsom Blvd	Pedestrian Signal btw La Loma and Paseo
7	Folsom Blvd	Dawes St
8	Folsom Blvd	Mills Park Dr
9	Folsom Blvd	Fire Emergency Signal btw Mills Park and Aramon
10	Folsom Blvd	Aramon Dr
11	Folsom Blvd	Village Ln
12	Folsom Blvd	Don Juan Dr
13	Folsom Blvd	Pedestrian Signal btw Don Juan and Olson
14	Folsom Blvd	Cordova Ln / Olson Dr
15	Folsom Blvd	McGregor Dr
16	Folsom Blvd	Kilgore Rd
17	Folsom Blvd	Pedestrian Signal east of Sunrise
18	Folsom Blvd	Mercantile Dr
19	Folsom Blvd	Mine Shaft Ln
20	Folsom Blvd	Marketplace Ln
21	Zinfandel Dr	Olson Dr
22	Zinfandel Dr	White Rock Rd
23	Zinfandel Dr	Data Dr
24	Zinfandel Dr	Capital Village Ln
25	Zinfandel Dr	Ped Signal south of International Dr
26	Zinfandel Dr	Bear Hollow Dr / Frogs Leap Dr
27	Zinfandel Dr	Spoto Dr
28	Zinfandel Dr	Baroque Dr / N Mather Blvd
29	Zinfandel Dr	Ped Signal south of Baroque
30	Zinfandel Dr	SMFD Driveway Signal
31	Sunrise Blvd	Sun Center Dr / Sunrise Gold Cir
32	Sunrise Blvd	Ped Signal south of Sun Center
33	Sunrise Blvd	Sunrise Park Dr
34	Bradshaw Rd	Oates Dr / Gore Rd
35	Bradshaw Rd	Lincoln Village Dr
36	Bradshaw Rd	Old Placerville Rd
37	Old Placerville Rd	Granby Dr
38	Old Placerville Rd	Routier Rd
39	Old Placerville Rd	Systems Pkwy / Macready Ave
40	Old Placerville Rd	Ped Signal east of Systems Pkwy
41	Old Placerville Rd	Rockingham Dr
42	Douglas Rd	Rancho Cordova Pkwy
43	Douglas Rd	Timberland Dr
44	Douglas Rd	Grant Line Rd
45	White Rock Rd	Prospect Park Dr / Data Dr
46	White Rock Rd	Prospect Park Dr
47	White Rock Rd	Kilgore Rd
48	White Rock Rd	Fitzgerald Rd / Sunrise Park Dr
49	Rancho Cordova Pkwy	Cobble Brook Dr
50	Data Dr	Disk Dr
51	Mather Field Rd	Peter A McCuen Blvd

MEMORANDUM

ITEM 9.9.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Finance Manager

SUBJECT: **A RESOLUTION DETERMINING THE SPECIAL TAX LEVY AND AUTHORIZING THE LEVY OF SPECIAL TAXES FOR POLICE PROTECTION SERVICES WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR FISCAL YEAR 2025-26**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

The Resolution is part of the annual process to levy and collect special taxes in the Rancho Cordova Special Police Tax Area (the "District"). Adoption of the Resolution would authorize and direct the Administrative Services Director to determine, or cause to be determined, the District's Fiscal Year 2025-26 Maximum Special Tax Rates, to establish the Special Taxes to be levied against developed parcels within the District and to cause such charges to be applied to the annual Property Tax Roll.

BACKGROUND

In 2003, the city recognized the need for increased police protection services in new developments, and the difficulty of funding the increased level of services with existing municipal revenues. On July 1, 2003, the City Council adopted Resolution No. 30-2003, providing for a special tax to be imposed on newly developed parcels within the District for the purpose of funding police protection services and such related costs, as provided by Government Code Section 53978.

In order to implement this funding mechanism, the city negotiated provisions of development agreements by which property owners agreed to support the levy of a police services special tax on the properties within their developments. The city also included this provision as a condition of approval for developments without development agreements.

The annual levy of special taxes was approved and authorized by a vote of 2/3 of each zone's property owners and through various ordinances. Each zone's ordinance established a base year special tax rate and an annual special tax rate escalation formula. Each year, the Special Tax Rate for the developed parcels within the District shall increase by the annual percentage increase in the April Consumer Price Index (San Francisco-Oakland-San Jose, CA) as reported by the Bureau of Labor Statistics. The ordinances also direct the City Council to determine the

amount of the annual special tax levy.

The District is currently comprised of twenty-six (26) Special Police Tax Zones. The special tax, which is to be levied annually following the issuance of a building permit, shall be billed as a separate line item on the respective parcel's property tax bill. The District's Fiscal Year (FY) 2025-26 Special Tax Levy is projected to be $1,648,374. The District's FY 2024-25 Special Tax Levy was $1,597,258.

In order to proceed with this year's levy, it is recommended that the City Council approve the Resolution which approves the District's Escalation Factors to be used to calculate the District's Fiscal Year 2025-26 Maximum Special Tax Rates, authorizes and directs the Administrative Services Director to use the tables within Exhibit A (Attachment 2) to determine, or cause to be determined, the District's Fiscal Year 2025-26 Maximum Special Tax Rates, to establish the Special Taxes to be levied to the District parcels for the fiscal year and to cause such charges to be applied to the County Property Tax Roll in order to provide funding for police protection services and such related costs.

FISCAL IMPACT AND FUNDING SOURCE

The Special Tax Levy is projected to provide $1,648,374 in revenue which shall be used solely for the purposes of obtaining, operating and maintaining police protection equipment and apparatus, paying salaries and benefits of police protection personnel and for such other police protection service expenses, excepting the charges imposed by the County to place the special taxes onto the County tax roll in pursuant to Government Code Section 53978.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DETERMINING THE SPECIAL TAX RATES AND AUTHORIZING THE LEVY OF SPECIAL TAXES FOR POLICE PROTECTION SERVICES WITHIN THE RANCHO CORDOVA SPECIAL TAX AREA FOR FISCAL YEAR 2025-26

WHEREAS, on July 1, 2003, the City Council adopted Resolution 30-2003, establishing all of the City of Rancho Cordova as the Rancho Cordova Special Police Tax Area (hereinafter referred to as the "Special Police Tax Area" or "District"); and

WHEREAS, the City Council has previously adopted Resolutions and Ordinances creating several Zones within the Special Police Tax Area and establishing proposed Special Taxes for each Zone pursuant to Government Code Section 53978; and

WHEREAS, the City Council has previously directed the City Clerk to conduct elections through a mailed ballot proposition, pursuant to Elections Code Section 4000, for each Zone and has received favorable votes from the qualified electors approving and authorizing the levy of special taxes onto the parcels within each Zone pursuant to Government Code Section 53978; and

WHEREAS, the City Council desires to authorize the Administrative Services Director to determine the special taxes and to apply the special taxes against the taxable parcels of land lying within the Zones of the Special Police Tax Area for the fiscal year commencing July 1, 2025 and ending June 30, 2026 in order to generate funding for police protection services and such related costs as provided by Government Code Section 53978; and

WHEREAS, the City Council and its legal counsel have reviewed Proposition 218 and found that these Special Taxes comply with applicable provisions of Article XIIIC and Article XIIID of the California State Constitution; and

WHEREAS, upon reasonable written notice by Sacramento County of any claim or challenge, the City of Rancho Cordova agrees to defend with counsel of its choice, indemnify and hold harmless Sacramento County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these Special Taxes onto the County roll and tax bills for the City of Rancho Cordova.

NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA FOR THE DISTRICT, as follows:

Section 1 The City Council hereby approves the District's Base Maximum Special Tax Rates together with the fiscal year 2025-26 Escalation Factors, both of which are attached hereto as Exhibit A, that shall be used to determine the District's fiscal year 2025-26 Special Tax Rates. Furthermore, each taxable parcel shall be taxed at 100% of the Maximum Special Tax Rate.

Section 2 The City Council hereby authorizes and directs the Administrative Services Director to use the attached Exhibit A to determine, or cause to be determined, the fiscal year 2025-26 Special Tax Rate for each District parcel, to establish the Special Taxes to be levied on the District parcels for the fiscal year 2025-26 and to cause such charges to be applied to the County Tax Roll.

Section 3 The Special Tax Rates shall not exceed the Maximum Special Tax Rates authorized and approved by the qualified electors.

Section 4 The Special Tax Rates shall not exceed the Maximum Special Tax Rates established through the Ordinances adopted by the City Council.

Section 5 The revenues from such special taxes shall be used for the services for which it was imposed, and for no other purpose, excepting the amount of collection costs imposed by the County to place the special taxes onto the County tax roll pursuant to Government Code Section 53978.

Section 6 The County Auditor of the County of Sacramento shall enter on the County Tax Roll opposite each eligible parcel of land the amount of such levy amounts submitted by Francisco & Associates, Inc, the Administrative Services Director's designate. Such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to Government Code Section 53978.

Section 7 After collection by the County, the net amount of the levy shall be paid to the City Treasurer. The City Treasurer shall deposit all money representing special taxes collected by the County for the District to the credit of an account for the Rancho Cordova Special Police Tax.

Section 8 The adoption of this Resolution authorizes the District levy for the fiscal year commencing July 1, 2025, and ending June 30, 2026.

Section 9 Francisco & Associates, Inc. is hereby designated to file the levy with the County Auditor/Controller on behalf of the city. The City Clerk is directed to deliver a certified copy of this adopted Resolution to Francisco & Associates, Inc. within two weeks of adoption via either e-mail to anthonyh@franciscoandassociates.com or US Mail to: 5927 Balfour Court, Suite 109, Carlsbad, CA. 92008 - Attn: Anthony Hernandez.

Section 10 The above recitals are all true and correct. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the above City Council action.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Exhibit A

City of Rancho Cordova
Rancho Cordova Special Police Tax Area
Fiscal Year 2025/26 Special Tax Rates

BASE YEAR MAXIMUM SPECIAL TAX RATES

The following table lists the Rancho Cordova Special Police Tax Area's (the "Area") Base Maximum Special Tax Rates for each Zone. Upon the issuance of a building permit, each Area parcel shall be levied at its respective Base Maximum Special Tax Rate in the following fiscal year. Each year thereafter, the Maximum Special Tax Rate of each taxable parcel shall be increased using the annual percentage change in the area's April Consumer Price Index.

Zone	Base Tax Rate Per Residential Unit / Residential Parcel	Base Tax Rate Per Non-Residential Acre / Non-Residential Parcel
1	$250.00 / unit	Not Applicable
2	$250.00 / unit	$653.40 / acre
3	$250.00 / unit	Not Applicable
4	$250.00 / parcel	$250.00 / parcel
5	$250.00 / unit	$653.40 / acre
6	$250.00 / unit	$653.40 / acre
7	$250.00 / unit	Not Applicable
8	$250.00 / unit	$653.40 / acre
15	$250.00 / unit	$653.40 / acre[1]
16	$250.00 / unit	$653.40 / acre
17	$250.00 / unit	$653.40 / acre
18	$250.00 / unit	$653.40 / acre
19	$250.00 / unit	$653.40 / acre
20	$250.00 / unit	$653.40 / acre
21	$250.00 / unit	$653.40 / acre
22	$250.00 / unit	$653.40 / acre
23	$250.00 / unit	$653.40 / acre
24	$250.00 / unit	$653.40 / acre
25	$250.00 / unit	$653.40 / acre
26	$251.00 / unit	$653.40 / acre
29	$450.00 / unit	$1,000.00 / acre
38	$450.00 / unit	$1,000.00 / acre
39	$250.00 / unit	Not Applicable

[1] Industrial Parcels in Zone 15 are levied $1,000 per parcel and all other Non-Residential properties are to be levied the base rate of $653.40 per acre.

Parcels within Zones 2A, 9, 10, 11, 12, 13, 14, 27, 28, 30, 31, 32, 33, 34, 35, 36 and 37 are no longer levied through the Special Police Tax Area as these services are being funded through other revenue sources.

FISCAL YEAR 2025/26 ESCALATION FACTORS

The Maximum Special Tax Rate of each taxable parcel shall be increased using the annual change in the San Francisco-Oakland-San Jose, CA Consumer Price Index (the "CPI"). The annual increase in the CPI from the previous year is 1.26976%.

The following table lists the Fiscal Year 2025/26 Escalation Factors to be applied to the above Base Year Maximum Special Tax Rates to determine the Fiscal Year 2025/26 Maximum Special Tax Rates. The Escalation Factors are calculated each year using the annual changes in the April CPI. The date of a parcel's building permit establishes the base CPI. The base CPI and the most recent April CPI are used to determine the Escalation Factor to be applied to each taxable parcel. For example, the escalation factor for a parcel receiving a building permit on July 1, 2004, would be 1.756578 (355.707 divided by 202.50).

To determine the Maximum Special Tax Rates, each taxable parcel's Base Year Maximum Special Tax Rate shall be multiplied by the applicable Escalation Factor. For example, a residential parcel in Zone 1 would have a base tax rate of $250 per unit; had this parcel received a building permit on July 1, 2004, its escalation factor would be 1.756578. Therefore, its Maximum Special Tax Rate would be $250.00 x 1.756578 or $439.14 per unit.

Date of Building Permit	Month and Year of CPI Factor	CPI Factor[(1)]	Escalation Factor to be Applied to Base Rate[(2)]
July 1, 2004 - June 30, 2005	April 2005	202.500	1.756578
July 1, 2005 - June 30, 2006	April 2006	208.900	1.702762
July 1, 2006 - June 30, 2007	April 2007	215.842	1.647997
July 1, 2007 - June 30, 2008	April 2008	222.074	1.601750
July 1, 2008 - June 30, 2009	April 2009	223.854	1.589013
July 1, 2009 - June 30, 2010	April 2010	227.697	1.562194
July 1, 2010 - June 30, 2011	April 2011	234.121	1.519330
July 1, 2011 - June 30, 2012	April 2012	238.985	1.488407
July 1, 2012 - June 30, 2013	April 2013	244.675	1.453794
July 1, 2013 - June 30, 2014	April 2014	251.495	1.414370
July 1, 2014 - June 30, 2015	April 2015	257.622	1.380732
July 1, 2015 - June 30, 2016	April 2016	264.565	1.344498
July 1, 2016 - June 30, 2017	April 2017	274.589	1.295416
July 1, 2017 - June 30, 2018	April 2018	283.422	1.255044
July 1, 2018 - June 30, 2019	April 2019	294.801	1.206600
July 1, 2019 - June 30, 2020	April 2020	298.074	1.193351
July 1, 2020 - June 30, 2021	April 2021	309.419	1.149597
July 1, 2021 - June 30, 2022	April 2022	324.878	1.094894
July 1, 2022 - June 30, 2023	April 2023	338.496	1.050846
July 1, 2023 - June 30, 2024	April 2024	351.247	1.012698
July 1, 2024 - June 30, 2025	April 2025	355.707	1.000000

[1] April CPI-U (San Francisco-Oakland-San Jose, CA) Bureau of Labor Statistics.

[2] Escalation factors have been rounded for presentation purposes.

SPECIAL TAX RATES

Each taxable parcel shall be taxed at 100% of the Maximum Special Tax Rate.

MEMORANDUM

ITEM 9.10.

DATE: July 7, 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. 2025-62 WITH ART OF MARKETING DESIGN STUDIOS, LLC, IN AN AMOUNT NOT TO EXCEED $150,000.00 PER YEAR BEGINNING ON JULY 1, 2025, THROUGH JUNE 30, 2028, FOR DESIGN, PRINT, AND MAILING SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in a contractual relationship with a term ending June 30, 2028.

BACKGROUND

Art of Marketing Design Studios, LLC, has over 30 years of experience providing award-winning design and printing services, and has been locally owned and operated in Rancho Cordova since 2006. They have provided the city with exemplary services since 2012, and the Communications Department recommends the continuation of that relationship.

Graphic Design, Hourly Rate $115.00: Services include, but are not limited to, brochures, postcards, flyers, advertisements, signs, and posters.

Printing Coordination: Art of Marketing will shop printing projects around and obtain a minimum of two quotes for each specific project to ensure the best value as directed by city staff on an as-needed basis. Preference is given to Rancho Cordova vendors, but Art of Marketing also has the capability to produce products from outside the local area when the project requires it. Printing coordination services include: Offset Printing (spot color and process color), Digital Printing (short run, variable data and print on demand), Large Format Printing (signs, posters, banners, tradeshow exhibits, etc.), and Ad Specialties (mugs, t-shirts, pens, etc.)

Photography Services, Hourly Rate $125.00: Art of Marketing will be directed by city staff on an as-needed basis to provide photography and post-production services for various needs, including portraits, events, scenery, community, and more.

Mailing/Shipping Coordination: Art of Marketing will shop mailing projects around and obtain a minimum of two quotes for each specific project to ensure the best value, as directed by city staff on an as needed basis. Art of Marketing researches and determines the best vendors for the project based off of the scope of work, timelines and overall value for the city. Preference is given to Rancho Cordova vendors, but Art of Marketing also has the capability to produce products from outside the local area when the project requires it.

FISCAL IMPACT AND FUNDING SOURCE

The Professional Services Agreement would be funded by the Communications Department budget with costs allocated to Professional Services - Consulting. The fiscal impact will be in an amount not to exceed $150,000.00 per year of the contract.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-62

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. 2025-62 WITH ART OF MARKETING DESIGN STUDIOS, LLC, IN AN AMOUNT NOT TO EXCEED $150,000 PER YEAR BEGINNING JULY 1, 2025, THROUGH JUNE 30, 2028, FOR DESIGN, PRINT, AND MAILING SERVICES

WHEREAS, the City of Rancho Cordova wishes to contract with Art of Marketing Design Studio for consulting services from July 1, 2025, through June 30, 2028; and

WHEREAS, the contract amount will not exceed $150,000.00 per year of the contract; 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. 2025-62 with Art of Marketing Design Studios, LLC, in an amount not to exceed $150,000.00 per year beginning July 1, 2025, through June 30, 2028, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Siri Pulipati, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

SHORT FORM PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND ART OF MARKETING DESIGN STUDIO

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Art of Marketing Design Studio, a design, photography, and printing / mailing coordination firm ("Professional") as of July 7, 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.

Section 2. **TERM.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2028. 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 10. 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 11.

Section 3. **STANDARD OF PERFORMANCE.**

3.1 **Standard of Performance.** Professional shall perform all services and prepare all work products 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.

3.2 **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.

Section 4. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed $150,000.00 each calendar year, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's 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.

4.1 **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, which describe the work performed by Professional. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

4.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit A, and shall not exceed zero dollars ($0). Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

4.5 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 10, 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.

4.6 **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 5. **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 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 the 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 6. **INSURANCE REQUIREMENTS.** Professional shall comply with the insurance requirements contained in Exhibit B and shall procure, at its own cost and expense all insurance coverages listed in Exhibit B before beginning any work under this Agreement.

Section 7. **INDEMNIFICATION.**

7.1 **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.

7.2 **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, shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

7.3 **Design Professional.** Notwithstanding Section 8.1 and 8.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 8. STATUS OF PROFESSIONAL.

8.1 **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; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

8.2 **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 9. LEGAL REQUIREMENTS.

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

9.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder. 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.

9.3 **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.

9.4 **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 a valid Business License from City during the term of this Agreement.

9.5 **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 10. TERMINATION AND MODIFICATION.

10.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional. Professional may cancel this Agreement upon ninety (90) 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 City in connection with this Agreement.

10.2. **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. 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.

10.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

10.4 **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. 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.

10.5 **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.

10.6 **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:

10.6.1 Immediately terminate the Agreement;

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

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

10.6.4 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 4 if Professional had completed the work.

Section 11. KEEPING AND STATUS OF RECORDS.

11.1 **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.

11.2 **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 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.

11.3 **Inspection and Audit of Records.** Any records or documents that Section 11.2 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 City.

Section 12 MISCELLANEOUS PROVISIONS.

12.1 **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.

12.2 **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.

12.3 **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.

12.4 **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.

12.5 **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.

12.6 **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 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.

12.7 **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.

12.8 **Contract Administration.** This Agreement shall be administered by Maria Chacon Kniestedt ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

12.9 **Notices.** Any written notice to Professional shall be sent to:
Doug Rietz
Art of Marketing Design Studio
4372 Birchy Way
Rancho Cordova, CA 95655
doug@artofmarketing.com

Any written notice to City shall be sent to:
Maria Chacon Kniestedt
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

12.10 **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.

12.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the insurance requirements 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.

12.12 **IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W9 to City before execution of this Agreement. City's Finance Director shall have authority to waive this requirement.

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

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date: _____

PROFESSIONAL

_____
Doug Rietz, President

Date: _____

Attest:

_____
Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

_____
Adam Lindgren, **City Attorney**

Date: _____

EXHIBIT A

SCOPE OF SERVICES

www.artofmarketing.com

Art of Marketing Design Studio has over 30 years of experience providing award-winning design and printing services. We have been located in Rancho Cordova since 1994, resided in Rancho Cordova since 2006 and worked with the City of Rancho Cordova since 2012.

Graphic Design

Art of Marketing will be directed by city staff on an as needed basis to provide graphic design services for products such as brochures, postcards, flyers, advertisements, signs and more.

Hourly rate: $115/hr.

Photography

Art of Marketing will be directed by city staff on an as needed basis to provide photography and post-production services for various needs, including portraits, events, scenery, community, and more.

Hourly rate: $125/hr.

Printing Coordination

On the city's behalf, Art of Marketing will shop printing projects around and obtain a minimum of two quotes for each specific project to ensure the best value. Art of Marketing will be directed by city staff on an as needed basis. Art of Marketing researches and determines the best vendors for the project based off of the scope of work, timelines and overall value for the city. Preference is given to Rancho Cordova vendors, but Art of Marketing also has the capability to produce products from outside the local area when the project requires it.

Printing coordination services include:

- Offset Printing (spot color and process color)
- Digital Printing (short run, variable data and print on demand)
- Large Format Printing (signs, posters, banners, tradeshow exhibits, etc.)
- Ad Specialties (mugs, t-shirts, pens, etc.)

Mailing Coordination

On the city's behalf, Art of Marketing will shop mailing projects around and obtain a minimum of two quotes for each specific project to ensure the best value. Art of Marketing will be directed by city staff on an as needed basis. Art of Marketing researches and determines the best vendors for the project based off of the scope of work, timelines and overall value for the city. Preference is given to Rancho Cordova vendors, but Art of Marketing also has the capability to produce products from outside the local area when the project requires it.

4372 Binchy Way
Rancho Cordova, CA 95655
o: 916.852.5933
c: 916.804.1492

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EXHIBIT B

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.

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.

2. **Commercial General and Automobile Liability Insurance.**

   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 ONE MILLION DOLLARS ($1,000,000.00) 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.

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.

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.

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 ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

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

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.

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. **All Policies Requirements.**

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.

4.2 **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.

4.3 **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 **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.

4.5 **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.

4.6 **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.

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.

MEMORANDUM

ITEM 9.11.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Maria Lopez, Public Works Division Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2023-63-1 WITH BEAR ELECTRICAL SOLUTIONS, LLC TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2026 TO JUNE 30, 2028, WHICH WOULD RESULT IN AN INCREASE TO THE CONTRACT AMOUNT FROM $612,550 TO AN AMOUNT NOT TO EXCEED $1,478,550 FOR CONTINUED STREET LIGHT MAINTENANCE AND REPAIR SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in an extension with Bear Electrical Solutions to ensure uninterrupted service for maintaining and repairing street lighting, helping to keep city streets safely illuminated.

BACKGROUND

In June of 2023, the city entered into a contract (Contract No. 2023-63) with Bear Electrical Solutions, LLC to provide street light maintenance and repair services. This agreement includes routine work such as fixing outages, performing night inspections, responding to emergencies, and completing other necessary street light repairs. Having an on-call contract in place allows the city to respond quickly to issues, helping to keep streets safe and well-lit.

Since the contract started, the city has seen an increase in the need for street light pole maintenance and replacement. As a result, there is a need to increase the contract amount to ensure continued services for the remainder of the current twelve-month term. Additionally, staff is seeking approval of a two-year contract extension which would result in an additional increase to the contract amount. These changes would help ensure that street lighting remains functional and that repairs can be made promptly to support public safety.

The city would conduct a competitive request for bids and execute a new contract for the term beginning July 1, 2028.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the contract amendment includes special districts and Measure A maintenance funds. There is no impact to the general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2023-63-1

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 AMENDMENT NO. 2023-63-1 WITH BEAR ELECTRICAL SOLUTIONS, LLC TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2026, TO JUNE 30, 2028, WHICH WOULD RESULT IN AN INCREASE TO THE CONTRACT AMOUNT FROM $612,550 TO AN AMOUNT NOT TO EXCEED $1,478,550 FOR CONTINUED STREET LIGHT MAINTENANCE AND REPAIR SERVICES

WHEREAS, the parties entered into a three-year General Services Agreement ("GSA") dated July 1, 2023 (Contract 2023-63) in the amount of $612,550 to provide street light maintenance and repair services; and

WHEREAS, adoption of this Resolution will authorize the City Manager to execute Amendment No. 1 with Bear Electrical Solutions for continued maintenance services; and

WHEREAS, the amendment will extend the contract term through June 30, 2028, which results in an increase to the contract amount from $612,550 to an amount not to exceed $1,478,550; and

WHEREAS, the services will exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, funding for the contract amendment will be from special districts and Measure A maintenance funds and does not impact the city's general fund; and

WHEREAS, the city will conduct a competitive request for bids and execute a new contract for the term beginning July 1, 2028.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 2023-63-1 with Bear Electrical Solutions to extend the contract term to June 30, 2028, and increase the contract amount from $612,550 to an amount not to exceed $1,478,550 for streetlight maintenance and repair services in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

FIRST AMENDMENT TO THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND BEAR ELECTRICAL SOLUTIONS, LLC

This First Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Bear Electrical Solutions ("Contractor") as of July 7, 2025. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a General Services Agreement ("GSA") dated July 1, 2023, for the purpose of providing street light maintenance and repair services; and

WHEREAS, this Amendment will extend the contract term from June 30, 2026 to June 30, 2028; and

WHEREAS, this Amendment will increase the contract amount from $612,550 to a not to exceed $1,478,550; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the GSA from June 30, 2026, to June 30, 2028. The first sentence of Section 2 of the GSA, "Term," is amended to read as follows:

   "The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated at provided for in Section 13."

2. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor $612,550. The Parties agree to amend Section 4 of the GSA in order to increase the compensation amount to pay Contractor for continued services. The first sentence of Section 4 of the GSA is amended to read as follows:

   "The Contractor shall be paid $1,478,550 for performance of the Services pursuant to this Agreement."

3. All other terms and conditions in the GSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

CONTRACTOR

_____
Robert Asuncion, Vice President

Date:_____

MEMORANDUM

ITEM 9.12.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-85 WITH SIERRA ASPHALT, INC. IN AN AMOUNT NOT TO EXCEED $925,701, FOR ON-CALL PAVEMENT MAINTENANCE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2025-85 with Sierra Asphalt, Inc. to ensure services for routine maintenance on local streets such as filling potholes, base failure repairs, other pavement repairs, and a cape seal on Sunrise Boulevard from Kiefer Boulevard to Jackson Road.

BACKGROUND

City staff advertised for a new on-call pavement maintenance contract to perform ongoing street repairs. The work scope for this contract covers routine maintenance activities such as filling potholes, base failure repairs, and other pavement repairs. On-call contracts facilitate fast response times that keep city streets safe.

Bids for the project were solicited on the city's website and on OpenGov.com on April 15, 2025. Bids for the project were publicly opened on May 6, 2025. A total of three (3) bids were received. The lowest responsible and responsive bid was $925,701 from Sierra Asphalt, Inc. The contract has one (1) bid alternate of $549,326 to perform a cape seal on Sunrise Boulevard from Kiefer Boulevard to Jackson Road and is included in the contract total. The costs associated with the bid alternate will be split with the County of Sacramento through a reimbursement agreement. The bid summary sheet is provided as Attachment 2.

FISCAL IMPACT AND FUNDING SOURCE

This Contract will be funded by special districts, Measure A maintenance funds and a County of Sacramento Reimbursement Agreement. There is no impact to the General Fund.

ATTACHMENT(S)

1. Resolution
2. Bid Summary Sheet
3. Contract No. 2025-85

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 TO EXECUTE CONTRACT NO. 2025-85 WITH SIERRA ASPHALT, INC. IN AN AMOUNT NOT TO EXCEED $925,701 FOR ON-CALL PAVEMENT MAINTENANCE SERVICES

WHEREAS, the city solicited bids for on-call pavement maintenance services under the requirements of state law on April 15, 2025; and

WHEREAS, the lowest responsible bidder was Sierra Asphalt, Inc.; and

WHEREAS, the new contract will include on-call services consisting of routine maintenance activities such as filling potholes, base failure repairs, and other roadway repairs.; and

WHEREAS, a cape seal on Sunrise Boulevard from Kiefer Boulevard to Jackson Road; and

WHEREAS, adoption of this Resolution will award Contract No. 2025-85 to Sierra Asphalt, Inc. in an amount not to exceed $925,701 for on-call pavement maintenance services; and

WHEREAS, the services will exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, funding for the contract will be from a combination of special district funds and Measure A. There is no impact to the city's General Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-85 with Sierra Asphalt, Inc. in an amount not to exceed $925,701 for on-call pavement maintenance services in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

City of Rancho Cordova On-Call Pavement Maintenance Services
Bid Summary

May 6, 2025, 1:30 pm, Open Gov

	Construction Contractor	Base Bid	Bid Alternate	Grand Total	Bid Schedule	Project Contact	Contractors License	DIR Registration	Firm Experience and Qualifications	Employee/Staff Experience and Qualifications	Operations Plan	Designation of Subcontractors	Exceptions to Agreement	Bidder's Bond	Non-Collusion Affidavit	Signature Certification Page	Certificate of Insurance	Submittal Confirmation
A	B&M Civil LLC	$396,950.00	$603,015.00	$999,965.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B	Central Valley Engineering & Asphalt, Inc.	$508,520.00	$506,249.00	$1,014,769.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
C	Sierra Asphalt, Inc.	$376,375.00	$549,326.00	$925,701.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
D																		
E																		
F																		
G																		

Attendees: Victor Ramos, Senior Operations and Maintenance Technician
Kristine Courdy, Senior Civil Engineer
Krystle Judish, Operations and Maintenance Technician

Victor Ramos, Senior Operations and Maintenance Technician

5/12/2025
Date

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND SIERRA ASPHALT, INC.
FOR ON-CALL PAVEMENT MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Sierra Asphalt, Inc. ("Contractor") as of July 1, 2025.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for On-Call Pavement Maintenance Services ("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 April 15, 2025, on the City of Rancho Cordova website and on OpenGov.com ("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 July 1, 2025, and shall end on June 30, 2028.

Section 3. **SCOPE OF WORK.** The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 85-2025, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of

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

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

Section 5. **PAYMENT.** Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Nine Hundred Twenty-Five Thousand, Seven Hundred and One Dollars and Zero Cents ($925,701.00). 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 Operations & Maintenance Division Manager ("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 Contractor shall be sent to:

Tim Carver
Sierra Asphalt, Inc.
3755 Omec Circle Unit 2
Rancho Cordova, 95742
trc@sierraasphalt.com

Any written notice to City shall be sent to:

Victor Ramos
City of Rancho Cordova
Operations & Maintenance Division
3303 Luyung Drive
Rancho Cordova, CA 95742

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:

Micah Runner, City Manager

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

CONTRACTOR:

Tim Carver, Vice President

Date

Section 2 - Scope of Services

2.1. WORK GUIDANCE

All work to be done by any Bidder selected to perform the work outlined in this RFB shall be guided by the:

- County of Sacramento, Municipal Services, Standard Construction Specifications https://saccountyspecs.saccounty.gov/Pages/default.aspx

- Standard Specifications, State of California, California State Transportation Agency, Department of Transportation https://dot.ca.gov/-/media/dot-media/programs/design/documents/2023_stdspecs-a11y.pdf

and this RFB, herein referred to as Additional Special Provisions.

2.2. DESCRIPTION OF WORK EXPECTATIONS

All Bidders accept and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of general street maintenance including pavement base repair, grind and replace pavement, AC overlays, leveling courses, crack seals, pothole and spot patching, slurry seals, and temporary installation of trench plates within areas owned by the City, as further designated in this RFB.

The Bid Alternate consists of a Cape Seal on Sunrise Boulevard from Kiefer Boulevard to Jackson Road.

The City requires the selected Bidder to meet the following minimum standards:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by pavement maintenance contractors to be best practice. All work completed by the selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work, noncompliance may result in work stoppage by the Contract Manager, or their designee.**

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the Contract Manager, or their designee and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager, or their designee. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Equipment: The selected Contractor must furnish all tools, and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current standard specifications. The City may require demonstration of

equipment during selection process of this RFB, as outlined in **Bidder Experience and Operations Plan.**

2.3. COMMENCEMENT OF WORK

Bidders acknowledge that submittal of bids does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any Bidder shall not constitute any authority to enter upon sites for work. Work shall commence only upon formal execution of a contract and work orders from the City.

The City seeks to make selection of a Contractor and execute a contract for On-Call Pavement Maintenance Services by July 1, 2025. Bidders acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any Bidder unable to meet this timeframe shall not be considered for award.

2.4. BID ALTERNATE

The RFB does have a Bid Alternate as described in the Description of Work Expectations and quantities in the Bid Alternate Schedule. The contract will be awarded on the Base Bid and the Bid Alternate will only be awarded depending on the availability of funding.

2.5. TERM OF AGREEMENT

Any Contract resulting from a submitted Bid shall be a three (3) year contract starting from the time at which the contract is fully excuted.

If mutually agreeable to both parties, any resultant contract may be extended for an additional two (2) years term.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for the termination of the contract.

Failure to provide an adequate working force shall be considered as grounds for the termination of the contract.

If the Bid Alternate is awarded the time for completion shall be fifteen days (15) WORKING DAYS for that work.

2.6. SUBCONTRACTORS

Bidders requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFB. Bidders further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

2.7. HOURLY LABOR RATES

The City will reimburse the Contractor for labor hours in the following four job categories. The number of hours shown in the Base Bid Schedule represent projected hours by job classification based upon historical level of effort and billings for similar services. Actual billings may vary.

Superintendent: Responsible for supervision of all field and laboratory repair work. Acts as primary liaison with City staff, provides technical data and assistance, and assists the Contract Manager, or their designee with pavement maintenance. Superintendent guides and assists Laborers and Operators in the performance of their duties with regards to all services performed under this contract.

Laborer: Primary duties include assistance with maintenance tasks and other non-technical duties as assigned by the Superintendent.

Equipment Operator: Primary duties include operating heavy machinery as needed to complete the maintenance tasks and other duties as assigned by the Superintendent.

Truck Driver: Primary duties include operating machinery as needed to complete the maintenance tasks and other duties as assigned by the Superintendent.

Please provide hourly billing rates in the cost schedule for Regular Business Hours, Monday thru Friday, 8:00 A.M. to 5:00 P.M. and Non-Business Hours, nights and weekends.

Rates will remain constant for the three (3) year term of the agreement. If both parties have agreed to extend the term of the agreement, the hourly billing rates for labor and equipment may be adjusted upon submittal of a written request by the Contractor. The written request is due to the City no later than April 1, for the term beginning July 1. The adjustments to labor and equipment rates shall be the percentage change in the Consumer Price Index ("CPI") index for the prior preceding calendar year ending December 31st and the preceding calendar year ending December 31st. In no event shall the annual rate adjustment exceed 5%. CPI is Series ID: CUURX400SA0 (All Urban Consumers, All Items – West Size Class B/C) as published by the United States Department of Labor, Bureau of Labor Statistics.

The following quantities are approximate only and are given for the purpose of comparing bids. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein but reserves the right to increase and decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the City. Payment will be based upon the actual quantities, unless otherwise specified.

confirmation will be understood as certification by the Bidder that they have completely read and understand this Request For Bids in its entirety including any and all Addenda released prior to the time of submittal.

Confirmed

PRICE TABLES

BASE BID SCHEDULE

Mobilization shall be included in the prices paid for the various items of work, and no additional compensation shall be allowed, therefore.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Superintendent - Projected Regular Business Hours for 3 years: Mon-Fri 8 A.M. to 5 P.M.	150	Hours	$72.50	$10,875.00
2	Superintendent - Projected Non-Business Hours for 3 years: Nights and Weekends	20	Hours	$72.50	$1,450.00
3	Laborer - Projected Regular Business Hours for 3 years: Mon-Fri 8 A.M. to 5 P.M.	600	Hours	$140.00	$84,000.00
4	Laborer - Projected Non-Business Hours for 3 years: Nights and Weekends	60	Hours	$165.00	$9,900.00
5	Equipment Operator - Projected Regular Business Hours for 3 years: Mon-Fri 8 A.M. to 5 P.M.	300	Hours	$175.00	$52,500.00
6	Equipment Operator - Projected Non-Business Hours for 3 years: Nights and Weekends	20	Hours	$200.00	$4,000.00
7	Truck Driver - Projected Regular Business Hours for 3 years: Mon-Fri 8 A.M. to 5 P.M.	200	Hours	$75.00	$15,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Truck Driver - Projected Non-Business Hours for 3 years: Nights and Weekends	20	Hours	$85.00	$1,700.00
9	Paving Machine	250	Hours	$75.00	$18,750.00
10	Steel Drum Roller	250	Hours	$65.00	$16,250.00
11	Skip Loader	150	Hours	$35.00	$5,250.00
12	Cold Planning Machine	150	Hours	$275.00	$41,250.00
13	Skid Steer	150	Hours	$75.00	$11,250.00
14	Pick Up Truck	600	Hours	$45.00	$27,000.00
15	10 Yard Dump Truck	150	Hours	$125.00	$18,750.00
16	Emulsion Sprayer	200	Hours	$10.00	$2,000.00
17	Arrow Board	300	Hours	$10.00	$3,000.00
18	Trench Plate	5	Hours	$10.00	$50.00
19	Asphalt Concrete (AC)	300	Tons	$87.00	$26,100.00
20	Aggregate Base (AB)	150	Tons	$22.00	$3,300.00
21	Crack Seal	24,000	LF	$1.00	$24,000.00
TOTAL					$376,375.00

BID ALTERNATE SCHEDULE - BID ALTERNATE

The following bid items are included in the Bid Alternate. The contract will be awarded on the Base Bid and the Bid Alternate will only be awarded depending on the availability of funding.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization - Bid Alternate	1	LS	$55,000.00	$55,000.00
2	Traffic Control - Bid Alternate	1	LS	$47,000.00	$47,000.00
3	Pavement Surface Preparation - Bid Alternate	3	Lane Miles	$24,000.00	$72,000.00
4	Cape Seal - Bid Alternate	315,000	SQFT	$1.08	$340,200.00
5	Thermoplastic Traffic Stripe - Detail 6 - Bid Alternate	5,280	LF	$1.65	$8,712.00
6	Thermoplastic Traffic Stripe - Detail 12 - Bid Alternate	430	LF	$5.50	$2,365.00
7	Thermoplastic Traffic Stripe - Detail 22 - Bid Alternate	2,000	LF	$1.75	$3,500.00
8	Thermoplastic Traffic Stripe - Detail 38 - Bid Alternate	900	LF	$2.25	$2,025.00
9	Thermoplastic Traffic Stripe - Detail 39 - Bid Alternate	14,500	LF	$1.10	$15,950.00
10	Thermoplastic Pavement Markings - Bid Alternate	780	SQFT	$3.30	$2,574.00
TOTAL					**$549,326.00**

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Contractor's License Certification*

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.

Before awarding the contract for this RFB, the City must verify that the Contractor was properly licensed when the Contractor submitted his/her bid for this RFB. 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 this RFB, shall provide in writing to the City his/her Contractor's license number, name on the license, classification, and expiration date of the license.

No bids 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.

CA A license 457414 exp. 5/31/26

Click to Verify *Value will be copied to clipboard*

2. Department of Industrial Relations Contractors Registration*

Pass

Any person or entity submitting a bid for this RFB to engage in the business or act in the capacity of a Contractor shall register as a Contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a Contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this RFB, the City must verify that the Contractor was properly registered when the Contractor submitted his/her bid for this RFB. In order for the City to verify the registration status of a Contractor, the Contractor, at the time he/she submits his/her bid for this RFB, shall provide in writing to the City his/her Contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the Bidder to be registered 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. Any Bidder or Contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the Bidder to obtain proper and adequate registration 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.

1000001305 exp 6/30/25
Click to Verify *Value will be copied to clipboard*

3. Firm Experience and Qualifications*

Pass

Please download the below documents, complete, and upload.

Please provide a listing of similar contracts related to the On-Call Pavement Maintenance Services that are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name for each of the contracts listed.

- Firm_Experience_and_Qualifi...

Firm_Experience_and_Qualifications.pdf

4. Employee/Staff Experience and Qualifications*

Pass

Please download the below documents, complete, and upload.

Bidder shall list the names and experience/qualifications of any employees who would be responsible for undertaking the Items detailed in the Scope of Services of this RFB, should a contract be provided.

- Staff_Experience_and_Qualif...

Staff_Experience_and_Qualifications.pdf

5. Operations Plan Details*

Pass

Please download the below documents, complete, and upload.

Bidder shall detail an inventory of equipment, location of any equipment and materials storage facilities, customer service processes and call center location (if applicable).

- Operations_Plan_Details.docx

Operations_Plan_Details.pdf

6. Subcontractors?*

Pass

Will you be using subcontractors to perform any of the services within the Scope of Services noted in this RFB?

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 Services 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. Subcontractors shall provide all required licensing documentation to the prime Contractor.

Yes

DESIGNATION OF SUBCONTRACTORS*
Pass

Please download the below documents, complete, and upload.

- Subcontractors.docx

Subcontractors.pdf

7. Exceptions to Agreement

Please download the below documents, complete, and upload.

NOTE: This portion of the Bid Submittal is not required. However, exceptions taken without providing the required information as part of your bid will not be considered.

- Exceptions to Agreement.docx

No response submitted

8. Bid Guarantee*

Pass

The City will require all bids to be accompanied by a Bid Guarantee in the form of a certified check, a cashier's check, or a bidder's bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Bid Grand Total.

The bid bonds for the three acceptable lowest bids shall be retained until the City of Rancho Cordova has accepted the successful bid. All other bid bonds shall be returned to the Bidder ten (10) working days after the opening of the bids.

Performance and Payment Bonds will be required for the execution of a contract with the selected Contractor.

Bid_Bond.pdf

9. Non-Collusion Declaration*

Pass

The Bidder declares:

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

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note:The above Noncollusion Affidavit is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the date and time of submittal of this bid.

Confirmed

10. Signature Certification Page*

Pass

Please download the below documents, complete, and upload.

If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

- Signature_Certification_Pag...

Signature_Certificaton_Page.pdf

11. Certificate of Insurance*

Pass

The City will require all bids to be accompanied by a sample Certificate of Insurance meeting the City's requirements as detailed in **Exhibit B** of **Attachment A - Construction Services Agreement**.

E633750.pdf
City_of_Rancho_Cordova_Certificate.pdf

12. Bidder Confirmation*

Pass

By confirming here and submitting a bid, Bidder confirms their authority (and has uploaded necessary documentation proving such) to execute this bid in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said bid. Such

FIRM EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

The Bidder has been engaged in the contracting business, under the present business name for 48 years. Experience in work of a nature similar to that covered in the bid extends over a period of 48 years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows: N/A

Please provide written explanation on a separate sheet(s).

Please provide a listing of similar contracts related to the On-Call Pavement Maintenance Services that are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Annual Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
6	Street Maintenance	$169,850	City of Rancho Cordova	Victor Ramos 916-851-8948

EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
Tim Carver	VP	20	20	CASp
Tom Carver	VP	20	50+	Civil Eng.
Robert Razo	Foreman	18	30+	
David Villapando	PM	4	25+	
Clint Macial	PM	4	15	

Use additional sheets of paper as necessary for additional references or employees.

OPERATIONS PLAN *(Required submittal forms)*
Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract. Provide a separate sheet if necessary.

Quantity	Name, Type, and Capacity	Model Year and Condition	Fuel Type
2	Kenworth T880 Dump Trucks 10YD	2021 / Good	Diesel
4	Ford F550 Crew Trucks	2015 - 2023 Good	Diesel
2	Carlson Pavers, 8TN	2018 - 2019 Good	Diesel
4	Hamm Rollers - 3-6 TN	2014 - 2014 Good	Diesel
4	Case Skid Steers	2018 - 2021 Good	Diesel
1	Skip Loader JD210	2018 Good	Diesel

Customer Service Call Center: Please list the address of the Customer Service center where calls will be received for this contract:

3755 Omec Circle #2
Street address

Rancho Cordova, CA 95742
City, State, Zip Code

Will customer service representatives be available during normal business hours to answer calls? Y / N Yes
(*circle one*)

Customer service call center number 916-635-9898

Emergency Response Plan: Please describe the emergency response plan for this contract. The plan shall include who will be contacted, what number they will be contacted at, and where they will be responding from.

Tim Carver - El Dorado Hills - 916-869-9857

Clint Macial - Rancho Cordova - 870-314-4205

Tom Carver - Rancho Murieta - 916-869-0749

List the 24–hour emergency number 916-869-9857

DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*
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 Services 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. Subcontractors shall provide all required licensing documentation to the prime Contractor.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
American Pavement Systems Modesto	40%	$373,050	Cape Seal & Related Traffic Control
Central Striping Service Rancho Cordova	5%	$42,210	Thermo Stipe & Related Traffic Control

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Sierra Asphalt, Inc.
3755 Omec Circle, #2
Rancho Cordova, CA 95742

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266-7754

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Rancho Cordova
3303 Luyung Dr
Rancho Cordova, CA 95742

BOND AMOUNT: Ten Percent of the Total Amount Bid ($ 10% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
On-Call Pavement Maintenance Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of May 2025

Sierra Asphalt, Inc.
(Principal) *(Seal)*

(Witness)

V.P.
(Title)

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*

(Witness)

(Title) Kathleen Le, Attorney-In-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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 Sacramento)

On May 5, 2025 before me, S. Smith, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le,
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. SMITH
COMM. # 2442257
NOTARY PUBLIC CALIFORNIA
COUNTY OF SACRAMENTO
Comm. Expires APR. 22, 2027

ARS3 ARS3

Signature _____ (Seal)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bill Rapp; Brad Espinosa; Breanna Boatright; Cassandra Medina; Deanna Quintero; Elizabeth Collodi; Jason March; Jennifer Lakmann; John Hopkins; John Weber; Kathleen Le; Matthew Foster; Mindy Whitehouse; Pam Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sharon Smith; Steven Lee Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of May , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

SIGNATURE CERTIFICATION PAGE (*Required with submittal)*
If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: 5/6/2025

Sierra Asphalt Inc.
Legal Company or Corporation Name

C Corporation
Business Type (Corporation, Partnership, etc.)

Tom Carver	Tim Carver
Print Name	Print Name
Signature	Signature
President	Secretary / VP
Title	Title
Laura Carver	
Print Name	Print Name
Laura Carver	
Signature	Signature
Treasurer	
Title	Title
Print Name	Print Name
Signature	Signature
Title	Title



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com
Phone: 1-888-333-4949
Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)

ITEM 9.12.

CERTIFICATE OF LIABILITY INSURANCE

Contract No. 2025-85

DATE (MM/DD/YYYY): 08/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED SIERRA ASPHALT, INC. 3755 OMEC CIR STE 2 RANCHO CORDOVA, CA 95742-7321	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 193** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	1847369	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	1847369	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	1848215	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BID

CERTIFICATE HOLDER	CANCELLATION
CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DR RANCHO CORDOVA, CA 95670-6291 193 0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nicholas R. Tower

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leaders Choice Insurance Services Inc. 700 E Street Sacramento CA 95814 License#: 0G80276	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 866-211-2123 **FAX (A/C, No):** 866-913-7036 **E-MAIL ADDRESS:** info@leaderschoiceins.com
INSURED Sierra Asphalt, Inc. 3755 Omec Circle #2 Rancho Cordova CA 95742 SIERASP-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Rochdale Insurance Company — 12491 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 575302531 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		JWC07 001402-01	5/1/2025	5/1/2026	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Various Locations
A waiver of subrogation applies on the Workers Comp per the attached form.

CERTIFICATE HOLDER

City of Rancho Cordova
3303 Luyung Dr
Rancho Cordova CA 95742

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

Any Person or Organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/1/2025 12:01 AM** Policy No. **JWC07 001402-01** Endorsement No. **0**

Insured **Sierra Asphalt, Inc** Premium **$49,739**

Insurance Company **Rochdale Insurance Company** Countersigned by _____

Section 5 - Special Provisions

5.1. PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

5.2. PRESERVATION OF PROPERTY

Attention is directed to Section 13-1.01, "Preservation of Property" of the Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, or their designee, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

5.3. TRAFFIC MAINTENANCE

Attention is directed to Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control," of the Standard Specifications, the Uniform Manual of Traffic Control Devices (latest edition of the California Supplement), and these Special Provisions.

Typically, a minimum of one (1) traffic lane, (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved Traffic Control Plan (TCP). All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 P.M. and 8:30 A.M. except work required under Section 7-1.03, "Public Convenience", and Section 7-1.04, "Public Safety", of the Standard Specifications or by special approval of the Contract Manager, or their designee.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays and when maintenance operations are not actively in progress.

Prior to performing any work, under this contract the Contractor shall prepare and submit a TCP to the Contract Manager, or their designee, for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCPs covering the most common maintenance situations anticipated, prior to the start of the contract period. All night work (if any) requires a MANDATORY TCP, for each occurrence.

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the Contract Manager, or their designee, four (4) working days in advance of performing said operation. The Contractor must receive written approval from the Contract Manager, or their designee, prior to implementing any traffic controls and notify Police, and Fire at least

twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the Contract Manager, or their designee, is based upon general conformance with Federal, State and local regulations and standards and does not relieve the Contractor of responsibility for the safety of its workers and the public.

The Contractor is responsible for any temporary traffic control required for the installation, restoration, removal and replacement of pavement striping and markings.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, from any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

5.4. REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable Federal, State, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

5.5. PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in pavement maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

5.6. SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager, or their designee, prior to the commencement of this contract and further advise of any changes.

5.7. DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, or their designee, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

5.8. PAYMENT

Attention is directed to Section 8, "Measurement and Payment", of the Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

The Contractor's routine maintenance invoice shall include;

Invoice Number
Invoice Date
City's Contract Number
Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, the quantity of the work performed, unit cost, and total cost for the work performed.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: Victor Ramos

5.9. WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager, or their designee, as not meeting the requirements of the specifications, the City shall withhold ten percent (10%) of payments due for work not completed, or until work is completed as per contract specifications.

5.10. FAILURE TO PERFORM

If the Contractor, or his representatives, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager, or their designee, will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the Contractor specifying that such deficiencies must be corrected. Failure by the Contractor to correct such deficiencies within the 60-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the Contractor's inability to meet specification shall be recovered by withholding payments.

5.11. INSPECTION

The Contractor must notify the Contract Manager, or their designee, anytime the Contractor, or his representatives are in the City contributing to the execution of this contract.

The Contractor may receive an inspection report from the Contract Manager, or their designee. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager, or their designee, may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff may occur the following day the Contractor has serviced the areas.

The lack of inspections by City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his duties to provide services as required by these specifications.

5.12. COMPLIANCE WITH STANDARD TERMS & CONDITIONS

The Contractor agrees to be bound by the City's standard contract conditions, a sample of which is attached to this RFB (**Attachment A** - **Sample Construction Services Agreement**), and all other terms and conditions in this RFB.

5.13. LIQUIDATED DAMAGES

As set forth in Section 8-10 "Liquidated Damages for Delay" of the Standard Construction Specifications, the liquidated damages for this contract shall be the sum of three thousand five hundred dollars ($3,500) per working day.

5.14. INSURANCE REQUIREMENTS

The Contractor, upon being notified of being awarded the contract, shall comply with all insurance requirements as shown in **Exhibit B** of **Attachment A - Sample Construction Services Agreement**. Insurance documents shall be submitted via email to Victor Ramos at vramos@cityofranchocordova.org. No goods or services shall be rendered by the contractor until a valid Certificate of Insurance is on file with the City.

5.15. INDEMNITY

The Contractor indemnifies the City as stated in **Section 9** of the **Attachment A - Sample Construction Services Agreement**.

5.16. CODES AND LEGAL REQUIREMENTS

(A) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.

(B) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.

(C) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

5.17. TERMINATION

Any contract resulting from this RFB may be canceled by either party upon (30) calendar days advance notice in writing.

5.18. SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 12-1.09B, "Noise" of the Standard Construction Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work involved and no additional compensation shall be allowed, therefore.

5.19. COOPERATION

Attention is directed to Section 5-5, “Cooperation with Other Entities,” of the Standard Construction Specifications. The Contractor shall notify United Service Alert (USA) prior to commencing any excavation: **Underground Service Alert (USA) – 811**.

5.20. PUBLIC CONVENIENCE

Attention is directed to Section 7-1.03, "Public Convenience," of the Standard Specifications. The Contractor shall limit his operations to weekdays between the hours of 7:00 A.M. to 6:00 P.M. unless otherwise approved by the Contract Manager, or their designee.

No work will commence before 8:30 A.M. on the City main arterial and collector street without prior written approval by the Contract Manager, or their designee.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager, or their designee. Prior to closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties and property owners’ specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

5.21. OBSTRUCTIONS

The Contractor shall exercise due caution in performing work so as not to damage the utilities. The work specified shall be conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate their work with the utility companies where utilities are to be relocated or set to grade.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required by the Contractor following the provisions in Section 12, “Safety, Public Convenience, and Traffic Control,” of the Standard Construction Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

5.22. WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 13, “Water Pollution Control”, of the Standard Specifications, and these Special Provisions.

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall be prepared in accordance with Caltrans Storm Water Quality Handbook, SWPPP and WPCP Preparation Manual, current addition.

Implementation, inspection, maintenance, and modification of the WPCP shall be in accordance with the Caltrans Storm Water Quality Handbook, Construction Site Best Management Practice Field Manual and Trouble Shooting Guide, current addition.

The Contractor shall become fully informed of and comply with the applicable provisions of the Caltrans Storm Water Quality Handbook, and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

5.23. QUANTITIES

The quantities shown in the Base Bid Schedule are given to provide Bidders with an indication of potential order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the Contract Manager, or their designee.

5.24. DUST CONTROL

Attention is directed to Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall always provide dust control including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager, or their designee may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard.

Full compensation for conforming to the requirements of this section shall be considered as included in

the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

5.25. MOBILIZATION

Mobilization shall be in accordance with Section 8-1.03, "Payment for Mobilization", of the Standard Construction Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

5.26. WORK ORDER

Requests for maintenance are made via a Work Order (WO). WOs are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Contractor may be directly by phone, this will always be followed up with a written WO. Delivery of the written WO's shall be via e-mail and will be made directly to Contractor or designated Supervisor. Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the contractor by phone. A written WO will be generated on the next regular business day and sent via email.

5.27. PREVAILING WAGE

See **Section 5** of **Attachment A - Sample Construction Services Agreement**.

5.28. CONDUCT

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable Federal, State, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

5.29. GUARANTEE

Excepting only items of routine maintenance, ordinary wear and unusual abuse or neglect, Contractor shall guarantee all work executed by Contractor and Subcontractors, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Contract, to be free of all defects of workmanship and materials for a period of one year after acceptance of work under each Work Order issued as a part of the Contract by the City. The Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge of any nature whatsoever to the City.

In the event that the Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) working days after being notified of the defect in writing, City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair.

Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the

health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of City.

5.30. EMERGENCY WORK

Definition: Emergency Work includes unforeseen/unscheduled maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in **two (2) hour or less from the time of notification**. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day, seven days a week, including Holidays.

Tasks: Generally, Emergency Work procedures shall include, but is not limited to, the following steps:

- Receipt and confirmation of the requested task;
- Initial response to maintenance site and evaluation of problem & site conditions;
- Implementation of appropriate traffic controls;
- Perform the requested task;
- Field check for proper operation and restore site to a safe condition;

Response: Emergency response may be initiated by the City or the Contractor (if emergency condition observed in the field and upon notification provided to the City). The Contractor shall provide emergency response 24 hours per day, seven days per week, including holidays. The response time sequence is as follows:

- The Contractor must have a supervisor available at all times.
- The Contractor shall make the site safe immediately or as soon as possible.
- The Contractor shall immediately advise the City of any emergency situation by phone and follow up with a written report (email) by end of next business day.
- Corrective action shall be taken immediately.

The Contractor shall have the capability to provide all necessary materials, equipment, and labor in time frames referenced above.

5.31. CLASS 2 AGGREGATE BASE (AB)

Aggregate base shall be Class 2 and shall conform to Section 22-2, “Aggregate Base”, of the Standard Construction Specifications, Section 26, “Aggregate Bases”, of the Standard Specifications.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4”) maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material.

The Contractor shall insure the subbase is compacted to the requirements set forth in Section 25, “Aggregate Subbases”, of the Standard Specifications before placing aggregate base.

The aggregate base and aggregate subbase shall be placed in layers not to exceed 5" thick and shall have a relative compaction of 95% Class 2 aggregate. Aggregate base that is used to provide temporary access to work areas, driveways, and all other work that is necessary shall be paid for by the Contractor.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

5.32. ASPHALT CONCRETE (AC), TYPE A

The work in this Section shall include all labor, materials, and equipment required to complete all asphalt paving work, including, but not necessarily limited to, asphalt pavements and bases, asphalt overlays, and asphalt as specified herein or otherwise necessary so that other materials or work may be installed and/or performed and that the whole work is completed in accordance with the contract documents.

Tack coat of Type SS-1 asphaltic emulsion shall conform to Section 39, “Asphalt Concrete”, and 94, “Asphaltic Emulsions”, of the Standard Specifications and shall be included in the unit bid price for asphalt concrete. All asphalt concrete on this project shall be as follows and as specified in Section 39 “Asphalt Concrete”, of the Standard Specifications and these Specifications.
All asphalt shall be viscosity grade AR-8000 and shall conform to the requirements of Section 92, “Asphalt Binders”, of the Standard Specifications. Supplying, mixing, proportioning and storing Asphalt Concrete, Type A shall conform to the requirements as specified in Section 39, “Asphalt Concrete” of the Standard Specifications.

Hauling of asphalt concrete to the job site shall be in accordance with Section 23-6.02.C, “Hauling Equipment”, of the Standard Construction Specifications and these Specifications. Placement of asphalt concrete shall be in accordance with Section 23-6.05, “Placement”, of the Standard Construction Specifications and these Specifications. Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39, “Asphalt Concrete”, of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. Placing of the asphaltic concrete adjacent to the lips of gutters shall be such that a rise above said lips of 1/4 inch shall remain after compaction.

Acceptance testing shall be in accordance with Section 23-9, “Acceptance” of the Standard Construction Specification.

The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 10 feet long is laid on the finished surface and parallel with the center line of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued and other acceptable equipment shall be furnished by the Contractor. A drop-off of more than 0.15-feet will not be allowed at any time between adjacent lanes open to public traffic. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume. Half-width surfacing operations shall be conducted in such manner that, at the end of each day’s work, the distance between the ends of adjacent surfaced lanes shall not be

greater than can be completed in the following day of normal surfacing operations. Shoulders adjacent to a lane being paved shall be surfaced prior to opening the lane to traffic. Finishing roadway shall conform to Section 22, "Finishing Roadway" of the Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Contract Manager, or their designee.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material. Asphalt Concrete, Type A is specified as included in other items of work listed in the RFB and no additional compensation shall be allowed, therefore.

5.33. BASE REPAIR

Base Repair provides for the full removal and replacement of minor areas of failed pavement. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, "Seal Coats", 39, "Asphalt Concrete", and 94, "Asphaltic Emulsions" of the Standard Specifications. Aggregate Base –Class II and Asphalt Concrete, ¾" Type A shall comply with these Special Provisions.

Base Repair shall consist of saw cutting, excavation and removal of existing failed roadway pavement and basement material and proper disposal of all unsuitable materials. The structural section for Base Repair shall be the following unless directed otherwise by the Contract Manager.

- Residential Base Repair shall be 3" AC over 6" AB
- Collector Base Repair shall be 4" AC over 14" AB
- Arterial Base Repair shall be 5.5" AC over 20.5" AB

The areas of Base Repair shall have a minimum width of six (6) feet, a minimum length of ten (10) feet, although most areas may be significantly larger in both dimensions. The area of removal of failed pavement and basement materials shall be as determined by the Contract Manager in the field. Any pavement removal required near the lip of gutter, the existing edge of pavement, or another area of pavement removal shall be extended such that no existing pavement shall remain with a width of less than twenty-four (24) inches.

A tack coat of asphalt emulsion shall be applied to all concrete and asphalt concrete edges in preparation for installing deep lift asphalt concrete. Each layer of asphalt concrete shall not exceed 0.40 foot in compacted thickness. No layer shall be placed over a layer which exceeds 0.25 foot in compacted thickness until the temperature at mid-depth, of the layer which exceeds 0.25 foot in compacted thickness, is no more than 160oF. The maximum thickness of the surface layer of deep lift asphalt concrete, that layer directly below leveling course or overlay, shall be 0.25 foot. Areas of Base Repair shall be brought up to the existing surface grade.

Payment for Base Repair shall be made per square foot of area repaired, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include all traffic control, saw cutting, excavation, removal and disposal of un-suitable material, furnishing and placement of Class

II Aggregate Base, tack coat and ¾" Type A Asphalt Concrete and labor and materials involved and no additional compensation shall be allowed, therefore.

5.34. CRACK SEALING

Crack Sealing provides for the application of an asphalt-based or other approved crack seal product to the cracks in AC pavements to minimize water infiltration through the road surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

The Contractor shall submit, to the Contract Manager, product performance specifications for the crack filling material proposed to be used. No application shall be performed until the material has been approved by the Contract Manager.

The Contractor shall implement the appropriate traffic control. Crack preparation, material application and curing shall be in accordance with the manufacturer's recommendations and to the satisfaction of the Contract Manager.

Payment for Crack Sealing shall be made per lineal foot of application, as measured in the field. Payment shall be at the contract unit price bid per lineal foot and shall include traffic control, surface preparation, application curing time and all labor and materials involved and no additional compensation shall be allowed , therefore.

5.35. GRIND AND REPLACE AC REPAIR

Grind and replace AC Repair provides for the full removal and replacement of minor areas of failed asphalt concrete to a depth of 2", 3", 4" or 6" as determined by the Contract Manager. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, "Seal Coats", 39, "Asphalt Concrete", and 94, "Asphaltic Emulsions" of the Standard Specifications. Aggregate Base –Class II and Asphalt Concrete, ¾" Type A shall comply with these Special Provisions.

Grind and Replace AC Repair shall consist of saw cutting, excavation and removal of existing failed roadway pavement and basement material and proper disposal of all unsuitable materials. The areas of Grind and Replace AC Repair shall have a minimum width of six (6) feet, a minimum length of ten (10) feet, although most areas may be significantly larger in both dimensions. The area of removal of failed pavement and basement materials shall be as determined by the Contract Manager in the field. Any pavement removal required near the lip of gutter, the existing edge of pavement, or another area of pavement removal shall be extended such that no existing pavement shall remain with a width of less than twenty-four (24) inches. Replacement shall be made by means of deep lift asphalt concrete of the specified depth.

A tack coat of asphalt emulsion shall be applied to all concrete and asphalt concrete edges in preparation for installing deep lift asphalt concrete. Each layer of asphalt concrete shall not exceed 0.40 foot in compacted thickness. No layer shall be placed over a layer which exceeds 0.25 foot in compacted thickness until the temperature at mid-depth, of the layer which exceeds 0.25 foot in compacted thickness, is no more than 160oF. The maximum thickness of the surface layer of deep lift asphalt concrete, that layer directly below leveling course or overlay, shall be 0.25 foot. Areas of Grind and Replace AC Repair shall be

brought up to the existing surface grade.

Payment for Grind and Replace AC Repair shall be made per square foot of area repaired, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include all traffic control, saw cutting, excavation, removal and disposal of un-suitable material, furnishing and placement of tack coat and ¾" Type A Asphalt Concrete and labor and materials involved and no additional compensation shall be allowed, therefore.

5.36. LEVELING COURSE

This work includes placing of AC overlay balance, filling low areas and covering heavy alligator cracking over designated areas. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, "Seal Coats", 39, "Asphalt Concrete", and 94, "Asphaltic Emulsions" of the Standard Specifications. Aggregate Base –Class II and Asphalt Concrete, ¾" Type A shall comply with these Special Provisions.

Overlay balance, mechanical, shall mean filling low areas or covering alligator cracks with AC to match existing pavement contours. A maximum of one (1) inch depth leveling course will be laid with tapering to conform to existing roadways. Depth and amount of area to receive leveling course may change as directed by the Contract Manager.

Pavement delineation removal shall be coordinated with temporary delineation so that lane lines are provided at all times on traveled ways open to public traffic. Temporary reflective pavement markers shall be placed at intervals of not more than 25 feet. Temporary reflective raised pavement markers shall be the same color as the existing lane line or centerline.

Leveling Course will be measured by the ton of AC actually placed. Weight certificates shall be furnished by the Contractor to the Contract Manager at the job site upon delivery of the material. The contract unit price per ton for Leveling Course shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in applying the tack coat and constructing leveling course complete in place as specified in these specification.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

5.37. POTHOLE PATCHING

Pothole patching provides for the application of an asphalt-based patching compound to fill potholes and provide a smooth running surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

The Contractor shall submit, to the Contract Manager, product performance specifications for the pothole

patching materials proposed to be used. No application shall be performed until the material has been approved by the Contract Manager.

The Contractor shall implement the appropriate traffic control. Pothole preparation, material application and curing shall be in accordance with the manufacturer's recommendations and to the satisfaction of the Contract Manager.

Payment for Pothole Patching shall be made per square foot of application, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include traffic control, surface preparation, application curing time and all labor and materials involved and no additional compensation shall be allowed , therefore.

5.38. PAVEMENT SURFACE PREPARATION - BID ALTERNATE

The Contractor shall be responsible for removing all vegetation from the edge of pavement, and cracks sweeping and washing the pavement in advance of slurry seal coat operations. Pressure washing shall be used for the complete removal of dust that may cause seal coat slippage. The Contractor shall remove and dispose of all pavement markers and traffic markings prior to the slurry seal coat as required by the Contract Manager.

All thermoplastic limit lines, crosswalks and legends applied to the road surface shall be scarified prior to placing the pavement repairs or slurry seal coats. Scarification shall be performed by grinding such that approximately 20% of the underlying pavement is exposed. All material resulting from the grinding operation shall be removed immediately from the right-of-way and shall be transported and properly disposed of off-site. Striping removal shall occur no sooner than one calendar day prior to slurry seal coat operations. If the striping removal is performed on a day other than the day of pavement repair or seal coat operations, the Contractor shall supply and install temporary pavement markings **at no additional cost** as detailed in these Special Provisions. The Contractor shall be responsible for the removal of the temporary pavement markings prior to placement of the slurry seal coat.

Pavement surface preparation shall include elastomeric applied sealing of pavement cracks. The Contract Manager shall direct the Contractor to seal asphalt surface cracks prior to the placement of the slurry seal.

Crack sealing material shall conform to the requirements for polymer-modified sealants as specified in ASTM D36, D5329, D3111, and D70 Specifications. Prior to the application of the crack sealant material the Contractor shall submit the manufacturer's printed Product Data Sheets to the Contract Manager to verify conformance with these ASTM Specifications.

Asphalt sealants shall be applied to clean, dry, properly prepared pavement cracks. If crack width is less than ¼ inch, they must be routed before sealant is applied. When ambient temperatures are below 40 degrees F. the Contractor shall use a hot compressed air lance to achieve clean, dry conditions for sealant installation.

Melt sealant in a kettle or melter constructed as an oil jacketed or "double" boiler. Sealant shall be applied at temperatures between 350 degrees and 400 degrees F. The kettle shall have temperature-monitoring capabilities to confirm conformance with this requirement.

Prior to sealant application remove vegetation and all incompressible materials from cracks by means of a hot compressed air lance. Cracks less than one quarter (1/4) inch in width must be routed to a minimum one half (1/2) inch by one half (1/2) inch in shape. Cracks shall be prepared using approved backing

material after cleaning, if necessary, to maintain 1 to 1 depth to width profile as specified by the Contract Manager.

Install heated sealant directly into cracks not to exceed a one (1) inch wide band. Control thickness to one-eight (1/8) inch concave surface appearance.

All manholes, utility vaults, valve boxes and survey monument covers encountered in pavement areas to be repaired or sealed shall be carefully referenced out prior to pavement work by the Contractor. All exposed survey monuments shall be referenced out prior to the pavement work, covered by an appropriate method approved by the Contract Manager and uncovered after the slurry seal coat is completed without disturbing or damaging the survey monument.

The contract price paid for pavement surface preparation work shall be included in the slurry seal contract item, along the edge of each paved lane parallel to the pavement's centerline and adjacent shoulder; and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work included in the preparation of pavement surface to receive slurry seal coat including the furnishing and placement of crack sealing material, the removal of thermoplastic limit lines, crosswalks and legends and the referencing out of all manhole, utility vaults, valve boxes and survey monuments, as specified in the Standard Construction Specifications, Special Provisions, and as directed by the Contract Manager, their designee and no additional compensation shall be allowed therefore.

5.39. CAPE SEAL - BID ALTERNATE

Cape Seal shall conform to Section 37 "Seal Coats" of the Standard Specifications and these Special Provisions. Cape seal shall include placing a chip seal followed by a slurry seal (Type II).

Cape Seal shall be paid for on a per SQUARE FOOT basis. Measurement will be based on the actual square feet of Cape Seal performed as determined by measurement of the area measured parallel to the ground surface, not including additional quantity used for overlaps. The contract unit price paid for shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the cape seal of asphalt concrete pavement including, but not limited to, surface preparation, crack cleaning and filling, furnishing emulsion, aggregate, additives and water, mix design, sampling and testing, chip seal, slurry seal, as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Contract Manager, or their designee and no additional compensation shall be allowed, therefore.

5.40. SLURRY SEAL - BID ALTERNATE

Slurry Seals Type II shall conform to Section 37 "Seal Coats" of the Standard Specifications, current International Slurry Seal Association guidelines, and these Special Provisions. If the information contained in these documents differs from each other, the following hierarchy shall be followed:

1. Special Provisions
2. 2023 Standard Specifications
3. International Slurry Seal Association Guidelines

Materials

The materials used in slurry seal Type II shall conform to Section 37 "Seal Coats" of the Standard Specifications unless otherwise noted in these Special Provisions.

At least ten working days prior to starting work on placing the slurry seal, the Contractor shall submit a mix design for slurry seal Type II. The design shall be prepared in accordance with the International Slurry Seal Association Design Technical Bulletin No. 111. A change in either the aggregate or emulsion during the course of work will require the preparation of a new mix design.

Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color, as supplied by George Reed, Table Mountain, Sonora, CA or approved equal.

Submittals
The contractor shall provide material tags for tonnage of the aggregate and emulsion used to show that the application rate of aggregate and emulsion was within the range required by the Special Provisions. If the application rate of aggregate and/or emulsion falls outside the minimum amount required, the Contractor shall reapply the slurry seal on those streets that are determined to have not met the contract requirements.

Construction
The Contractor shall plan for proper quantities for daily placement of slurry seals so that it can be fully cured prior to removal of all traffic control. All work, including traffic control, must be removed and open to traffic by the 3:30pm deadline for lane closures. Failure to comply will result in liquidated damages of $3,500 per day.

Any damage to the slurry seal caused by traffic, except for emergency vehicles, shall be corrected at the expense of the Contractor.

Traffic control shall consist of full lane closure in segments no longer than 1,500 feet. Approval from the City will be required no less than five working days in advance of closing more than one intersection in close proximity at a time.

Slurry seal shall not be placed when the atmospheric temperature is below 65 degrees Fahrenheit or during unsuitable weather, unless approved otherwise Contract Manager, or their designee. All surface oil and grease shall be removed, or sealed with emulsified gilsonite or an approved equivalent, prior to application of the slurry seal.

Equipment
The mixing and spreading equipment must have a single or duel auger box to prevent segregation. The auger box shall be cleaned daily.

The burlap and rubbers shall be kept clean and free of debris. The Contractor shall replace the burlap and rubbers daily. The Contractor shall be responsible for cleaning the spreader box and all other necessary equipment at the start of each day and after periods of inactivity where material may have set on the equipment.

Application
Slurry seal shall be applied to the pavement edge. Slurry seal application shall be at the rates specified in the Standard Specifications and as approved by the Contract Manager, or their designee.

After the emulsion has broken, the slurry seal shall be rolled with a 6 to 8-ton pneumatic tire roller with a minimum tire pressure of 40 psi. The roller shall be on site prior to the start of slurry placement. Areas which require rolling shall receive a minimum of two (2) full coverage passes. The pneumatic tire roller

shall be inspected to make sure its tires are clean and free from objectionable material prior to beginning operations.

Adequate means shall be provided to protect the slurry from damage by traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to, be picked up by, or be damaged by the tires of the vehicles. In the event the slurry seal does not set in 8 hours, the Contractor will not be allowed to place additional material the following day without approval of the Contract Manager, or their designee. If a vehicle drives on the slurry seal prior to it being opened to traffic, the Contractor shall repair the slurry seal at no expense to the City.

Areas that are covered by shade or intersections that require to be opened sooner shall receive slurry sand at the request of the City.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted.

The mixture shall be uniform and homogeneous after spreading on the road and shall not show separation of the emulsion and aggregate after settling.

Street Sweeping
After completing, setting, and rolling of the slurry seal, any loose material shall be immediately removed by sweeping with a vacuum sweeper the day of application. Interim sweeping using a vacuum sweeper shall be accomplished as more loose material appears. At a minimum, interim sweeping shall be accomplished on the 2nd, 3rd, 5th, 7th, 10th,14th, and 21st day after surfacing. A final post construction sweeping of the slurry seal shall be performed 30 days after completion of the slurry seal. The entire street surface, including bike lanes, shall be swept to the satisfaction of the City. If necessary, the Contractor will employ additional vacuum sweepers to remove the loose materials.

Final cleaning of the streets shall include removal of any tracked material, misapplied slurry seal, cleaning of all utility covers of any new or old materials, and removal of any miscellaneous debris resulting from construction activities.

City's Acceptance
Sampling for testing will be taken of the slurry seal in place, at the contractor's expense, to determine the amount of material used. Compliance with the mix design will be verified using the City's testing laboratory of choice, at the Contractor's expense. The Contract Manager, or their designee may sample material from stockpiles, trucks, application equipment, or during application.

Areas that are damaged or overly segregated, in the opinion of the Contract Manager, or their designee, shall be repaired by the Contractor at no expense to the City.

The Contractor is required to sweep the road surface immediately prior to applying thermoplastic traffic stripes.

5.41. THERMOPLASTIC TRAFFIC STRIPES - BID ALTERNATE

All traffic striping shall be thermoplastic and shall be installed by the Contractor. The work shall conform to Section 48 "Traffic Stripes and Pavement Markings" of the Standard Construction Specifications and these Special Provisions.

New traffic striping shall be installed on each segment of the roadway within seven days from roadway improvements. If application of lane line striping is not completed on the same day as the application of roadway improvements the Contractor shall supply and install temporary pavement markings. Any failure to install new striping prior to opening the various portions of the roadway to traffic shall necessitate the installation of temporary pavement markings.

Pavement markers shall conform to Section 82 “Signs and Markers” of the latest Standard Specifications, unless otherwise noted, and these Special Provisions. Except as otherwise provided in Section 82-5 “Markers” of the Standard Specifications, pavement markers shall be cemented to the pavement with hot melt bituminous adhesive or Rapid Set type epoxy adhesive.

Temporary striping or pavement markings shall conform to the provisions of Section 23-8.02 "Pre-Overlay Preparation" of the Standard Construction Specifications (2016) and as specified in these Special Provisions. Portions of roadway to have new traffic markings or striping applied shall be marked with temporary pavement markings for any period of time when said portions of the roadway are open to traffic prior to the application of final striping or marking. Removal of temporary pavement markings, as described above, immediately prior to application of slurry seal or new striping, as appropriate, shall be the responsibility of the Contractor.

The thermoplastic traffic stripes for the cape seal limits on Sunrise Boulevard from Kiefer Boulevard to Jackson Road are included in the thermoplastic traffic stripes bid alternate quantities.

Thermoplastic traffic stripes shall be measured by the LINEAR FOOT, and per the details referenced in Standard Plans A20A through A20D of the 2023 Standard Plans, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes.

- **Detail 6** consists of a 6-inch wide yellow stripe of 12-foot segments spaced at 18-feet and one Type D two-way yellow retroreflective pavement marker placed every 48-feet, will be measured per lineal foot and each lineal foot without deductions for gaps in broken traffic stripes. Pavement markers shall be included as part of the linear foot.

- **Detail 12** consists of a 6-inch wide white stripe of 12-foot segments spaced at 18-feet and one Type G one-way retroreflective pavement marker placed every 48-feet, will be measured per lineal foot and each lineal foot without deductions for gaps in broken traffic stripes. Pavement markers shall be included as part of the linear foot.

- **Detail 22** consists of two 6-inch-wide continuous yellow stripes and one Type D two-way yellow retroreflective pavement marker placed every 24-feet, will be measured per lineal foot and each lineal foot shall include retroreflective pavement markers.

- **Detail 38** consists of an 8-inch-wide white stripe and one Type G one-way retroreflective pavement marker placed every 24-feet, will be measured per lineal foot and each lineal foot shall include retroreflective pavement markers.

- **Detail 39** consists of a 6-inch-wide continuous white stripe, will be measured per lineal foot.

The contract price paid per LINEAR FOOT for the various sizes of thermoplastic traffic stripe shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in, installing and removing temporary striping, and placing final traffic stripes and non-

reflective and retroreflective pavement markers and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all as specified in the Standard Specifications and as directed by the Contract Manager, or their designee and no additional compensation shall be allowed, therefore.

5.42. THERMOPLASTIC PAVEMENT MARKINGS - BID ALTERNATE

All new pavement markings (legends) shall be thermoplastic and shall be installed by the Contractor. The work shall conform to Section 48 “Traffic Stripes and Pavement Markings” of the Standard Construction Specifications and these Special Provisions.

Crosswalks consisting of 12-inch wide stripes are considered pavement markings.

Thermoplastic pavement markings, including numbers, symbols, and crosswalks with reflective markers shall be installed within two working days of slurry seal application.

The supply, installation and removal of temporary pavement markings within the limits of pavement resurfacing shall be considered incidental and included in the unit cost paid for the various items of work and no additional compensation shall be allowed, therefore.

The price paid per SQUARE FOOT for Thermoplastic Pavement Markings shall include full compensation for placing thermoplastic pavement markings, furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved, as specified in the Standard Specifications and as directed by the Contract Manager, or their designee and no additional compensation shall be allowed, therefore.

MEMORANDUM

ITEM 9.13.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Russell Ducharme, Neighborhood Services Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-82 WITH CITY NET IN AN AMOUNT NOT TO EXCEED $1,170,000 FOR FIELD OUTREACH HOUSING NAVIGATION AND TRANSITIONAL HOUSING SERVICES FROM JULY 1, 2025, THROUGH JUNE 30, 2027**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2025-82 with City Net for Field Outreach Housing Navigation and Transitional Housing Services.

BACKGROUND

In 2018, city leadership recognized the need to take a more comprehensive approach to homelessness and created the Homeless Outreach Team (HOT). At the time of inception, HOT consisted of:

- Two Rancho Cordova Police Department Officers
- Two Public Works contract staff
- One Code Enforcement Officer
- One Homeless Outreach Navigator

The team works closely with internal and external partners, which include: Public Works, Housing, Economic Development, City Attorney, Sacramento County District Attorney, Caltrans, Cordova Recreation and Parks District, California Highway Patrol, School Districts, Park Rangers, Sacramento County Department of Human Assistance, Homeless Assistance Response Team, Folsom Cordova Community Partnership, and the Rancho Cordova Food Locker.

In 2022, City Council agreed to provide HOT with $600,000.00 of additional funding and expand the breath and reach of services provided by the team and approved an expanded approach which included:

- Homeless Outreach Team Coordinator
- Additional contract staff for cart and debris removal

- Assistant Homeless Outreach Navigator
- Increase surveillance/cameras near encampment areas
- CPTED technical assistance for the business community
- Hotel vouchers and food assistance
- Transitional house management and wrap-around services

In 2018, the city originally contracted with Sacramento Steps Forward for Homeless Outreach and Navigation Services to support our Homeless Outreach Team. In 2019, the city transitioned to Sacramento Self-Help Housing to provide the same service as Sacramento Steps Forward moved away from providing outreach services as part of their business model. Sacramento Self-Help Housing took over providing outreach services in late 2019 and in 2022, expanded their service plan to add an assistant outreach navigator to help facilitate and manage the hotel voucher and food assistance program. Also in 2022, the city entered into a separate contract with Sacramento Self-Help Housing to manage and provide wrap-around services for a transitional house located here in the city.

In March of 2023, the city was notified by Sacramento Self-Help Housing that they would be closing their doors on June 30, 2023. On June 1, 2023, the city was formally notified that Sacramento Self-Help Housing filed for Chapter 7 Bankruptcy on May 24, 2023.

In April of 2023, the city reached out to organizations that provide outreach and transitional housing services to fill the service vacancy left by Sacramento Self-Help Housing. Those agencies included: Turning Point Communities, HOPE Industries, City Net, Sacramento Covered, and the County of Sacramento. Several of these agencies responded, but only two provided proposals for services. Turning Point's proposal only included outreach services as housing and shelter was not in their business model. City Net provided a proposal for both outreach and transitional housing services.

City Net is based out of Long Beach, CA and recently expanded to Sacramento in 2023, opening an office on Watt Avenue. City Net provides a broad range of services, for both public and private agencies and includes street outreach and engagement, case management, housing navigation and stabilization, emergency shelter operation, rapid re-housing/tenant-based rental assistance, housing retention and support services, multidisciplinary response teams, emergency dispatch service, point-in-time counts, city-specific censuses, and homeless services consulting. City Net currently provides one or more of these services to the following cities: Norco, San Jacinto, Hemet, Baldwin Park, Chula Vista, and most recently, the County of Sacramento. City Net absorbed Sacramento County's scattered site shelter program, formally managed by Sacramento Self-Help Housing, and includes over 200 homes.

In February 2025, the city agreed to expand the Homeless Outreach Team services to seven days per week. Through this contract, City Net will provide seven days per week services to the city, including outreach and navigation services as well as transitional house management and wrap-around services. The duration of this contract is two years.

FISCAL IMPACT AND FUNDING SOURCE

This contract will be funded through Tax Measure R dollars.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-82

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. 2025-82 WITH CITY NET FOR AN AMOUNT NOT TO EXCEED $1,170,000 FOR FIELD OUTREACH HOUSING NAVIGATION AND TRANSITIONAL HOUSING SERVICES FROM JULY 1, 2025, THROUGH JUNE 30, 2027

WHEREAS, since 2018, the City of Rancho Cordova has had a homeless outreach team and has provided outreach and housing navigation services provided by a third party contracted homeless outreach navigator; and

WHEREAS, since 2022, the City of Rancho Cordova has provided transitional house management and wrap around services through a third-party contractor; and

WHEREAS, the city and City Net entered into an agreement from July 1, 2024, through June 30, 2025, for homeless outreach and navigation services and transitional house management and wrap around services; and

WHERAS, the city and City Net have negotiated a two-year contract to provide the city with outreach navigation services, transitional house management, and wrap-around services. These services will be provided seven days per week and the cost of the agreement shall not exceed $1,170,000 over the two-year term of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager, or his designee, to execute Contract No. 2025-82 with City Net in an amount not to exceed $1,170,000 for a term of two years from July 1, 2025, through June 30, 2027, for homeless outreach and navigation services and transitional house management and wrap around services in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 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
CITY NET**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Kingdom Causes, Inc. dba City Net, a ("Professional") as of July 1, 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 June 30, 2027, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed $1,170,000 (One Million, One Hundred Seventy Thousand dollars), 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 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever 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 only set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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

subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

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

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

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

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

5.3 Design Professionals. 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 by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

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 90 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 Russell Ducharme ("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:
KCI dba City Net
4508 Atlantic Ave, Suite 292
Long Beach, CA 90807-1502
Attn: Jessica Bruce
Email Address (for Program Notices)
jessica@citynet.org
714-719-0175

Email Address (for Insurance Update Requests)
TO: risk.management@citynet.org
CC: richard.maraden@citynet.org

Email Address (for Invoicing Communication/Notices)
TO: billing@citynet.org
CC: sandra@citynet.org

Any written notice to City shall be sent to:
The City of Rancho Cordova
Neighborhood Services Division
Attn: Neighborhood Services Manager Russell Ducharme
2880 Gold Tailings Ct.
Rancho Cordova, CA 95670
rducharme@cityofranchocordova.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.

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

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

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

CITY OF RANCHO CORDOVA

_____

Micah Runner
City Manager

Date: _____

PROFESSIONAL

Brad Fieldhouse
President/Chief Executive Officer

Date: 6/4/25

Attest:

_____

Stacy Leitner
CMC, City Clerk

Date: _____

Approved as to Form:

_____

Adam U. Lindgren
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Rancho Cordova Homeless Street Outreach and Engagement and Bridge Housing (1 House) 7-day/week coverage (two teams of two Outreach Case Managers) plus supports, July 1, 2025 through June 30, 2026						
Labor						
Title/Role	**Description**	**Full Comp**	**Hrs/ week**	**Wks**	**FTE**	**TOTAL**
Regional Program Director	Project compliance with management, operations and public safety standards	$68.51	1	52.00	0.03	$3,740.65
Program Supervisor	Direct program activities, staff management/ supervision and project coordination	$52.35	4	52.00	0.10	$11,433.24
Case Manager II	Street outreach, housing case management, navigation and supportive services	$35.65	40	52.00	4.20	$327,010.32
Engagement Associate	Maintain houses/ assist with 24/7 oversite of bridge housing	$30.60	8	52.00	1.00	$13,366.08
Data Analyst	HMIS data entry, reporting, data compliance	$37.40	4	52.00	0.10	$8,168.16
Executive leadership	Project oversight, quality control, staff deployment, problem solving	$104.23	1	52.00	0.03	$5,690.96
Finance and Billing	Payroll, billing, financial controls	$53.91	2	52.00	0.05	$5,886.97
Human resources	Staff recruiting, hiring, training, disputes	$43.82	1	52.00	0.03	$2,392.57
Operations	Inventory, purchasing, technical support	$41.42	1	52.00	0.03	$2,261.53
				Labor Subtotal:	**5.55**	**$379,950.48**
Transitional Housing Expenses						
Item	**Description**					**TOTAL**
Rent	Facility rental for existing transitional housing (2 houses)					$40,000.00
Utilities	Water, power, sewage, trash, etc.					$5,292.00
Landscaping	Property landscaping					$2,362.50
Facilities	Pest control					$2,520.00
				Transitional Housing Subtotal:		**$50,174.50**
Client Services Expenses						
Item	**Description**					**TOTAL**
Local Transportation	Client/staff transport (1 vehicle): vehicle hire fee, gas, vehicle insurance, maintenance					$31,800.00
Meals	Meals, snacks and beverages (@ $52.50/week/resident)					$3,000.00
Meals	Paper goods for meals and other meal supplies					$525.00
Client Services Fund	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, etc. Also fees for documentation, local transportation, work expenses, etc.					$6,300.00
Pet supplies	Pet supplies, equipment, vaccinations					$262.50
Materials and Supplies	Toiletries, paper goods, trash bags, janitorial supplies					$1,312.50
				Client Services Subtotal:		**$43,200.00**
Operations Expenses						
Item	**Description**					**TOTAL**
Computing and Telecommunications	Computing (computer, IPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.					$20,046.60
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.					$4,995.00
Materials and Supplies	IT support and client management software licenses					$6,660.00
Materials and Supplies	Financial audit					$2,331.00
Materials and Supplies	Liability Insurance					$15,797.52
				Operations Expenses Subtotal:		**$49,830.12**
Indirect Expenses						
Category	**Description**					**TOTAL**
De minimis rate for non-federal entity	Per 2 CFR 200.414-11, de minimis rate established for non-Federal entities who do not have negotiated Indirect Cost Rate. This fee is charged at a rate of 10% to offset expenses incurred by the organization but not billable as direct project expenses					$52,315.51
				Indirect subtotal:		**$52,315.51**
Project TOTAL						**$575,470.61**

Notes

Rates current as of 3/17/24 and valid for 90 days from this date. Annual renewal would require review of rates for rents, materials and supplies plus COLA tied to local consumer price index. New contracts require 90-day startup time and 20% advance payment. Advance payment will be credited proportionately on each monthly invoice.

Rancho Cordova Homeless Street Outreach and Engagement and Bridge Housing (1 House) 7-day/week coverage (two teams of two Outreach Case Managers) plus supports, July 1, 2026 through June 30, 2027						
Labor						
Title/Role	**Description**	**Full Comp**	**Hrs/ week**	**Wks**	**FTE**	**TOTAL**
Regional Program Director	Project compliance with management, operations and public safety standards	$70.57	1	52.00	0.03	$3,852.87
Program Supervisor	Direct program activities, staff management/ supervision and project coordination	$53.92	4	52.00	0.10	$11,776.24
Case Manager II	Street outreach, housing case management, navigation and supportive services	$36.72	40	52.00	4.20	$336,820.63
Engagement Associate	Maintain houses/ assist with 24/7 oversite of bridge housing	$31.52	8	52.00	1.00	$13,767.06
Data Analyst	HMIS data entry, reporting, data compliance	$38.52	4	52.00	0.10	$8,413.20
Executive leadership	Project oversight, quality control, staff deployment, problem solving	$107.36	1	52.00	0.03	$5,861.69
Finance and Billing	Payroll, billing, financial controls	$55.53	2	52.00	0.05	$6,063.58
Human resources	Staff recruiting, hiring, training, disputes	$45.13	1	52.00	0.03	$2,464.35
Operations	Inventory, purchasing, technical support	$42.66	1	52.00	0.03	$2,329.38
				Labor Subtotal:	**5.55**	**$391,348.99**
Transitional Housing Expenses						
Item	**Description**					**TOTAL**
Rent	Facility rental for existing transitional housing (2 houses)					$41,200.00
Utilities	Water, power, sewage, trash, etc.					$5,450.76
Landscaping	Property landscaping					$2,433.38
Facilities	Pest control					$2,595.60
				Transitional Housing Subtotal:		**$51,679.74**
Client Services Expenses						
Item	**Description**					**TOTAL**
Local Transportation	Client/staff transport (1 vehicle): vehicle hire fee, gas, vehicle insurance, maintenance					$32,754.00
Meals	Meals, snacks and beverages (@ $52.50/week/resident)					$3,090.00
Meals	Paper goods for meals and other meal supplies					$540.75
Client Services Fund	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, etc. Also fees for documentation, local transportation, work expenses, etc.					$6,489.00
Pet supplies	Pet supplies, equipment, vaccinations					$270.38
Materials and Supplies	Toiletries, paper goods, trash bags, janitorial supplies					$1,351.88
				Client Services Subtotal:		**$44,496.00**
Operations Expenses						
Item	**Description**					**TOTAL**
Computing and Telecommunications	Computing (computer, IPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.					$20,648.00
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.					$5,144.85
Materials and Supplies	IT support and client management software licenses					$6,859.80
Materials and Supplies	Financial audit					$2,400.93
Materials and Supplies	Liability Insurance					$16,271.45
				Operations Expenses Subtotal:		**$51,325.02**
Indirect Expenses						
Category	**Description**					**TOTAL**
De minimis rate for non-federal entity	Per 2 CFR 200.414-11, de minimis rate established for non-Federal entities who do not have negotiated Indirect Cost Rate. This fee is charged at a rate of 10% to offset expenses incurred by the organization but not billable as direct project expenses					$53,884.98
				Indirect subtotal:		**$53,884.98**
Project TOTAL						**$592,734.73**

Notes

Rates current as of 3/17/24 and valid for 90 days from this date. Annual renewal would require review of rates for rents, materials and supplies plus COLA tied to local consumer price index. New contracts require 90-day startup time and 20% advance payment. Advance payment will be credited proportionately on each monthly invoice.

EXHIBIT B

COMPENSATION SCHEDULE

Services provided, per “Scope of Services”, will be invoiced monthly.

Form **W-9**
(Rev. September 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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 or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

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

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	**THEN** the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt recipients 1 through 7[2]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

Privacy Act Notice

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

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

YEAR **2010**

Withholding Exemption Certificate

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

CALIFORNIA FORM **590**

File this form with your withholding agent. (Please type or print)

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's ☐ SSN or ITIN ☐ SOS file no. ☐ CA corp. no. ☐ FEIN

Address (number and street, PO Box, or PMB no.)

Apt. no./ Ste. no.

City

State

ZIP Code

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

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

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

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

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

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

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

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

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

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

CERTIFICATE: Please complete and sign below.

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

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

Vendor/Payee's signature ▶ _____ Date _____

For Privacy Notice, get form FTB 1131. 7061103 Form 590 c2 2009 (REV 03-10)

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

Domicile is defined as the one place:

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

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

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

F What Is a Permanent Place of Business

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

G Withholding Agent

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

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

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

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

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

H Publications, Forms, and Additional Information

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

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

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

Telephone: 888.792.4900
916.845.4900
Fax: 916.845.9512

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

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos
TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

MEMORANDUM

ITEM 9.14.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-164 WITH 50 CORRIDOR TRANSPORTATION MANAGEMENT ASSOCIATION IN AN AMOUNT NOT TO EXCEED $511,510 FOR TRANSPORTATION DEMAND MANAGEMENT SERVICES FOR THE ENCOURAGEMENT AND EDUCATION OF SUSTAINABLE TRANSPORTATION WITHIN THE CITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a contract with 50 Corridor Transportation Management Association in an amount not to exceed $511,510 for transportation demand management services, which would provide support for the encouragement and education of sustainable transportation within the city.

BACKGROUND

The City of Rancho Cordova has created a partnership with the 50 Corridor Transportation Management Association (50 Corridor TMA) to provide programs and innovative solutions that encourage the use of sustainable modes of transportation such as active modes, carpooling, and transit. 50 Corridor TMA provides services for communities in Rancho Cordova, Folsom, and unincorporated Sacramento County, along with private employers along the U.S. 50 corridor.

The funding for this agreement comes from a levy within Transit Zones 1, 2, and 3. These funds are returned to source. Therefore, the services outlined in the attached agreement, Attachment 2, are limited to these zones. Transit Zones were established as early as 2003 by the County as Sacramento County Services Areas. After incorporation, the city assumed the service responsibility and funding for the existing Transit Zones. Future developments will be added to Transit Zones to likewise offer transportation services. The purpose of the Transit Zones is to provide an ongoing financial mechanism to fund a broad range of transportation services intended to benefit property within the zones by reducing congestion and pollution. Funding these activities maintains compliance with Federal and State Clean Air Acts and California Environmental Quality Act requirements. The services include, but are not limited to,

the following: transit shuttles, guaranteed ride home program, transit subsidies, transportation planning for employers and/or residents, education programs, infrastructure support like bike racks and bus stops, and bicycle and alternative fuel incentives. The city contracts with Sacramento Regional Transit for the Rancho CordoVan shuttle service, and the 50 Corridor TMA for the majority of the other services listed previously.

The scope of services, Attachment 3, contained in the agreement includes:

Task 1 - School Shuttle. New to this contract is the inclusion of a subsidized shuttle program for students attending Albiani Middle School and Pleasant Grove High School, which share a campus in Elk Grove. The trip to and from school each day is approximately 25 miles (1 hour) round trip. This task provides an additional option for school-related transportation, which is one of the highest sources of vehicle miles traveled and carbon-producing trips. This shuttle program will expand on the one-month pilot shuttle service in May 2025, which received positive reviews from parents and students who participated.

Task 2 - Trip Reduction Services. Rideshare matching, discount transit fares, encouragement and incentives, and guaranteed ride home services have proved to reduce private vehicle trips. This task will allocate resources to provide and market these proven strategies.

Task 3 - Marketing and Engagement. This task will publicize and educate residents of the programs and services available to them to reduce their dependence on drive-alone trips. Work associated with this task includes direct mail, social media ads, email, events, new resident welcome packs, creative services, and other marketing opportunities.

Task 4 - Smart Routes to School. This task takes education and encouragement into elementary schools. The team will continue their successful efforts at McGarvey Elementary School. This contract has the capacity to renew programming at Sunrise Elementary School, which previously participated in efforts with the 50 TMA prior to the pandemic. School staff and parents involved in the Parent Faculty Organization are excited to re-establish the program again.

Task 5 - Project Management. Work associated with this task would include staff time to complete invoices and reports to city staff and/or City Council.

FISCAL IMPACT AND FUNDING SOURCE

The contract is not to exceed $511,510 funded by the annual levy and collection of charges for the Rancho Cordova transit-related services benefit districts, Transit Zones 1, 2, and 3. There is no impact on the city's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-164

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. 2025-164 WITH 50 CORRIDOR TRANSPORTATION DEMAND MANAGEMENT ASSOCIATION FOR TRANSPORTATION DEMAND MANAGEMENT SERVICES FOR FISCAL YEAR 2025-26

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2025-164 with 50 Corridor Transportation Management Association in an amount not to exceed $511,510 for transportation demand management services that encourage and promote sustainable transportation within the city for fiscal year 2025-26; and

WHEREAS, the services provided will encourage walking and bicycling to school to build healthy habits and reduce traffic congestion; and

WHEREAS, the services will encourage carpooling, taking transit, and bicycling to work through education and incentive programs; and

WHEREAS, the services will promote a positive image of the city and encourage thoughtful, sustainable travel behaviors; and

WHEREAS, the 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. 2025-164 with 50 Corridor Transportation Management Association, in an amount not to exceed $511,510 in a form approved by the City Attorney to provide transportation demand management services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
50 CORRIDOR TRANSPORTATION MANAGEMENT ASSOCIATION**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and 50 Corridor Transportation Management Association ("Professional") as of July 1, 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 June 30th, 2026, 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 **FIVE HUNDRED ELEVEN THOUSAND FIVE HUNDRED TEN DOLLARS ($511,510.00)** notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to

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

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

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

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

Cheryl Croshere, Executive Director
50 Corridor TMA
909 12th Street, Ste 100A, Sacramento, CA 95814

Email Address (for Insurance Update Requests) executivedirector@50corridor.com

Any written notice to City shall be sent to:

Drew Hart
Senior Transportation Planner, Public Works Department
City of Rancho Cordova

2729 Prospect Park Drive
Rancho Cordova, CA 95670
916.851.8710 or dhart@cityofranchocordova.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.

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

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

SIGNATURE PAGE FOLLOWING

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

_____
Micah Runner, City Manager

Date: _____

PROFESSIONAL

_____
Cheryl Croshere, Executive Director

Date: _____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

.

50 Corridor TMA

Exhibit A - Scope of Services

Background

The purpose of this memo is to outline the Transportation Demand Management (TDM) services that the 50 Corridor Transportation Management Association (TMA) proposes to provide to the City of Rancho Cordova in Transit Zones 1, 2, and 3. This memo is organized into three sections:

1. Background
2. Scope of Services
3. Cost Estimate

Rancho Cordova Transit Zones

Transit Zone 1

The boundaries of Transit Zone 1 and the former County Service Area 10 Benefit Zone 1 are congruent. Transit Zone 1 covers the Zinfandel Special Planning Area, which is generally located south of International Boulevard, north of Mather Boulevard, east of Femoyer Street, and West of the Folsom South Canal.

Transportation service fees are levied annually from property owners within the Transit Zone, and this funding is earmarked for transit shuttle and other transportation demand management services described in the CSA Formation Report and in conditions of development included in County Ordinance No SCZ 2000-018 and related planning documents, including a Transportation System Management Plan and AQ-15 Plan.

Transit Zone 2

The boundaries of Transit Zone 2 and the former County Service Agreement 10 Benefit Zone 2 are congruent. Transit Zone 2 covers the Sunrise Douglas Community Plan and SunRidge Specific Plan Areas, which are generally located south of Douglas Boulevard (plus a small triangular section adjoining to the north), north of Kiefer Boulevard, east of Sunrise Boulevard, and west of Grant Line Road. Transportation service fees are levied annually from property owners within the Transit Zone, and this funding is earmarked for transit shuttle and other transportation demand management services described in the CSA Formation Report and in conditions of development included in County Ordinance SCZ 2002-014 and related planning documents, including a Transportation System Management Plan and AQ-15 Plan. In particular, Transit Zone 2 has a targeted goal of 30% reduction in daily vehicle trips.

Transit Zone 3

Transit Zone 3 covers the Capital Village Area, as well as other new developments, such as Rio Del Oro. Capital Village is generally located south of Disk Drive, north of International Drive, east of Zinfandel Drive, and west of Prospect Park Drive. Rio Del Oro is generally located south of White Rock Road, north

of Douglas Road, east of Luyung Drive, and west of Americanos Boulevard. Transportation service fees are levied annually from property owners within the Transit Zone, and this funding is earmarked for transit shuttle and other transportation demand management services.

50 TMA History

The 50 Corridor TMA was founded in 1994 as the Folsom-Rancho Cordova-El Dorado Transportation Management Association. In its 30+ year history, it has served as a public private partnership delivering programs and innovative solutions that empower people to choose modes of transportation that enhance economic, environmental and public health. This includes serving as the exclusive TMA to six different residential communities:

1. Capital Village (City of Rancho Cordova)
2. Folsom Plan Area (City of Folsom)
3. North Vineyard Station Specific Plan Area (Unincorporated Sacramento County)
4. Rosemont (Pilot) Community (Unincorporated Sacramento County)
5. Sunrise Douglas Community Plan/SunRidge Specific Plan Areas (City of Rancho Cordova)
6. Zinfandel Special Planning Area (City of Rancho Cordova)

We also have member employers representing over 20,000 employees along the US-50 corridor and manage the Sacramento TMA, which represents over 90,000 employees within the City of Sacramento. To all of these constituents, we serve as a point of reference for new innovations and options in sustainable transportation, providing information, education, and direct services to help residents and workers choose sustainable modes of transportation.

50 TMA Approach

We provide information and strategies to help individuals assess their travel habits and identify those trips they can most conveniently shift to sustainable modes. We make these strategies broadly appealing so that everyone has an opportunity to shift their behavior and so that small changes by many people can create change at scale.

Our approach to TDM is backed by the latest research, including best practices, case studies, and academic literature. The gold standard reference for measuring trip reduction and VMT reduction effectiveness in our region is the Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity, published in August 2021 by the Sacramento Air Quality Management District, among other government agencies. Estimates of VMT reduction effectiveness included in the Scope of Services below are taken from this resource, unless otherwise footnoted.

Scope of Services

The 50 Corridor Transportation Management Association will provide the City of Rancho Cordova the following scope of services for Transit Zones 1, 2, and 3 for July 2025 through June 2026. Costs include

staff time per the billing rate summary, hard program costs, marketing, data purchase, and reporting. Marketing costs include: printing, postage, and ad-buys. Hard program costs include but are not limited to: subsidies, event expenses (food, rentals, vendor services), incentives, and prizes. Other costs include subcontractors, subconsultants, and legal services. These costs are estimates; funds may be reallocated between tasks and zones with approval from the City.

Task 1 - School Shuttle

Ridesharing programs, including subsidized vanpool or shuttle programs, have been shown to reduce VMT by up to 8%. In Transit Zone 2, work associated with this task will include subcontracting with a vendor to provide shuttle service to and from Albiani Middle and Pleasant Grove High Schools, which share a campus in Elk Grove, on weekday mornings and afternoons when school is in session. The shuttles will consist of up to three 9-passenger electric vans operating driven by professional drivers, in compliance with all relevant motor vehicle and operating codes, as well as California Education Code Article 5 Section 39877, which applies to Home to School Transportation; specifically, it applies to drivers of vehicles transportation 10 or fewer passengers (ie, 9 students). Our proposed budget assumes the following costs:

- $30,000 van hard costs ($250 per one-way trip)
- $5,000 for legal assistance in bidding/contracting
- $3,750 for BusWhere tracking app (annual total for 3 vans)
- $5,400 subsidy from SACOG, subtracted ($1,800 per van)
- $24,300 student fares, subtracted ($5 per student per day, roundtrip)

This shuttle program will expand on the one-month pilot carried out in May 2025, which received positive reviews from parents and students who participated.

Task 2 - Trip Reduction Services

Trip reduction programs have been shown to reduce VMT by between 4% and 26% depending on the level of reporting and penalties for missing trip reduction targets. Such programs include a standard suite of TDM strategies, including:

- Rideshare matching
- Discounted transit fare
- Encouragement and incentives for bicycling
- Vanpool coordination
- Guaranteed ride

Work associated with this task would include the following:

- Provide incentives to residents and employees within the Transit Zones when they carpool, walk, bike, and take transit. May also include subsidies for vanpools, carsharing, or electric mobility, such as in-home electric vehicle chargers and electric-assist bicycles when those subsidies are determined to be the most effective emissions reduction strategy for a household.

- Provide transit subsidies to residents and employees within each Transit Zone; Connect Cards with up to $25 per month.
- Provide guaranteed rides to support mode shift, including subsidized rides by Lyft/Uber, Yellow Cab and Enterprise Rental Car to support residents when they choose sustainable modes and need a ride.
- Bicycle tune-ups, family-friendly bike rides, bike safety and education workshops, ebike demonstrations and test-rides, and/or ebike conversion workshops to encourage bicycling for public health, convert recreational riders into active transportation cyclists, and empower riders to make more trips by bicycling. Up to 8 events.
- Support and promote May is Bike Month through Love to Ride online platform and in-person events.
- This task also includes staff time to administer incentives, subsidies, and guaranteed ride, as well as to plan and carry out events.

Task 3 - Marketing & Engagement

Marketing alone to support trip reduction strategies has been shown to reduce VMT by up to 4%. In fact, a pilot carried out in Rancho Cordova in 2003-2004 achieved a 4% reduction in VMT, or about 160,000 miles per year, through individualized marketing to promote light rail as an alternative to driving.[1] Work completed towards this task will continue to take this pilot as inspiration and draw on best practices from other TMAs around the country.

Community-based travel planning is a related trip-reduction strategy that can be integrated with our marketing efforts. This might include sending maps to residents' homes that show transit routes and bikeways from their neighborhood to popular nearby destinations. Such community-based travel planning has been shown to reduce VMT by over 2%.

Work associated with this task would include the following:

- Marketing for these incentive programs, subsidies, events, and guaranteed ride, as well as education around sustainable transportation options and community-based travel planning via direct mail, social media ads, email, events, and other marketing channels.
- New resident welcome packs and coordination with local real estate agents and developer staff.
- May also include professional services from a creative firm.

Task 4 - Smart Routes to School

School pools and smart routes to school programs do not have quantified VMT benefits, according to the *Handbook for Analyzing Greenhouse Gas Emission Reductions*, but the Handbook does include the strategies as options that may have co-benefits when combined with other VMT reduction strategies. It also means there simply may not be enough research to support a quantified VMT reduction.

[1] *Federal Transit Administration Individualized Marketing Demonstration Program,* 2006. Available at: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/IMDP_Final_Report.pdf

Work associated with this task would include the following:

- Continue trip tracking program at Robert J. McGarvey Elementary School, using Active4.me barcode scanning technology, 6th grade student leader volunteers, and parent volunteers. Support the program with prizes, such as books and ice cream parties.
- Renew programming at Sunrise Elementary School, building capacity with parent volunteers and school staff. The 50 TMA worked at Sunrise Elementary for many years before the pandemic. School staff and parents involved in the Parent Faculty Organization are excited to get the program back up and running. This may include using Active4.me barcode scanning technology and/or friendly competition with McGarvey Elementary, which is down the road.
- Support and organize bicycling education and safety programs at McGarvey and Sunrise Elementary Schools, including events to support Clean Air Day and May is Bike Month.
- Support parents and staff in coordinating walking and biking buses to both elementary schools, including map and other educational collateral, gift cards and other rewards for parent volunteers, and prizes and incentives for students. May also include subconsultant services from Safe Routes to School education professionals.

Task 5 - Project Management

Work associated with this task would include staff time to complete monthly invoices and periodic reports to City staff and/or City Council.

EXHIBIT B

COMPENSATION SCHEDULE

50 Corridor TMA

Exhibit B - Cost Estimate

Cost Estimate

	Zone 1 Zinfandel/Stone Creek	Zone 2 Anatolia	Zone 3 Capital Village	Total
Task 1 - School Shuttle	$0	$310,410	$0	**$310,410**
Task 2 - Trip Reduction Services	$19,500	$43,600	$14,100	**$77,200**
Task 3 - Marketing & Engagement	$7,700	$32,700	$5,500	**$45,900**
Task 4 - Smart Routes to School	$0	$60,000	$0	**$60,000**
Task 5 - Project Management	$5,000	$10,000	$3,000	**$18,000**
Total Budgeted	**$32,200**	**$456,710**	**$22,600**	**$511,510**
Number of Households	1,706	6,734	1,465	9,905
Cost per Household	$19	$68	$15	$52

Billing Rate Summary

Staff Position	Hourly Rate Range
Director	$175
Manager	$120
Coordinator	$100
Other	Hourly wage x 2.5

MEMORANDUM

ITEM 9.15.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Lorianne Carl, Community Engagement Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICES CONTRACT NO. 2025-160 WITH EXCEL LANDSCAPE, LLC IN AN AMOUNT NOT TO EXCEED $400,000.00 FOR BEAUTIFICATION IMPROVEMENTS ASSOCIATED WITH THE CITY'S GOOD NEIGHBOR ASSISTANCE PROGRAM FROM JULY 7, 2025 THROUGH JUNE 30, 2027**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the Community Engagement Division to continue to provide the community and its qualified residents with beautification programs and incentives.

BACKGROUND

Since 2022, the City of Rancho Cordova has contracted with Excel Landscape, now operating as Excel Landscape, LLC, to support beautification programs and incentives funded through Measure R. Excel Landscape provides general services that assist property owners in enhancing the portions of their properties that are visible from the public street or sidewalk. For each eligible and approved property, the Beautification Program may help complete improvements outlined in the city's Good Neighbor Guide.

FISCAL IMPACT AND FUNDING SOURCE

The fiscal impact is $400,000 for two years with an allocation of $200,000 per year, approved under the Measure R budget for fiscal years 2025/26 and 2026/27.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-160

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 GENERAL SERVICES CONTRACT NO. 2025-160 WITH EXCEL LANDSCAPE LLC IN AN AMOUNT NOT TO EXCEED OF $400,000.00, FOR A TERM OF TWO YEARS ($200,000 PER YEAR), FOR BEAUTIFICATION IMPROVEMENTS ASSOCIATED WITH THE CITY'S GOOD NEIGHBOR ASSISTANCE PROGRAM

WHEREAS, since 2022, the City of Rancho Cordova has contracted with Excel Landscape, now operating as Excel Landscape, LLC, to support beautification programs and incentives funded through Measure R. Excel Landscape provides general services that assist property owners in enhancing the portions of their properties that are visible from the public street or sidewalk; and

WHEREAS, the city wishes to continue its Measure R funded beautification programs and incentives; and

WHEREAS, in order to continue these programs, the city must enter into a new contract to perform the services; and

WHEREAS, the city desires to enter into a General Services Agreement (GSA) with Excel Landscape, LLC for a term of two years for projects related to beautification and improvement opportunities as highlighted in the city's Good Neighbor Guide; and

WHEREAS, the GSA shall not exceed four hundred thousand dollars ($400,000.00), with an allocation of two hundred thousand dollars ($200,000.00) per year of the agreement; and

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

WHEREAS, funding for the GSA will be from Measure R, in fiscal years 2025-26 and 2026-27.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA to authorize the City Manager to enter into Contract No. 2025-160 with Excel Landscape, LLC in the amount of $400,000.00 to fund the Residential Beautification Program, also known as the Good Neighbor Assistance Program in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Siri Pulipati, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND EXCEL LANDSCAPE, LLC (Contractor)

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Excel Landscape, LLC, (herein "Contractor"), as of July 7, 2025.

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

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30th, 2027, unless the term of this Agreement is otherwise terminated as provided for in Section 10. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 12.

Section 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by Lorianne Carl ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Section 4. COMPENSATION OF CONTRACTOR. The Contractor shall be paid Two Hundred Thousand Dollars ($200,000) per year for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the City Finance Director on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Contractor's Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

Section 5. PERFORMANCE STANDARDS.

A. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement.

B. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

Section 6. STATUS OF CONTRACTOR

6.1 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor 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 Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel; however, otherwise City shall not have the right to control the means and methods by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Contractor are employees and agents of Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor 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, Contractor 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. Contractor shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

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

Section 7. INSURANCE REQUIREMENTS. Prior to beginning any Service under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in Exhibit B ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

Section 8. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

8.1 **General Requirement.** 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 07/07/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.

8.2 **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.

Section 9. **NONDISCRIMATION 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 10. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 11. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 12. TERMINATION. Either party may terminate this Agreement without cause, upon 30 days written notice to the other party. In the event of termination, Contractor shall be entitled to payment for Services then satisfactorily completed. Contractor shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination.

Section 13. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: Lorianne Carl

Contractor: Excel Landscape, LLC
9624 Kiefer Blvd Ste 2
Sacramento, CA 95827-3822
ATTN: Ray Williams, Owner
excellandscape@hotmail.com

Section 14. 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.

Section 15. 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.

Section 16. 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.

Section 17. 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.

Section 18. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

Section 19. 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.

Section 20. ENTIRE AGREEMENT. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the insurance requirements attached hereto and incorporated herein as Exhibit B, 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.

[signature page follows]

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

CITY OF RANCHO CORDOVA

By: _____
Micah Runner, City Manager

Date:_____

CONTRACTOR

By:_____
Ray Williams, Owner

Date:_____

APPROVED AS TO FORM:

By: _____
Adam U. Lindgren, City Attorney

ATTEST:

By: _____
Stacy Leitner, CMC, City Clerk

EXHIBIT A
SCOPE OF WORK

Excel Landscape
9624 Kiefer Blvd. #2
Sacramento, CA 95827
License # #703658

Program Task Price Schedule

Labor and Materials

- General Labor Rate: $25.00 per person, per hour
- General Disposal Rate: $85.00 per yard

Dead Lawn Maintenance Tasks

(All rates above apply)

1. Removal of Junk or Debris
    - Billed at General Labor Rate + Disposal Rate
2. Removal of Chain Link Fence or Window Bars
    - *Front or side yard only*
    - Billed at General Labor Rate + Disposal Rate
3. Fence Maintenance
    - *Front and corner side yard only*
    - Billed at General Labor Rate + Disposal Rate
4. Dead Lawn Maintenance Projects
    - Focus: Transforming dead/dying front lawns into drought-tolerant landscapes
    - Goal: Improve curb appeal and promote long-term water conservation while aligning with the city's landscaping aesthetics and code requirements.
    - All applicable rates apply

Approval and Compliance Requirements

- Project Review:
  All projects must be pre-approved by the City's Community Engagement Division.
  Prioritization may be based on community impact and code standards.
- Scope Limitations:
  Any task outside this scope requires prior written authorization from the City.
- Wage Compliance:
    - Prevailing wage is not required for tasks within this scope.
    - Tasks outside the defined scope may be subject to prevailing wage requirements.
- Cost Guidelines:
    - Time and material costs vary by lot size.
    - Corner lots must not exceed $7,000 per single-family residence.
- Documentation:
    - Before and after photos are required for all projects.

EXHIBIT B
INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Contractor 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 Contractor. 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, Contractor 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 Contractor, 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. Contractor shall notify City within fourteen (14) days of notification from Contractor'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 Contractor does not have any employees.

2. **Commercial General and Automobile Liability Insurance.**

   2.1 **General requirements.** Contractor, 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.

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.

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 Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. 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 Contractor 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. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3. All Policies Requirements.

3.1 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.

3.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor 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.

3.3 Subcontractors. Contractor 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.

3.4 Deductibles and Self-Insured Retentions. Contractor 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, Contractor 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 Contractor 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.

3.5 Waiver of Subrogation. Contractor 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 affect 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 Contractor, its employees, agents, and subcontractors.

3.6 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, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4. **Remedies.** In addition to any other remedies City may have if Contractor 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 Contractor's breach:

   - Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; and/or

   - Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or

   - Terminate this Agreement.

MEMORANDUM

ITEM 9.16.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Lorianne Carl, Community Engagement Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GENERAL SERVICE CONTRACT NO. 2025-161 WITH ETHAN FLEENER CONSTRUCTION IN AN AMOUNT NOT TO EXCEED $400,000.00 FOR BEAUTIFICATION IMPROVEMENTS ASSOCIATED WITH THE CITY'S GOOD NEIGHBOR ASSISTANCE PROGRAM FROM JULY 7, 2025 THROUGH JUNE 30, 2027**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the Community Engagement Department to continue to provide the community and its qualified residents with beautification programs and incentives.

BACKGROUND

Since 2020, the City of Rancho Cordova has contracted with Ethan Fleener Construction to support beautification programs and incentives funded through Measure R. Ethan Fleener Construction provides general services that assist property owners in enhancing the portions of their properties that are visible from the public street or sidewalk. For each eligible and approved property, the Beautification Program may help complete improvements outlined in the city's Good Neighbor Guide.

FISCAL IMPACT AND FUNDING SOURCE

The fiscal impact is $400,000 for two years with an allocation of $200,000 per year and approved under the Measure R budget for fiscal years 2025/26 and 2026/27.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-161

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 GENERAL SERVICES CONTRACT NO. 2025-161 WITH ETHAN FLEENER CONSTRUCTION FOR A TERM OF TWO YEARS IN AN AMOUNT NOT TO EXCEED $400,000.00 FOR A TERM OF TWO YEARS ($200,000 PER YEAR), FOR BEAUTIFICATION IMPROVEMENTS ASSOCIATED WITH THE CITY'S GOOD NEIGHBOR ASSISTANCE PROGRAM

WHEREAS, since 2020, the City of Rancho Cordova has contracted with Ethan Fleener Construction to support beautification programs and incentives funded through Measure R. Ethan Fleener Construction provided general services that are visible from the public street or sidewalk; and

WHEREAS, the city wishes to continue its Measure R funded beautification programs and incentives; and

WHEREAS, in order to continue these programs, the city must enter into a new contract to perform the services; and

WHEREAS, the city desires to enter into a General Services Agreement (GSA) with Ethan Fleener Construction for a term of two years for projects related to beautification and improvement opportunities as highlighted in the city's Good Neighbor Guide; and

WHEREAS, the GSA shall not exceed four hundred thousand dollars ($400,000.00), with an allocation of two hundred thousand dollars ($200,000.00) per year of the agreement; and

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

WHEREAS, funding for the GSA will be from Measure R in fiscal years 2025-26 and 2026-27.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, to authorize the City Manager to enter into Contract No. 2025-161 with Ethan Fleener Construction in the amount of $400,000.00 to fund the Residential Beautification Program, also known as the Good Neighbor Assistance Program in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Siri Pulipati, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND ETHAN FLEENER CONSTRUCTION

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Ethan Fleener Construction, (herein "Contractor"), as of July 7, 2025.

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

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30th, 2027, unless the term of this Agreement is otherwise terminated as provided for in Section 10. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 12.

Section 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by Lorianne Carl ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Section 4. COMPENSATION OF CONTRACTOR. The Contractor shall be compensated for a cumulative amount of Four Hundred Thousand Dollars ($400,000.00) with Two Hundred Thousand Dollars ($200,000.00) allocated for Year 1 and Two Hundred Thousand Dollars($200,000.00) allocated for Year 2, for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the City Finance Director on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Contractor's Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

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B. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

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Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor 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. Contractor shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

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

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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.

8.2 **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.

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City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: Lorianne Carl
Communityengagement@cityofranchocordova.org

Contractor: Ethan Fleener Construction
2544 Vernaccia Circle
Rancho Cordova, Ca. 95670
fleenmachine1@hotmail.com

Section 14. 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.

Section 15. 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.

Section 16. 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.

Section 17. 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.

Section 18. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

Section 19. 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.

Section 20. ENTIRE AGREEMENT. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the insurance requirements attached hereto and incorporated herein as Exhibit B, 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.

[signature page follows]

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

CITY OF RANCHO CORDOVA

By:_____
Micah Runner, City Manager

Date:_____

CONTRACTOR

By:_____
Ethan Fleener, Owner

Date:_____

APPROVED AS TO FORM:

By:_____
Adam U. Lindgren, City Attorney

ATTEST:

By:_____
Stacy Leitner, CMC, City Clerk

EXHIBIT A
SCOPE OF WORK

Ethan Fleener Construction
2544 Vernaccia Circle
Rancho Cordova, Ca. 95670
License # 1023826

Program Task Price Schedule
Labor and Materials

- General Labor Rate: $110.00 per person, per hour
- General Disposal Rate: $100.00 per yard
- Procurement of Materials & Equipment Rentals:
    - Billed at the General Labor Rate + 10% markup

Dead Lawn Maintenance Tasks
(All rates above apply)

1. Removal of Junk or Debris
    - Billed at General Labor Rate + Disposal Rate
2. Removal of Chain Link Fence or Window Bars
    - *Front or side yard only*
    - Billed at General Labor Rate + Disposal Rate
3. Fence Maintenance
    - *Front and corner side yard only*
    - Billed at General Labor Rate + Disposal Rate
4. Dead Lawn Maintenance Projects
    - Focus: Transforming dead/dying front lawns into drought-tolerant landscapes
    - Goal: Improve curb appeal and promote long-term water conservation while aligning with the city's landscaping aesthetics and code requirements.
    - All applicable rates apply

Approval and Compliance Requirements

- Project Review:
  All projects must be pre-approved by the City's Community Engagement Division.
  Prioritization may be based on community impact and code standards.
- Scope Limitations:
  Any task outside this scope requires prior written authorization from the City.
- Wage Compliance:
    - Prevailing wage is not required for tasks within this scope.
    - Tasks outside the defined scope may be subject to prevailing wage requirements.
- Cost Guidelines:
    - Time and material costs vary by lot size.
    - Corner lots must not exceed $7,000 per single-family residence.
- Documentation:
    - Before and after photos are required for all projects.

EXHIBIT B
INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Contractor 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 Contractor. 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, Contractor 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 Contractor, 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. Contractor shall notify City within fourteen (14) days of notification from Contractor'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 insurance may be waived by the City upon written verification that Contractor does not have any employees.

2. **Commercial General and Automobile Liability Insurance.**

   2.1 **General requirements.** Contractor, 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.

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.

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 Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. 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 Contractor 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. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3. All Policies Requirements.

3.1 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.

3.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor 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.

3.3 Subcontractors. Contractor 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.

3.4 Deductibles and Self-Insured Retentions. Contractor 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, Contractor 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 Contractor 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.

3.5 Waiver of Subrogation. Contractor 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 affect 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 Contractor, its employees, agents, and subcontractors.

3.6 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, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4. Remedies. In addition to any other remedies City may have if Contractor 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 Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; and/or

- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

MEMORANDUM

ITEM 9.17.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Kim Juran, Administrative Services Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SPONSORSHIP AGREEMENT WITH THE CALIFORNIA CAPITAL AIRSHOW GROUP FOR $300,000 THROUGH JUNE 30, 2027**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a Sponsorship Agreement with the California Airshow Group for $300,000 through June 30, 2027.

BACKGROUND

Established in 2004, the Capital Airshow Group (CAG) is a California 501(c)(3) nonprofit corporation which has successfully promoted and operated the California Capital Airshow (Airshow) at Mather over the past 19 years, an exciting, family-friendly annual event designed to honor the Sacramento region's rich aviation heritage and veterans while using the power and magic of flight to inspire young people. CAG has provided the city and its residents with events that highlight the region's military history and also encourage regional youth to pursue careers in aviation and aerospace, in addition to vocations in Science, Technology, Engineering and Mathematics (STEM). Youth programs such as the upcoming Destination Aviation summer camp, STEM Expo, and Your Future in Aviation career day events reach thousands of local youth and provide exposure to the many different STEM career opportunities. In addition, CAG gives back to the community through an annual youth scholarship program geared towards students pursuing an education and career training in the STEM field. Each year, approximately $75,000 in scholarships are given to local students.

The city has been a co-sponsor with the County of Sacramento for the annual airshow and associated youth events since 2015. The proposed agreement for the Fiscal Year 2025-27 airshow sponsorship anticipates $150,000 per year of support. It is important to note that the city's sponsorship contribution amount for Fiscal Year 2025-26 will be attributed to the airshow that occurred on March 22 and 23, 2025. This is due to the fact that there were three airshows held during the term of the Fiscal Year 2023-25 grant agreement, but the agreement along with the city budget only anticipated two shows. With the next airshow planned for Fall 2026, the payment timing will resume to the typical one airshow per fiscal year timing anticipated in the adopted budget.

FISCAL IMPACT AND FUNDING SOURCE

The Adopted Fiscal Year 2025-27 Operating Budget includes support for CAG in the amount of $150,000 annually from the General Fund for both years.

ATTACHMENT(S)

1. Resolution
2. 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 A SPONSORSHIP AGREEMENT WITH THE CALIFORNIA AIRSHOW GROUP FOR $300,000 THROUGH JUNE 30, 2027

WHEREAS, California Airshow Group is a California non-profit public benefit corporation that oversees the staging of the annual California Capital Airshow at Mather Airport ("Airshow"); and

WHEREAS, this unique civic amenity provides residents and businesses of Rancho Cordova access to world-class aviation entertainment and educational experiences promoting science, technology, engineering and math studies for City of Rancho Cordova youth; and

WHEREAS, the hospitality industry in Rancho Cordova is showcased as performers and others involved in the show production are hosted in area hotels; and

WHEREAS, net proceeds from the annual event are returned to the community in the form of donations to community non-profit organizations providing staffing in concession booths; and

WHEREAS, area students pursuing college level education in the subject areas of science, technology, engineering, math, airport management or aerospace are afforded the opportunity to apply for scholarships funded by the Airshow; and

WHEREAS, area youth are presented with opportunities to explore the wonders of science, technology, engineering, and learning about aviation through STEM education events presented by the Airshow throughout the year; and

WHEREAS, the City of Rancho Cordova desires to continue its support of the Airshow with a two (2) year sponsorship commitment.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute a Sponsorship Agreement with the California Capital Airshow Group for $300,000 through June 30, 2027.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Capital Airshow Group

SPONSORSHIP AGREEMENT

California Capital Air Show

THIS AGREEMENT made this _____ day of July, 2025, between **CAPITAL AIRSHOW GROUP** a California non-profit corporation, hereinafter referred to as "CAG", and **CITY OF RANCHO CORDOVA** hereinafter referred to as "SPONSOR".

WHEREAS CAG is a California non-profit public benefit corporation that oversees the staging of the annual California Capital Airshow at Mather Airport, hereinafter referred to as "AIRSHOW", and

WHEREAS this unique civic amenity provides residents and businesses of Rancho Cordova access to world-class aviation entertainment and educational experiences promoting science, technology, engineering and math studies for City of Rancho Cordova youth, and

WHEREAS the hospitality industry in Rancho Cordova is showcased as performers and others involved in the show production are hosted in area hotels, and

WHEREAS net proceeds from the annual event are returned to the community in the form of donations to community non-profit organizations providing staffing support in concessions and parking areas of the event, and

WHEREAS, area students pursuing college level education in the subject areas of science, technology, engineering, math, airport management or aerospace are afforded the opportunity to apply for scholarships funded by the AIRSHOW, and

WHEREAS, area youth are presented with opportunities to explore the wonders of science, technology, engineering, and learning about aviation through STEM education events presented by the AIRSHOW throughout the year; and

WHEREAS SPONSOR desires to continue its support of the AIRSHOW with a Two (2) Year sponsorship commitment,

NOW THEREFORE, in consideration of the sum paid under this Agreement, and the mutual covenants and conditions hereto, CAG and SPONSOR agree:

1. **Sponsorship Consideration**

SPONSOR shall provide total annual consideration value in the amount of One Hundred Fifty Thousand Dollars ($150,000) in exchange for the rights to receive the benefits listed in Paragraph 2 below.

Such consideration shall be comprised of a combination of cash and in-kind donations.

a. Cash Payment

SPONSOR shall make annual cash payments in the total amount of One Hundred Fifty Thousand Dollars ($150,000) which shall be due and payable between July 1 – August 30 during each year of the Term. Payment shall be made payable to Capital Airshow Group and shall be delivered or mailed to the following address:

California Capital Airshow
10425 Norden Avenue
Mather, CA 95655

b. In-Kind Consideration

In addition to the cash payment identified in Paragraph 1a above, SPONSOR shall provide the following in-kind contributions:

1) Use of city facilities for volunteer and concessions rally and training events
2) Public Works-related support, including traffic management services.
3) Public outreach support

2. <u>Sponsorship Benefits</u>

In full consideration of SPONSOR's cash and in-kind donations, SPONSOR shall receive "Title Sponsor" benefits. Specifically, CAG shall provide to SPONSOR:

a. Brand Recognition
1) Event title to be reflected as Sacramento County's California Capital Airshow presented in partnership with <u>City of Rancho Cordova</u>
2) SPONSOR Name recognition on radio ads
3) SPONSOR logo on television ads
4) SPONSOR logo shall be used in all digital Airshow programs, flyers, and maps
5) SPONSOR Logo on all Official and Commemorative Airshow Poster
6) SPONSOR Logo in Newspaper and Magazine ads
7) SPONSOR shall be recognized in social networking, email and web campaigns
8) SPONSOR Logo printed on all online tickets
9) Placement of SPONSOR logo on home page of AIRSHOW website
10) Placement of SPONSOR logo on sponsor page of AIRSHOW website
11) Permission to use AIRSHOW Logo and Presenting Sponsor in SPONSOR's advertising and promotions
12) SPONSOR support shall be showcased in AIRSHOW online highlights gallery
13) Logo on all AIRSHOW Team Volunteer T-shirts
14) Name mention in all media releases as Presenting sponsor

15) Name recognition as sponsor of various youth STEM events both at the Airshow and as offered throughout the year
16) Outdoor Advertising with logo (as available)

b. On Site Activation
    1) Eight (8) public address announcements per show day
    2) Sponsor logo prominently displayed on welcome banners at all entry gates
    3) Display of up to fifteen (15) SPONSOR-provided banners in prime area along flight line and ramp at locations to be determined by CCA

c. Hospitality
    1) General Admission passes valid for either day of AIRSHOW to be provided to all STEM Expo and other STEM program participants in addition to other community giveaways as agreed upon by SPONSOR and AIRSHOW
    2) Two Hundred (200) general admission passes valid for either day of AIRSHOW
    3) Thirty (30) Premium Venue chalet passes and Fifteen (15) VIP parking passes valid only for Saturday performance.
    4) Thirty (30) Premium Venue chalet passes and Fifteen (15) VIP parking passes valid only for Sunday performance.
    5) The City shall be provided fifty (50) tickets and exclusive viewing area if an additional performance day or night show event is added.
    6) Invitation to City Council members and City staff to engage with community members at educational programming and associated social events throughout the year with speaking opportunities when appropriate. City Council shall receive an invitation to serve in an official welcoming role at performer hospitality events.

d. Appreciation
    1) Ten (10) official AIRSHOW sponsor caps
    2) 100 (100) commemorative AIRSHOW posters
    3) Preshow access to official Airshow program (digital/online)
    4) Access link to online Airshow highlights gallery

In the event that SPONSOR fails to provide the final Sponsorship Payment on or before the deadline stated in Section 1 above, SPONSOR acknowledges and agrees that CAG will cease provision of the Brand Recognition effective on that date; SPONSOR shall not receive the On-Site Activation, Hospitality or Appreciation items listed hereinabove; and CAG shall have no further obligation to SPONSOR.

3. <u>Public Identification and Use of Logo</u>

All public identification of and reference to the AIRSHOW shall be in the following manner: “The California Capital Airshow”.

SPONSOR shall use only the official logo provided by CAG and only with the advance written approval of the CAG Executive Director.

4. Force Majeure

Sponsor acknowledges and understands that the successful presentation of an air show is dependent upon numerous factors such as weather, performer cancellation and public apathy, all of which are beyond the control of CAG, and CAG makes no warranty or guarantee, except as written in this Agreement, that SPONSOR will be entitled to the benefits set forth herein.

CAG shall not be liable or responsible for delays or failures in performance resulting from events beyond its reasonable control and without fault or negligence. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of third parties (except as otherwise specifically provided herein).

5. Term

The term of this Agreement shall commence upon signature by both parties and shall terminate on June 30, 2027.

6. Duplicate Counterparts

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

7. Notices

Any notice, demand, request, consent, or approval that either party may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

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

Capital Airshow Group:
Executive Director Capitol Airshow Group
10425 Norden Avenue
Mather, CA 95655

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

8. Compliance with Laws

CAG shall observe and comply with all applicable federal, State, and County laws, regulations, and ordinances in the performance of this Agreement.

9. Performance Standards

CAG shall perform the services, tasks, and functions described in section 4 of this Agreement in accordance with the industry and/or professional standards applicable to such services, tasks, and functions.

10. Termination

Either party may terminate this Agreement without cause by giving ninety (90) days written notice, which shall only be provided between March and April each year. Notice shall be deemed served on the date of mailing.

11. Entire Understanding

This Agreement contains the entire understanding by and between the parties hereto.

12. Authority to Execute

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

Capital Airshow Group	**City of Rancho Cordova**
Darcy Brewer Executive Director	Micah Runner City Manager
DATE:_____	DATE:_____

MEMORANDUM

ITEM 10.1.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Finance Manager

SUBJECT: **A RESOLUTION AUTHORIZING DELINQUENT RESIDENTIAL SOLID WASTE SERVICE CHARGES TO BE COLLECTED ON THE 2025-2026 PROPERTY TAX ROLL**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize delinquent residential solid waste service charges to be collected on the 2025-26 property tax roll.

BACKGROUND

The Collection Services Contract ("Contract"), between the City of Rancho Cordova and Republic Services, formerly Allied Waste Services, ("Republic"), for residential garbage collection and recycling, allows Republic to take any action legally available to collect past due amounts. Pursuant to Government Code Sections 38790.1 and 25831, one such action is for the city to assist Republic by placing the delinquent accounts on the property tax roll.

The city's Municipal Code allows for the property tax rolls to be utilized for collecting delinquent charges, but in order for the City to assist Republic, the City Council must approve two separate Resolutions prior to recording a tax levy for delinquent residential solid waste accounts. The first resolution, which was adopted by the Council on June 2, 2025, established the intent of the City Council to transfer delinquent residential solid waste accounts to the tax rolls, as well as setting a Public Hearing for July 7, 2025, at 5:30 p.m. to take comments and objections from the public regarding the transfer of delinquent residential solid waste accounts to the tax roll. At the conclusion of the Public Hearing today, the Council will be asked to adopt the second resolution titled "A Resolution of the City Council of the City of Rancho Cordova Authorizing Delinquent Residential Solid Waste Service Charges to be collected on the Property Tax Roll."

As of June 24, 2025, the total number of accounts with delinquent charges that have been identified to be transferred to the tax roll is 879, and a total amount of $482,999.16. The amount to be submitted to the County Auditor's Office for inclusion on the tax roll will be reduced by the number of current delinquent accounts that submit payment in the interim. Republic will provide the city with a final delinquency list immediately after the county levy submission on August 4, 2025, which will capture any last minute payments made to Republic.

The amount collected on the tax rolls may not reflect all of the total-to-date delinquent charges, since the delinquent solid waste levy may only legally include accounts that were delinquent at March 1, 2025.

Public Notification Process

As required by the Sacramento County Assessor's Office for the property tax lien process, Republic sent two letters to the property owners of delinquent solid waste accounts, one in May and the second in June. The letters requested payment of the account and advised that unpaid delinquent accounts would be included on a list and presented to the City Council at a Public Hearing on July 7, 2025, to be confirmed by Council resolution. The letter also informed the property owners that the confirmed delinquent accounts, together with a ten percent penalty and five percent administrative charge, would be placed on the County of Sacramento tax rolls to be collected with the property tax.

Property Tax (Levy) Collection Process

The Sacramento County Assessor's office places delinquent utility charges on the property tax rolls. Under the Property Tax Collection Process, the delinquent utility charges are placed on the property tax roll annually in August, collected by the county the following December and April, and remitted to the city in January and May. The city then processes a payment to Republic for the amount received from the County minus a city administrative cost.

FISCAL IMPACT AND FUNDING SOURCE

The city will receive a 10% administrative fee, based on the final balance transferred to the property tax roll, to cover the cost of administering the program.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING DELINQUENT RESIDENTIAL SOLID WASTE SERVICE CHARGES BE COLLECTED ON THE 2025-2026 PROPERTY TAX ROLL

WHEREAS, in 2017 the City of Rancho Cordova executed the Collection Services Contract with Allied Waste Services of North America, LLC, a subsidiary of Republic Services ("Republic") for the provision of residential solid waste collection and recycling services; and

WHEREAS, the Collection Services Contract requires Republic to bill residential solid waste accounts for garbage collection and recycling services; and

WHEREAS, pursuant to Government Code sections 38790.1 and 25831, the city may assist Republic in collection of past due accounts; and

WHEREAS, the property tax collection process has been used, by both the City of Rancho Cordova and County of Sacramento, for many years to collect delinquent utility charges; and

WHEREAS, Republic did, on the 2nd day of May, 2025, file with the City of Rancho Cordova a written report containing a description of each parcel of real property and the amount of the delinquent solid waste service charges proposed to be collected on the tax roll; and

WHEREAS, the City Council subsequently did, on the 2nd day of June, 2025, adopt a Resolution of Intention No. 48-2025 to order delinquent solid waste service charges and late penalties to be collected on the tax roll at the same time and in the same manner as the general tax levy for county purposes and to set a public hearing for such purpose; and

WHEREAS, the Clerk of said City Council has duly caused notice by publication in the time, form and manner provided by law, of the time when and the place where any and all persons having objections to the proposed collection should not be carried out; and

WHEREAS, this is the time and place set for hearing on said matter; and

WHEREAS, said City Council has received no objections or protests of any kind or nature against the proposed action or against the amount of such charges.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the delinquent solid waste service charges report provided by Republic, attached hereto as Exhibit A, is hereby adopted, confirmed, ratified and approved to be transferred to the county property tax rolls for collection.

BE IT FURTHER RESOLVED that Republic is hereby authorized and directed to delete from the report any and all delinquent accounts which are paid in full on or before the 1st day of August, 2025, the date when the Direct Levy data file must be received by the county.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Siri Pulipati, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
77762	JOSEPH LOUIS & MARQUEL FOSTER	10162	CRAWFORD WAY	SACRAMENTO	CA	95827-2461	$ 2,460.63
219130	TERRANCE R & AUDREY L JONES	3309	CAHILL CT	SACRAMENTO	CA	95827-2305	$ 2,132.56
127649	VIVEK SAWHNEY	3408	EGMONT WAY	SACRAMENTO	CA	95827-2705	$ 1,724.72
127650	VIVEK SAWHNEY	3408	EGMONT WAY	SACRAMENTO	CA	95827-2705	$ 1,724.72
35906	MICHELE SKINNER	8176	TALBOT WAY	CITRUS HEIGHTS	CA	95610-0858	$ 1,637.21
100392	CHRISTINA RODRIQUEZ	2252	EL CEJO CIR	RANCHO CORDOVA	CA	95670-3161	$ 1,340.24
222658	KRYSTAL WILLIAMS	3245	PEGASUS WAY	SACRAMENTO	CA	95827-2317	$ 1,316.84
27708	LEE & KARINE NORMAN	2005	MCGREGOR DR	RANCHO CORDOVA	CA	95670-2416	$ 1,304.68
181067	SCOTT WILLLIAMS	10816	BERWICK WAY	RANCHO CORDOVA	CA	95670-4936	$ 1,304.26
11939	RAY TOLENTINO	2271	ZINFANDEL DR	RANCHO CORDOVA	CA	95670-5138	$ 1,294.74
77760	JOSEPH LOUIS & MARQUEL FOSTER	10160	CRAWFORD WAY	SACRAMENTO	CA	95827-2461	$ 1,290.83
189910	WAYNE MONTOYA	10413	BUENA PLAZA CIR	RANCHO CORDOVA	CA	95670-5403	$ 1,281.23
349800	BETH A SAMMS	10006	CIRRUS WAY	SACRAMENTO	CA	95827-2923	$ 1,264.15
82296	ADRIENNE & ROCKY CARIVEAU	2480	QUEENWOOD DR	RANCHO CORDOVA	CA	95670-5109	$ 1,259.08
35768	MICHAEL & JOANN SANDERS	2653	ARAMON DR	RANCHO CORDOVA	CA	95670-3745	$ 1,236.25
108820	MICHAEL GREEN	10745	PORTICO CIR	RANCHO CORDOVA	CA	95670	$ 1,220.08
551892	DENISE LEMONS	10044	CRIMORA CT	SACRAMENTO	CA	95827-2946	$ 1,219.83
64223	ANGELA & JOSEPH RIGDON	10079	KERN RIVER CT	RANCHO CORDOVA	CA	95670-2711	$ 1,212.72
99464	JAJUAN HUNTER/KIMBERLY JACKSON	3304	CHERTSEY CT	SACRAMENTO	CA	95827-2308	$ 1,177.04
54014	SHEREEN AFRICA	7624	FARMGATE WAY	CITRUS HEIGHTS	CA	95610-6702	$ 1,170.68
612312	MARIBEL TREJO	2628	RIBIER WAY	RANCHO CORDOVA	CA	95670-3716	$ 1,148.69
118220	JAMES AND EILEEN DIXON	12189	PAINT HORSE CT	R	CA	95670	$ 1,147.55
148247	BROOKE KENT	2406	CARIEL CT	RANCHO CORDOVA	CA	95670-4924	$ 1,145.66
638699	CHRIS ALLEY	3337	BROLIO CT	RANCHO CORDOVA	CA	95670-6952	$ 1,126.66
211417	LINDA A HALLBERG	4009	KNOTS ST	ROSEVILLE	CA	95747-4137	$ 1,116.86
42941	ROBERT & AMBER YOUNG	2505	ANGIE WAY	RANCHO CORDOVA	CA	95670-4929	$ 1,106.47
71846	WESLEY CALDWELL	1000	STONECREST DR	ANTIOCH	CA	94531-8009	$ 1,089.51
205928	KAREN LOSER LUXTON	10522	SILVERWOOD WAY	RANCHO CORDOVA	CA	95670-5519	$ 1,086.65
34084	MICHAEL W & DEE A MENZEL	10306	NEWTON WAY	RANCHO CORDOVA	CA	95670-2025	$ 1,075.17
217568	DIANE C RAFAEL	2229	W LA LOMA DR	RANCHO CORDOVA	CA	95670-3153	$ 1,071.11
210255	WILLIE A MARTIN	10010	BEXLEY DR	SACRAMENTO	CA	95827-2302	$ 1,065.95
204370	SCOTT HAYNES	4415	NIOBE CIR	RANCHO CORDOVA	CA	95742-8044	$ 1,063.96
67872	FRANCIS NELSON	3208	LAURELHURST DR	RANCHO CORDOVA	CA	95670-5815	$ 1,063.01
638648	DEMETRIUS BELLAMY	5050	LAGUNA BLVD	ELK GROVE	CA	95758-4193	$ 1,044.60
556663	BETTY KRAUS	2274	LA GRAMA DR	RANCHO CORDOVA	CA	95670-3155	$ 1,044.10
136035	DOUGLAS L BARNARD	7807	UPLANDS WAY	CITRUS HEIGHTS	CA	95610-7500	$ 1,043.35
51048	JAMES V ATKINS	2013	MARYVALE WAY	RANCHO CORDOVA	CA	95670-2414	$ 1,042.98
77780	TELISA S LEAVY	3369	HARTSELLE WAY	SACRAMENTO	CA	95827-2449	$ 1,042.61
112493	KAY VIGNA	2117	RED BROOK WAY	RANCHO CORDOVA	CA	95670-2220	$ 1,041.54
136109	ANNE H MATTHEWS	2541	FURMINT WAY	RANCHO CORDOVA	CA	95670-3619	$ 1,038.55
127886	RICHARD AL GIVENS	10641	COLOMA RD	RANCHO CORDOVA	CA	95670-3938	$ 1,038.04
9479	RICHARD PATTERSON	4224	TOPAZ VALLEY WAY	RANCHO CORDOVA	CA	95742-8023	$ 1,038.04
558433	EBONY ALLEN	3059	EXPLORER DR	SACRAMENTO	CA	95827-2718	$ 1,037.96
549766	TERRY FORTNER	2117	DANBURY WAY	RANCHO CORDOVA	CA	95670-2206	$ 1,037.59
395027	JOHN BALBUENA	3451	MISTY MORNING CIR	SACRAMENTO	CA	95827	$ 1,037.16
29493	WILLIAM F FECHER JR	2344	ROSADO WAY	RANCHO CORDOVA	CA	95670-5232	$ 1,036.87
21163	THELMA CASH	6971	MITCHLEN CT	SLOUGHHOUSE	CA	95683-9600	$ 1,036.48
585867	JAMES CANNON	10981	PELARA WAY	RANCHO CORDOVA	CA	95670-6911	$ 1,035.75
66057	GERARDO PEREZ	10282	CROYDON WAY	RANCHO CORDOVA	CA	95670-5312	$ 1,031.93
53119	BRIDGET T GOMEZ	2904	WESTON WAY	RANCHO CORDOVA	CA	95670-5525	$ 1,031.11
57470	STANLEY R WILLIAMS	10632	COLISEUM WAY	RANCHO CORDOVA	CA	95670-2407	$ 1,029.92
14857	AMY LEUGERS & ERIC WORRELL	5317	DUSTY ROSE WAY	RANCHO CORDOVA	CA	95742-8124	$ 1,028.04
71747	BRIE M BENNETT	11012	COBBLESTONE DR	RANCHO CORDOVA	CA	95670-4231	$ 1,026.82
82421	REBECCA KRAMER	3351	TUALATIN WAY	RANCHO CORDOVA	CA	95670-6957	$ 1,026.59
46332	MILAN & JACQUELINE ALNAS	1641	MADRID ST	SALINAS	CA	93906-8432	$ 1,024.36

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City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
80988	KLS 2014 TRUST	8371	CARRICK CT	CITRUS HEIGHTS	CA	95610-3311	$ 1,023.57
579783	TINA MANNING	3230	HOGARTH DR	SACRAMENTO	CA	95827-2357	$ 1,022.83
250770	LORI MEJIA	3117	CHETTENHAM DR	RANCHO CORDOVA	CA	95670-5708	$ 1,022.32
398065	JOSE CHAVEZ	2980	WINCHESTER DR	RESCUE	CA	95672-9374	$ 1,020.83
60653	JAMI N GORDON	9921	REDSTONE DR	SACRAMENTO	CA	95827-3501	$ 1,020.67
71554	KRISHNAPPA BANGALORE	11058	INTERNATIONAL DR	RANCHO CORDOVA	CA	95670-8005	$ 1,016.15
142229	BETTY J SMITH	2638	CHASSELLA WAY	RANCHO CORDOVA	CA	95670-4833	$ 1,012.75
27605	ALISON BAKER	3633	MADDIEWOOD CIR	SACRAMENTO	CA	95827-3066	$ 1,012.09
4668	PATTY BARBA	3017	PORTSMOUTH DR	RANCHO CORDOVA	CA	95670-5320	$ 1,007.22
432331	GLENN AND LEANN RAE OSBORNE	2911	PLATINUM CT	RANCHO CORDOVA	CA	95670-5625	$ 1,005.62
34459	ALLEN SCARBROUGH	2418	EL BURLON CIR	RANCHO CORDOVA	CA	95670-3116	$ 1,004.74
392370	TOPORISTE GHERGHINA	2140	KLAMATH RIVER DR	RANCHO CORDOVA	CA	95670-2929	$ 1,003.97
21050	CARLOS & LEA HERNANDEZ	2620	SARDA WAY	RANCHO CORDOVA	CA	95670-3722	$ 1,001.40
52281	LETICIA MADAN	4831	AZALEA PARK WAY	RANCHO CORDOVA	CA	95742-8181	$ 999.37
154228	ERNEST J LUJAN	10906	ANZA WAY	RANCHO CORDOVA	CA	95670-4102	$ 994.06
45387	DOUGLAS PARKER	2610	BARBERA WAY	RANCHO CORDOVA	CA	95670-3706	$ 993.81
137	JOSEPH DEMITRO	11800	SLATE FALLS WAY	RANCHO CORDOVA	CA	95742-8017	$ 987.82
564844	JOSEPH F DUMONT	2672	ELLENBROOK DR	RANCHO CORDOVA	CA	95670-3541	$ 986.83
22680	AMANDA CARTER KING	10934	KELLY RYAN CT	RANCHO CORDOVA	CA	95670-5103	$ 984.83
64166	DEREK POINTER	3366	ROUTIER RD	SACRAMENTO	CA	95827	$ 984.81
252732	HARVEY RAY MONTGOMERY	10225	COUNTRYSIDE WAY	SACRAMENTO	CA	95827-2465	$ 978.88
58613	SAMANTHA REDSTONE	2953	HUNT DR	RANCHO CORDOVA	CA	95670-5613	$ 977.30
362920	DAWNIELL KELSCHLL	10223	MALAGA WAY	RANCHO CORDOVA	CA	95670	$ 971.45
100409	JASMINE & MARCUS FLETCHER	4340	HARTLAND WAY	RANCHO CORDOVA	CA	95742-8082	$ 969.00
41924	TRUJILLO FAMILY TRUST	2621	TIERRA GRANDE CIR	SACRAMENTO	CA	95827-1412	$ 962.81
30497	MATTHEW LAWRANCE	2411	ARAMON DR	RANCHO CORDOVA	CA	95670-3855	$ 961.25
67955	JENNIFER CARTER	10009	CRISTO DR	SACRAMENTO	CA	95829-8132	$ 961.25
130445	ANDRADE FAMILY TRUST	2931	SHAWN WAY	RANCHO CORDOVA	CA	95670-5436	$ 956.21
86022	CHRIS REDMON/MARIA REDMON	2292	EL CEJO CIR	RANCHO CORDOVA	CA	95670-3160	$ 952.61
49911	SUZZETTE LAWSON	12065	PERICLES DR	RANCHO CORDOVA	CA	95742-8079	$ 950.50
109005	EMILIO AVEYTUA	9912	ZION WAY	SACRAMENTO	CA	95827-2943	$ 949.97
15202	PETER PARRENAS	5412	JADE SPRINGS WAY	RANCHO CORDOVA	CA	95742-8133	$ 930.09
58806	KYLE & KAELI DEANNA	2560	RIBIER WAY	RANCHO CORDOVA	CA	95670-3714	$ 925.97
156626	GREGORY SC ELZEA	11117	GINGERWOOD WAY	RANCHO CORDOVA	CA	95670-5254	$ 917.18
219693	ROBERT M & SHEILA R HOLLEY	9837	WINTERWOOD WAY	SACRAMENTO	CA	95827-2826	$ 915.89
32558	PATRICIA & JAMES CRISSEY	1750	PRAIRIE CITY RD	FOLSOM	CA	95630-9595	$ 913.23
74149	DAVID & MONICA HUIZAR	4077	BIG MEADOW WAY	RANCHO CORDOVA	CA	95742-7741	$ 911.66
518043	ABGAR SARKISIAN	2248	BENITA DR	RANCHO CORDOVA	CA	95670-4009	$ 909.48
55718	RANDALL OGANS	5521	MOSSY STONE WAY	RANCHO CORDOVA	CA	95742-8184	$ 906.30
99618	NICOLE KENNEDY	2908	HUNT DR	RANCHO CORDOVA	CA	95670-5614	$ 905.44
73793	JAMES DAVIS II	3609	MADDIEWOOD CIR	SACRAMENTO	CA	95827-3066	$ 904.15
109356	JENNIFER BUERGLER	12330	CANYONLANDS DR	RANCHO CORDOVA	CA	95742-7709	$ 900.52
82733	ENRIQUE & KIMBERLY A OCHOA	2551	MOSCANO WAY	RANCHO CORDOVA	CA	95670-3820	$ 899.09
35446	SHARON CEBRIAN	2320	CANO CT	RANCHO CORDOVA	CA	95670-3916	$ 895.90
120289	ALTAF SARKER/MAHBOBA SULTANA	12138	ALAMOSA DR	RANCHO CORDOVA	CA	95742-6784	$ 892.75
95707	LISA & RON SEWARD	12719	EVANSTON WAY	RANCHO CORDOVA	CA	95742-7803	$ 892.01
124534	JOSE DIAZ-BUTTLER	2636	ENSENADA WAY	SACRAMENTO	CA	95815-2342	$ 891.96
118651	MARIA LOPEZ AND MARK WITTKOPP	2308	ROSADO WAY	RANCHO CORDOVA	CA	95670-5232	$ 886.04
96009	DEJAUNA & STEVEN HAYES	10540	COLOMA RD	RANCHO CORDOVA	CA	95670-2325	$ 885.39
105244	JULIO BETANCOURT	10704	BECLAN DR	RANCHO CORDOVA	CA	95670-4922	$ 883.52
38102	KUNJIAN LI	10575	PINOT WAY	RANCHO CORDOVA	CA	95670-3824	$ 882.03
360099	RUZANNA KARAPETYAN	10538	SILVERWOOD WAY	RANCHO CORDOVA	CA	95670-5532	$ 873.29
121912	MELVIN LIEU	2320	ZINFANDEL DR	RANCHO CORDOVA	CA	95670-4926	$ 868.37
109134	ELIZABETH & MERVIN SERVIANO	2461	QUEENWOOD DR	RANCHO CORDOVA	CA	95670-5108	$ 866.05
96570	ERNESTO VELAZQUEZ	4819	COPPER SUNSET Way	Rancho Cordova	CA	95742-7796	$ 863.19

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as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
98448	MARY B GRINNER	3265	OSELOT WAY	RANCHO CORDOVA	CA	95670-6982	$ 862.88
398518	DIANE DELLAMAGGIORE	10873	PAIUTE WAY	RANCHO CORDOVA	CA	95670	$ 860.84
108681	PETROS TRUNYAN	10701	LUELLA CT	RANCHO CORDOVA	CA	95670-2413	$ 858.10
53897	PEDRO & LUPE TROCHE	5026	MOSSY STONE WAY	RANCHO CORDOVA	CA	95742-8186	$ 854.82
120580	ERIC LEYNES	10445	ABBOTTFORD WAY	RANCHO CORDOVA	CA	95670-5801	$ 854.77
124937	RICK MCGREEVY	10073	FRASER RIVER CT	RANCHO CORDOVA	CA	95670-2706	$ 847.72
107083	STEWART GREGORY/STEWART SOPHI	2469	EL BURLON CIR	RANCHO CORDOVA	CA	95670-3115	$ 845.94
6733	JAGJIT KANG	4441	SOPHISTRY DR	RANCHO CORDOVA	CA	95742-8073	$ 844.32
112396	PHILLIP & MARCELLENE DERBIGNY	11852	PYXIS CIR	RANCHO CORDOVA	CA	95742-8056	$ 839.16
65537	GABRIEL AMBRIZ	2216	TRAILS CT	RANCHO CORDOVA	CA	95670-2236	$ 839.10
228621	JOHN V PALMER	2636	DAWES ST	RANCHO CORDOVA	CA	95670-3504	$ 836.43
45654	TIM BAILEY	10485	SIERRA CREST DR	RANCHO CORDOVA	CA	95670-5862	$ 834.44
210032	SUSAN SELJUK	3345	CHISWELL WAY	SACRAMENTO	CA	95827-2309	$ 834.37
112275	MALHAR AND KUMUDINI P JOSHI	12816	MONTBROOK WAY	RANCHO CORDOVA	CA	95742-6769	$ 826.92
64734	VETERANS ADMN	9975	OLD PLACERVILLE RD	SACRAMENTO	CA	95827-3531	$ 825.86
100184	MICHAEL CLARK TRUST	204	COSKY DR	MARINA	CA	93933-2308	$ 823.30
346135	KRISTIE ROOT	3328	FELTHAM WAY	SACRAMENTO	CA	95827-2314	$ 821.89
35641	JUDITH M REYNEN	10630	MATHER BLVD	MATHER	CA	95655-4125	$ 820.13
129318	TIGRAN MARIKIAN	200	S LEXINGTON DR	FOLSOM	CA	95630-7018	$ 819.19
21708	WAHIDA TANIA	3285	OSELOT WAY	RANCHO CORDOVA	CA	95670-6982	$ 818.41
122158	ROMEO M PALMA	7729	MUIRWOOD WAY	CITRUS HEIGHTS	CA	95610-4518	$ 816.59
44391	THOMAS SHARP	7364	FALLWOOD WAY	CITRUS HEIGHTS	CA	95621-1313	$ 816.59
34486	KARLEN NALBANDYAN	10717	CAMPANA WAY	RANCHO CORDOVA	CA	95670-3915	$ 814.84
137379	ASSET INVESTMENT MANAGERS INC	10512	MALAGA WAY	RANCHO CORDOVA	CA	95670-3604	$ 808.97
122811	DAWNIKA T Y SCHENCK	3300	NUT PLAINS DR	SACRAMENTO	CA	95827-2441	$ 806.85
13702	AGNES SUMAGIT	3017	SUBARU CT	SACRAMENTO	CA	95826-4221	$ 806.54
121937	THULASIP GOALLA	12817	SCHOLARLY WAY	RANCHO CORDOVA	CA	95742-6927	$ 803.94
114743	LANI JONES	10511	GEORGETOWN DR	RANCHO CORDOVA	CA	95670-2250	$ 803.24
40540	SHAIREEN SHAH	4398	MALANA WAY	RANCHO CORDOVA	CA	95742-8059	$ 799.28
2890	JOHN & MARY E MCCANTS	2118	STARRLYN WAY	RANCHO CORDOVA	CA	95670-2234	$ 798.12
106794	SHEETAL LAL	3436	VERDECA WAY	RANCHO CORDOVA	CA	95670	$ 796.25
203241	RAED S AWABDEH	10504	GLENVIEW WAY	RANCHO CORDOVA	CA	95670-5511	$ 795.19
436343	SENGPHET PHIMMASENE	3200	SATURN DR	SACRAMENTO	CA	95827-2324	$ 794.63
68566	STEVEN R & LAURA A BERRY	10439	ABBOTTFORD WAY	RANCHO CORDOVA	CA	95670-5801	$ 794.41
109148	CHRISTINA GRIFFITH	11953	MONTRON WAY	RANCHO CORDOVA	CA	95742-8242	$ 793.45
252691	ARBIN C KUMAR	3390	OTTER CT	HAYWARD	CA	94542-2616	$ 792.36
79314	TONY & CINDY ZEPEDA	10718	SEGOVIA WAY	RANCHO CORDOVA	CA	95670-4006	$ 791.57
92501	BING PING GAN	2548	QUEENWOOD DR	RANCHO CORDOVA	CA	95670-5111	$ 789.39
208802	BONNIE ATKINSON	10024	VANGUARD DR	SACRAMENTO	CA	95827-2329	$ 788.20
123703	CORNELIA DOSTY	11761	AZALEA GARDEN WAY	RANCHO CORDOVA	CA	95742-8047	$ 788.14
40163	KELLY LINN	2608	MORETTO CT	RANCHO CORDOVA	CA	95670-3625	$ 787.91
28015	FRANKIE LY SINGH	10013	NEBULA WAY	SACRAMENTO	CA	95827-2933	$ 786.23
500321	BADIE BAHRAM	0	PO BOX 661471	SACRAMENTO	CA	95866-1471	$ 786.04
127983	RICHARD A GIVENS	10641	COLOMA RD	RANCHO CORDOVA	CA	95670-3938	$ 785.50
4178	BENJAMIN AVILA	12212	CONSERVANCY WAY	RANCHO CORDOVA	CA	95742-7763	$ 785.43
9857	GARRET CHERI RANDALL	10080	BISCANEWOODS WAY	SACRAMENTO	CA	95827-2331	$ 785.43
11661	ERIN PLETCHER	2621	LA LOMA DR	RANCHO CORDOVA	CA	95670-3304	$ 785.43
17023	DARLENE M GRAY	2021	E 22ND ST	OAKLAND	CA	94606-4118	$ 785.43
75119	GRADY DILLENBURG	10154	DE SOTO WAY	SACRAMENTO	CA	95827-2404	$ 785.43
75127	JUDY DILLENBURG	10154	DE SOTO WAY	SACRAMENTO	CA	95827-2404	$ 785.43
96306	EDWARD REGAN	3300	OSELOT WAY	RANCHO CORDOVA	CA	95670-6979	$ 785.43
100690	KIM GIVENS	0	PO BOX 266	RANCHO CORDOVA	CA	95741-0266	$ 785.43
106514	JOHN TENEYUCA	11008	WABASH RIVER CT	RANCHO CORDOVA	CA	95670-2728	$ 785.43
166041	JAMIE MACH	8921	BEDFORD AVE	FAIR OAKS	CA	95628-4026	$ 785.43
191268	ROBERT CHA EDWARDS	2371	CORDOVA LN	RANCHO CORDOVA	CA	95670-3917	$ 785.43

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215111	MICHAEL OFFIAH	4228	TOPAZ VALLEY WAY	RANCHO CORDOVA	CA	95742-8023	$ 785.43
238615	PATRICIA M SMITH	10119	MALAGA WAY	RANCHO CORDOVA	CA	95670-3311	$ 785.43
246950	JERRYLN BURGESS	10434	REYMOUTH AVE	RANCHO CORDOVA	CA	95670-5817	$ 785.43
343320	NANCY L GRAHAM	0	PO BOX 578	RANCHO CORDOVA	CA	95741-0578	$ 785.43
362842	GREGORY CAMPION	2404	NEGRARA WAY	RANCHO CORDOVA	CA	95670-3823	$ 785.43
528691	CHRIS THOMAS	2321	MCGREGOR DR	RANCHO CORDOVA	CA	95670-3926	$ 785.43
548482	BADIE BAHRAM	0	PO BOX 661471	SACRAMENTO	CA	95866-1471	$ 785.43
597644	JAIME MIRANDA	2606	BETSY WAY	RANCHO CORDOVA	CA	95670-4940	$ 785.43
601836	JENNIFER BOTTIMORE	2512	TORMOLO WAY	RANCHO CORDOVA	CA	95670-3631	$ 785.43
28099	JAMICA F THOMAS	3423	JUPITER DR	SACRAMENTO	CA	95827-2965	$ 785.36
112419	COLLEEN AND MICHAEL VILLA	10455	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2279	$ 785.36
25285	SANDRA KAY ANDERSON	2572	LA CUMBRA CIR	RANCHO CORDOVA	CA	95670-3456	$ 785.24
405037	MARIO LOPEZ	10005	VANGUARD DR	SACRAMENTO	CA	95827-2328	$ 785.17
231333	CASTULO MA ROBLES	10213	COLOMA RD	RANCHO CORDOVA	CA	95670-3605	$ 785.15
239765	LISA ANDERSON & LORIA MARTIN	3073	SWANSEA WAY	RANCHO CORDOVA	CA	95670-5349	$ 785.15
55661	THI DO	11838	HERODIAN DR	RANCHO CORDOVA	CA	95742-8000	$ 785.05
14547	NICHOLAS JOHNSON	11790	DIONYSUS WAY	RANCHO CORDOVA	CA	95742-8041	$ 784.98
25261	ALEXANDER ILYUSHIN	11041	FIORE DR	RANCHO CORDOVA	CA	95670-6945	$ 784.92
347365	JACOB ROSEN	2605	PALO VISTA WAY	RANCHO CORDOVA	CA	95670-3428	$ 784.92
40069	STEWART A JUDSON	10058	KERN RIVER CT	RANCHO CORDOVA	CA	95670-2712	$ 784.76
154536	TROY J MARILAO	2339	SONATA DR	RANCHO CORDOVA	CA	95670-5246	$ 784.65
61070	ESTANISLAO GODINEZ	5005	COPPER SUNSET WAY	RANCHO CORDOVA	CA	95742-7797	$ 784.59
224402	LYDIA V MAURITS	9933	BEXLEY DR	SACRAMENTO	CA	95827-2333	$ 784.59
99469	KEVIN & RICHELLE HOVER	11858	FIRE AGATE WAY	RANCHO CORDOVA	CA	95742-8068	$ 784.51
62789	STACEY A BASE	10467	ABBOTTFORD WAY	RANCHO CORDOVA	CA	95670-5801	$ 784.47
4717	BILLY BARNES	2015	ZINFANDEL DR	RANCHO CORDOVA	CA	95670-4201	$ 784.42
63707	ARBIN KUMAR	7593	SANGIOVESE DR	EL DORADO HILLS	CA	95762-7727	$ 784.38
63708	ARBIN KUMAR	7593	SANGIOVESE DR	EL DORADO HILLS	CA	95762-7727	$ 784.38
153397	KALATRI M CAISE	2325	PINTURO WAY	RANCHO CORDOVA	CA	95670-5229	$ 784.30
42231	TIFFANY BAKER	5448	COPPER SUNSET WAY	RANCHO CORDOVA	CA	95742-8162	$ 784.01
605263	SUZANNE GEORGE	9849	CULP WAY	SACRAMENTO	CA	95827-3515	$ 783.64
95064	BENNIE ROBINSON JR	10263	ELLENWOOD AVE	SACRAMENTO	CA	95827-3004	$ 782.85
70162	KELLY DRISKELL	10579	RAGTIME CIR	RANCHO CORDOVA	CA	95670-7331	$ 782.79
545589	PEGGY COLEMAN	0	PO BOX 277591	SACRAMENTO	CA	95827-7591	$ 782.56
51895	BENJAMIN JOHNSON & JOHN DAY	3366	GLENMOOR DR	SACRAMENTO	CA	95827-2437	$ 782.31
125337	BRIAN REESE & NAYZETH NAVA	10212	GOINYOUR WAY	SACRAMENTO	CA	95827-2445	$ 782.02
64779	LAURIE SMITH & BARBARA SCHERER	9923	OLD PLACERVILLE RD	SACRAMENTO	CA	95827-3531	$ 781.94
28439	MAISHA L WEARY	3549	GEMINI WAY	SACRAMENTO	CA	95827	$ 781.90
226697	JAMES M KRAUS	15265	WINCHESTER BLVD	LOS GATOS	CA	95030-2359	$ 781.69
71840	ALYA ALNASSIRY	10115	MALAGA WAY	RANCHO CORDOVA	CA	95670-3311	$ 781.16
30170	TIFFANY AUBEL	2609	LUVETA WAY	RANCHO CORDOVA	CA	95670-4914	$ 781.06
34943	ALBERT E GILDING JR	3028	PORTSMOUTH DR	RANCHO CORDOVA	CA	95670-5321	$ 779.90
85109	LACEY JOHNSON/MARK ENDO	3260	GOULD WAY	SACRAMENTO	CA	95827-2422	$ 779.90
65230	ANGELA LEE	2616	VERDELLO WAY	RANCHO CORDOVA	CA	95670-3614	$ 779.76
22192	FRANKE WAROUW	5405	CRYSTAL COVE DR	RANCHO CORDOVA	CA	95742-8136	$ 779.64
68574	SHANE ENGSTROM	10842	WALNUTWOOD WAY	RANCHO CORDOVA	CA	95670-5143	$ 779.56
142122	JOHN MCCANTS	2118	STARRLYN WAY	RANCHO CORDOVA	CA	95670-2234	$ 779.48
48007	HUGO ROJAS & OLGA O NUNEZ	2514	AUGIBI WAY	RANCHO CORDOVA	CA	95670-3616	$ 778.95
34449	SHALAINE REDDIC	11204	CEDAR RIVER CT	RANCHO CORDOVA	CA	95670-2902	$ 778.87
116386	JOHN KEVIN MCCANTS	2118	STARRLYN WAY	RANCHO CORDOVA	CA	95670-2234	$ 778.37
13556	KAY WILSON	3143	RUSHALL CT	RANCHO CORDOVA	CA	95670-6270	$ 778.31
114494	CHRISTINA LAXTON	2117	FARNSWORTH WAY	RANCHO CORDOVA	CA	95670-2214	$ 778.19
38649	YURI ZHUKOV & NINA TIMOFEYEVA	3242	FOLKLORE WAY	SACRAMENTO	CA	95827-2431	$ 777.69
20331	YONG O LEE	2652	ARAMON DR	RANCHO CORDOVA	CA	95670-3744	$ 777.62
29935	LEJANI LIM-MACILRAITH	11817	CORINO WAY	RANCHO CORDOVA	CA	95742-8034	$ 776.78

ATTACHMENT 2
Exhibit A to the Resolution

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
90957	NITA & ROWENA BOUTWELL	2719	MENDONCA DR	RANCHO CORDOVA	CA	95670-4818	$ 776.78
219782	MICHAEL R ANDREW	9820	CRIMSONWOOD WAY	SACRAMENTO	CA	95827-2807	$ 776.01
123874	DAVID D DE LA CRUZ	10454	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2273	$ 775.16
89627	ALFRED AND YVONNE DOMINGUEZ	4030	MACKERRICHER WAY	RANCHO CORDOVA	CA	95742-6732	$ 774.10
546425	EMILIO & GUADALUPE RAMIREZ	9461	TWIN LAKES AVE	ORANGEVALE	CA	95662-5422	$ 773.09
469510	RUTHUS W & SHIRLEY A WHITE	3456	MISTY MORNING CIR	SACRAMENTO	CA	95827-3052	$ 772.52
128726	MARIO LA SCHIAZZA	2325	RUDAT CIR	RANCHO CORDOVA	CA	95670-3929	$ 771.33
8335	REBECCA & ROGER HORNER	3417	COMET CT	SACRAMENTO	CA	95827-2924	$ 770.62
45603	TIM BAILEY	10485	SIERRA CREST DR	RANCHO CORDOVA	CA	95670-5862	$ 770.21
235873	MITSUE BETZ	2424	EL CHICO CIR	RANCHO CORDOVA	CA	95670-3124	$ 768.89
82008	ALEXANDRA & SHERRI BENSON	10229	LOS PALOS DR	RANCHO CORDOVA	CA	95670-3425	$ 768.18
71830	WESLEY CALDWELL	1000	STONECREST DR	ANTIOCH	CA	94531-8009	$ 767.04
69600	NORMA ORTIZ & MARIA GARCIA	1529	36TH ST	SACRAMENTO	CA	95816-6608	$ 766.81
69603	NORMA ORTIZ & MARIA GARCIA	1529	36TH ST	SACRAMENTO	CA	95816-6608	$ 766.81
568673	KAREN J & DOUGLAS LEARDINI	9910	PALM GROVE DR	SACRAMENTO	CA	95827-3533	$ 766.16
62373	AULAH M BOSTICK	3332	GOULD WAY	SACRAMENTO	CA	95827-2458	$ 766.15
191027	JOSEPH CHR GARCIA	10686	AUDUBON WAY	RANCHO CORDOVA	CA	95670-3942	$ 765.84
528190	ROB CLARK	3153	EXPLORER DR	SACRAMENTO	CA	95827-2831	$ 765.74
117760	LUSINE ALEKSANYAN AND POGOS	12770	BLUEBLANC WAY	RANCHO CORDOVA	CA	95742-6745	$ 765.38
636638	LAURA LI	2609	DAWES ST	RANCHO CORDOVA	CA	95670-3503	$ 764.16
220894	MONICA PEREZ	11065	FOLSOM BLVD	RANCHO CORDOVA	CA	95670-6101	$ 763.75
37753	TROY BACCUS	1448	KLAMATH RIVER DR	RANCHO CORDOVA	CA	95670-2844	$ 762.96
36845	BRYAN NAGLE	15293	MURIETA SOUTH PKWY	RANCHO MURIETA	CA	95683-9110	$ 762.96
39443	GULFSTREAM PORTFOLIO MGMT LLC	2030	VAN NUYS WAY	RANCHO CORDOVA	CA	95670-2426	$ 762.84
61694	JAMEEL TAYYEB	9792	RED CEDAR CIR	SACRAMENTO	CA	95827-2815	$ 761.02
84591	GUSTAVO VILLANUEAVA	10645	BISCAY WAY	RANCHO CORDOVA	CA	95670-3959	$ 760.48
84122	SARA M MULLEN	2076	KELLOGG WAY	RANCHO CORDOVA	CA	95670-2451	$ 760.17
100648	ROBERT MCDONALDS	14	BINACA CT	SACRAMENTO	CA	95833-1136	$ 758.94
95283	SANTIAGO AREVALO	3557	GEMINI WAY	SACRAMENTO	CA	95827-2964	$ 758.43
114374	ERIC STEPHENS	3370	MARQUAM WAY	RANCHO CORDOVA	CA	95670-6958	$ 756.68
68457	QUANG T PHAM	11140	RHINE RIVER CT	RANCHO CORDOVA	CA	95670-	$ 756.50
108206	DAVID A MUNOZ	2238	PALMWOOD CT	RANCHO CORDOVA	CA	95670-2314	$ 755.84
58571	JUDITH SEPULVEDA	3336	HOGARTH DR	SACRAMENTO	CA	95827-2341	$ 755.61
31125	CHRISTINE MCVICKER	2713	CABERNET WAY	RANCHO CORDOVA	CA	95670-4811	$ 754.43
28212	JOHN ELLIS	10607	VIANI WAY	RANCHO CORDOVA	CA	95670-3934	$ 751.77
57072	ROBERTO & MARIZA ANDRADE	5021	HEATHER RANCH WAY	RANCHO CORDOVA	CA	95742-8179	$ 749.58
34168	MONICA SAFFOLD	11751	VILLAGE POND WAY	RANCHO CORDOVA	CA	95742-8027	$ 749.14
84218	JAMES FRANCE III/DAJEAN HORGER	2205	RIVER EDGE WAY	RANCHO CORDOVA	CA	95670-2226	$ 748.81
106767	AVILA JOSE R	2252	BENITA DR	RANCHO CORDOVA	CA	95670-4009	$ 748.33
226790	JOSEPH & ROBERTA CARCIONE	732	CROSSWAY RD	BURLINGAME	CA	94010-3705	$ 748.21
58128	NEAL & JENNIFER BECK	3429	CORBIN WAY	SACRAMENTO	CA	95827-2339	$ 747.76
224126	SONI JOHNSON	0	PO BOX 1351	ALAMEDA	CA	94501-0144	$ 746.14
32429	JOSEPH MANUKYAN	10515	SALTANA WAY	RANCHO CORDOVA	CA	95670-3626	$ 744.53
63789	JESSICA ARRIAGA	10044	NEBULA WAY	SACRAMENTO	CA	95827-2974	$ 744.25
66871	IRINA M PETRASHISHINA	6576	THALIA WAY	CITRUS HEIGHTS	CA	95621-5593	$ 743.20
121966	CREAM LLC	3516	GRANBY DR	SACRAMENTO	CA	95827-3523	$ 743.14
104508	HERSCHEL MEREDITH	11048	NEW RIVER CIR	RANCHO CORDOVA	CA	95670-2730	$ 742.68
102381	KRYSTAL & ERIK MURPHY	12842	GLASS BEACH DR	RANCHO CORDOVA	CA	95742-6757	$ 742.24
102862	MARGO FRANK	11110	CONCORD RIVER CT	RANCHO CORDOVA	CA	95670-2835	$ 740.49
34262	JOSEPH MANUKYAN	4125	ORZO CT	SACRAMENTO	CA	95826	$ 740.32
231789	ANDREW J GEORGI	10201	MALAGA WAY	RANCHO CORDOVA	CA	95670-3369	$ 740.32
239227	BENNIE M MANZANARES	10431	BLACKBURN WAY	RANCHO CORDOVA	CA	95670-5305	$ 739.86
91697	ELISA AND JEREMY SIMPSON	2978	JOERGER ST	RANCHO CORDOVA	CA	95670-5315	$ 734.17
219335	LARRY W RUSHING	3332	FELTHAM WAY	SACRAMENTO	CA	95827-2314	$ 733.48
108781	IRENE MORALES	10559	CATAWBA WAY	RANCHO CORDOVA	CA	95670-3707	$ 733.06

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

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6922	JOHN & STEPHANIE BROKAW	2606	CABERNET WAY	RANCHO CORDOVA	CA	95670-4810	$ 732.15
93488	NORMAN FUJIWARA	3807	IVAN WAY	RANCHO CORDOVA	CA	95742-6701	$ 729.96
96689	LIMIN TANG	3238	CORRELL WAY	RANCHO CORDOVA	CA	95670-8037	$ 728.72
122089	DTP PROPERTIES LLC	3536	GRANBY DR	SACRAMENTO	CA	95827-3523	$ 728.72
171686	SELENA BRUSUELAS	3974	IRON GATE WAY	RANCHO CORDOVA	CA	95742-8002	$ 728.16
106822	ELISABETH NIDOY	2353	CORDOVA LN	RANCHO CORDOVA	CA	95670-3917	$ 728.05
66022	JAMAL J MAULE	10840	BALLANTRAE WAY	RANCHO CORDOVA	CA	95670-4934	$ 727.55
52437	CHRISTOPHER CARTER	10009	CRISTO DR	SACRAMENTO	CA	95829-8132	$ 727.32
111045	HRIPSIME & DAVID MANUKYAN	2356	BYRD DR	RANCHO CORDOVA	CA	95670-3956	$ 725.03
159517	JOSEANNA LIM	4098	KALAMATA WAY	RANCHO CORDOVA	CA	95742-8004	$ 720.28
123223	WILLIAM R CHENG AND TONY Q LEE	12849	SCHOLARLY WAY	RANCHO CORDOVA	CA	95742-6927	$ 719.89
119217	SIG TEAM LLC	10660	BISCAY WAY	RANCHO CORDOVA	CA	95670-3958	$ 718.95
42385	CRYSTAL VARGAS	4182	BORDERLANDS DR	RANCHO CORDOVA	CA	95742-7752	$ 718.35
98705	RAPHAEL NATHAN	9951	LINCOLN VILLAGE DR	SACRAMENTO	CA	95827-2957	$ 718.34
20151	JOSHUA A DJUBEK	2202	ELMCREST LN	RANCHO CORDOVA	CA	95670-4208	$ 717.92
571925	ROBERT P CALLAHAN TRUST	2149	DANBURY WAY	RANCHO CORDOVA	CA	95670-2271	$ 716.12
91297	ISMAEL GUTIERREZ/ARACELI	2230	WHISTLER WAY	RANCHO CORDOVA	CA	95670-3906	$ 703.16
114571	MELISSA & JESUS BARAJAS	3020	MILLS PARK DR	RANCHO CORDOVA	CA	95670-5504	$ 702.57
23387	DALE MILLER	10669	BISCAY WAY	RANCHO CORDOVA	CA	95670-3959	$ 701.18
17218	MARSHA DEMAS	11895	AUTUMN SUNSET WAY	RANCHO CORDOVA	CA	95742-8009	$ 700.56
19575	MARCELL ALADO	9947	PALM GROVE DR	SACRAMENTO	CA	95827-3532	$ 700.56
90862	BRITTANY BELL	12748	CORDYLINE WAY	RANCHO CORDOVA	CA	95742-6725	$ 700.56
115855	MICHELE DROLETTE	2213	EL CEJO CIR	RANCHO CORDOVA	CA	95670-3121	$ 700.25
245128	GERTRUDE MITCHELL	10425	ABBOTTFORD WAY	RANCHO CORDOVA	CA	95670-5801	$ 695.66
111098	JEOVANY JIMENEZ	10361	CARDIFF WAY	RANCHO CORDOVA	CA	95670-5309	$ 691.47
249240	COURTNEY POLANI	4546	ALGERNON DR	SPRING	TX	77373-6789	$ 691.47
110574	MAURICE & LAKISHA MARTIN	2837	BLACK CORAL WAY	SACRAMENTO	CA	95827-1420	$ 686.99
9003	MARIA TERESA VIRGEN	2963	JOERGER ST	RANCHO CORDOVA	CA	95670-5314	$ 686.16
48722	STANLEY H BELL	10465	RUGBY CT	RANCHO CORDOVA	CA	95670-2231	$ 684.09
62265	HUGH & LUCILLE FULGHAM	10140	REBA CT	SACRAMENTO	CA	95827-2407	$ 684.09
85053	JYOTILA SINGH / TAPEESH KANSAL	0	3112 Mowbray Way	Rancho Cordova	CA	95670	$ 683.08
112067	CHERYL KEITH	2442	ARAMON DR	RANCHO CORDOVA	CA	95670-3852	$ 677.42
201910	SAMUEL REED	2947	EVADNA DR	RANCHO CORDOVA	CA	95670-5406	$ 676.20
69500	RICHARD ROBELLO	1321	HOWE AVE	SACRAMENTO	CA	95825-3365	$ 675.83
9173	ASIM SHAH	3317	NUT PLAINS DR	SACRAMENTO	CA	95827-2440	$ 675.06
118106	EDWARD CASS	11751	JUSTINIAN DR	RANCHO CORDOVA	CA	95742-8052	$ 673.47
77774	TANA J BUNDITRUTAVORN	3452	MISTY MORNING CIR	SACRAMENTO	CA	95827-3052	$ 670.94
124306	TIMOTHY GILBOY	12731	MONTBROOK WAY	RANCHO CORDOVA	CA	95742-6751	$ 669.65
36720	ERNESTO PAZ	2688	ELLENBROOK DR	RANCHO CORDOVA	CA	95670-3541	$ 667.55
137992	BOBBIE & THOMAS EASTON	2668	ARAMON DR	RANCHO CORDOVA	CA	95670-3744	$ 667.55
199762	CRAIG DONALD NORTHAM	2427	STOKEWOOD WAY	RANCHO CORDOVA	CA	95670-5249	$ 666.89
94170	JOHN IACONO	2236	MAXINE WAY	RANCHO CORDOVA	CA	95670-2019	$ 664.77
108634	RANVIR & KAMARJIT SINGH	12031	ERATO CIR	RANCHO CORDOVA	CA	95742-8087	$ 663.73
531939	DAVID GIN	10706	BASIE WAY	RANCHO CORDOVA	CA	95670-7317	$ 663.70
53230	LOURDES NABABAN	3557	MADDIEWOOD CIR	SACRAMENTO	CA	95827-3067	$ 663.57
114347	TOSHIKO CONNER	0	PO BOX 8531	CITRUS HEIGHTS	CA	95621-8531	$ 663.45
609211	TERESA MCTERNAN	3409	NOBLESSA WAY	RANCHO CORDOVA	CA	95670-6931	$ 663.39
58612	WESLEY P WEIGLE	9833	CRIMSONWOOD WAY	SACRAMENTO	CA	95827-2806	$ 663.34
585392	LUCY TURNER	2254	PALMWOOD CT	RANCHO CORDOVA	CA	95670-2314	$ 662.29
4693	JOHN E SPENCER JR	2909	GWENDOLYN WAY	RANCHO CORDOVA	CA	95670-5611	$ 661.72
121826	ESSONO F EKALE	11762	ARETE WAY	RANCHO CORDOVA	CA	95742-8045	$ 660.95
209482	JOHN E KURAKO & SPENCER KURAKO	2916	CALLE DEL SOL WAY	RANCHO CORDOVA	CA	95670-3508	$ 660.53
239209	CRYSTAL NEAL-CORNELIUS &	3024	BLACKPOOL WAY	RANCHO CORDOVA	CA	95670-5308	$ 658.97
120495	JUANITA AND ALFONSO DOMINGUEZ	10490	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2272	$ 657.86
227147	ERIC MORRISON	10252	LOS PALOS DR	RANCHO CORDOVA	CA	95670-3442	$ 657.49

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535025	MELISSA WARDELL	10637	BASIE WAY	RANCHO CORDOVA	CA	95670-7315	$ 657.14
62274	HUGH & LUCILLE FULGHAM	10140	REBA CT	SACRAMENTO	CA	95827-2407	$ 656.77
65631	FLORENTINA URIE	0	PO BOX 366	RANCHO CORDOVA	CA	95741-0366	$ 655.36
17100	RICHARD F VANDAGRIFF JR	10431	MALAGA WAY	RANCHO CORDOVA	CA	95670-3649	$ 655.09
92021	ROBERT SHARRATT JR	3205	HOGARTH DR	SACRAMENTO	CA	95827-2345	$ 654.59
48574	TONY GIVANGIS	11833	EVERDELL WAY	RANCHO CORDOVA	CA	95742-8100	$ 653.32
92269	JULIA JOHNSON	2704	LA VERTA CT	RANCHO CORDOVA	CA	95670-3309	$ 653.30
193558	TRUST OF PAUR	2203	KIMWOOD LN	RANCHO CORDOVA	CA	95670-4209	$ 652.52
93725	DOLORES CHENEY	10194	ROCKINGHAM DR	SACRAMENTO	CA	95827-2451	$ 652.52
213785	DEHUA WANG/ XIAOLONG XU	11829	EVERDELL WAY	RANCHO CORDOVA	CA	95742-8100	$ 652.52
61803	CAREY & ROSAIDA PATTON	10809	BALLANTRAE WAY	RANCHO CORDOVA	CA	95670-4933	$ 652.14
39977	GRACE MUNGATI	11773	LILAC CANYON CT	RANCHO CORDOVA	CA	95742-8051	$ 651.89
62083	RUTH A WRIGHT	6909	MAITA CIR	SACRAMENTO	CA	95820-2111	$ 650.13
88968	ANDREW TONGONAN	12666	SOLSBERRY WAY	RANCHO CORDOVA	CA	95742-7840	$ 649.70
26514	RAYMUNDO HARO	3016	BLACKPOOL WAY	RANCHO CORDOVA	CA	95670-5308	$ 646.02
60070	LESLYE JONES	10958	INTERNATIONAL DR	RANCHO CORDOVA	CA	95670-8000	$ 645.71
62091	RUTH A WRIGHT	6909	MAITA CIR	SACRAMENTO	CA	95820-2111	$ 645.56
120075	SANTIAGO TAPIA AND VAN C	2656	LOS NOGALES WAY	RANCHO CORDOVA	CA	95670-5140	$ 643.57
9982	MARCEL VALIM	10874	PAIUTE WAY	RANCHO CORDOVA	CA	95670-5630	$ 642.30
119183	FIDEL VAZQUEZ	10804	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2430	$ 642.30
627945	LINDA C PORTER/SUSAN HERNANDE	3521	CAP ROCK WAY	RANCHO CORDOVA	CA	95670-6954	$ 642.22
94530	NATASHA AND ALEXEY KISHKOVSKY	11788	SOCRATES WAY	RANCHO CORDOVA	CA	95742-8106	$ 641.02
154492	DELORIS R JOHNSON	2393	PINTURO WAY	RANCHO CORDOVA	CA	95670-5248	$ 640.06
105102	KANCHARLA & BOPPUDI TRUST	11035	INTERNATIONAL DR	RANCHO CORDOVA	CA	95670-6251	$ 639.69
80595	SURINDER OBEROI & NI M SUMIATI	10606	BECLAN DR	RANCHO CORDOVA	CA	95670-3807	$ 639.37
56470	EDITH CRUZ	10172	LA ALEGRIA DR	RANCHO CORDOVA	CA	95670-3110	$ 638.80
44119	TAH 2018-1 BORROWER LLC	9752	GREENSBORO CIR	SACRAMENTO	CA	95827-2713	$ 638.66
102240	CHE-HUNG LIU	10962	STOURPORT WAY	RANCHO CORDOVA	CA	95670-6249	$ 638.66
77515	EISAR ASKARI	3726	EDINGTON DR	RANCHO CORDOVA	CA	95742-7829	$ 638.22
79121	ELIZABETH M & ERIC D STAHL	10989	MERRICK WAY	RANCHO CORDOVA	CA	95670-8030	$ 636.96
61968	SAMRITI BASSIE	10930	INTERNATIONAL DR	RANCHO CORDOVA	CA	95670-8000	$ 636.62
117900	HANNAH AND DANIEL ALGER	10204	MALAGA WAY	RANCHO CORDOVA	CA	95670-3313	$ 636.49
95622	JAMES P CHICO	4086	MACKERRICHER WAY	RANCHO CORDOVA	CA	95742-6733	$ 635.40
95618	EUGENE B CHIESA	10223	ROCKINGHAM DR	SACRAMENTO	CA	95827-2453	$ 635.36
100422	MANUEL & MARLENE JARAMILLO	11879	STONEY OAKS CT	RANCHO CORDOVA	CA	95742-8134	$ 634.60
106814	QAMARE WILLIAMS	10232	COLOMA RD	RANCHO CORDOVA	CA	95670-3606	$ 633.37
50383	GEARY A LYONS	1411	EAGLESFIELD LN	LINCOLN	CA	95648	$ 631.82
128987	JEANNINE M OTTEN	9208	PORTO BELLA WAY	ELK GROVE	CA	95624-2118	$ 628.76
125378	BENYAMIN MAOR	2709	BARBERA WAY	RANCHO CORDOVA	CA	95670-4804	$ 628.59
119567	REINA B CHAVEZ AND FRANCISCA	2237	ROSSMOOR DR	RANCHO CORDOVA	CA	95670-2305	$ 628.44
69286	RICHARD ROBELLO	1321	HOWE AVE	SACRAMENTO	CA	95825-3365	$ 627.73
109255	VERONICA HUGHES	8153	ELK GROVE BLVD	ELK GROVE	CA	95758-5965	$ 627.73
113983	VINOD CHANDRAN LIVING TRUST	4018	ARAGON WAY	RANCHO CORDOVA	CA	957428005	$ 627.73
146541	JOSIE M BRYANT	2422	ARAMON DR	RANCHO CORDOVA	CA	95670-3803	$ 627.73
122858	GRIGOR KAZARYAN	2519	QUEENWOOD DR	RANCHO CORDOVA	CA	95670-5110	$ 625.92
153533	ELIZABETH PEARCE	2316	BENITA DR	RANCHO CORDOVA	CA	95670-5242	$ 625.86
67491	TYLER FACKRELL & OCTAVIO VELEZ	3205	RUSTICWOOD WAY	SACRAMENTO	CA	95827-2816	$ 625.05
252513	BIMLESH LAL	10473	EL MERCADO DR	RANCHO CORDOVA	CA	95670-5969	$ 621.77
1088	EMILY SISNEROZ	11859	APPOLON DR	RANCHO CORDOVA	CA	95742-8074	$ 619.68
122918	ERICA E PARKER	10544	RAGTIME CIR	RANCHO CORDOVA	CA	95670-7329	$ 618.37
63337	NICOLAS HERRERA	12189	CONSERVANCY WAY	RANCHO CORDOVA	CA	95742-7769	$ 618.34
534422	REGINALD VELTEN	11230	GOLD EXPRESS DR	GOLD RIVER	CA	95670-4484	$ 617.90
109115	OM KANNUSAMI	11836	WINDHAM WAY	RANCHO CORDOVA	CA	95742-8099	$ 617.72
122263	ELMAR O G CONTRERAS	9825	WOODHOLLOW WAY	RANCHO CORDOVA	CA	95670	$ 616.60
80882	PHANTHIP CHULAAKSORN	12085	TIRESIAS WAY	RANCHO CORDOVA	CA	95742	$ 611.02

City of Rancho Cordova
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Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
161205	ROBERT J HILDITCH	3051	LAURELHURST DR	RANCHO CORDOVA	CA	95670-5710	$ 609.22
223416	HARRIETT PEDERSEN	2209	MAXINE WAY	RANCHO CORDOVA	CA	95670-2018	$ 608.29
27174	JOMELEYN FRANCISCO	5345	OTTER POND WAY	RANCHO CORDOVA	CA	95742-8157	$ 608.22
13285	JAMES SWIFT	4309	HARTLAND WAY	RANCHO CORDOVA	CA	95742	$ 604.77
99826	ABBIE PARVIN	10735	PORTICO CIR	RANCHO CORDOVA	CA	95670-6422	$ 604.77
101856	KELLY KRAGEN	2016	ZINFADEL DR	RANCHO CORDOVA	CA	95670	$ 602.86
548265	JANET M ROTHERMEL	2032	FARNSWORTH WAY	RANCHO CORDOVA	CA	95670-2213	$ 602.72
128822	JESSICA & DAVID JOHNSON	3499	BOUQUET CT	RANCHO CORDOVA	CA	95670-6419	$ 601.89
53093	LORETTA LEWIS	3621	SARAMENT CT	SACRAMENTO	CA	95827-3534	$ 600.65
458247	LINDA KAEHLER	2527	EL SEGUNDO DR	RANCHO CORDOVA	CA	95670-3403	$ 599.70
125376	BENYAMIN MAOR	2713	BARBERA WAY	RANCHO CORDOVA	CA	95670-4804	$ 599.60
167866	JOHN MCCUNE	11181	QUEBEC RIVER CT	RANCHO CORDOVA	CA	95670	$ 596.11
117871	NEVEEN KOKA	2270	CERVANTES DR	RANCHO CORDOVA	CA	95670-4123	$ 595.55
66793	SUSAN & RAYMOND WHITE	12296	HABITAT WAY	RANCHO CORDOVA	CA	95742-7704	$ 595.49
90896	JOSE GARCIA-SANCHEZ	3352	GOULD WAY	SACRAMENTO	CA	95827-2459	$ 594.14
111085	LISA & RAMIRO QUIROZ	12709	SOLSBERRY WAY	RANCHO CORDOVA	CA	95742-7807	$ 593.95
75970	DUSTIN PERBETSKY TRUST	5115	SCOTTS VALLEY RD	LAKEPORT	CA	95453-9435	$ 593.73
1433	DAVID BLACK	2521	FURMINT WAY	RANCHO CORDOVA	CA	95670-3619	$ 591.88
13049	JENAE ALECHKO	3112	EADES WAY	RANCHO CORDOVA	CA	95670-6279	$ 589.71
117935	TERENCE ROBINSON	10572	SEMILLON WAY	RANCHO CORDOVA	CA	95670-3835	$ 589.56
389391	ERNESTO VELAZQUEZ	3245	SANBURY CIR	RANCHO CORDOVA	CA	95670-5720	$ 588.59
27892	SETH FELDMAN	9952	NEBULA WAY	SACRAMENTO	CA	95827-2914	$ 587.65
54869	JULIE MAXEY	2529	SARDA WAY	RANCHO CORDOVA	CA	95670-3719	$ 587.65
96597	RACHEL & ROLAND DELMENDO	12058	QUAIL FALLS WAY	RANCHO CORDOVA	CA	95742-8130	$ 587.65
116036	MARVIN & JOSE BLANCO	2984	KACHINA WAY	RANCHO CORDOVA	CA	95670-5634	$ 587.65
245388	PATRICIA A T PAPOTTO TRUST	10421	ROCKINGHAM DR	RANCHO CORDOVA	CA	95670-5859	$ 587.65
433097	ORAWAN SYNHORST	10033	BEXLEY DR	SACRAMENTO	CA	95827-2301	$ 587.65
148839	LEVA MEZHLUMYAN	10737	ATWOOD DR	RANCHO CORDOVA	CA	95670-4958	$ 586.64
42258	ALEX & YELENA MARTYNOVSKAYA	10100	COUNTRYSIDE WAY	SACRAMENTO	CA	95827-2416	$ 585.95
136115	EDWARD D LOOMIS	2537	FURMINT WAY	RANCHO CORDOVA	CA	95670-3619	$ 585.55
17242	MICHAEL MCKEE	11883	HERODIAN DR	RANCHO CORDOVA	CA	95742-8000	$ 583.12
248367	CAROL L BERGSTROM	10490	DREXEL CT	RANCHO CORDOVA	CA	95670-5812	$ 579.32
85286	DAVID S GERGI	10870	WATERBROOK WAY	RANCHO CORDOVA	CA	95670-6993	$ 579.22
42714	TRANG TRAN	4367	MALANA WAY	RANCHO CORDOVA	CA	95742-8059	$ 578.24
43909	SARA EIDE-ALTMAN	5485	FOXHURST CT	RANCHO CORDOVA	CA	95742-8159	$ 576.61
73290	ROOPA ACHARYA AND AJITH	5239	PALAZZO DR	DUBLIN	CA	94568-3313	$ 576.61
77144	SARKIS KARAPETYAN/OKSANA NIKUL	2964	KACHINA WAY	RANCHO CORDOVA	CA	95670-5634	$ 576.61
44225	JASON BILLINGTON	2507	QUEENWOOD DR	RANCHO CORDOVA	CA	95670-5110	$ 569.05
106281	THALIA EVANS	4074	MACKERRICHER WAY	RANCHO CORDOVA	C	95670	$ 567.56
100569	C D HARRELL LIVING TRUST	10520	CHARDONAY DR	RANCHO CORDOVA	CA	95670-3810	$ 567.36
189048	CARRIE BARBIER	10625	CAMPANA WAY	RANCHO CORDOVA	CA	95670-3913	$ 565.13
128303	HELEN HUMMEL	2258	RIVER TRAILS CIR	RANCHO CORDOVA	CA	95670-2257	$ 564.65
45296	THEO JOHNSON	0	PO BOX 2022	FOLSOM	CA	95763-2022	$ 563.72
66870	IRINA M PETRASHISHINA	6576	THALIA WAY	CITRUS HEIGHTS	CA	95621-5593	$ 563.57
80530	CHELSEA R BRYANT & JACK BOWMAN	10629	CHARDONAY DR	RANCHO CORDOVA	CA	95670-3811	$ 562.93
124537	SECRETARY OF VETERANS AFFAIRS	11030	CARMENET WAY	RANCHO CORDOVA	CA	95670-6991	$ 562.87
156657	SHERRIE D TRUSLER	11124	GINGERWOOD WAY	RANCHO CORDOVA	CA	95670-5218	$ 558.67
40464	KELLIE CABRAL	4110	PINOCHE PEAK PL	RANCHO CORDOVA	CA	95742-7728	$ 557.22
3100609	DAVID KOLSHINSKI	10821	BALLANTRAE WAY	RANCHO CORDOVA	CA	95670-4933	$ 554.12
79383	BRANDON WATERWORTH/BRENDA B	10706	CAMPANA WAY	RANCHO CORDOVA	CA	95670-3955	$ 552.48
74470	LESLIE TERRELL	9929	NEBULA WAY	SACRAMENTO	CA	95827-2913	$ 551.31
82978	SETH M & MARICELA CASTILLO	3081	SWANSEA WAY	RANCHO CORDOVA	CA	95670-5349	$ 551.31
100334	BRANDIN FOREMAN	11785	PLATO WAY	RANCHO CORDOVA	CA	95742-8107	$ 551.31
120464	BASU D REGMI & PREETY RASTOGI	3109	NOAHBLOMQUIST WAY	RANCHO CORDOVA	CA	95670-6254	$ 551.31
231760	RICHARD E WAITE	10213	LAS TUNAS CT	RANCHO CORDOVA	CA	95670-3310	$ 550.77

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50923	UGRASEN CHIB	2439	MORAINE CIR	RANCHO CORDOVA	CA	95670-2022	$ 550.77
120579	SANTIAGO TAPIA AND VAN C	2656	LOS NOGALES WAY	RANCHO CORDOVA	CA	95670	$ 550.77
11281	NAUY HUYNH	2345	BRIDLEWOOD DR	RANCHO CORDOVA	CA	95670-4248	$ 550.77
121569	ALAN KAUTTI	12833	SCHOLARLY WAY	RANCHO CORDOVA	CA	95742-6927	$ 548.87
450517	GEORGE TUCKER	2518	GANZAN WAY	RANCHO CORDOVA	CA	95670-3624	$ 548.34
107827	ERIC HERNANDEZ/JESSICA GIRON	2513	SARDA WAY	RANCHO CORDOVA	CA	95670	$ 544.12
90293	ANTHONY STUBBLEFIELD	11059	INTERNATIONAL DR	RANCHO CORDOVA	CA	95670-6252	$ 541.06
64548	TYLER & SHEILA CAMARA	10541	SILVERWOOD WAY	RANCHO CORDOVA	CA	95670-5533	$ 540.88
106762	ROSE SALAZAR	1700	KLAMATH RIVER DR	RANCHO CORDOVA	CA	95670-2716	$ 538.18
127921	CARMEN PARADA	10857	ALANDALE WAY	RANCHO CORDOVA	CA	95670-5005	$ 537.45
121960	AMANDA S DE ROMERO & RUBEN A R	10995	FABER WAY	RANCHO CORDOVA	CA	95670-6917	$ 536.46
130205	CHRISTIAN C LOPEZ	10749	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2455	$ 531.59
92274	GUADALUPE GARCIA/ JULIETA DE	5344	MARCONI AVE	CARMICHAEL	CA	95608-4385	$ 531.33
40067	ALEXANDR & IRINA POPOV	2613	FURMINT WAY	RANCHO CORDOVA	CA	95670-3621	$ 530.38
126101	SUNDER & ASHA SINGH	3333	HOGARTH DR	SACRAMENTO	CA	95827-2315	$ 530.09
125594	MAI TRINH & BOB PRYOR	2379	CORDOVA LN	RANCHO CORDOVA	CA	95670-3917	$ 528.47
105052	MADAN KARKI	12736	LA GRANADA WAY	RANCHO CORDOVA	CA	95742-6727	$ 525.03
79497	ARTUR ZHUCHENKO	11112	CROOKEN RIVER CT	RANCHO CORDOVA	CA	95670-2833	$ 524.73
126296	ARTHUR LUTSYK & MIKHAIL	6906	COBALT WAY	CITRUS HEIGHTS	CA	95621-4103	$ 524.52
67061	KENNETH & JENNIFER BANGHART	11764	LILAC CANYON CT	RANCHO CORDOVA	CA	95742-8051	$ 524.03
28037	JUDY D MILBURN	3416	JUPITER DR	SACRAMENTO	CA	95827-2930	$ 518.63
22864	CARLOS & LEA HERNANDEZ	2620	SARDA WAY	RANCHO CORDOVA	CA	95670-3722	$ 516.76
23217	DANIEL MCPEAK	1550	BROADSTONE PKWY	FOLSOM	CA	95630-6878	$ 516.76
67280	DAVID J THIBEDEAU	117	SIERRA WOODS CIR	FOLSOM	CA	95630-2913	$ 516.76
67298	DAVID J THIBEDEAU	117	SIERRA WOODS CIR	FOLSOM	CA	95630-2913	$ 516.76
67314	DAVID J THIBEDEAU	117	SIERRA WOODS CIR	FOLSOM	CA	95630-2913	$ 516.76
108771	MONIQUE MOON	2201	ELMCREST LN	RANCHO CORDOVA	CA	95670-4207	$ 516.76
67306	DAVID J THIBEDEAU	117	SIERRA WOODS CIR	FOLSOM	CA	95630-2913	$ 516.76
114464	MARTIN A SETTA	10505	GEORGETOWN DR	RANCHO CORDOVA	CA	95670-2250	$ 516.73
101645	TARA & KEITH DAVIS	12046	QUAIL FALLS WAY	RANCHO CORDOVA	CA	95742-8130	$ 514.98
64480	TAMMY HOANG	2438	KAYWOOD CT	RANCHO CORDOVA	CA	95670-4234	$ 513.21
233067	ROHANA TASSINARI	2649	PALO VISTA WAY	RANCHO CORDOVA	CA	95670-3428	$ 510.38
126215	SHAWNA & ALMA BOWEN	701	W BEECH ST	SAN DIEGO	CA	92101-2680	$ 509.77
92655	AUSTEN FACINO	12757	LA GRANADA WAY	RANCHO CORDOVA	CA	95742-6728	$ 505.34
81618	EISAR ASKARI	11035	VITIS CT	RANCHO CORDOVA	CA	95670-6948	$ 505.02
102128	JAQUELINE AMBRIZ	12290	CANYONLANDS DR	RANCHO CORDOVA	CA	95742-7707	$ 504.48
120326	PRASHANTH MOTHUKURI	11750	ARETE WAY	RANCHO CORDOVA	CA	95742-8045	$ 503.90
62697	NICOLE ALMAZAN	10461	GEORGETOWN DR	RANCHO CORDOVA	CA	95670-2264	$ 502.87
91317	CHRISTOPHER SARCONA/AMANDA	10557	MALAGA WAY	RANCHO CORDOVA	CA	95670-3751	$ 500.18
59409	ADRIAN SLADE	2207	BAYWATER LN	RANCHO CORDOVA	CA	95670	$ 498.74
432408	ANATOLIY PURIS	10644	BISCAY WAY	RANCHO CORDOVA	CA	95670-3958	$ 496.88
114289	REZA AZIMI	10493	GEORGETOWN DR	RANCHO CORDOVA	CA	95670-2262	$ 495.27
550062	TORRES SANDERS	850	BEN INGRAM LN	TRACY	CA	95377-8567	$ 494.40
119204	DTP PROPERTIES LLC	2912	CALLE DEL SOL WAY	RANCHO CORDOVA	CA	95670-5607	$ 493.21
101578	ADAM ZECIRI	4289	PRIVAS WAY	RANCHO CORDOVA	CA	95742-8244	$ 492.65
103316	YUNYUN TAO & LIBO WENG	2040	KELLOGG WAY	RANCHO CORDOVA	CA	95670-2435	$ 491.63
100330	CREAM LLC	2541	BERRYWOOD DR	RANCHO CORDOVA	CA	95670-5205	$ 491.50
127354	RIVER CITY RE INVESTMENTS LLC	2610	BRAVADO DR	RANCHO CORDOVA	CA	95670-1904	$ 491.28
111507	CHRYSANTHY PREMIER LLC	11900	MIRCADO WAY	RANCHO CORDOVA	CA	95742-8250	$ 491.26
59135	BRET M BUTLER	10233	COUNTRYSIDE WAY	SACRAMENTO	CA	95827-2465	$ 485.88
62398	AULAH M BOSTICK	3332	GOULD WAY	SACRAMENTO	CA	95827-2458	$ 485.88
102721	STANLEY MCDOWELL	0	PO BOX 611664	SAN JOSE	CA	95161-1664	$ 485.88
114216	BERNARD JACOBS	10482	ROSE HILL CT	RANCHO CORDOVA	CA	95670-2230	$ 485.88
159145	STEPHEN J CAPLIS	4052	KALAMATA WAY	RANCHO CORDOVA	CA	95742-8004	$ 485.88
617624	JEREMY YAEGER	0	PO BOX 279692	SACRAMENTO	CA	95827-9692	$ 485.88

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631320	JOSE CRISTALES	1349	HADDINGTON DR	FOLSOM	CA	95630-5319	$ 485.88
228510	RANDALL SCHERER	2625	EL SEGUNDO DR	RANCHO CORDOVA	CA	95670-3405	$ 485.23
101237	ANGELA BELIVEAU	4062	AMBROSIA WAY	RANCHO CORDOVA	CA	95670	$ 484.40
67905	ANDREY SOROKOPUD	2434	RASHAWN DR	RANCHO CORDOVA	CA	95670-4258	$ 484.01
133543	ATHENA MARKUM	2321	SONATA DR	RANCHO CORDOVA	CA	95670-5246	$ 481.72
129531	MICHAEL ANCKNER	12151	BRILLIANT WAY	RANCHO CORDOVA	CA	95742-8266	$ 480.62
63080	KARLA GAMA	12575	THORNBERG WAY	RANCHO CORDOVA	CA	95742-7788	$ 478.91
127271	BRADLEY D NYE	2414	STOKEWOOD WAY	RANCHO CORDOVA	CA	95670-5224	$ 476.64
28401	JOSE GUARDADO	9920	ZION WAY	SACRAMENTO	CA	95827-2943	$ 475.35
127355	RIVER CITY RE INVESTMENTS LLC	2612	BRAVADO DR	RANCHO CORDOVA	CA	95670-1904	$ 475.27
80364	ALEXANDER E OSEJO & MARIA ZUNO	10601	LAMBRUSCA DR	RANCHO CORDOVA	CA	95670-3815	$ 473.13
127232	MELISA D/SCOTT MCKENZIE &	2716	CABERNET WAY	RANCHO CORDOVA	CA	95670-4812	$ 472.78
96496	TRUST OF PHELAN	11225	SKAGIT RIVER CT	RANCHO CORDOVA	CA	95670-2903	$ 472.16
58166	SHAMIEKA WILLIAMS	3048	ABBOTT Ct	Rancho Cordova	CA	95670-5301	$ 470.83
123873	JUNG H & HEE B PYUN	10948	BIANCO WAY	RANCHO CORDOVA	CA	95670-6901	$ 466.39
5830	JUAN VELASCO	11887	RUBILITE WAY	RANCHO CORDOVA	CA	95742-8077	$ 465.80
123676	KEITH M REESE	4251	ORPHEUS CIR	RANCHO CORDOVA	CA	95742-8212	$ 465.38
62014	MIESHA M SANDERS	9923	METEOR DR	SACRAMENTO	CA	95827-2911	$ 463.05
219371	OANH NGUYEN	3308	FELTHAM WAY	SACRAMENTO	CA	95827-2314	$ 461.66
187247	JOSEPH R LEFEVER	10730	CAMPANA WAY	RANCHO CORDOVA	CA	95670-3953	$ 458.94
41769	ALEXANDR & VALENTINA GAIDUCHIK	1844	PARK OAK DR	ROSEVILLE	CA	95661-4055	$ 458.68
40843	PAH 2016-1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 457.54
80126	MAXERO TRUST/JORGE BARBA	2386	FRUITRIDGE RD	SACRAMENTO	CA	95822-3148	$ 457.54
84099	MICHAEL DRAYTON	12766	EVANSTON WAY	RANCHO CORDOVA	CA	95742-7803	$ 457.54
117658	DERRICK WILSON	12752	GLASS BEACH DR	RANCHO CORDOVA	CA	95742-6735	$ 457.54
119	LISA ZOLFARELLI	3133	CHETTENHAM DR	RANCHO CORDOVA	CA	95670-5708	$ 457.54
96888	ESTER NERSISYANA	4194	TULIP PARK WAY	RANCHO CORDOVA	CA	95742-8010	$ 456.44
118884	PARDEEP SINGH	12137	ALAMOSA DR	RANCHO CORDOVA	CA	95742-6784	$ 455.33
128879	WILLIAM & JAMI LORSCHEIDER	2260	WINDWARD LN	RANCHO CORDOVA	CA	95670-4220	$ 451.87
128771	SATINDER KAUR	10347	HOLMES WAY	RANCHO CORDOVA	CA	95670-2016	$ 450.12
89107	VELMA JOHNSON	8090	STALLION WAY	SACRAMENTO	CA	95830-9333	$ 450.09
624513	JOEL LEEK	10409	BUENA PLAZA CIR	RANCHO CORDOVA	CA	95670-5403	$ 448.78
100310	KIMBERLY&ANDREW GIRARDI/	11782	PLATO WAY	RANCHO CORDOVA	CA	95742-8107	$ 448.29
173955	BRAD NYE	11057	GINGERWOOD WAY	RANCHO CORDOVA	CA	95670-5256	$ 448.29
144938	BARBARA G LAKE	10571	ZIBIBBA WAY	RANCHO CORDOVA	CA	95670-3826	$ 447.38
231519	ROBERT HENRY	3524	LONE OAK DR	BATON ROUGE	LA	70814-1131	$ 446.94
128078	LORRAINE KRUEGER	7819	CLAYPOOL WAY	CITRUS HEIGHTS	CA	95610-2706	$ 442.06
68035	JESS CLUSTER	3282	PROSPECT PARK DR	RANCHO CORDOVA	CA	95670	$ 440.77
140060	DOMINIQUE YANEZ	2694	BARBERA WAY	RANCHO CORDOVA	CA	95670-3742	$ 440.65
250668	VALENTIN SLIVINSKIY	3237	SANBURY CIR	RANCHO CORDOVA	CA	95670-5720	$ 437.02
39437	NICKOLAS DIMITRIADIS	0	PO BOX 1688	FAIR OAKS	CA	95628-1688	$ 436.64
63019	NORMA TOLMER & ROBERT MENELEY	2620	BRAVADO DR	RANCHO CORDOVA	CA	95670-1904	$ 436.64
26288	ANATOLY RUTUS	363	ARGUELLO BLVD	SAN FRANCISCO	CA	94118-1497	$ 436.22
80411	JAMES RODDENBERY	2795	E BIDWELL ST	FOLSOM	CA	95630-6480	$ 436.22
95243	MARIA VOICOVA/MUSA BACGI	11833	AUTUMN SUNSET WAY	RANCHO CORDOVA	CA	95742-8009	$ 436.22
116769	ROBERT HEN SMITH	2129	KELLOGG WAY	RANCHO CORDOVA	CA	95670-2452	$ 436.22
123937	EVA M & ERNEST R MONTES	10660	COLOMA RD	RANCHO CORDOVA	CA	95670-3937	$ 436.22
125380	JAMIE & WILL LORSCHEIDER	2257	WINDWARD LN	RANCHO CORDOVA	CA	95670	$ 436.22
126099	KRISTINE BALLARD	4068	SALT POINT WAY	RANCHO CORDOVA	CA	95742-6640	$ 436.22
133199	TRUST OF PRUITT	2616	TRONERO WAY	RANCHO CORDOVA	CA	95670-3612	$ 436.22
604491	MONICA HARRINGTON	2400	EL CHICO CIR	RANCHO CORDOVA	CA	95670-3124	$ 436.22
54958	WOODROW SANDERS III	12245	CANYONLANDS DR	RANCHO CORDOVA	CA	95742-7706	$ 433.50
10221	LORI WOOD	10636	COLOMA RD	RANCHO CORDOVA	CA	95670-3937	$ 429.20
28025	CAROLYN THOMAS	10005	LINCOLN VILLAGE DR	SACRAMENTO	CA	95827-2931	$ 429.20
120081	AMBER R/KAO L SAETERN & KAE K	2446	EL LUJO WAY	RANCHO CORDOVA	CA	95670-3158	$ 429.20

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647135	SACRAMENTO DELTA PROPERTY MGM	1883	AGNEW RD	SANTA CLARA	CA	95054	$ 429.20
55494	REBECCA GANNON	3517	ENVERO WAY	RANCHO CORDOVA	CA	95670-6960	$ 429.15
45298	JUSTINE MAC	1772	KLAMATH RIVER DR	RANCHO CORDOVA	CA	95670-2735	$ 428.59
47184	VALENTIN SLIVINSKIY	10482	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2272	$ 428.13
89288	SHANNON PASSAFIUME	2352	BYRD DR	RANCHO CORDOVA	CA	95670-3956	$ 426.95
122515	THU KHUC	0	PO BOX 3136	SANTA CLARA	CA	95055-3136	$ 419.13
543953	THU KHUC	0	PO BOX 3136	SANTA CLARA	CA	95055-3136	$ 419.13
30217	DALE & JOLINE LAYTON	10213	LOS PALOS DR	RANCHO CORDOVA	CA	95670-3425	$ 417.61
108767	VALERIE & MICHAEL DUENAS	2459	EL BURLON CIR	RANCHO CORDOVA	CA	95670-3115	$ 417.17
114387	SOUZA, MATTHEW & TARA	11919	MONTRON WAY	RANCHO CORDOVA	CA	95742-8242	$ 417.02
37737	SARA MEZHLUMYAN	4407	NIOBE CIR	RANCHO CORDOVA	CA	95742-8044	$ 414.02
20507	ESTEBAN ESPERANZA	4072	PRESERVE WAY	RANCHO CORDOVA	CA	95742-7732	$ 411.45
563523	ERNESTO VELAZQUEZ	2434	STOKEWOOD WAY	RANCHO CORDOVA	CA	95670-5224	$ 406.47
103559	RUSSELL WILLIAMS	2125	DANBURY WAY	RANCHO CORDOVA	CA	95670-2206	$ 404.47
127276	REHANA A KHAN	5355	DASCO WAY	SACRAMENTO	CA	95835-1728	$ 403.31
11498	ROBERTA L TWEEDY	2229	MAXINE WAY	RANCHO CORDOVA	CA	95670-2018	$ 399.92
121724	NATALIE MURATA & ELIZABETH	2232	BAYWATER LN	RANCHO CORDOVA	CA	95670-4256	$ 397.04
108749	THOMAS LAWRENCE JR	3337	GLENMOOR DR	SACRAMENTO	CA	95827-2434	$ 396.50
22613	VITALIY & LYUDMILA BOBYLEV	2024	KELLOGG WAY	RANCHO CORDOVA	CA	95670-2435	$ 396.12
25471	KAWALJIT BAJWA	11756	ROSE WIND CT	RANCHO CORDOVA	CA	95742-8050	$ 392.05
45073	KUO-KENG KUO	12021	MANDOLIN WAY	RANCHO CORDOVA	CA	95742-8084	$ 391.81
123059	ERIKA KREBS	2775	LARKSPUR LN	SACRAMENTO	CA	95864-3723	$ 391.74
123060	ERIKA KREBS	2775	LARKSPUR LN	SACRAMENTO	CA	95864-3723	$ 391.69
19730	GIGI LOPEZ	3586	NOUVEAU WAY	RANCHO CORDOVA	CA	95670-6990	$ 390.92
49983	ERIKA KREBS	2775	LARKSPUR LN	SACRAMENTO	CA	95864-3723	$ 390.82
129033	HYUN J A LEE AND JU H KANG	10609	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2403	$ 387.07
128894	CYNTHIA ROHRENBACH	10654	VIANI WAY	RANCHO CORDOVA	CA	95670-3940	$ 377.51
405289	CONNIE GREKOFF	9738	WOODHOLLOW WAY	SACRAMENTO	CA	95827-2723	$ 376.20
24240	VADIM CHERNYY	10576	RAGTIME CIR	RANCHO CORDOVA	CA	95670-7331	$ 373.45
108005	SURINDER K GREWAL	12709	TOWER BEACH WAY	RANCHO CORDOVA	CA	95742-6759	$ 372.53
35069	JESSE C PALMER	2424	ARAMON DR	RANCHO CORDOVA	CA	95670-3803	$ 371.21
181654	SHARI MAYFIELD-CALTA	10870	WALNUTWOOD WAY	RANCHO CORDOVA	CA	95670-5145	$ 370.54
28091	VICTORIA MAGANA	10038	LINCOLN VILLAGE DR	SACRAMENTO	CA	95827-2970	$ 370.10
132160	RANJIT AND ROY SALDANHA	5225	OTTER POND WAY	RANCHO CORDOVA	CA	95742-8171	$ 369.89
69252	SERA BENESH	2587	CAPITALES DR	RANCHO CORDOVA	CA	95670-3105	$ 369.00
84024	RAJINDER SIRIPURAM	12811	EVANSTON WAY	RANCHO CORDOVA	CA	95742-7844	$ 368.55
117502	MAUREEN AND RAPHAEL GIANZON	3961	ARISTOTLE CIR	RANCHO CORDOVA	CA	95742-8105	$ 368.55
32020	TITAN PROPERTY MGMT	1950	W CORPORATE WAY	ANAHEIM	CA	92801-5373	$ 368.55
126362	DUONG NGUYEN FAMILY LIV TRUST	5002	BIRCH VALLEY WAY	RANCHO CORDOVA	CA	95742-8207	$ 368.55
209014	THERESA HELTON	2969	KACHINA WAY	RANCHO CORDOVA	CA	95670-5633	$ 368.55
93780	BRITTANI BIBBS	2534	FURMINT WAY	RANCHO CORDOVA	CA	95670-3620	$ 365.22
41711	MARQUIS BOLDEN	12329	EDYTH LAKE WAY	RANCHO CORDOVA	CA	95742-7702	$ 362.78
10308	BRETT MYNSTED	10515	SILVERWOOD WAY	RANCHO CORDOVA	CA	95670-5518	$ 361.72
115863	CARY AND LAVEENYA YOUNG	3249	CHETTENHAM DR	RANCHO CORDOVA	CA	95670-5835	$ 360.42
96944	ESLEY & BOLIVIA SIMMONS	4036	BRANIGAN LAKE WAY	RANCHO CORDOVA	CA	95742-7775	$ 357.83
100695	ERIC AND MARVIN JOHNSON	10396	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2204	$ 357.18
48064	SHAMSHER SINGH & SATWANTJIT	4473	ANATOLIA DR	RANCHO CORDOVA	CA	95742-8054	$ 352.68
28024	ANA VILLALPANDO	3237	ABOTO WAY	RANCHO CORDOVA	CA	95670-6925	$ 352.20
62223	ANTHONY MARTINEZ	3073	RAMSGATE WAY	RANCHO CORDOVA	CA	95670-5342	$ 346.23
48369	ERIKA KREBS	2775	LARKSPUR LN	SACRAMENTO	CA	95864-3723	$ 344.25
124488	SATAGOPAN SRIVATSAVA SESHAM	12665	QUANTUM WAY	RANCHO CORDOVA	CA	95742-6740	$ 342.61
125576	YAMAH RAHEEMI	3247	SEAL CT	SACRAMENTO	CA	95827-2714	$ 342.03
124561	SATWANJIT KAUR	4473	ANATOLIA DR	RANCHO CORDOVA	CA	95742-8054	$ 340.99
114821	JUIPUKDI J RAJANYOM & LAWRENCE	10604	VALLEY VIEW DR	RANCHO CORDOVA	CA	95670-2424	$ 338.92
153846	TRUST OF BRANTLEY	2216	CERVANTES DR	RANCHO CORDOVA	CA	95670-4105	$ 336.42

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
16510	LEONORA TRAVELLA	3151	LEA STERLING WAY	RANCHO CORDOVA	CA	95670-6261	$ 335.94
93793	LISA JACOBS	2450	ZINFANDEL DR	RANCHO CORDOVA	CA	95670-4928	$ 335.67
27942	DAVID & ROBIN MUELLER	11771	JUSTINIAN DR	RANCHO CORDOVA	CA	95742-8052	$ 328.50
547859	JOSEPHINE TAPIA	2237	CERVANTES DR	RANCHO CORDOVA	CA	95670-4104	$ 326.08
247177	WARREN J MADIGAN	9985	REDSTONE DR	SACRAMENTO	CA	95827-3501	$ 325.22
44777	HAROLD LEO CARTMILL	0	PO BOX 38	RANCHO CORDOVA	CA	95741-0038	$ 324.75
59637	KATINA BOYER & JAMES B FRANK	2114	FORESTLAKE DR	RANCHO CORDOVA	CA	95670-2409	$ 324.75
69311	AMARJIT SULLAN	2736	MENDONCA DR	RANCHO CORDOVA	CA	95670	$ 324.75
75789	YELENA KOLOSEY	10376	EL GRANDE CT	RANCHO CORDOVA	CA	95670-5370	$ 324.75
98140	LAVLEEN RILEY	12731	THORNTONHALL DR	RANCHO CORDOVA	CA	95742-6753	$ 324.75
98447	SARA M MANSOUR	10523	SILVERWOOD WAY	RANCHO CORDOVA	CA	95670-5518	$ 324.75
100622	ADDIS GIRMA	2392	COOLIDGE WAY	RANCHO CORDOVA	CA	95670-3902	$ 324.75
100642	CHASE DAVIS & ASHLEY RICE	2663	BARBERA WAY	RANCHO CORDOVA	CA	95670-3743	$ 324.75
109253	VERONICA HUGHES	10193	CRAWFORD WAY	SACRAMENTO	CA	95827	$ 324.75
119557	CHARLES GAIAN	2640	TRONERO WAY	RANCHO CORDOVA	CA	95670-3644	$ 324.75
122877	ROSANNA CHAVEZ AND ANDREW T	5309	DUSTY ROSE WAY	RANCHO CORDOVA	CA	95742-8124	$ 324.75
127181	MANDEEP SINGH	12276	ROCKY FORD WAY	RANCHO CORDOVA	CA	95742-6794	$ 324.75
128053	MATTHEW L SCHULZE	2825	TIFFANY WEST WAY	SACRAMENTO	CA	95827-1419	$ 324.75
137320	ALVIN BOWDEN	10408	CROETTO WAY	RANCHO CORDOVA	CA	95670-3618	$ 324.75
242124	PETE E RAMON JR	3000	MARGATE WAY	RANCHO CORDOVA	CA	95670-5317	$ 324.75
7145	MICHELLE BEST/MICHAEL SCHULTZ	2235	GREEN BLOSSOM CT	RANCHO CORDOVA	CA	95670-2345	$ 324.75
95045	THERESA DAVIES/KUMBA BHONOPH/	3375	HARTSELLE WAY	SACRAMENTO	CA	95827-2449	$ 324.07
105225	SENORINA CHACE/ELLIS FORT	2752	TIERRA GRANDE CIR	SACRAMENTO	CA	95827-1414	$ 323.22
10271	KEVIN DABLIN	2517	CORDOVA LN	RANCHO CORDOVA	CA	95670-4951	$ 320.15
185375	IDA F STRINGFELLOW	2271	WHISTLER WAY	RANCHO CORDOVA	CA	95670-3964	$ 315.56
38931	TAH 2018-1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 315.43
97509	RHONDA J BALDO	10048	VIEWOODS CT	SACRAMENTO	CA	95827-2330	$ 312.24
33073	NADIA FARACI	10109	MAJO CT	RANCHO CORDOVA	CA	95670-3142	$ 311.39
130533	JAY HENDERSON	12379	WHEAT RIDGE DR	RANCHO CORDOVA	CA	95742	$ 308.81
217985	MARGARET A BEMISS	2282	LA GRAMA DR	RANCHO CORDOVA	CA	95670-3155	$ 307.11
59240	CEDRICK SYAS	10854	ARRINGTON DR	RANCHO CORDOVA	CA	95670-8011	$ 304.31
75849	DEBORAH C SHOMO	2613	TORMOLO WAY	RANCHO CORDOVA	CA	95670-3632	$ 299.74
19217	JENNIFER SANGUINO	3139	MINTURN WAY	RANCHO CORDOVA	CA	95670-6271	$ 298.55
123071	PAOLO BARROGA	2617	EL SEGUNDO DR	RANCHO CORDOVA	CA	95670-3405	$ 293.70
81906	ANDRES VALENCIA	5508	COPPER SUNSET WAY	RANCHO CORDOVA	CA	95742-8121	$ 293.26
101508	HEATHER MCMANUS	4200	CHOTEAU CIR	RANCHO CORDOVA	CA	95742-7766	$ 293.26
110045	NICOLETTE BAUTISTA	3557	EDINGTON DR	RANCHO CORDOVA	CA	95742-7842	$ 293.26
124202	ERIKA URVAEZ AGUILERA	2337	SABINE WAY	RANCHO CORDOVA	CA	95670-3931	$ 293.26
89234	SAMUEL VAYNSHTEYN/ ANATOLY &	3419	MISTY MORNING CIR	SACRAMENTO	CA	95827-3048	$ 293.26
116043	KANNITHA TANN	11854	COBBLE BROOK DR	RANCHO CORDOVA	CA	95742-8008	$ 293.26
74119	ANDRIAN & NATALIA STADNIC	2405	CARIEL CT	RANCHO CORDOVA	CA	95670-4923	$ 289.64
39913	LIJIA ZHANG	11853	BLUSHING CIR	RANCHO CORDOVA	CA	95742-8062	$ 288.25
130588	RUI W LIU	3437	VIKING DR	SACRAMENTO	CA	95827-2835	$ 285.98
130595	RUI W LIU	3439	VIKING DR	SACRAMENTO	CA	95827-2835	$ 285.98
41534	EDUARDO R GARCIA	11210	PLATTE RIVER CT	RANCHO CORDOVA	CA	95670-2922	$ 285.65
242168	EUGENE T BEAL	3032	MARGATE WAY	RANCHO CORDOVA	CA	95670-5317	$ 284.68
130456	PAVEL PUSTOVOY	10524	CROETTO WAY	RANCHO CORDOVA	CA	95670-4750	$ 284.48
130458	PAVEL PUSTOVOY	10524	CROETTO WAY	RANCHO CORDOVA	CA	95670-4750	$ 284.48
130460	PAVEL PUSTOVOY	10524	CROETTO WAY	RANCHO CORDOVA	CA	95670-4750	$ 284.48
205294	DERAK MARTINEZ	2945	GRAYSON WAY	RANCHO CORDOVA	CA	95670-5609	$ 283.25
100432	SCOTTY J BAILEY	3664	SCORPIO DR	SACRAMENTO	CA	95827-3550	$ 279.80
65016	TERI SMITH	2107	KELLOGG WAY	RANCHO CORDOVA	CA	95670-2436	$ 278.99
228935	ZACHARIA J CONSTANTINE	2660	ELLENBROOK DR	RANCHO CORDOVA	CA	95670-3541	$ 276.68
65649	FLORENTINA URIE	2718	EL CAPRICE DR	RANCHO CORDOVA	CA	95670-3522	$ 275.62
73833	ROBERTA CRAZE	7125	FAIR OAKS BLVD	CARMICHAEL	CA	95608-6450	$ 274.36

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
87405	PAUL KURIAN/BEULAH VEJENDLA	11883	FIRE AGATE WAY	RANCHO CORDOVA	CA	95742-8068	$ 274.36
126090	KAZI A ZUBAIR & RUBYEA YEASMIN	12318	ROCKY FORD CT	RANCHO CORDOVA	CA	95742-6796	$ 274.36
83293	SERGIO PEREZ & JESSICA RAMIREZ	2520	LA CUMBRA CIR	RANCHO CORDOVA	CA	95670-3410	$ 274.36
105223	LENAJANTY & INDHIANTY WIDJAJA	10417	AUTUMN BREEZE WAY	RANCHO CORDOVA	CA	95670-5706	$ 274.36
92704	GREGORY WILSON	2687	LOS AMIGOS DR	RANCHO CORDOVA	CA	95670-3453	$ 274.26
8057	MARIA SO	2234	GREEN BLOSSOM CT	RANCHO CORDOVA	CA	95670-2345	$ 271.25
137270	MARK RODRIGUEZ	10436	MALAGA WAY	RANCHO CORDOVA	CA	95670-3608	$ 269.73
123934	BRUCE L DIEKE JR	10487	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2278	$ 269.55
133418	CHRISTOPHER & JENNIFER PHEN	11840	WHITE RAIN WAY	RANCHO CORDOVA	CA	95742	$ 268.86
254270	ROBERT BOTTOMS	10126	COUNTRY WAY	SACRAMENTO	CA	95827-2412	$ 263.72
189382	CASTANA TRUST	6939	LISA MARIE WAY	CARMICHAEL	CA	95608-2034	$ 263.45
71836	CARL & REBECCA GEORGE	10651	OLSON DR	RANCHO CORDOVA	CA	95670-5619	$ 262.97
82305	VIKRANT V DESSAI & SHWETA S	10300	BRENDA WAY	Rancho Cordova	CA	95670-2003	$ 262.74
19102	CARRIE MURRELL	2462	STOKEWOOD WAY	RANCHO CORDOVA	CA	95670-5224	$ 261.41
25259	FEEROZ SAKHI	11828	SLATE FALLS WAY	RANCHO CORDOVA	CA	95742-8017	$ 260.02
133089	FLORENTINA URIE	2718	EL CAPRICE DR	RANCHO CORDOVA	CA	95670-3522	$ 259.57
224433	LEAH ZHURKO	9913	BEXLEY DR	SACRAMENTO	CA	95827-2333	$ 259.44
131036	RAJA KHANUJA	12542	ROSEFINCH WAY	RANCHO CORDOVA	CA	95742	$ 258.97
67558	RAJANI & SRINIVAS PENUMECHCHU	3421	BRUBECK DR	RANCHO CORDOVA	CA	95670-7332	$ 258.73
93723	LASHAUNDA MITCHELL	12718	SOLSBERRY WAY	RANCHO CORDOVA	CA	95742-7807	$ 257.67
203011	TAMMY D YOUNG	2936	MILLS PARK DR	RANCHO CORDOVA	CA	95670-5502	$ 256.76
120434	MICHAEL JOINER & KIMBERLY M	2448	RASHAWN DR	RANCHO CORDOVA	CA	95670-4200	$ 255.33
96895	DEPARTMENT OF VETERANS AFFAIRS	3243	CHARTERS CT	RANCHO CORDOVA	CA	95670-5807	$ 253.82
597322	CHRISTOPHER BUDGE	10729	BELLONE WAY	RANCHO CORDOVA	CA	95670-6927	$ 253.82
130737	ROBERT S MENDEZ	10452	BUENA PLAZA CIR	RANCHO CORDOVA	CA	95670-5404	$ 253.08
130747	ROBERT S MENDEZ	10454	BUENA PLAZA CIR	RANCHO CORDOVA	CA	95670-5404	$ 253.08
100674	KEVIN & TRISHA COULTER	3525	EDINGTON DR	RANCHO CORDOVA	CA	95742-7818	$ 251.67
15558	VIRGINIA HURTADO	10429	ROCKINGHAM DR	RANCHO CORDOVA	CA	95670-5859	$ 250.48
49979	FRANCISCUS KASTILANI/ELIZABETH	1079	SUNRISE AVE	ROSEVILLE	CA	95661-7009	$ 248.14
205146	JOHN BISSELL	11878	BLUE TOPAZ WAY	RANCHO CORDOVA	CA	95742-8069	$ 246.93
114077	NGOC & THAMH NGUYEN	4255	SARDONYX CT	RANCHO CORDOVA	CA	95742-8065	$ 246.86
58892	STANLEY E LIVINGSTON	10061	NEBULA WAY	SACRAMENTO	CA	95827-2973	$ 245.94
37311	ARYAR AND YATRA RACHOGAN	11885	WHITE RAIN WAY	RANCHO CORDOVA	CA	95742-8003	$ 245.66
100125	DAVID W GARCIA JR	3333	ROMFORD WAY	SACRAMENTO	CA	95827-2319	$ 244.74
129780	MICHAEL AFARA	12542	SURFBIRD WAY	RANCHO CORDOVA	CA	95742	$ 242.81
126453	US MASTER	11008	GINGERWOOD WAY	RANCHO CORDOVA	CA	95670-5216	$ 240.79
114543	GURDEEP BAINS	10834	BARDEN DR	RANCHO CORDOVA	CA	95670	$ 238.05
89124	SHEILA CONROY	4037	KALAMATA WAY	RANCHO CORDOVA	CA	95742-8004	$ 237.39
26573	ALEX P THOMASON	3529	SUNRISE PINES DR	SACRAMENTO	CA	95827-2950	$ 236.70
81883	ESAM JABER	2995	JOERGER ST	RANCHO CORDOVA	CA	95670-5356	$ 234.65
199395	ROBERT GRAY	10425	MILLS TOWER DR	RANCHO CORDOVA	CA	95670-5414	$ 233.80
133539	JULIE A M R MARTINEZ	10556	SILVERWOOD WAY	RANCHO CORDOVA	CA	95670-5532	$ 232.30
540369	JAMES C PRICE	0	PO BOX 19483	SACRAMENTO	CA	95819-0483	$ 232.06
221204	JAMES G STEEN	3328	VIKING DR	SACRAMENTO	CA	95827-2819	$ 230.38
113105	SHEILA ROMERO	12929	KNIGHTSBROOK AVE	RANCHO CORDOVA	CA	95742	$ 229.98
58954	HOPE L MCELROEN	2232	FORESTLAKE DR	RANCHO CORDOVA	CA	95670-2459	$ 229.26
93788	ASHLEY LOCKHART	4055	GLEN SPRINGS WAY	RANCHO CORDOVA	CA	95742-8019	$ 228.85
128136	FRANCISCO & BEATRIZ SOTO	10857	BELLONE WAY	RANCHO CORDOVA	CA	95670-6926	$ 228.07
131803	HANJIE HU	10404	ABBOTTFORD WAY	RANCHO CORDOVA	CA	95670-5802	$ 227.75
43541	CYNTHIA CROCKER	10066	RIVER MIST WAY	RANCHO CORDOVA	CA	95670-3183	$ 227.23
100106	DEPARTMENT OF VETERANS AFFAIRS	11714	KOUROS WAY	RANCHO CORDOVA	CA	95742-8046	$ 227.10
119525	WILLIAM S WHEAT	10845	OAKTON WAY	RANCHO CORDOVA	CA	95670-2440	$ 226.94
638991	DAVID CHAPMAN	11118	CONCORD RIVER CT	RANCHO CORDOVA	CA	95670-2835	$ 226.54
110964	VIRGINIA/INOCENCIO ORTIZ	12897	KNIGHTSBROOK AVE	RANCHO CORDOVA	CA	95742-6625	$ 225.35
132334	SONJA R & ROBERT K MENELEY	2618	BRAVADO DR	RANCHO CORDOVA	CA	95670-1904	$ 224.47

ATTACHMENT 2
Exhibit A to the Resolution

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
86994	JAIME H CARRASQUEDO	3016	PORTSMOUTH DR	RANCHO CORDOVA	CA	95670-5321	$ 223.81
458136	RICHARD GREEN	2539	EL BURLON CIR	RANCHO CORDOVA	CA	95670-3117	$ 223.81
33863	CHANDRA SHEKAR GAAJULA	11995	COUNTRY GARDEN DR	RANCHO CORDOVA	CA	95742-8125	$ 221.86
56043	HECTOR HERNANDEZ/JOSE ESTRADA	121	WALTER WAY	JARRELL	TX	76537	$ 221.86
81458	SUSAN BRAZIEL	3762	ROCKDALE DR	RANCHO CORDOVA	CA	95742-7783	$ 221.86
88644	JENNIFER JACKSON	4021	QUARTER DOME CIR	RANCHO CORDOVA	CA	95742	$ 221.86
97093	LEE L WILLIAMS	10240	GOINYOUR WAY	SACRAMENTO	CA	95827-2445	$ 221.86
116227	FELIPE DIAZ AND MARIA PEREZ	10506	MILLS ACRES CIR	RANCHO CORDOVA	CA	95670-5515	$ 221.86
120077	TERRENCE RICHARDSON	4116	WOOD SPICE WAY	RANCHO CORDOVA	CA	95742-8031	$ 221.86
126331	AMANDEEP & JYOTI SEKHRI	12683	THORNTONHALL DR	RANCHO CORDOVA	CA	95742-6752	$ 221.86
130303	JAMES R SEARS	10487	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2278	$ 221.86
57043	JUAN SALMERON LAINEZMARIA SAL	10431	DOLECETTO DR	RANCHO CORDOVA	CA	95670-3601	$ 221.86
55853	CHRISTOPHER OLSON/TRACEY KROE	10005	NEBULA WAY	SACRAMENTO	CA	95827-2933	$ 221.86
590028	SANDRA ROBERTS	10753	AUVERNAT DR	RANCHO CORDOVA	CA	95670-6921	$ 221.86
132505	NOELLE YU	10407	WHITE ROCK RD	RANCHO CORDOVA	CA	95670-5376	$ 221.55
114482	SINGH, JAY	4113	SALT POINT WAY	RANCHO CORDOVA	CA	95742-6626	$ 221.40
19171	MICHAEL CARSEY	10930	TOWER PARK DR	RANCHO CORDOVA	CA	95670-6264	$ 220.02
118567	CHEVY & ANGELINA COOPER	2513	ARAMON DR	RANCHO CORDOVA	CA	95670-3804	$ 218.43
150621	JON R STURTZ	10840	ALANDALE WAY	RANCHO CORDOVA	CA	95670-5022	$ 214.66
106959	RUDENKO AMANDA	10414	REYMOUTH AVE	RANCHO CORDOVA	CA	95670-5817	$ 214.50
130509	DNA ENT LLC	9963	BURLINE ST	SACRAMENTO	CA	95827-3544	$ 211.84
51693	TAH 2018-1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 207.39
32588	TRUMAN LUM	4003	CUYAMACA CIR	RANCHO CORDOVA	CA	95742-7716	$ 207.35
128897	NMS INVESTMENT CORP	2025	MARYVALE WAY	RANCHO CORDOVA	CA	95670-2414	$ 207.29
90322	JENNIFER C SHARP	10918	PLUMA CT	RANCHO CORDOVA	CA	95670-4112	$ 203.55
90734	JERRY JOHLE/ CASSARA NUUFOLAU	2621	RIBIER WAY	RANCHO CORDOVA	CA	95670-3715	$ 202.04
100497	DIANE NEWMAN	1412	KLAMATH RIVER DR	RANCHO CORDOVA	CA	95670-2845	$ 199.20
206044	JOYCE ARMSTRONG	0	PO BOX 2902	RANCHO CORDOVA	CA	95741-2902	$ 198.02
106858	LYUSINE ZARAGOZA	5492	FOXHURST CT	RANCHO CORDOVA	CA	95742-8159	$ 197.65
118641	LECONTE & PATRICIA STRIPLIN	12144	ALAMOSA DR	RANCHO CORDOVA	CA	95742-6784	$ 196.05
128086	SHENG YEN/IRVIN WONG/YONGJIA	10551	SALTANA WAY	RANCHO CORDOVA	CA	95670-3626	$ 195.95
89224	SAVANNA MORFIN/ MARISSA CONTO	9459	SIDESADDLE DR	WILTON	CA	95693-9241	$ 195.58
103588	RUBEN & JULIAH BRADFORD	3213	SAGEWOOD CT	SACRAMENTO	CA	95827-2426	$ 195.26
69589	GIFT T T-JOJO	10920	PINELLA WAY	RANCHO CORDOVA	CA	95670-6906	$ 194.98
60115	JANE CUNANAN-HOLLOWAY	2360	COOLIDGE WAY	RANCHO CORDOVA	CA	95670-3902	$ 194.14
148253	ROBLES FAMILY TRUST	2410	CARIEL CT	RANCHO CORDOVA	CA	95670-4924	$ 188.96
93917	ROBERT PEREZ	12568	FARLEN CIR	RANCHO CORDOVA	CA	95742-7832	$ 188.95
132258	ARJUN RAI BHATTI	4435	DUCKHAWK CIR	RANCHO CORDOVA	CA	95742	$ 188.39
205633	CARMEN & JOHN OLIVER	4125	ARAGON WAY	RANCHO CORDOVA	CA	95742-8007	$ 187.78
96483	BELINDA WEBBER	11220	RUSSIAN RIVER CT	RANCHO CORDOVA	CA	95670-2924	$ 187.42
68348	EVI CIRIACO	3589	RAINSONG CIR	RANCHO CORDOVA	CA	95670-6983	$ 187.42
50653	ALFONSO & JUANITA F DOMINGUEZ	10490	AMBASSADOR DR	RANCHO CORDOVA	CA	95670-2272	$ 186.10
80693	JOSHUA J BAIZ	2557	FURMINT WAY	RANCHO CORDOVA	CA	95670-3619	$ 186.10
110936	ATHENA MARKHAM	10423	GEORGETOWN DR	RANCHO CORDOVA	CA	95670-2216	$ 186.10
38668	CHARLES L BRECK	2419	EL BURLON CIR	RANCHO CORDOVA	CA	95670-3115	$ 185.87
26488	AREVHAT STEPANYAN	10229	COUNTRYSIDE WAY	SACRAMENTO	CA	95827-2465	$ 184.97
125678	BLAKE MUNGER	4008	BOULOGNE WAY	RANCHO CORDOVA	CA	95742-6942	$ 182.70
132348	JUVY P KRONGKIET	10467	EL MERCADO DR	RANCHO CORDOVA	CA	95670-5969	$ 177.10
123936	BRECKENRIDGE PROP FUND 2016	2015	MANHATTAN BEACH BLVD	REDONDO BEACH	CA	90278-1226	$ 176.66
64746	STEPHINE KLATT	2333	BENITA DR	RANCHO CORDOVA	CA	95670-5243	$ 173.80
102017	CLIFF ESCOQUE	11909	MONTRON WAY	RANCHO CORDOVA	CA	95742	$ 173.65
118825	CHARMAYNE & TYLA ALCONES	12067	AGEN CIR	RANCHO CORDOVA	CA	95742-6780	$ 171.22
127250	BRECKENRIDGE PROP FUND 2016 LL	2015	MANHATTAN BEACH BLVD	REDONDO BEACH	CA	90278-1226	$ 170.94
187874	CONSTANCE WANNINGER REV TRUS	10633	EPIC CT	RANCHO CORDOVA	CA	95670-3919	$ 170.45
74702	JASON & ERIKA HOPPER	2217	TRAILS CT	RANCHO CORDOVA	CA	95670-2235	$ 169.51

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
100417	VERDIANA SAFARI	261	SPENCER ST	FOLSOM	CA	95630-2748	$ 167.87
100418	VERDIANA SAFARI	261	SPENCER ST	FOLSOM	CA	95630-2748	$ 167.87
88072	JASON & STEPHANIE BLACK	4225	MINOTAUR CIR	RANCHO CORDOVA	CA	95742-8215	$ 167.83
95410	QUANITA EVAN	3674	EDINGTON DR	RANCHO CORDOVA	CA	95742-7827	$ 167.83
97381	MIKAELA NADOLSKI	12753	SEAHAVEN WAY	RANCHO CORDOVA	CA	95742-6715	$ 167.83
40841	PAH 2016-1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 167.83
59977	SUSAN MARY FASANO RLT OF 2016	915	HIGHLAND POINTE DR	ROSEVILLE	CA	95678-5419	$ 167.83
81491	PEDRO CASTILLO	2013	MCGREGOR DR	RANCHO CORDOVA	CA	95670-2416	$ 167.83
120198	EDMUNDO P GONZALEZ	9977	REDSTONE DR	SACRAMENTO	CA	95827-3501	$ 167.83
122871	CHRISTINA CHAPARRO	11083	GINGERWOOD WAY	RANCHO CORDOVA	CA	95670-5256	$ 167.83
250621	BIG OAK INVESTMENTS	3209	SANBURY CIR	RANCHO CORDOVA	CA	95670-5701	$ 167.39
525393	MARIAN HITCHINGS	1804	KLAMATH RIVER DR	RANCHO CORDOVA	CA	95670-2811	$ 167.34
125860	CATAMOUNT PROPERTIES 2018 LLC	2015	MANHATTAN BEACH BLVD	REDONDO BEACH	CA	90278-1226	$ 166.93
129087	KEVIN TYLER	12302	ROCKY FORD CT	RANCHO CORDOVA	CA	95742-6796	$ 163.93
57590	KARRIEM GLASTER	2278	LA GRAMA DR	RANCHO CORDOVA	CA	95670-3155	$ 161.15
101714	JUDITH LUCAS	2405	MCGREGOR DR	RANCHO CORDOVA	CA	95670-3928	$ 158.64
50973	THEOPOLIS JOHNSON	10109	MALAGA WAY	RANCHO CORDOVA	CA	95670-3311	$ 156.87
133486	NOOR A MUBEEN	11836	DELAVAN CIR	RANCHO CORDOVA	CA	95742-8061	$ 156.32
43960	VICTORIA SMITH	2479	TWIN CT	RANCHO CORDOVA	CA	95670-5225	$ 156.15
88776	ALLEN L AMES JR	2608	TRONERO WAY	RANCHO CORDOVA	CA	95670-3612	$ 155.51
29909	HECTOR C NIETO	2662	GILBERT WAY	RANCHO CORDOVA	CA	95670-3539	$ 154.02
9016	GURDEEP BAIN	9937	BURLINE ST	SACRAMENTO	CA	95827-3543	$ 152.25
76412	RENETA EDWARDS	12655	RAYMER WAY	RANCHO CORDOVA	CA	95742-	$ 151.73
60260	PETER FEIKA & ALICE KAMARA	10213	COUNTRY WAY	SACRAMENTO	CA	95827-2413	$ 150.13
56530	YATRA RACHOGAN	11885	WHITE RAIN WAY	RANCHO CORDOVA	CA	95742-8003	$ 148.12
570353	WANDA COPELAND	2736	LOS AMIGOS DR	RANCHO CORDOVA	CA	95670-3431	$ 147.66
132519	SUNRIDGE VILLAS PROPERTY	11603	ANDRIA LN	RANCHO CORDOVA	CA	95742	$ 147.18
103545	ROBERT MCDONALDS	14	BINACA CT	SACRAMENTO	CA	95833-1136	$ 146.10
535693	CYNTHIA WOODARDS	2428	RASHAWN DR	RANCHO CORDOVA	CA	95670-4258	$ 145.98
85099	VIJAY PARTHASARATHY	5913	DUTCHESS CT	FAIR OAKS	CA	95628-2509	$ 145.26
225046	JOAN M BIELA	10832	BALLANTRAE WAY	RANCHO CORDOVA	CA	95670-4934	$ 145.26
73231	MITCHELL G PRYOR	5114	OTTER POND WAY	RANCHO CORDOVA	CA	95742-8122	$ 145.10
13907	JULIETTA ZAKARYAN	221	LATHROP WAY	SACRAMENTO	CA	95815-4215	$ 144.91
16940	ALLA NAUMOV	3504	GEMINI WAY	SACRAMENTO	CA	95827-2926	$ 143.21
132409	NAJIBULLAH BAHRAMAND	2428	RASHAWN DR	RANCHO CORDOVA	CA	95670-4258	$ 141.54
90716	RICHARD & TERESA HERNANDEZ	10265	COLOMA RD	RANCHO CORDOVA	CA	95670-3656	$ 140.81
133558	ABDUL K NIAZI & FATIMA NIAZI	2417	CARIEL CT	RANCHO CORDOVA	CA	95670-4923	$ 140.45
73220	JOE ROMEO	2724	EL PARQUE CIR	RANCHO CORDOVA	CA	95670-1945	$ 140.35
72508	CASSANDRA LARSEN	3553	SCORPIO DR	SACRAMENTO	CA	95827-2938	$ 140.30
35323	FRANCISCO C & KAREN D RAMIREZ	6615	GRANT AVE	CARMICHAEL	CA	95608-3404	$ 140.00
156406	SYED MALEKH	11891	APPOLON DR	RANCHO CORDOVA	CA	95742-8074	$ 139.98
128067	YULIY/DAVID/NATALYA SILVINSKIY	2832	COCHISE CT	RANCHO CORDOVA	CA	95670-5608	$ 138.95
128068	YULIY/DAVID/NATALYA SILVINSKIY	2832	COCHISE CT	RANCHO CORDOVA	CA	95670-5608	$ 138.95
132246	THERESA LUNA	4405	ARCTIC TERN WAY	RANCHO CORDOVA	CA	95742-8296	$ 138.17
117635	JOSEPH AIMONE	10632	AUDUBON WAY	RANCHO CORDOVA	CA	95742	$ 136.05
128213	CHAD M MCKEOWN	2212	RIVER TRAILS CIR	RANCHO CORDOVA	CA	95670-2223	$ 135.48
9557	PATIENCE MABRAY	3008	PORTSMOUTH DR	RANCHO CORDOVA	CA	95670-5321	$ 132.86
586605	WILLIE REDDIC	11108	MORGAN RIVER CT	RANCHO CORDOVA	CA	95670-2942	$ 131.77
81496	DENYE & ELYSSE VERSHER	11832	STONEY RIDGE WAY	RANCHO CORDOVA	CA	95742-8101	$ 131.68
14859	C M ARROL 2020 FAM TRUST	3533	GRANBY DR	SACRAMENTO	CA	95827-3522	$ 130.27
577071	MARSHA COELHO	9829	RUDDY DUCK WAY	ELK GROVE	CA	95757-8163	$ 129.06
20663	EARL R COUCH	10420	ABBOTTFORD WAY	RANCHO CORDOVA	CA	95670-5802	$ 126.97
33057	MICHELLE AND CHRIS WILCOX	4233	THALIA WAY	RANCHO CORDOVA	CA	95742-8035	$ 126.97
39256	PAH 2016-1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 126.97
40826	TAH 2016-1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 126.97

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
40829	TAH 2016-1 BORROWER LLC	0	PO BOX 34432	CHARLOTTE	NC	28234-4432	$ 126.97
40830	DIAMOND BAY REALTY PROPERTY	0	PO BOX 34432	CHARLOTTE	NC	28234-4432	$ 126.97
40831	TAH 2016 1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 126.97
40833	TAH 2016-1 BORROWER LLC	0	PO BOX 34432	CHARLOTTE	NC	28234-4432	$ 126.97
40834	TAH 2016-1 BORROWER LLC	0	PO BOX 34432	CHARLOTTE	NC	28234-4432	$ 126.97
40836	TAH 2016-1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 126.97
43153	TAH 2016 1 BORROWER LLC	0	PO BOX 34432	CHARLOTTE	NC	28234-4432	$ 126.97
44287	TAH 2016-1 BORROWER LLC	0	PO BOX 34432	CHARLOTTE	NC	28234-4432	$ 126.97
46479	TAH 2018-1 BORROWER LLC A	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 126.97
71333	GURBHEJ SINGH & POONAM CHHINA	4028	BRANIGAN LAKE WAY	RANCHO CORDOVA	CA	95742-7774	$ 126.97
71839	CARL & REBECCA GEORGE	10649	OLSON DR	RANCHO CORDOVA	CA	95670-5619	$ 126.97
80419	LYSHA J LEWIS	9717	WOODHOLLOW WAY	SACRAMENTO	CA	95827-2722	$ 126.97
82526	TAH 2016 1 BORROWER LLC	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 126.97
112522	DENISE & PETER LOPEZ JR	1453	KLAMATH RIVER DR	RANCHO CORDOVA	CA	95670-2848	$ 126.97
114050	LLOYD BRUMFIELD	3424	VIKING DR	SACRAMENTO	CA	95827-2837	$ 126.97
115864	ALEJANDRINA AND SETH KARAKOWSI	3220	PORTSMOUTH DR	RANCHO CORDOVA	CA	95670-5325	$ 126.97
118151	SERENA A WEHRLI	11185	QUEBEC RIVER CT	RANCHO CORDOVA	CA	95670-2936	$ 126.97
119445	E & A ROSEN LIVING TRUST	2342	LA LOMA DR	RANCHO CORDOVA	CA	95670-3102	$ 126.97
120498	JUANITA AND ALFONSO DOMINGUEZ	10435	EL MERCADO DR	RANCHO CORDOVA	CA	95670-5901	$ 126.97
127284	CALEB MCNITT	9912	METEOR DR	SACRAMENTO	CA	95827-2912	$ 126.97
127479	NESAR AHMAD & YALDA R RAHMATEE	2729	LAS CASAS WAY	RANCHO CORDOVA	CA	95670-3103	$ 126.97
127528	JOTHIMANI KANTHAN	12076	LE BLANC WAY	RANCHO CORDOVA	CA	95742-6782	$ 126.97
137325	J ALBERTO CHAVEZ	8500	CLOUDCROFT WAY	ORANGEVALE	CA	95662-3925	$ 126.97
154630	BENJAMIN LOPEZ	2404	BENITA DR	RANCHO CORDOVA	CA	95670	$ 126.97
156233	DONALD E WROTH	2263	AUTUMNLEAF LN	RANCHO CORDOVA	CA	95670-4203	$ 126.97
181260	TRUST OF BIELA	10832	BALLANTRAE WAY	RANCHO CORDOVA	CA	95670-4934	$ 126.97
185553	HELEN FONG SAUCEDO/BRYAN	2370	BYRD DR	RANCHO CORDOVA	CA	95670-3956	$ 126.97
604336	TERRY KELLY	10238	AGNES CIR	RANCHO CORDOVA	CA	95670-2059	$ 126.97
609611	DELEON MALOU	11091	BUFFALO RIVER CT	RANCHO CORDOVA	CA	95670-2840	$ 126.97
11271	JANELL R MOORE	3525	ASTRAL DR	SACRAMENTO	CA	95827	$ 126.97
34739	LEXINGTON PROPERTIES	0	PO BOX 15086	SANTA ANA	CA	92735-0086	$ 126.97
69860	JIN YONG	10440	MALAGA WAY	RANCHO CORDOVA	CA	95670-3608	$ 126.97
75566	LEO J LEVAC	2302	SUMMERFIELD CT	RANCHO CORDOVA	CA	95670-4215	$ 126.97
154393	KEVIN BOWMAN	11900	RUBILITE WAY	RANCHO CORDOVA	CA	95742-8071	$ 126.97
128430	SYLVAN TUCKER	12290	ROCKY FORD CT	RANCHO CORDOVA	CA	95742	$ 126.97
103460	ASTGHIK GHARIBYAN	3532	DEBINA WAY	RANCHO CORDOVA	CA	95670-6972	$ 126.86
219141	JAMES FURMAN	810	MARK WEST SPRINGS RD	SANTA ROSA	CA	95404-1140	$ 126.37
117815	SARAJULLAH SUBHAN	5105	OTTER POND WAY	RANCHO CORDOVA	CA	95742-8122	$ 126.11
133567	NAYCOR J & NAYCOR K VALENZUELA	3209	SANBURY CIR	RANCHO CORDOVA	CA	95670-5701	$ 125.87
119285	ILIESA & PAULINI NAWAQATABU SR	12388	PAWCATUCK WAY	RANCHO CORDOVA	CA	95742-7737	$ 123.91
248160	BARNES TRUST	10521	ABBOTTFORD WAY	RANCHO CORDOVA	CA	95670-5803	$ 123.86
130258	JAYAPRAKASH TONDAPU	12268	COAL CREEK WAY	RANCHO CORDOVA	CA	95742	$ 123.08
211798	JERRY EDWARDS	10875	PAIUTE WAY	RANCHO CORDOVA	CA	95670-5629	$ 122.85
85707	JOHNNY N JOHNSON III	10667	CAMPANA WAY	RANCHO CORDOVA	CA	95670-3913	$ 122.68
123076	SHRADER FAMILY TRUST	10423	DOLECETTO DR	RANCHO CORDOVA	CA	95670-3601	$ 122.68
208686	ROBERT REXROAT	11854	FIRE AGATE WAY	Rancho Cordova	CA	95742-8068	$ 120.76
32579	MERARI GARCIA	10720	ZUEGER CT	RANCHO CORDOVA	CA	95670-4008	$ 117.67
19238	CARMEN DE LARA	12043	QUAIL FALLS WAY	RANCHO CORDOVA	CA	95742-8131	$ 116.00
114145	JAUREGUI, JAIME	4001	SALT POINT WAY	RANCHO CORDOVA	CA	95742-6640	$ 115.14
395756	DAN QUAST	2223	KINGSTREE LN	RANCHO CORDOVA	CA	95670-4211	$ 115.00
94791	ZIYODABONU NIJMANJONOVA	3611	EDINGTON DR	RANCHO CORDOVA	CA	95742-7835	$ 88.77
104530	STEPHANIE GREENE	4124	AURA WAY	RANCHO CORDOVA	CA	95742	$ 87.33
16552	SARAH VIGNA	10344	NEWTON WAY	RANCHO CORDOVA	CA	95670-2053	$ 51.75
5826	AMY DIENG	11937	MULDOON WAY	RANCHO CORDOVA	CA	95742-8094	$ 47.86
							$ 482,999.16

ATTACHMENT 2
Exhibit A to the Resolution

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 24, 2025

Account	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy

MEMORANDUM

ITEM 10.2.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Community Development Director

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA AMENDING TITLE 16, CHAPTERS 16.82, 16.83, 16.84, 16.85, 16.86, AND 16.95 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE FOR AFFORDABLE HOUSING PROJECTS**

RECOMMENDATION

Waive the first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would amend Title 16, Chapters 16.82, 16.83, 16.84, 16.85, 16.86, and 16.95 of the City of Rancho Cordova Municipal Code (Municipal Code) for affordable housing projects.

BACKGROUND

Periodically, amendments to the Municipal Code are necessary to address ambiguities, provide clarification, and to be consistent with customary practice or comply with changes in state law.

The City of Rancho Cordova (city) charges development impact fees in connection with approval of development projects to finance the design, construction, installation, and acquisition of public infrastructure consistent with the requirements of the Mitigation Fee Act (MFA). Municipal Code, Title 16, Chapters 16.82, 16.83, 16.84, 16.85, 16.86, and 16.95 codify the various citywide and plan-area fee programs and types of development impact fees currently in effect within the city.

On September 19, 2024, Governor Newsom signed Senate Bill (SB) 937 into law; its provisions took effect January 1, 2025. SB 937 amends Government Code section 66007 to revise the timing of collection of development impact fees imposed on residential development. SB 937 prohibits local agencies from collecting development impact fees until issuance of the first certificate of occupancy for designated residential projects unless certain conditions are met and further prohibits the earlier collection of development impact fees for affordable housing projects. The city's current practice is to collect development

impact fees at the time of building permit issuance unless the city has agreed to defer payment of such fees pursuant to a fee deferral agreement.

DISCUSSION

Implementation of SB 937 requires the amendment of the above Municipal Code chapters. Proposed changes would allow the City to establish the timing of collection of development impact fees for categories of development projects and implement SB 937's limitations on the timing of collection of development impact fees for affordable housing. Only those sections with proposed changes are included in the attached documents as excerpts from the Municipal Code. Attachment 3 includes the draft amendments shown with track changes with new draft language underlined and language proposed for removal with strikethroughs. Attachment 2 includes all the amendments in a non-track change format and is provided as Exhibit A to the Ordinance.

The following chapters of the Municipal Code are included for amendment:

- Chapter 16.82 Establishing of Development Impact Fees, to impose development fees to fund the cost of public facilities, as a condition to any rezoning and prior to approval of certain permits, within the Suncreek Specific Plan Area. The Ordinance would revise Sections 16.82.020, 16.82.120, and 16.82.130, 16.82.140, 16.82.160, 16.82.180, and 16.82.190 to include "Certificate of Occupancy", "Temporary Certificate of Occupancy", and "Final Inspection" definition and timing to be consistent with state law SB 937and minor changes for consistency throughout the sections.

- Chapter 16.83 Development Impact Fees, to finance the cost of public facilities, as a condition to any rezoning and prior to approval of certain permits, within the Sunrise Douglas Community Plan Area. The Ordinance would revise Sections 16.83.020, 16.83.030, 16.83.045, 16.83.050, 16.83.060, 16.83.080, 16.83.090, and 16.83.100, 16.83.110, 16.83.130, 16.83.50,16.83.160, 16.83.170, 16.83.175, and 16.83.180 to include "Certificate of Occupancy", "Temporary Certificate of Occupancy", and "Final Inspection" definition and timing to be consistent with state law SB 937 and minor changes for consistency throughout the sections.

- Chapter 16.84 Development Impact Fees, to finance the cost of transportation facilities, as a condition to any rezoning and prior to approval of certain permits, within the city. The Ordinance would revise Sections 16.84.020, 16.84.030, 16.84.040, 16.84.050, 16.84.060, 16.84.070, 16.84.100, 16.84.110, and 16.84.120 to include "Certificate of Occupancy", "Temporary Certificate of Occupancy", and "Final Inspection" definition and timing to be consistent with state law SB 937 and minor changes for consistency throughout the sections.

- Chapter 16.85 Establishment of Development Impact Fees for Measure A Transportation Improvements, granting the city the authority to assess development impact fees upon the owners of certain residential and nonresidential developments, to fund the required public facilities and address the transportation impacts caused by such development activity, within the city. The Ordinance would revise Sections 16.85.020, 16.85.070, and 16.85.100, to include "Building Permit", "Certificate of Occupancy",

“Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing to be consistent with state law SB 937.

• Chapter 16.86 Establishment of Transit Development Impact Fees for Transit Improvements, granting the city the authority to assess development impact fees upon the owners of certain residential and nonresidential developments, to fund the required public facilities and address the transit impacts caused by such development activity within the city. The Ordinance would revise Sections 16.86.020, 16.86.070, and 16.86.100 to include “Building Permit”, “Certificate of Occupancy”, “Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing to be consistent with state law SB 937.

• Chapter 16.95 Storm Drainage Impact Fee Program, imposing development fees, as a condition to any rezoning and prior to approval of certain permits, to fund the cost of certain storm drainage facilities, in the city. The Ordinance would revise Sections 16.95.020, 16.95.030, and 16.95.040, 16.95.050, 16.95.060, 16.95.080, 16.95.110, 16.95.120, and 16.95.130 to include “Certificate of Occupancy”, “Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing consistent with state law SB 937 and minor changes for consistency throughout the sections.

ENVIRONMENTAL ANALYSIS

CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment…”. The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to further regulate or clarify uses that are already present in the city or provide consistency with State law and no significant expansion of these activities can reasonably be anticipated to occur. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed Ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the Ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development and it would not result in direct or indirect physical changes in the environment. Any specific development projects that may result from these changes will be subject to environmental review. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these amendments to Chapter 16 of the Municipal Code are exempt from review under CEQA and no further environmental review is necessary.

FISCAL IMPACT AND FUNDING SOURCE

SB 937 will impact the timing of when the city receives certain impact fee program funds, as the development impact fees for affordable housing projects will be collected prior to issuance of the certificate of occupancy (as that term is defined in relevant Municipal Code chapters), rather than at issuance of the building permit.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance
3. Municipal Code Amendments - Track Changes

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA AMENDING, TITLE 16, CHAPTER 16.82 ESTABLISHMENT OF DEVELOPMENT IMPACT FEES TO FINANCE THE COST OF PUBLIC FACILITIES WITHIN THE SUNCREEK SPECIFIC PLAN AREA, CHAPTER 16.83 DEVELOPMENT IMPACT FEES TO FINANCE COST OF PUBLIC FACILITIES, CHAPTER 16.84 DEVELOPMENT IMPACT FEES TO FINANCE THE COST OF TRANSPORTATION FACILITIES, CHAPTER 16.85 ESTABLISHMENT OF DEVELOPMENT IMPACT FEES FOR MEASURE A TRANSORTATION IMPROVEMENTS, CHAPTER 16.86 ESTABLISHMENT OF TRANSIT DEVELOPMENT IMPACT FEES FOR TRANSIT IMPROVEMENTS, AND CHAPTER 16.95 STORM DRAINAGE IMPACT FEE PROGRAM

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

Section 1. Purpose and Declarations.

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

WHEREAS, Chapter 16.82 Establishing of Development Impact Fees, to impose development fees to fund the cost of public facilities, as a condition to any rezoning and prior to approval of certain permits, within the Suncreek Specific Plan Area:

A. The Ordinance would revise Sections 16.82.020, 16.82.120, and 16.82.130, 16.82.140, 16.82.160, 16.82.180, and 16.82.190 to include “Certificate of Occupancy”, “Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing to be consistent with state law SB 937and minor changes for consistency throughout the sections; and

WHEREAS, Chapter 16.83 Development Impact Fees, to finance the cost of public facilities, as a condition to any rezoning and prior to approval of certain permits, within the Sunrise Douglas Community Plan Area:

B. The Ordinance would revise Sections 16.83.020, 16.83.030, 16.83.045, 16.83.050, 16.83.060, 16.83.080, 16.83.090, and 16.83.100, 16.83.110, 16.83.130, 16.83.150, 16.83.160, 16.83.170, 16.83.175, and 16.83.180 to include “Certificate of Occupancy”, “Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing to be consistent with state law SB 937 and minor changes for consistency throughout the sections; and

WHEREAS, Chapter 16.84 Development Impact Fees, to finance the cost of transportation facilities, as a condition to any rezoning and prior to approval of certain permits, within the city:

C. The Ordinance would revise Sections 16.84.020, 16.84.030, 16.84.040, 16.84.050, 16.84.060, 16.84.070, 16.84.100, 16.84.110, and 16.84.120 to include “Certificate of Occupancy”, “Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing to be consistent with state law SB 937 and minor changes for consistency throughout the sections; and

WHEREAS, Chapter 16.85 Establishment of Development Impact Fees for Measure A Transportation Improvements, granting the city the authority to assess development impact fees upon the owners of certain residential and nonresidential developments, to fund the required public facilities and address the transportation impacts caused by such development activity, within the city:

D. The Ordinance would revise Sections 16.85.020, 16.85.070, and 16.85.100, to include “Building Permit”, “Certificate of Occupancy”, “Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing to be consistent with state law SB 937; and

WHEREAS, Chapter 16.86 Establishment of Transit Development Impact Fees for Transit Improvements, granting the city the authority to assess development impact fees upon the owners of certain residential and nonresidential developments, to fund the required public facilities and address the transit impacts caused by such development activity, within the city:

E. The Ordinance would revise Sections 16.86.020, 16.86.070, and 16.86.100 to include “Building Permit”, “Certificate of Occupancy”, “Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing to be consistent with state law SB 937; and

WHEREAS, Chapter 16.95 Storm Drainage Impact Fee Program, imposing development fees, as a condition to any rezoning and prior to approval of certain permits, to fund the cost of certain storm drainage facilities, in the city:

F. The Ordinance would revise Sections 16.95.020, 16.95.030, and 16.95.040, 16.95.050, 16.95.060, 16.95.080, 16.95.110, 16.95.120, and 16.95.130 to include “Certificate of Occupancy”, “Temporary Certificate of Occupancy”, and “Final Inspection” definition and timing consistent with state law SB 937 and minor changes for consistency throughout the sections; and

WHEREAS, on June 16, 2025, the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. This Ordinance is adopted pursuant to the following findings:

A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment…” The proposed amendments are not a “project” within the meaning of CEQA because the amendments

seek to provide clarification of uses, standards and/or enforcement procedures, address inconsistencies between definitions, delete text that is no longer necessary. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The approval of the code amendments set forth in the proposed ordinance does not approve any physical development and it would not result in a direct or indirect physical changes in the environment. Any specific development projects that may result from these changes will be subject to environmental review. The proposed amendments are consistent with the City's General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

B. **The proposed amendment is consistent with the General Plan.** The attached Municipal Code Amendments ("Amendments") are consistent with the General Plan. The amendments would address new state law related to timing of impact fees collection for affordable housing.

C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The amendments would address new state law related to timing of impact fees collection for affordable housing. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City.

D. The proposed amendments are internally consistent with other applicable provisions in Title 16. The Amendments have been reviewed for consistency with the entirety of the Municipal Code and are consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 16 Buildings and Construction

The City Council hereby adopts the amendments to Title 16 Buildings and Construction of the Rancho Cordova Municipal Code, as shown and incorporated in Exhibit A to this Ordinance.

Section 4. Severability

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

Section 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ___ day of _____ 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Siri Pulipati, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code

Amendments

Note to Reader: Only those sections and/or subsections listed within this document are being amended. Unless otherwise indicated, all sections and subsections prior to and after the amended section and/or subsection shall remain unchanged.

SECTION 1. Sections 16.82.020, 16.82.120,16.82.130, 16.82.140, 16.82.160, 16.82.180, and 16.82.190 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.82.020 Definitions.

A. “Area” means that geographic area established for public facilities financing purposes within the city of Rancho Cordova depicted in Figure 1 attached to the ordinance codified in this chapter and incorporated herein by reference. A detailed map of the area depicted on Figure 1 is on file with the city planning department, and such maps are incorporated by reference herein.

B. “Building permit” means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

C. “Certificate of Occupancy” means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

D. “City” means the city of Rancho Cordova.

E. “Costs” means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

F. “Council” or “city council” means the city council of the city of Rancho Cordova.

G. “Department” means the city of Rancho Cordova community development department.

H. “Development impact fee” means the fee levied by this chapter upon the approval of one or more building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable.

I. “Development unit” means a dwelling unit, for residential development, or square foot of building floor area, for nonresidential development.

J. “Director” means the Director of the Rancho Cordova community development department.

K. “Facilities” means those public facilities designated in the SunCreek specific plan development impact fee program.

L. “Fee resolution” means the resolution and fee schedule adopted by the city council, as may be amended from time to time, that approves the amount of the SunCreek specific plan development impact fees.

M. “Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

N. “Improvement plan” means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova public works department.

O. “Land use category” means detached dwelling units, attached dwelling units, mobile homes, commercial lodging units, commercial uses, office uses, or other uses as further defined in the fee resolution.

P. “Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes, and mobile homes, or improvements thereto. Nonresidential development includes commercial development. Typically, nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, daycare centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

Q. “Program fee per development unit” means the development impact fee per development unit for a particular category of facilities. Such program fees, identified in the fee resolution, were established using an allocation of public facility costs, as identified in SunCreek specific plan capital improvement plan based on land use categories identified in the SunCreek specific plan development impact fee program nexus study.

R. “Programmed cost” means the estimated cost of constructing a facility based upon the unit costs for each construction item plus fixed contingency costs for engineering, permits, and construction as set forth in the SunCreek specific plan capital improvement plan and its public facilities project cost estimates, as periodically updated and adopted by resolution of the council.

S. “Residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated low density residential, medium density residential, compact density residential, high density residential, village center or regional town center as defined in the SunCreek specific plan. Nonresidential development permitted by right or with a use permit, constructed on sites zoned for residential use, is nonresidential development for purposes of this chapter.

T. “SunCreek capital improvement plan” means the projects identified and the cost estimates prepared, and as may be updated, for the public facilities identified in the SunCreek specific plan development impact fee nexus study.

U. “SunCreek specific plan development impact fee program” means the fee schedule, including any amendments thereto, adopted by resolution by the council for financing of designated public facilities to serve the city of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the development impact fees collected pursuant to this chapter, the priority list (“priority list”) for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within the SunCreek specific plan area of the city of Rancho Cordova as established. [Ord. 9-2022 § 3 (Exh. A)].

V. “Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion therefo before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.82.120 Imposition of development impact fee.

No change in a land use zoning designation shall be approved within the SunCreek specific plan area unless payment of the development impact fees established by this chapter is required of the property owner as a condition of such approval. No building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable shall be issued for property within the SunCreek specific plan area unless the

development fees for that property are paid as required by this chapter. No small lot final map shall be approved unless the plan area formation fee has been paid as required by this chapter. [Ord. 9-2022 § 3 (Exh. A)].

16.82.130 Payment of development impact fees.

The development impact fees imposed pursuant to this chapter shall be paid by the property owner to the department, in an amount calculated pursuant to RCMC 16.82.150, 16.82.160, and 16.82.170. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits or final inspection, as applicable with the exception of the plan area formation fee which shall be paid prior to final map. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits, temporary Certificate of Occupancy, or Certificate of Occupancy, as applicable. [Ord. 9-2022 § 3 (Exh. A)].

16.82.140 Adoption of the capital improvement plan and compliance with the priority list of SunCreek specific plan development impact fee program.

A. The council shall by resolution adopt the capital improvement plan of the SunCreek specific plan development impact fee program. The council shall review the capital improvement plan not less than annually and may amend it by resolution at its discretion.

B. With the exception of facilities approved by the Director for construction by a property owner pursuant to RCMC 16.82.190, all facilities shall be funded in accordance with the priority list established for the SunCreek specific plan development impact fee program. [Ord. 9-2022 § 3 (Exh. A)].

16.82.160 Calculation of development impact fees.

A. For single-family residential development and multifamily residential development, the development fees per dwelling unit set forth in RCMC 16.82.120 and 16.82.130 shall be calculated pursuant to the following formula:

F = P

Where:

F = The development fee for each category of public facilities to be paid for each dwelling unit by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.82.120 are proposed for approval; and

P = Program fee per dwelling unit for each category of public facilities for the type of development as shown in the SunCreek specific plan development impact fee program.

B. For nonresidential development, the development fees per building permit set forth in RCMC 16.82.120 and 16.28.130 shall be calculated pursuant to the following formula:

F = P x S

Where:

F = The development fee for each category of public facilities to be paid for each building permit by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.82.120 are proposed for approval; and

P = Program fee per square foot of building floor area for each category of public facilities for the type of development as shown in the SunCreek specific plan development impact fee program;

S = The number of square feet of building floor area proposed for development.

C. The administration fee per building permit as set forth in RCMC 16.82.120 and 16.82.130 shall be calculated pursuant to the following formula:

F = T x 3.0%

Where:

F = The administration fee to be paid for each dwelling unit for single-family residential development and multifamily residential development, or for each building permit for nonresidential development, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.82.120 are proposed for approval.

T = The sum of the development fees for all fee categories of public facilities to be paid for each dwelling unit for single-family residential development and multifamily residential development, or for each building permit for nonresidential development, before any applicable credits pursuant to RCMC 16.82.180 or 16.82.195 are applied, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.82.120 are proposed for approval.

D. The plan area formation fee per acre as set forth in RCMC 16.82.120 and 16.82.130 shall be calculated pursuant to the following formula:

F = P x A

Where:

F = The plan area formation fee to be paid for each final map by the owner of property for which a change in land use zone has been approved or the final map described in RCMC 16.82.120 are proposed for approval; and

P = Program fee per net developable acre for plan area formation for residential development and nonresidential development as shown in the SunCreek specific plan development impact fee program;

A = Net developable acre excluding public and other land uses, including roads, schools, parks, detention basins, public/quasi-public parcels, wetland preserves and wetland buffers.

E. The development fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B), (C) and (D) of this section for the categories of facilities established by RCMC 16.82.150, which are applicable.

F. For the purpose of calculating SunCreek specific plan development fees pursuant to subsections (A), (B), (C), and (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the Director is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density.

G. For the purpose of calculating SunCreek specific plan development fees pursuant to subsections (A), (B), (C), and (D) of this section for building permits for land use categories not included in this chapter, the Director is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density. [Ord. 9-2022 § 3 (Exh. A)].

16.82.180 Credit for construction of specific plan public facilities.

A. Upon application by the property owner or his authorized agent, the Director may authorize the construction of any specific plan public facilities, or portions thereof, in order of priority as designated on the priority list in the SunCreek specific plan development impact fee program in lieu of all, or a portion of, the development impact fees required by this chapter. If so authorized, the credit toward specific plan development impact fees to be provided to the property owner for such in lieu construction shall be equal to 80 percent of the programmed cost of the facility, as set forth in the SunCreek specific plan development impact fee program in effect at the time when the in lieu construction is so authorized, including, but not limited to, unit prices, quantities and project descriptions. Prior to credit being given and/or issuance of any of the approvals set forth in RCMC 16.82.130 (e.g., approvals of building permits, subdivisions or zoning amendments),

the construction of any facility authorized by this section must either be accepted by the department, or the property owner must post security for the complete performance of the construction in a form acceptable to the Director and the city attorney.

B. Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining 20 percent of the programmed cost as designated in the SunCreek specific plan development impact fee program may be issued as a credit balance to the property owner that may be utilized within the city of Rancho Cordova as determined by the Director.

C. Where the amount of the credit is less than the amount of the SunCreek specific plan development fee otherwise applicable to the development in question, the property owner must pay to the city the difference in accordance with RCMC 16.82.130.

D. Where the amount of the credit is greater than the amount of the SunCreek specific plan development fee, the property owner shall be paid the difference only from the applicable SunCreek specific plan fund within a reasonable time after the project is accepted by the department pursuant to RCMC 16.84.120 in order of priority on the priority list in the SunCreek specific plan development impact fee program when funds are available.

E. Where a facility is proposed for construction by the property owner, the Director at his or her discretion may either (1) provide the property owner with a credit pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.82.190. [Ord. 9-2022 § 3 (Exh. A)].

16.82.190 Reimbursement for construction of SunCreek specific plan projects in advance of the SunCreek specific plan development impact fee program priority list schedule.

A. Upon application by the property owner or his authorized agent, the Director may enter into a reimbursement agreement authorizing the construction of any specific plan facilities, or portions thereof, designated in the SunCreek specific plan development impact fee program. In addition to the requirements of subsection (D) of this section, the agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the city will only be made from the applicable SunCreek specific plan fund when funds are available.

B. The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the SunCreek specific plan development impact fee program in effect at the time the construction contract is awarded for that specific facility. The time of reimbursement shall be the end of the fiscal year in which the

facility is scheduled for construction, based on the priority list in the SunCreek specific plan development impact fee program, or as different timing is otherwise authorized by the Director.

C. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the applicable SunCreek specific plan development fees in the manner and amount specified by this chapter.

D. If the Director enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.82.150(C) the agreement shall provide that: (1) the general fund of the city is not liable for payment of any obligations arising from the agreement; (2) the credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement; (3) the landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and (4) the obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the applicable SunCreek specific plan development impact fees deposited in the applicable transportation fund.

E. Property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A), (B), (C), and (D) of this section no later than five years after the specific plan public project is constructed and accepted. Property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said five-year limitation. [Ord. 9-2022 § 3 (Exh. A)].

SECTION 2. Sections 16.83.020, 16.83.030, and 16.83.045, 16.83.050, 16.83.060, 16.83.080, 16.83.090, 16.83.100, 16.83.110, 16.83.130, 16.83.150, 16.83.160, 16.83.170, 16.83.175, and 16.83.180 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.83.020 Definitions.

"Areas" means those geographic areas established for public facilities financing purposes within the Sunrise Douglas community plan public facilities financing plan area depicted in Figure 1 attached to the ordinance codified in this chapter and incorporated herein by reference. Area 1 comprises the Sunridge specific plan area. A detailed map of each area depicted on Figure 1 is on file with the public works department of the city of Rancho Cordova and is by this reference incorporated herein.

"Building permit" means the permit issued or required for the construction of residential dwelling units or for the construction or improvement of additional square footage of floor area for any nonresidential structure pursuant to and as defined by the city of Rancho Cordova building code.

"City" means the city of Rancho Cordova.

"Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

"Commercial development" means buildings constructed for the purpose of occupancy by retail, services, and other principally nonoffice businesses located on sites zoned SC shopping center, LC limited commercial, TC travel commercial, AC auto commercial, or GC general commercial in accord with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use (CMU) by the Sunridge specific plan or other specific plan. Residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the zoning code or specific plan are residential development rather than commercial development for purposes of this chapter.

"Community Development Director" means the director of the city of Rancho Cordova community development department.

“Costs” means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

“Council” means the city council of the city of Rancho Cordova.

“Department” means the city of Rancho Cordova public works department.

“Development fee” or “development impact fee” means the fee levied by this chapter upon the approval of building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable within the Sunrise Douglas community plan area.

“Development unit” means dwelling unit for residential development or square feet of building floor area for nonresidential development.

“Director” means the Director of the Rancho Cordova public works department.

“Equivalent dwelling unit factor” means the number of equivalent dwelling units (EDUs) per development unit that indicates the relative financial responsibility for facilities of a specific land use category as defined in this chapter and regulated by the Rancho Cordova zoning code compared to the financial responsibility for the same facilities of one acre of land zoned for one single-family detached dwelling unit per acre.

“Facilities” means those public facilities designated in the Sunrise Douglas community plan development impact fee program.

“Fee per equivalent dwelling unit” means the fee rate that is calculated for each category of public facilities by dividing the total estimated cost of the facilities by the total equivalent dwelling units to be generated by planned development within the Sunrise Douglas community plan area and subject to the SDCP development impact fee program.

“Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

“Improvement plan” means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova public works department pursuant to Chapter 12.03 RCMC prior to the issuance of a building permit for the property.

“Land use category” means any of the following development categories as defined by this chapter: single-family residential development, multifamily residential development, commercial development, and office development.

“Multifamily residential development” means buildings consisting of three or more attached dwelling units for residential occupancy as apartments, townhouses, or condominiums.

“Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobile homes. Typically nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, day care centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

“Office development” means buildings constructed for the purpose of occupancy by principally business and professional office uses located on sites zoned BP business and professional office in accord with the city of Rancho Cordova zoning code or designated commercial or CMU commercial mixed use by the Sunridge specific plan or other specific plan.

“Program fee per development unit” means the development fee per development unit for a particular category of facilities. For each facilities category the program fee per development unit is calculated by multiplying the fee per equivalent dwelling unit by the equivalent dwelling unit factor for each land use category as established and periodically updated in the Sunrise Douglas community plan development impact fee program.

“Programmed cost” means the estimated cost of constructing a facility based upon the unit costs for each construction item plus a fixed 21 percent for inspection, materials testing, design and construction surveys, and engineering, and a fixed 10 percent for construction contingency as set forth in the Sunrise Douglas community plan development impact fee program and its public facilities project cost estimates, as periodically updated and adopted by resolution of the council.

“Residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes buildings or portions of buildings consisting of dwelling units constructed on sites designated CMU or another commercial zone. Institutional uses

or other nonhousing development allowed by special use permit to be constructed on sites zoned for residential use are nonresidential development for purposes of this chapter.

“Single-family residential development” means buildings consisting of individual dwelling units or no more than two attached dwelling units for residential occupancy as single-family detached homes, single-family attached homes, duplexes, halfplexes, manufactured homes, mobile homes, and residential accessory dwellings.

“Sunrise Douglas community plan administration fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.080.

“Sunrise Douglas community plan area” means all property located within the geographic area of the Sunrise Douglas community plan (SDCP) as originally adopted by the Sacramento County board of supervisors by Resolution No. 2002-0902 and as defined in the certified final environmental impact report for the Sunrise Douglas community plan and Sunridge specific plan.

“Sunrise Douglas community plan – Cordova recreation and park district park improvement fund” or “Sunrise Douglas community plan CRPD park improvement fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.060.

“Sunrise Douglas community plan development impact fee program” means the plan, including any amendments thereto, adopted by resolution by the council for financing of designated public facilities to serve the Sunrise Douglas community plan area, including, but not limited to, a designation of those facilities to be constructed with the development fees collected pursuant to this chapter, the priority list for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within each area of the Sunrise Douglas community plan area as established.

“Sunrise Douglas community plan fee program update fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.070.

“Sunrise Douglas community plan interim sewer fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.050.

“Sunrise Douglas community plan library fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.065.

“Sunrise Douglas community plan public facilities financing plan area” or “SDCP-PFFP area” means all property located within the Sunrise Douglas community plan area depicted in Figure 1 attached to the ordinance codified in this chapter and herein incorporated by reference. A detailed map of the property depicted on Figure 1 is on file

with the public works department of the city of Rancho Cordova and is by this reference incorporated herein.

“Sunrise Douglas community plan roadway fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.030.

“Sunrise Douglas community plan supplemental off-site water fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.045.

“Sunrise Douglas community plan transit shuttle fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.040. [Ord. 24-2004 § 1].

“Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.83.030 Establishment and administration of Sunrise Douglas community plan roadway fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan roadway fund. All amounts collected from roadway development fees from Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs identified in the roadway capital improvement program of the Sunrise Douglas community plan development impact fee program.

B. The Sunrise Douglas community plan roadway fund shall be administered by the Director. [Ord. 24-2004 § 1].

16.83.045 Establishment and administration of Sunrise Douglas community plan supplemental off-site water fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan supplemental off-site water fund. All amounts collected from supplemental off-site water development fees for Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs of supplemental off-site water facilities identified in the Sunrise Douglas community plan specific plan development impact fee program.

B. The Sunrise Douglas community plan supplemental off-site water fund shall be administered by the Director. [Ord. 24-2004 § 1].

16.83.050 Establishment and administration of Sunrise Douglas community plan interim sewer fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan interim sewer fund. All amounts collected from interim sewer development fees for Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs of interim sewer facilities identified in the Sunrise Douglas community plan specific plan development impact fee program.

B. The Sunrise Douglas community plan interim sewer fund shall be administered by the Director. [Ord. 24-2004 § 1].

16.83.060 Establishment and administration of Sunrise Douglas community plan CRPD park improvement fund.

A. There is hereby created by the office of the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan CRPD park improvement fund. All park improvement development fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the Cordova recreation and park district or its successor agency solely to pay the costs of applicable parks and recreation facilities identified in the Sunrise Douglas community plan specific plan development impact fee program for Area 1.

B. The Sunrise Douglas community plan CRPD park improvement fund shall be administered by the Cordova Recreation and Park District. [Ord. 24-2004 § 1].

16.83.080 Establishment and administration of Sunrise Douglas community plan administration fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan administration fund or other appropriate accounting mechanism. All administration fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova, or its successor agency, solely to pay the costs associated with administering the Sunrise Douglas community plan development impact fee program.

B. The Sunrise Douglas community plan administration fund shall be administered by the Director. [Ord. 24-2004 § 1].

16.83.090 Imposition of development fee.

No change in a land use zoning designation shall be approved within the Sunrise Douglas community plan area unless payment of the development fees established by this chapter is required of the property owner as a condition of such approval. No building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable shall be issued for property within the Sunrise Douglas community plan area unless the development fees for that property are paid as required by this chapter. [Ord. 24-2004 § 1].

16.83.100 Payment of development fees.

The development fees imposed pursuant to this chapter shall be paid by the property owner to the department in an amount calculated pursuant to RCMC 16.83.120, 16.83.130 and 16.83.140. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits or final inspection, as applicable. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits, temporary Certificate of Occupancy, or Certificate of Occupancy, as applicable. [Ord. 24-2004 § 1].

16.83.110 Adoption of the capital improvement plan and compliance with priority list of Sunrise Douglas community plan development impact fee program.

A. The council shall by resolution adopt the capital improvement plan of the Sunrise Douglas community plan development impact fee program. The council shall review the capital improvement plan of the Sunrise Douglas community plan development impact fee program not less than annually and may amend it by resolution at its discretion.

B. With the exception of facilities approved by the Director for construction by a property owner pursuant to RCMC 16.83.160, all facilities shall be funded in accordance with the priority list established in the Sunrise Douglas community plan development impact fee program. [Revised during 2008 codification; Ord. 24-2004 § 1].

16.83.130 Calculation of development fees.

A. For single-family residential development and multifamily residential development within Area 1, the development fees per dwelling unit set forth in RCMC 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

F = P

Where:

F = The development fee for each category of public facilities to be paid for each dwelling unit by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.83.090 are proposed for approval; and

P = Program fee per dwelling unit for each category of public facilities for the type of development as shown in the Sunrise Douglas community plan development impact fee program.

B. For nonresidential development within Area 1, the development fees per building permit set forth in RCMC 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

F = P x S

Where:

F = The development fee for each category of public facilities to be paid for each building permit by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.83.090 are proposed for approval; and

P = Program fee per square foot of building floor area for each category of public facilities for the type of development as shown in the Sunrise Douglas community plan development impact fee program.

S = The number of square feet of building floor area proposed for development.

C. The administration fee per building permit as set forth in RCMC 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

F = T x 3.75%

Where:

F = The administration fee to be paid for each dwelling unit for single-family residential development and multifamily residential development, or for each building permit for nonresidential development, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.83.090 are proposed for approval.

T = The sum of the development fees for all fee categories of public facilities to be paid for each dwelling unit for single-family residential development and multifamily residential development, or for each building permit for nonresidential development, before any applicable credits pursuant to RCMC 16.83.150, 16.83.160, 16.83.165, 16.83.170 or 16.83.180 are applied, by the owner

of property for which a change in land use zone has been approved or the permits described in RCMC 16.83.090 are proposed for approval.

D. The development fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B) and (C) of this section for the categories of facilities established by RCMC 16.83.120, which are applicable.

E. For the purpose of calculating Sunrise Douglas community plan development fees pursuant to subsections (A), (B), (C) and (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the Community Development Director is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density.

F. For the purpose of calculating Sunrise Douglas community plan development fees pursuant to subsections (A), (B), (C) and (D) of this section for building permits for land use categories not included in this chapter, the Community Development Director is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density.

G. For the purpose of calculating Sunrise Douglas community plan development impact fees pursuant to subsections (A), (B), (C) and (D) of this section for service stations, the floor area in additional square feet of the buildings proposed to be constructed, improved, or relocated from outside of the Sunrise Douglas community plan area shall include the square footage underneath all canopies. [Revised during 2008 codification; Ord. 24-2004 § 1].

16.83.150 Credit for construction of roadway facilities.

A. Upon application by the property owner or his authorized agent, the Director may authorize the construction of any roadway facilities, or portions thereof, in order of priority as designated on the priority list in the Sunrise Douglas community plan development impact fee program in lieu of all, or a portion of, the roadway development fee required by this chapter. If so authorized, the credit for such in-lieu construction to be provided to the property owner shall be equal to 80 percent of the programmed cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must be accepted by the department, or the property owner must post security for the complete performance of the construction in a form acceptable to the Director and the

city attorney, prior to credit being given and issuance of any of the approvals set forth in RCMC 16.83.100.

B. Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining 20 percent of the programmed cost as designated in the Sunrise Douglas community plan development impact fee program, or other amount as may be determined by the Director pursuant to RCMC 16.83.175, may be issued as a credit balance to the property owner that may be utilized within the Sunrise Douglas community plan area.

C. Where the amount of the credit is less than the amount of the otherwise applicable roadway development fee, the property owner must pay the difference as set forth in RCMC 16.83.100.

D. Where the amount of the credit is greater than the amount of the development fee, the property owner shall be paid the difference only from the applicable Sunrise Douglas community plan roadway fund within a reasonable time after the project is accepted by the department pursuant to RCMC 16.83.160 in order of priority on the priority list in the Sunrise Douglas community plan development impact fee program when funds are available.

E. Where a facility is proposed for construction by the property owner, the Director at his or her discretion may either (1) provide the property owner with a credit pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.83.160. [Ord. 24-2004 § 1].

16.83.160 Reimbursement for construction of roadway projects in advance of the Sunrise Douglas community plan development impact fee program priority list schedule.

A. Upon application by the property owner or his authorized agent, the Director may enter into a reimbursement agreement authorizing the construction of any roadway facilities, or portions thereof, designated in the Sunrise Douglas community plan development impact fee program. The agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall require reimbursement only from the applicable Sunrise Douglas community plan roadway fund when funds are available.

B. The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time the construction contract is awarded for that specific facility or other amount as may be determined by the Director pursuant to RCMC 16.83.175. The time of reimbursement shall be the end of the fiscal year in which

the facility is scheduled for construction based on the priority list in the Sunrise Douglas community plan development impact fee program or as different timing is otherwise authorized by the Director.

C. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the development fees in the manner and amount specified by this chapter.

D. If the Director enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.83.150(C), the agreement shall provide that:

1. The general fund of the city is not liable for payment of any obligations arising from the agreement;

2. The credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement;

3. The landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and

4. The obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the development fees deposited in the applicable Sunrise Douglas community plan roadway fund.

E. The property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A), (B), (C), and (D) of this section no later than four years after the roadway project is constructed and accepted. The property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said four-year limitation. [Ord. 24-2004 § 1].

16.83.170 Credit or reimbursement for construction of park and recreation facilities.

A. Upon application by the property owner or his authorized agent, the park facilities provider, the Cordova Recreation and Park District, may authorize the construction of any park and recreation facilities, or portions thereof, as designated in the Sunrise Douglas community plan development impact fee program in lieu of all, or a portion of, the park improvement development fee required by this chapter and may enter into a credit agreement pursuant to subsections (B), (C) and (D) of this section or may enter into a reimbursement agreement pursuant to subsections (E), (F) and (G) of this section. If so authorized, the credit to be provided to the property owner shall be equal to the estimated cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time when the credit agreement is approved, including, but not

limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must first be accepted by the park facilities provider, the Cordova Recreation and Park District or otherwise authorized by said park facilities provider, prior to credit being given and issuance of any of the approvals set forth in RCMC 16.83.100.

B. Where the amount of the credit is less than the amount of the otherwise applicable park improvement development fee, the property owner must pay the difference as set forth in RCMC 16.83.100.

C. Where the amount of the credit is greater than the amount of the development fee, the property owner shall be paid the difference only from the applicable Sunrise Douglas community plan CRPD park improvement fund within a reasonable time after the project is accepted by the park facilities provider.

D. If the parks facilities provider and a property owner agree, the property owner may receive a credit against the park improvement development fee in an amount not to exceed the value of property conveyed to the provider as determined by the park facilities provider.

E. Upon application by the property owner or his authorized agent, the park facilities provider, the Cordova recreation and park district, may enter into a reimbursement agreement authorizing the construction of any park facilities, or portions thereof, designated in the Sunrise Douglas community plan development impact fee program. The agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall require reimbursement only from the applicable Sunrise Douglas community plan CRPD park improvement fund.

F. The amount of reimbursement shall be the estimated cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time the construction contract is awarded for that specific facility.

G. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the development fees in the manner and amount specified by this chapter. [Ord. 24-2004 § 1].

16.83.175 Programmed cost updates.

A. Upon application by the property owner or his authorized agent, the Director may update the Sunrise Douglas community plan development impact fee program to cover a cost overrun for a facility in excess of the current programmed cost.

B. Where any credit or reimbursement agreement is approved by the Director for an amount in excess of the programmed cost as set forth in subsection (A) of this section, the

total cost paid or credited for the facility shall be reduced by an amount determined as follows:

P x (NF – OF) = Reduction to fee credit/reimbursement amount.

Where:

P = Number of permits issued on developer's property after the application is approved to process a fee update and prior to the effective date of the new fee.

NF = Amount of new fee adopted by council after fee update.

OF = Amount of old fee in place prior to the fee update. [Ord. 24-2004 § 1].

16.83.180 Credit for construction of off-site water facilities.

A. Upon application by the property owner or his authorized agent, the Director may authorize the construction of any off-site water facilities, or portions thereof, as designated in the Sunrise Douglas community plan development impact fee program in lieu of all, or a portion of, the supplemental off-site water development fee required by this chapter. If so authorized, the credit to be provided to the property owner shall be equal to the estimated cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must first be accepted by the department and the Sacramento County water agency prior to credit being given and issuance of any of the approvals set forth in RCMC 16.83.100.

B. Where the amount of the credit is less than the amount of the otherwise applicable supplemental off-site water development fee, the property owner must pay the difference as set forth in RCMC 16.83.100.

C. Where the amount of the credit is greater than the amount of the development fee, the property owner shall be paid the difference only from the Sunrise Douglas community plan supplemental off-site water fund within a reasonable time after the project is accepted by the city and the Sacramento County water agency. [Ord. 24-2004 § 1].

SECTION 3. Sections 16.84.020, 16.84.030,16.84.040, 16.84.050, 16.84.060, 16.84.070, and 16.84.100, 16.84.110, 16.84.120 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.84.020 Definitions.

"Areas" means those geographic areas established for public facilities financing purposes within the city of Rancho Cordova as depicted in the nexus study for the transportation development impact fee program. A detailed map of each area is depicted in the nexus study and is on file with the city public works department, and such maps are incorporated by reference herein.

"Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

"Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

"City" means the city of Rancho Cordova.

"City of Rancho Cordova transportation administration fund" means that special interest-bearing trust fund established pursuant to RCMC 16.84.040.

"City of Rancho Cordova transportation fund" means that special interest-bearing trust fund established pursuant to RCMC 16.84.030.

"Commercial development" means buildings constructed for the purpose of occupancy by retail, services, and other principally nonoffice businesses located on sites zoned SC shopping center, LC limited commercial, TC travel commercial, AC auto commercial, or GC general commercial in accord with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use (CMU). For purposes of this chapter, residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the zoning code are residential development rather than commercial development.

"Community Development Director" means the director of the city of Rancho Cordova community development department.

“Costs” means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

“Council” or “city council” means the city council of the city of Rancho Cordova.

“Department” means the city of Rancho Cordova public works department.

“Development impact fee” or “transportation development impact fee” or “transportation impact fee” means the fee levied by this chapter and due upon the approval of one or more building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable.

“Development unit” means a dwelling unit, for residential development, or square foot of building floor area, for nonresidential development.

“Director” means the director of the Rancho Cordova public works department.

“Facilities” means those public facilities designated in the Rancho Cordova transportation capital improvement plan and transportation development impact fee program.

“Fee resolution” means the resolution and fee schedule adopted by the city council, as may be amended from time to time, that approves the amount of the transportation development impact fees.

“Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

“Improvement plan” means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova public works department pursuant to Chapter 12.03 RCMC prior to the issuance of a building permit for the property.

“Land use category” means detached dwelling units, attached dwelling units, multifamily, commercial, office, or industrial/manufacturing uses as further defined in the fee resolution.

“Multifamily residential units” means all units within a structure that has five or more units, all of which are offered for rent to the general public, or all units within a structure that has five or more attached units that (1) are available for sale to individual owners, and (2) have living areas less than or equal to 1,200 square feet.

“Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobile homes, or improvements thereto.

Nonresidential development includes commercial development. Typically, nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, day care centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

“Office development” means buildings constructed for the purpose of occupancy by principally business and professional office uses located on sites zoned BP business and professional office in accord with the city of Rancho Cordova zoning code or designated commercial or CMU commercial mixed use.

“Priority list” means those facilities included in the transportation capital improvement plan and transportation development impact fee program, as identified in order of priority by the Director, to avoid substantial congestion levels on key roadways.

“Program fee per development unit” means the development impact fee per development unit for a particular category of facilities. Such program fees, identified in the fee resolution, were established using an allocation of transportation system costs, as identified in the transportation capital improvement plan and development impact fee program, and dwelling unit equivalents (DUEs) based on land use categories identified in the nexus study developed for the transportation development impact fee program.

“Programmed cost” means the estimated cost of constructing a facility based upon the unit costs for each construction item plus fixed percentages for engineering, permits and construction contingency as set forth in the city of Rancho Cordova transportation development impact fee program and its public facilities project cost estimates, as periodically updated and adopted by resolution of the council.

“Residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated CMU or another commercial zone. Institutional uses or other nonhousing development allowed by special

use permit to be constructed on sites zoned for residential use are nonresidential development for purposes of this chapter.

“Single-family attached residential development” means all units within a structure that has two to four attached units, whether such units are offered for rent or for sale to individual owners, and all units within a structure that has five or more attached units that (1) are available for sale to individual owners, and (2) have a living area greater than 1,200 square feet.

“Single-family detached residential development” includes all single-family detached residential units.

“Transportation capital improvement plan” means the projects identified and the cost estimates prepared, and as may be updated, for the transportation system facilities identified in the general plan circulation element and on the roadway sizing diagram within the city limits that are needed to meet traffic demands as identified in the nexus study.

“Transportation development impact fee program” or “transportation impact fee” means the fee schedule, including any amendments thereto, adopted by resolution by the council for financing of designated public facilities to serve the city of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the development impact fees collected pursuant to this chapter, the priority list (“priority list”) for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within each area of the city of Rancho Cordova as established. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

“Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.84.030 Establishment and administration of the city of Rancho Cordova transportation fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the city of Rancho Cordova transportation fund. All amounts collected from transportation impact fees from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs identified in the transportation capital improvement plan and/or development impact fee program and nexus study.

B. The transportation fund shall be administered by the Director. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.040 Establishment and administration of the city of Rancho Cordova transportation administration fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the city of Rancho Cordova transportation administration fund. All administration fees collected from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the city of Rancho Cordova transportation impact fee program.

B. Commencing with the updated nexus study adopted February 7, 2022, administrative costs are incorporated into the transportation development impact fee. The administrative portion of the transportation development impact fee shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the transportation development impact fee program.

C. The transportation administration fund shall be administered by the Director. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.050 Imposition of transportation impact fee.

No change in a land use zoning designation shall be approved within the city of Rancho Cordova unless payment of the transportation impact fees established by this chapter is required of the property owner as a condition of such approval. No building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable shall be approved for property within the city of Rancho Cordova unless the development fees for that property are paid as required by this chapter. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.060 Payment of transportation impact fees.

The transportation impact fees imposed pursuant to this chapter shall be paid by the property owner to the Department, in an amount calculated pursuant to RCMC 16.84.100. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits or final inspections, as applicable. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits, temporary Certificate of Occupancy, or Certificate of Occupancy, as applicable. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.070 Adoption of the transportation system capital improvement plan and compliance with priority list of city of Rancho Cordova transportation impact fee program.

A. The council shall by resolution adopt the city of Rancho Cordova transportation capital improvement plan of the city of Rancho Cordova transportation system development impact fee program. The council shall review the transportation capital improvement plan not less than annually and may amend it by resolution at its discretion.

B. With the exception of facilities approved by the Director for construction by a property owner pursuant to RCMC 16.84.120, all facilities shall be funded in accordance with the priority list established for the city of Rancho Cordova transportation development impact fee program. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

§ 3].

16.84.100 Calculation of transportation impact fee.

A. For residential development, the transportation impact fee shall be calculated by multiplying the number of units per land use category by a per unit cost as identified in the transportation impact fee program and fee resolution.

B. For nonresidential development, the transportation impact fee shall be calculated by multiplying the number of building square feet per land use category by a per square foot cost as identified in the transportation development impact fee program and fee resolution.

C. For the purpose of calculating the transportation impact fee for land use categories not specifically named in the transportation impact fee program and fee resolution, the Community Development Director is hereby authorized to determine the land use category that corresponds most directly to the land use in question. Alternatively, the Community Development Director can determine that no land use category adequately corresponds, and request the Director to determine the transportation impact fee. Said transportation impact fee will be determined using the applicable trip generation factors as found in the Institute of Transportation Engineers Trip Generation Manual or equivalent method.

D. For the purpose of calculating the regional fee, the regional fee shall be calculated as the difference between the transportation impact fee for Area 1 or Area 2 (depending on the location of the property at issue) and the transportation component of the specific plan fee, if any. If no specific plan fee exists, then the regional fee and the transportation impact fee are equivalent.

E. The transportation impact fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A) through (D) of this section for the categories of facilities established by RCMC 16.84.080, and shall include an additional administrative fee per building permit which will be calculated as provided in the transportation development impact fee program nexus study.

F. For the purpose of calculating transportation impact fees pursuant to subsections (A) through (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the Director is hereby authorized to determine the per-unit or per-square-foot costs for each fee category that corresponds most directly to the use and density.

G. For the purpose of calculating transportation impact fees pursuant to subsections (A) through (D) of this section for building permits for land use categories not specifically named in this chapter or the transportation development impact fee program, the Director is hereby authorized to determine the per-unit or per-square-foot costs for each fee category that corresponds most directly to the use and density. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3. Formerly 16.84.090].

16.84.110 Credit for construction of transportation facilities.

A. Upon application by the property owner or his authorized agent, the Director may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the priority list for the transportation development impact fee program in lieu of all, or a portion of, the transportation impact fee required by this chapter. If so authorized, the credit toward transportation impact fees, excluding the administrative fee, to be provided to the property owner for such in-lieu construction shall be equal to 80 percent of the programmed cost of the facility, as set forth in the transportation system development impact fee program in effect at the time when the in-lieu construction is so authorized, including, but not limited to, unit prices, quantities and project descriptions.

Prior to credit being given and/or issuance of any of the approvals set forth in RCMC 16.84.060 (e.g., approvals of building permits, subdivisions or zoning amendments), the construction of any facility authorized by this section must either be accepted by the department, or the property owner must post security for the complete performance of the construction in a form acceptable to the Director and the city attorney.

B. Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining 20 percent of the programmed cost as designated in the transportation system development impact fee program may be issued as a credit balance

to the property owner that may be utilized within the city of Rancho Cordova as determined by the Director.

C. Where the amount of the credit is less than the amount of the transportation impact fee otherwise applicable to the development in question, the property owner must pay to the city the difference in accordance with RCMC 16.84.060.

D. Where the amount of the credit is greater than the amount of the transportation impact fee, the property owner shall be paid the difference only from the applicable transportation fund within a reasonable time after the project is accepted by the department pursuant to RCMC 16.84.120 in order of priority on the priority list in the transportation system development impact fee program when funds are available.

E. Where a facility is proposed for construction by the property owner, the Director at his discretion may either (1) provide the property owner with a credit pursuant to this section, or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.84.120. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.120 Reimbursement for construction of transportation projects in advance of the transportation system development impact fee program priority list schedule.

A. Upon application by the property owner or his authorized agent, the Director may enter into a reimbursement agreement authorizing the construction of any transportation facilities, or portions thereof, designated in the transportation system development impact fee program. In addition to the requirements of subsection (D) of this section, the agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the city will only be made from the applicable transportation fund when funds are available.

B. The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the transportation system development impact fee program in effect at the time the construction contract is awarded for that specific facility. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction, based on the priority list in the transportation system development impact fee program, or as different timing is otherwise authorized by the Director.

C. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the transportation impact fees in the manner and amount specified by this chapter.

D. If the Director enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.84.110(C), the agreement shall provide that:

1. The general fund of the city is not liable for payment of any obligations arising from the agreement;

2. The credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement;

3. The landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and

4. The obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the transportation impact fees deposited in the applicable transportation fund.

E. The property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A) through (D) of this section no later than four years after the transportation project is constructed and accepted. The property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said four-year limitation. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

SECTION 4. Sections 16.85.020, 16.85.070, and 16.85.100, of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.85.020 Definitions.

Unless the contrary is stated or clearly appears from the context in which a term is used, the following definitions shall govern construction of the words and phrases used in this chapter:

A. "Automatic annual adjustment" means the automatic annual adjustment of development impact fees based on the inflation factors described in RCMC 16.85.120.

B. "Accessory dwelling unit" (ADU) means an attached or detached permanent dwelling unit that provides complete independent living facilities (permanent provisions for living, sleeping, eating, cooking, and sanitation) for one or more persons and which is located on a site with a proposed or existing primary dwelling.

C. "Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

D. "Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

E. "City code" means the city of Rancho Cordova Municipal Code.

F. "Citywide benefit district area" means the real property located within the jurisdictional boundaries of the city, and as said boundaries may be adjusted from time to time.

G. "Development" means the uses to which property will be put, the buildings and improvements to be constructed on it, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements.

H. "Development project" shall have the same meaning as defined by subsection (a) of California Government Code Section 66000, as such section may be amended from time to time.

I. "Dwelling unit" means any building or portion of a building used or designed for use as a residence by an individual or any group of individuals living together or as a family, excepting therefrom any unit rented or leased for temporary residency, such as a motel and hotel room.

J. “Fee” and “impact fee” and “development impact fee” mean the monetary exaction as defined by subsection (b) of California Government Code Section 66000, as such section may be amended from time to time, and shall include, but not be limited to, the fees established pursuant to this chapter.

K. “Fee resolution” means Resolution No. 04-2009, or any subsequent resolution adopted by the city council which implements the provisions of this chapter, including, without limitation, the setting of the amounts of the various fees established hereby and the adoption of provisions for credits, reimbursements and deferral relating to such fees.

L. “Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

M. “Government Code” means the Government Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as it may thereafter be amended or renumbered from time to time.

N. “Health and Safety Code” means the Health and Safety Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as it may thereafter be amended or renumbered from time to time.

O. “Housing development” means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

P. “Industrial use” means any development project that involves manufacturing, transportation, logistics or similar uses.

Q. “Low income” and “very low income” housing is defined in Sections 50079.5 and 50105, respectively, of the California Health and Safety Code.

R. “Measure A” means Ordinance No. 04-01 adopted by the Sacramento Transportation Authority on July 29, 2004, which established the Sacramento Countywide Transportation Mitigation Fee Program to be implemented by the County of Sacramento and each city within the county by April 1, 2009.

S. “Measure A administration fee” means the fee imposed by the city for the cost of collection, deposit, investment, accounting, remittance and reporting of the Measure A development impact fee.

T. “Measure A development impact fee” means a development impact fee established to provide funding for public facilities to benefit new development within the city.

U. “Measure A expenditure plan” means the Sacramento County Transportation Expenditure Plan 2009-2039 dated June 10, 2004, as adopted by the Sacramento Transportation Authority under Ordinance No. 04-01, which specifies the allocation of Measure A sales taxes and Measure A development impact fees for specified public facilities.

V. “Measure A nexus study” means the Development Impact Fee Study dated June 2, 2006, as originally adopted by the Sacramento Transportation Authority by Resolution No. 06-0006 and updated by the 2024 Nexus Study Update Report dated May 24, 2024, adopted by the Sacramento Transportation Authority by Resolution No.24-0005.

W. “Multifamily residential use” means any development project that uses a single parcel for two or more dwelling units within one or more building(s) including, without limitation, duplexes, townhouses, condominiums and apartments, but excluding an accessory dwelling unit.

X. “Normalized cost per trip” means the medium-sized single-family residential fee rate listed in Section 2.1 of the Protocols Agreement divided by the average weekday trip generation rate for a single-family residence (9.44) per the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Ed.). The normalized cost per trip is $167.00 and will be adjusted annually per RCMC 16.85.120.

Y. “Office use” means any development project that involves business activities, associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices, personal services, or similar uses.

Z. “Participating agencies” means the county of Sacramento, the city of Citrus Heights, the city of Elk Grove, the city of Folsom, the city of Galt, the city of Isleton, the city of Rancho Cordova, and the city of Sacramento. Each may be referred to individually as “participating agency.”

AA. “Protocols agreement” means the New Measure A Sacramento Countywide Transportation Mitigation Fee Program Agreement on Operating Protocols, dated August 2024, with the Sacramento Transportation Authority, as approved by the Authority on August 8, 2024, by Resolution No 24-006 or as may be subsequently amended.

BB. “Public facilities” means the public improvements, public services and community amenities as defined by subsection (d) of California Government Code Section 66000, as such section may be amended from time to time. The term “public facilities” only includes

transportation improvements and infrastructure to be designed, constructed, installed and acquired to serve the specified benefit district area, as well as the transportation-related public service and community amenities to serve the specified benefit district area, which improvements and infrastructure are described in the applicable financing plan, expenditure plan, and/or nexus study (collectively "plan" or "study"). The costs of the design, construction, installation and acquisition of the specified public facilities, which are to be financed partially by the development impact fee program, is set forth within the plan or study. Where applicable under the plan or study, the term "public facilities" includes the acquisition of land relating to such improvements, infrastructure, public services and community amenities. The term "public facilities" also means a specific public improvement or infrastructure where the context requires a singular meaning.

CC. "Retail use" means any development project that involves retailing of merchandise, generally without transformation, retail food services, and rendering of services incidental to the sale of merchandise at a fixed point of sale.

DD. "Reduced parking availability" means a development project where state law requires the city to approve the project with reduced parking, including without limitation, projects pursuant to California Government Code Sections 65913.4 and 65915.

EE. "Senior residential use" means any development project that qualifies as housing for older persons pursuant to California Government Code Section 12955.9.

FF. "Single-family residential use" means any development project that uses a single parcel for only one residential dwelling unit. "Single-family residential use" also includes any development project that involves one primary dwelling and one accessory dwelling unit on a single lot.

GG. "STA" means the Sacramento Transportation Authority.

HH. "Transit-oriented development" means a housing development that satisfies all the following characteristics:

1. The housing development is located within one-half mile of a transit station and there is direct access between the housing development and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length;

2. Convenience retail uses, including a store that sells food, and located within one-half mile of the housing development; and

3. The housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than the on-site parking space for zero to two

bedroom units, and two on-site parking spaces for three or more bedroom units, whichever is less.

II. “Transit station” has the meaning set forth in Section 66005.1(d) of the California Government Code. [Ord. 10-2024 § 3 (Exh. A); Ord. 1-2009 § 3].

JJ. “Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.85.070 Imposition of development impact fees.

A. The development impact fees established under this chapter shall be imposed on the following types of uses or development of real property located within the benefit district areas as referenced in RCMC 16.85.040(A):

1. For nonresidential uses or development:

a. The construction on the property of a new building or structure;

b. The construction on the property of additions to an existing building or structure which results in the expansion in the size or use of such existing building or structure; or

c. The change in use of an existing building or structure on the property from a previous residential use to a nonresidential use, or from a previous nonresidential use to another nonresidential use; provided, that the landowner shall be entitled to a credit against fees paid pursuant to this chapter in the amount of fees which were actually paid for such previous residential or nonresidential use, which prior fees shall be adjusted for inflation consistent with RCMC 16.85.120.

2. For residential uses or development:

a. The construction on the property of a new building or structure containing one or more dwelling units;

b. The construction on the property of alterations or additions to an existing building or structure which add one or more dwelling units to such existing building; or

c. The change in use of an existing building or structure on the property from a previous nonresidential use to a residential use; provided, that the landowner shall be entitled to a credit against fees paid pursuant to this chapter in the amount of fees which were actually paid for such previous nonresidential use, which prior fees shall be adjusted for inflation consistent with RCMC 16.85.120.

3. For nonresidential and residential uses or development within the same building or structure, the computation of fees as set out in RCMC 16.85.090 shall apply.

B. Except as may be expressly provided in this chapter, no building permits or extension of permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, relating to the activities described in subsections (A)(1) and (A)(2) of this section shall be granted unless and until the appropriate development impact fee or fees have been paid to the city in accordance with the provisions of this chapter, except that for residential developments under a fee payment contract as specified in Section 66007 of the Government Code, building permits may be issued but no final inspection or certificate of occupancy shall be granted unless and until the appropriate development impact fee or fees have been paid to the city. As provided in subsection (a) of Section 66007 of the Government Code, for a residential development that contains more than one dwelling unit, the fees may be paid on a pro rata basis for each dwelling unit when it receives its final inspection or certificate of occupancy, whichever occurs first.

C. Notwithstanding anything to the contrary set forth in subsection (A) of this section or in any other provision in this chapter, the development impact fees established pursuant to this chapter shall apply to any development project that has heretofore either received a tentative map approval or other approval or permit, whether discretionary or nondiscretionary, or is subject to a development agreement or other agreement between the landowner and city that provides for payment of one or more fees established under this chapter. [Ord. 1-2009 § 3].

16.85.100 Time of payment of fees.

Except as otherwise provided in any resolution adopted by the city council as provided under RCMC 16.85.070(B) and 16.85.110 relating to deferral of payment of fees, the fees established by this chapter shall be paid for the property on which a development project is proposed at the time of the issuance of any required building permit, temporary Certificate of Occupancy, Certificate of Occupancy or final inspection, as applicable, relating to such development. With respect to development projects completed or commenced prior to the effective date of this chapter and the effective date of any amendment, the city public works director, or his or her authorized designee, may enter into agreements with landowners regarding the amount, time, and manner of payment of fees under this chapter with respect to such development projects. [Ord. 1-2009 § 3].

apply to those fees which are based on variable factors which themselves result in an automatic inflation adjustment, those which specifically indicate otherwise, or those

which are governed by provisions of an agreement with the city expressly exempting such fees from the adjustment set forth under this section. [Ord. 1-2009 § 3].

SECTION 5. Sections 16.86.020, 16.86.070,16.86.100 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.86.020 Definitions.

Unless the contrary is stated or clearly appears from the context in which a term is used, the following definitions shall govern construction of the words and phrases used in this chapter:

A. "Automatic annual adjustment" means the automatic annual adjustment of development impact fees based on the inflation factors described in RCMC 16.86.120.

B. "Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

C. "Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

D. "City code" means the city of Rancho Cordova Municipal Code.

E. "Citywide benefit district area" means the real property located within the jurisdictional boundaries of the city, and as said boundary may be adjusted from time to time.

F. "Development" means the uses to which property will be put, the buildings and improvements to be constructed on it, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements.

G. "Development fee analysis for transit improvements" means the report titled "Sacramento Consolidated Roadway and Transit Capital Improvements Program," dated August 30, 1988, which was adopted by the county board of supervisors on August 31, 1988, as part of the county actions adopting Ordinance No. SCC 0742 adopting the roadway and transit fees.

H. "Development project" shall have the same meaning as defined by subsection (a) of Government Code Section 66000, as such section may be amended from time to time.

I. "Dwelling unit" means any building or portion of a building used or designed for use as a residence by an individual or any group of individuals living together or as a family, excepting therefrom any unit rented or leased for temporary residency, such as a motel and hotel room.

J. “Fee” and “impact fee” and “development impact fee” mean the monetary exaction as defined by subsection (b) of Government Code Section 66000, as such section may be amended from time to time, and shall include, but not be limited to, the fees established pursuant to this chapter.

K. “Fee resolution” mean Resolution No. 38-2018, or any subsequent resolution adopted by the city council which implements the provisions of this chapter, including, without limitation, the setting of the amounts of the various fees established hereby and the adoption of provisions for deferral relating to such fees.

L. “Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

M. “Government Code” means the Government Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as may thereafter be amended or renumbered from time to time.

N. “Health and Safety Code” means the Health and Safety Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as may thereafter be amended or renumbered from time to time.

O. “Public facilities” means the public improvements, public services and community amenities as defined by subsection (d) of Government Code Section 66000, as such section may be amended from time to time. The term “public facilities” only includes transit improvements and infrastructure to be designed, constructed, installed and acquired to serve the specified benefit district area, as well as the transit-related public service and community amenities to serve the specified benefit district area, which improvements and infrastructure are described in the transit analysis and the development fee analysis for transit improvements (collectively “plan,” “study” or “report”). The costs of the design, construction, installation and acquisition of the specified public facilities, which are to be financed partially by the development impact fee program, is set forth within the plan or study. Where applicable under the plan, study or report, the term “public facilities” includes the acquisition of land relating to such improvements, infrastructure, public services and community amenities. The term “public facilities” also means a specific public improvement or infrastructure where the context requires a singular meaning.

P. “SacRT” means the Sacramento Regional Transit District.

.Q “Transit analysis” means the report titled Sacramento County Roadway and Transit Development Fee; Development Fee Analysis for Transit Improvements, dated October 23,

1987, which was adopted by the board of directors of the Sacramento Regional Transit District on November 16, 1987.

R. “Transit administration fee” means the fee imposed by the city for the cost of collection, deposit, investment, accounting, remittance and reporting of the transit development impact fee.

S. “Transit development impact fee” means a development impact fee established to provide funding for public facilities to benefit new development within the city. This is the same fee referenced in and originally enacted by Chapter 16.87 RCMC, the “roadway and transit development impact fee,” but which shall hereinafter be referred to as the “transit development impact fee” and collected by the city. [Ord. 5-2018 § 4].

T. “Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.86.070 Imposition of development impact fees.

A. The development impact fees established under this chapter shall be imposed on the following types of uses or development of real property located within the benefit district areas as referenced in RCMC 16.86.040(A):

1. For nonresidential uses or development:

   a. The construction on the property of a new building or structure;

   b. The construction on the property of additions to an existing building or structure which results in the expansion in the size or use of such existing building or structure; or

   c. The change in use of an existing building or structure on the property from a previous residential use to a nonresidential use, or from a previous nonresidential use to another nonresidential use; provided, that the landowner shall be entitled to a credit against fees paid pursuant to this chapter in the amount of fees which were actually paid for such previous residential or nonresidential use, which prior fees shall be adjusted for inflation consistent with RCMC 16.86.120.

2. For residential uses or development:

   a. The construction on the property of a new building or structure containing one or more dwelling units;

b. The construction on the property of alterations or additions to an existing building or structure which add one or more dwelling units to such existing building; or

c. The change in use of an existing building or structure on the property from a previous nonresidential use to a residential use; provided, that the landowner shall be entitled to a credit against fees paid pursuant to this chapter in the amount of fees which were actually paid for such previous nonresidential use, which prior fees shall be adjusted for inflation consistent with RCMC 16.86.120.

3. For nonresidential and residential uses or development within the same building or structure, the computation of fees as set out in RCMC 16.86.090 shall apply.

B. Except as may be expressly provided in this chapter, no building permits or extension of permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, relating to the activities described in subsections (A)(1) and (2) of this section shall be granted unless and until the appropriate development impact fee or fees have been paid to the city in accordance with the provisions of this chapter, except that for residential developments under a fee payment contract as specified in Section 66007 of the Government Code, building permits may be issued but no final inspection or certificate of occupancy shall be granted unless and until the appropriate development impact fee or fees have been paid to the city. As provided in subsection (a) of Section 66007 of the Government Code, for a residential development that contains more than one dwelling unit, the fees may be paid on a pro rata basis for each dwelling unit when it receives its final inspection or certificate of occupancy, whichever occurs first.

C. Notwithstanding anything to the contrary set forth in subsection (A) of this section or in any other provision in this chapter, the development impact fees established pursuant to this chapter shall apply to any development project that has heretofore either received a tentative map approval or other approval or permit, whether discretionary or nondiscretionary, or is subject to a development agreement or other agreement between the landowner and city that provides for payment of one or more fees established under this chapter. [Ord. 5-2018 § 4].

16.86.100 Time of payment of fees.

Except as otherwise provided in any resolution adopted by the city council as provided under RCMC 16.86.070(B) and 16.86.110 relating to deferral of payment of fees, the fees established by this chapter shall be paid for the property on which a development project is proposed at the time of the issuance of any required building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable relating to such development. With respect to development projects completed or commenced prior to the effective date of this chapter and the effective date of any amendment, the city community development director, or his or her authorized designee,

may enter into agreements with landowners regarding the amount, time, and manner of payment of fees under this chapter with respect to such development projects. [Ord. 5-2018 § 4].

Section 6. Sections 16.95.020, 16.95.030, and 16.95.040, 16.95.050, 16.95.060, 16.95.080, 16.95.110, 16.95.120, 16.95.130 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows

16.95.020 Definitions.

For the purposes of this chapter, the following terms shall be defined as set forth in this section:

"Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

"Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

"City" means the city of Rancho Cordova.

"City of Rancho Cordova storm drainage impact fee fund" means the special interest-bearing trust fund established pursuant to RCMC 16.95.030.

"Commercial development" means buildings constructed for the purpose of occupancy by retail, services, and other principally nonoffice businesses located on sites zoned SC shopping center, LC limited commercial, TC travel commercial, AC auto commercial, or GC general commercial in accord with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use (CMU). For purposes of this chapter, residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the zoning code are considered residential developments rather than commercial developments.

"Community development director" means the community development director of the city of Rancho Cordova.

"Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

"Council" or "city council" means the city council of the City of Rancho Cordova.

"Department" means the city of Rancho Cordova public works department.

“Development impact fee” or “storm drainage development impact fee” or “storm drainage impact fee” means the fee levied by this chapter and due upon the approval of one or more building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable.

“Director” means the Director of the Rancho Cordova public works department or his/her designee.

“Facilities” means those public facilities designated in the Rancho Cordova storm drainage development impact fee program.

“Fee resolution” means the resolution and fee schedule adopted by the city council, as may be amended periodically, that establishes the city’s storm drainage impact fee program and approves the amount of the storm drainage impact fees assessed per land use. The fee schedule is attached as Attachment A and the fee resolution is attached as Attachment B, attached to the ordinance codified in this chapter.

“Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy

“High density residential” includes all residential developments consisting of multifamily housing complexes, including apartments and condominiums that consist of 20.1 to 40.0 units per acre.

“Impervious area” means any area where material such as concrete, asphalt, or other impervious surface has been placed or where grading has occurred which has caused an increase in the surface or storm water runoff from the area.

“Improvement plans” means the site plans of the property proposed for development showing all required improvements that must be approved by the Director prior to the issuance of a building permit for the property.

“Land use category” means low density residential, medium density residential, high density residential, commercial, office, industrial, or other land uses as further defined in the fee resolution.

“Low density residential” includes all residential developments with a density of six units or less per acre.

“Medium density residential” includes all residential developments with a density between 6.1 and 18.0 units per acre.

“Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached

homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobile homes, or improvements thereto. Nonresidential development includes commercial development. Typically, nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, day care centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

“Office development” means buildings constructed for the purpose of occupancy by principally business and professional office uses located on parcels zoned BP business and professional office in accordance with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use.

“Program fee per acre” means the development impact fee per acre for a particular land use. Such program fees, identified in the fee resolution, were established using an allocation of storm drainage costs to various land uses based on assumed impervious areas of the land uses as identified in the storm drainage impact fee program nexus study developed for the storm drainage development impact fee program.

“Programmed cost” means the estimated cost of constructing a facility based upon the unit costs for each construction item plus fixed percentages for engineering, permits and construction contingency, as set forth in the city of Rancho Cordova storm drainage impact fee program study, and its public facilities project cost estimates, as periodically updated and adopted by resolution of the city council.

“Residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated commercial mixed use or another commercial zone. Institutional uses or other nonhousing development allowed by special use permits to be constructed on sites zoned for residential use are nonresidential developments for purposes of this chapter.

“Storm drainage impact fee program” or “storm drainage impact fee” means the impact fee program, including any amendments thereto, adopted by resolution by the city council for financing of designated public facilities to serve the city of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the development

impact fees collected pursuant to this chapter, the estimated cost of construction of the facilities and the impact fees per acre based on total estimated impervious area within the undeveloped land uses within the city of Rancho Cordova as established in the storm drainage impact fee program nexus study, attached to the ordinance codified in this chapter as Attachment C. [Ord. 15-2020 § 1 (Att. 2)].

“Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.95.030 Establishment and administration of the city of Rancho Cordova storm drainage impact fee fund.

A. There is hereby created by the department of finance in the city of Rancho Cordova treasury a special interest-bearing trust fund entitled the city of Rancho Cordova storm drainage impact fee fund. All amounts collected from storm drainage impact fees pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs identified as eligible in the storm drainage development impact fee program nexus study.

B. The storm drainage fund shall be administered by the Director. [Ord. 15-2020 § 1 (Att. 2)].

16.95.040 Establishment and administration of the city of Rancho Cordova storm drainage impact fee administration fund.

A. There is hereby created by the department of finance in the city of Rancho Cordova treasury a special interest-bearing trust fund entitled the city of Rancho Cordova storm drainage impact fee administration fund. All administration fees collected shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the city of Rancho Cordova storm drainage impact fee program.

B. Administrative costs are incorporated into the storm drainage development impact fee. The administrative portion of the storm drainage impact fee shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the storm drainage impact fee program.

C. The storm drainage impact fee administration fund shall be administered by the Director. [Ord. 15-2020 § 1 (Att. 2)].

16.95.050 Imposition of storm drainage impact fees.

No change in a land use zoning designation shall be approved within the city of Rancho Cordova unless all required storm drainage impact fees are paid as established by this chapter. No building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable shall be approved for property within the city of Rancho Cordova unless the storm drainage impact fees for that property are paid as required by this chapter. [Ord. 15-2020 § 1 (Att. 2)].

16.95.060 Payment of storm drainage impact fees.

A. The storm drainage impact fees imposed pursuant to this chapter shall be paid by the property owner to the city, in an amount calculated pursuant to RCMC 16.95.080. The fees shall be paid upon issuance of building permits or at the approval of improvement plans by the city, whichever occurs first. For projects that are subject to building permits and don't require submittal of improvement plans, the fees shall be both calculated and paid upon issuance of the building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, whichever occurs first.

B. When development is proposed that impacts storm water runoff and the Director determines that a subsequent building permit or improvement plan shall not be submitted for the project within 12 months, the Director may require all fees and charges be paid at the time of issuance of the grading and erosion control permit.

C. For a phased project, the entire fee for the phase under review and approval by the city shall be paid when the first building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable is issued by the city, or (2) the improvement plan is approved by the city, whichever occurs first. [Ord. 15-2020 § 1 (Att. 2)].

16.95.080 Calculation of storm drainage impact fees.

A. For residential development, the storm drainage impact fee shall be determined by calculating the area of the various land uses and applying the appropriate fee per acre for each land use category as identified in the storm drainage impact fee program and fee schedule.

B. For nonresidential development, the storm drainage impact fee shall be determined by calculating the area of the various land uses and applying the appropriate fee per acre for each land use category as identified in the storm drainage impact fee program and fee schedule.

C. For the purpose of calculating the storm drainage impact fee for development projects proposing a use that is not consistent with the parcel's land use category as defined in the city's General Plan, the Director or his/her designee will determine the most appropriate

storm drainage impact fee. Said storm drainage impact fee will be determined using the applicable impervious area factors for the proposed use.

D. The storm drainage impact fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B), and (C) of this section and shall be based on the detailed analysis in the storm drainage impact fee program nexus study.

E. For the purpose of calculating storm drainage impact fees pursuant to subsections (A), (B), and (C) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the Director or his/her designee is hereby authorized to determine the fee category that corresponds most directly to the proposed use and density.

F. For the purpose of calculating storm drainage impact fees pursuant to subsections (A), (B), and (C) of this section for building permits for land use categories not specifically named in this chapter or storm drainage impact fee program nexus study, the Director or his/her designee is hereby authorized to determine the fee category that corresponds most directly to the proposed use and density. [Ord. 15-2020 § 1 (Att. 2)].

16.95.110 Credit for construction of trunk storm drainage facilities.

Upon request by the property owner or his authorized agent, the Director may authorize the construction of specific storm drainage facilities, eligible under the storm drainage development impact fee program, in lieu of paying a portion of the storm drainage impact fees required by this chapter. The amount of credits authorized for the construction of drainage facilities shall be computed from the unit base costs included in the storm drainage impact fee program. Credits shall be based on the least expensive permanent facilities installed consistent with the city's improvement standards and other applicable policies or regulations adopted by the city. The credit shall be based on the actual cost, not to exceed the programmed cost listed in the storm drainage impact fee program credit schedule in effect on the date the fees are paid.

A. Credits are authorized whenever drainage facilities are constructed and meet the following criteria:

1. The facilities are part of the drainage system covered by storm drainage impact fee program;

2. Were designed to serve a watershed area of 30 acres or greater;

3. Were required by the city in connection with development or new construction; and

4. Were constructed pursuant to improvement plans approved by the city.

No credit shall be allowed for facilities that are not permanent facilities.

B. Prior to credits being finalized and/or issuance of any of the approvals set forth in RCMC 16.95.050 (e.g., approvals of building permits, subdivisions or zoning amendments), the construction of any drainage facilities authorized by this section must be accepted by the city.

C. Credits shall be adjusted as necessary at the time the facilities are accepted by the city.

D. Fifteen percent of the fee obligation must be paid in cash, and credits cannot be used. This amount is to be paid to the city to cover administrative costs and construction of any necessary downstream improvements.

E. Where the amount of the allowed credit is less than the amount of the storm drainage impact fee otherwise applicable to the development in question, the property owner must pay the city the difference in accordance with RCMC 16.95.060.

F. Where the amount of the allowed credit is greater than the amount of the storm drainage impact fee, the city will pay the property owner the difference only from the applicable storm drainage impact fee fund within 10 years from the date the reimbursement agreement is submitted, pursuant to RCMC 16.95.120, in accordance with the storm drainage impact fee program nexus study in order of priority when funds are available. The property owner must enter into a credit agreement as well as a reimbursement agreement with the city.

G. The Director may determine to either (1) provide the property owner with a credit pursuant to this section, or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.95.120. [Ord. 15-2020 § 1 (Att. 2)].

16.95.120 Reimbursement for construction of storm drainage facilities.

A. Upon application by the property owner, the Director may enter into a reimbursement agreement authorizing the construction of any storm drainage facilities, or portions thereof, designated in the storm drainage impact fee program. In addition to the requirements of subsection (D) of this section, the agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the city will only be made from the applicable storm drainage impact fee fund when funds are available.

B. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the storm drainage impact fees in the manner and amount specified by this chapter.

C. If the Director or his/her designee enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.95.110(C), the agreement shall provide that:

1. The general fund of the city is not liable for payment of any obligations arising from the reimbursement agreement;

2. The credit or taxing power of the city is not pledged for the payment of any obligations arising from the reimbursement agreement;

3. The landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the reimbursement agreement; and

4. The obligation arising from the reimbursement agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the storm drainage impact fees deposited in the applicable storm drainage fund.

D. The property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A), (B), (C) and (D) of this section no later than five years after the drainage facilities are constructed and accepted by the city. The property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said five-year limitation. [Ord. 15-2020 § 1 (Att. 2)].

16.95.130 Detention basin land.

A. The city will compensate developers for the appraised value of land for flood control and storm water quality detention basins that are:

1. Part of an approved drainage master plan;

2. Deemed by the Director to be hydraulically efficient;

3. Regionally beneficial (serving more than 160 acres);

4. Permanent facilities.

B. The city shall not issue credits or reimbursements for land purchases which:

1. Serve only the needs of a single developer, such as, but not limited to, a detention basin for a storm water pump plant, a basin that mitigates for floodplain reclamation;

2. Is associated with in-fill projects where peak flow attenuation is required to accommodate the limitations of the downstream conveyance pursuant to Section 9-1 of the city's Improvement Standards.

C. For basin land that is eligible for credits as outlined above, the credit will be based on the appraisal of the unentitled/existing land value on the date of the filing of the first subdivision map or tentative parcel map, that requires the basin pursuant to the approved drainage master plan or conditions placed on the proposed project. The value shall not exceed the cost of land as set forth in the approved development impact fee program credit schedule in effect at the time the land is dedicated. [Ord. 15-2020 § 1 (Att. 2)].

Rancho Cordova

Municipal Code

Amendments

Track Changes

Note to Reader: Only those sections and/or subsections listed within this document are being amended. Unless otherwise indicated, all sections and subsections prior to and after the amended section and/or subsection shall remain unchanged.

SECTION 1. Sections 16.82.020, 16.82.120,16.82.130, 16.82.140, 16.82.160, 16.82.180, and 16.82.190 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.82.020 Definitions.

A. "Area" means that geographic area established for public facilities financing purposes within the city of Rancho Cordova depicted in Figure 1 attached to the ordinance codified in this chapter and incorporated herein by reference. A detailed map of the area depicted on Figure 1 is on file with the city planning department, and such maps are incorporated by reference herein.

B. "Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

C. "Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

D~~C~~. "City" means the city of Rancho Cordova.

E~~D~~. "Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

F~~E~~. "Council" or "city council" means the city council of the city of Rancho Cordova.

G~~F~~. "Department" means the city of Rancho Cordova community development department.

H~~G~~. "Development impact fee" means the fee levied by this chapter upon the approval of one or more building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable~~.~~

IH. “Development unit” means a dwelling unit, for residential development, or square foot of building floor area, for nonresidential development.

JI. “Director” means the Ddirector of the Rancho Cordova community development department.

KJ. “Facilities” means those public facilities designated in the SunCreek specific plan development impact fee program.

LK. “Fee resolution” means the resolution and fee schedule adopted by the city council, as may be amended from time to time, that approves the amount of the SunCreek specific plan development impact fees.

ML. “Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

N. “Improvement plan” means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova public works department.

OM. “Land use category” means detached dwelling units, attached dwelling units, mobile homes, commercial lodging units, commercial uses, office uses, or other uses as further defined in the fee resolution.

PN. “Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes, and mobile homes, or improvements thereto. Nonresidential development includes commercial development. Typically, nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, daycare centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

~~O. “Planning director” means the planning director of the city of Rancho Cordova.~~

QP. “Program fee per development unit” means the development impact fee per development unit for a particular category of facilities. Such program fees, identified in the fee resolution, were established using an allocation of public facility costs, as identified in SunCreek specific plan capital improvement plan based on land use categories identified in the SunCreek specific plan development impact fee program nexus study.

RQ. “Programmed cost” means the estimated cost of constructing a facility based upon the unit costs for each construction item plus fixed contingency costs for engineering, permits, and construction as set forth in the SunCreek specific plan capital improvement plan and its public facilities project cost estimates, as periodically updated and adopted by resolution of the council.

SR. “Residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated low density residential, medium density residential, compact density residential, high density residential, village center or regional town center as defined in the SunCreek specific plan. Nonresidential development permitted by right or with a use permit, constructed on sites zoned for residential use, is nonresidential development for purposes of this chapter.

TS. “SunCreek capital improvement plan” means the projects identified and the cost estimates prepared, and as may be updated, for the public facilities identified in the SunCreek specific plan development impact fee nexus study.

UT. “SunCreek specific plan development impact fee program” means the fee schedule, including any amendments thereto, adopted by resolution by the council for financing of designated public facilities to serve the city of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the development impact fees collected pursuant to this chapter, the priority list (“priority list”) for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within the SunCreek specific plan area of the city of Rancho Cordova as established. [Ord. 9-2022 § 3 (Exh. A)].

V. “Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion therefo before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.82.120 Imposition of development impact fee.

No change in a land use zoning designation shall be approved within the SunCreek specific plan area unless payment of the development impact fees established by this chapter is required of the property owner as a condition of such approval. No building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable shall be issued ~~approved~~ for property within the SunCreek specific plan area

unless the development fees for that property are paid as required by this chapter. No small lot final map shall be approved unless the plan area formation fee has been paid as required by this chapter. [Ord. 9-2022 § 3 (Exh. A)].

16.82.130 Payment of development impact fees.

The development impact fees imposed pursuant to this chapter shall be paid by the property owner to the department, in an amount calculated pursuant to RCMC 16.82.150, 16.82.160, and 16.82.170. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits or final inspection, as applicable~~,~~ w~~W~~with the exception of the plan area formation fee which shall be paid prior to final map. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits, temporary Certificate of Occupancy, or Certificate of Occupancy, as applicable. [Ord. 9-2022 § 3 (Exh. A)].

16.82.140 Adoption of the capital improvement plan and compliance with the priority list of SunCreek specific plan development impact fee program.

A. The council shall by resolution adopt the capital improvement plan of the SunCreek specific plan development impact fee program. The council shall review the capital improvement plan not less than annually and may amend it by resolution at its discretion.

B. With the exception of facilities approved by the D~~d~~irector for construction by a property owner pursuant to RCMC 16.82.190, all facilities shall be funded in accordance with the priority list established for the SunCreek specific plan development impact fee program. [Ord. 9-2022 § 3 (Exh. A)].

16.82.160 Calculation of development impact fees.

A. For single-family residential development and multifamily residential development, the development fees per dwelling unit set forth in RCMC 16.82.120 and 16.82.130 shall be calculated pursuant to the following formula:

F = P

Where:

F = The development fee for each category of public facilities to be paid for each dwelling unit by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.82.120 are proposed for approval; and

P = Program fee per dwelling unit for each category of public facilities for the type of development as shown in the SunCreek specific plan development impact fee program.

B. For nonresidential development, the development fees per building permit set forth in RCMC 16.82.120 and 16.28.130 shall be calculated pursuant to the following formula:

F = P x S

Where:

F = The development fee for each category of public facilities to be paid for each building permit by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.82.120 are proposed for approval; and

P = Program fee per square foot of building floor area for each category of public facilities for the type of development as shown in the SunCreek specific plan development impact fee program;

S = The number of square feet of building floor area proposed for development.

C. The administration fee per building permit as set forth in RCMC 16.82.120 and 16.82.130 shall be calculated pursuant to the following formula:

F = T x 3.0%

Where:

F = The administration fee to be paid for each dwelling unit for single-family residential development and multifamily residential development, or for each building permit for nonresidential development, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.82.120 are proposed for approval.

T = The sum of the development fees for all fee categories of public facilities to be paid for each dwelling unit for single-family residential development and multifamily residential development, or for each building permit for nonresidential development, before any applicable credits pursuant to RCMC 16.82.180 or 16.82.195 are applied, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.82.120 are proposed for approval.

D. The plan area formation fee per acre as set forth in RCMC 16.82.120 and 16.82.130 shall be calculated pursuant to the following formula:

F = P x A

Where:

F = The plan area formation fee to be paid for each final map by the owner of property for which a change in land use zone has been approved or the final map described in RCMC 16.82.120 are proposed for approval; and

P = Program fee per net developable acre for plan area formation for residential development and nonresidential development as shown in the SunCreek specific plan development impact fee program;

A = Net developable acre excluding public and other land uses, including roads, schools, parks, detention basins, public/quasi-public parcels, wetland preserves and wetland buffers.

E. The development fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B), (C) and (D) of this section for the categories of facilities established by RCMC 16.82.150, which are applicable.

F. For the purpose of calculating SunCreek specific plan development fees pursuant to subsections (A), (B), (C), and (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the ~~planning~~ Dd~~d~~irector is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density.

G. For the purpose of calculating SunCreek specific plan development fees pursuant to subsections (A), (B), (C), and (D) of this section for building permits for land use categories not included in this chapter, the ~~planning~~ Dd~~d~~irector is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density. [Ord. 9-2022 § 3 (Exh. A)].

16.82.180 Credit for construction of specific plan public facilities.

A. Upon application by the property owner or his authorized agent, the Director may authorize the construction of any specific plan public facilities, or portions thereof, in order of priority as designated on the priority list in the SunCreek specific plan development impact fee program in lieu of all, or a portion of, the development impact fees required by this chapter. If so authorized, the credit toward specific plan development impact fees to be provided to the property owner for such in lieu construction shall be equal to 80 percent of the programmed cost of the facility, as set forth in the SunCreek specific plan development impact fee program in effect at the time when the in lieu construction is so authorized, including, but not limited to, unit prices, quantities and project descriptions. Prior to credit being given and/or issuance of any of the approvals set forth in RCMC 16.82.130 (e.g., approvals of building permits, subdivisions or zoning amendments), the construction of any facility authorized by this section must either be accepted by the

department, or the property owner must post security for the complete performance of the construction in a form acceptable to the Dd~~d~~irector and the city attorney.

B. Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining 20 percent of the programmed cost as designated in the SunCreek specific plan development impact fee program may be issued as a credit balance to the property owner that may be utilized within the city of Rancho Cordova as determined by the ~~director~~Director.

C. Where the amount of the credit is less than the amount of the SunCreek specific plan development fee otherwise applicable to the development in question, the property owner must pay to the city the difference in accordance with RCMC 16.82.130.

D. Where the amount of the credit is greater than the amount of the SunCreek specific plan development fee, the property owner shall be paid the difference only from the applicable SunCreek specific plan fund within a reasonable time after the project is accepted by the department pursuant to RCMC 16.84.120 in order of priority on the priority list in the SunCreek specific plan development impact fee program when funds are available.

E. Where a facility is proposed for construction by the property owner, the Dd~~d~~irector at his or her discretion may either (1) provide the property owner with a credit pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.82.190. [Ord. 9-2022 § 3 (Exh. A)].

16.82.190 Reimbursement for construction of SunCreek specific plan projects in advance of the SunCreek specific plan development impact fee program priority list schedule.

A. Upon application by the property owner or his authorized agent, the ~~director~~ Director may enter into a reimbursement agreement authorizing the construction of any specific plan facilities, or portions thereof, designated in the SunCreek specific plan development impact fee program. In addition to the requirements of subsection (D) of this section, the agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the city will only be made from the applicable SunCreek specific plan fund when funds are available.

B. The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the SunCreek specific plan development impact fee program in effect at the time the construction contract is awarded for that specific facility. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction, based on the priority list in the SunCreek specific

plan development impact fee program, or as different timing is otherwise authorized by the Ddirector.

C. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the applicable SunCreek specific plan development fees in the manner and amount specified by this chapter.

D. If the Ddirector enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.82.150(C) the agreement shall provide that: (1) the general fund of the city is not liable for payment of any obligations arising from the agreement; (2) the credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement; (3) the landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and (4) the obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the applicable SunCreek specific plan development impact fees deposited in the applicable transportation fund.

E. Property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A), (B), (C), and (D) of this section no later than five years after the specific plan public project is constructed and accepted. Property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said five-year limitation. [Ord. 9-2022 § 3 (Exh. A)].

SECTION 2. Sections 16.83.020, 16.83.030, and 16.83.045, 16.83.050, 16.83.060, 16.83.080, 16.83.090, 16.83.100, 16.83.110, 16.83.130, 16.83.150, 16.83.160, 16.83.170, 16.83.175, and 16.83.180 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.83.020 Definitions.

"Areas" means those geographic areas established for public facilities financing purposes within the Sunrise Douglas community plan public facilities financing plan area depicted in Figure 1 attached to the ordinance codified in this chapter and incorporated herein by reference. Area 1 comprises the Sunridge specific plan area. A detailed map of each area depicted on Figure 1 is on file with the public works department of the city of Rancho Cordova and is by this reference incorporated herein.

"Building permit" means the permit issued or required for the construction of residential dwelling units or for the construction or improvement of additional square footage of floor area for any nonresidential structure pursuant to and as defined by the city of Rancho Cordova building code.

"City" means the city of Rancho Cordova.

"Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

"Commercial development" means buildings constructed for the purpose of occupancy by retail, services, and other principally nonoffice businesses located on sites zoned SC shopping center, LC limited commercial, TC travel commercial, AC auto commercial, or GC general commercial in accord with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use (CMU) by the Sunridge specific plan or other specific plan. Residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the zoning code or specific plan are residential development rather than commercial development for purposes of this chapter.

"Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

"Council" means the city council of the city of Rancho Cordova.

"Department" means the city of Rancho Cordova public works department.

"Development fee" or "development impact fee" means the fee levied by this chapter upon the approval of building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable within the Sunrise Douglas community plan area.

"Development unit" means dwelling unit for residential development or square feet of building floor area for nonresidential development.

"Director" means the Ddirector of the Rancho Cordova public works department.

"Equivalent dwelling unit factor" means the number of equivalent dwelling units (EDUs) per development unit that indicates the relative financial responsibility for facilities of a specific land use category as defined in this chapter and regulated by the Rancho Cordova zoning code compared to the financial responsibility for the same facilities of one acre of land zoned for one single-family detached dwelling unit per acre.

"Facilities" means those public facilities designated in the Sunrise Douglas community plan development impact fee program.

"Fee per equivalent dwelling unit" means the fee rate that is calculated for each category of public facilities by dividing the total estimated cost of the facilities by the total equivalent dwelling units to be generated by planned development within the Sunrise Douglas community plan area and subject to the SDCP development impact fee program.

"Final Inspection" means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

"Improvement plan" means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova public works department pursuant to Chapter 12.03 RCMC prior to the issuance of a building permit for the property.

"Land use category" means any of the following development categories as defined by this chapter: single-family residential development, multifamily residential development, commercial development, and office development.

"Multifamily residential development" means buildings consisting of three or more attached dwelling units for residential occupancy as apartments, townhouses, or condominiums.

"Nonresidential development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobile homes. Typically nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, day care centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

"Office development" means buildings constructed for the purpose of occupancy by principally business and professional office uses located on sites zoned BP business and professional office in accord with the city of Rancho Cordova zoning code or designated commercial or CMU commercial mixed use by the Sunridge specific plan or other specific plan.

"~~Planning~~ Community Development D~~d~~irector" means the ~~planning~~ director of the city of Rancho Cordova community development department.

"Program fee per development unit" means the development fee per development unit for a particular category of facilities. For each facilities category the program fee per development unit is calculated by multiplying the fee per equivalent dwelling unit by the equivalent dwelling unit factor for each land use category as established and periodically updated in the Sunrise Douglas community plan development impact fee program.

"Programmed cost" means the estimated cost of constructing a facility based upon the unit costs for each construction item plus a fixed 21 percent for inspection, materials testing, design and construction surveys, and engineering, and a fixed 10 percent for construction contingency as set forth in the Sunrise Douglas community plan development impact fee program and its public facilities project cost estimates, as periodically updated and adopted by resolution of the council.

"Residential development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes buildings or portions of buildings consisting of dwelling units constructed on sites designated CMU or another commercial zone. Institutional uses or other nonhousing development allowed by special use permit to be constructed on sites zoned for residential use are nonresidential development for purposes of this chapter.

“Single-family residential development” means buildings consisting of individual dwelling units or no more than two attached dwelling units for residential occupancy as single-family detached homes, single-family attached homes, duplexes, halfplexes, manufactured homes, mobile homes, and residential accessory dwellings.

“Sunrise Douglas community plan administration fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.080.

“Sunrise Douglas community plan area” means all property located within the geographic area of the Sunrise Douglas community plan (SDCP) as originally adopted by the Sacramento County board of supervisors by Resolution No. 2002-0902 and as defined in the certified final environmental impact report for the Sunrise Douglas community plan and Sunridge specific plan.

“Sunrise Douglas community plan – Cordova recreation and park district park improvement fund” or “Sunrise Douglas community plan CRPD park improvement fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.060.

“Sunrise Douglas community plan development impact fee program” means the plan, including any amendments thereto, adopted by resolution by the council for financing of designated public facilities to serve the Sunrise Douglas community plan area, including, but not limited to, a designation of those facilities to be constructed with the development fees collected pursuant to this chapter, the priority list for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within each area of the Sunrise Douglas community plan area as established.

“Sunrise Douglas community plan fee program update fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.070.

“Sunrise Douglas community plan interim sewer fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.050.

“Sunrise Douglas community plan library fund” means that special interest-bearing trust fund established pursuant to RCMC 16.83.065.

“Sunrise Douglas community plan public facilities financing plan area” or “SDCP-PFFP area” means all property located within the Sunrise Douglas community plan area depicted in Figure 1 attached to the ordinance codified in this chapter and herein incorporated by reference. A detailed map of the property depicted on Figure 1 is on file with the public works department of the city of Rancho Cordova and is by this reference incorporated herein.

"Sunrise Douglas community plan roadway fund" means that special interest-bearing trust fund established pursuant to RCMC 16.83.030.

"Sunrise Douglas community plan supplemental off-site water fund" means that special interest-bearing trust fund established pursuant to RCMC 16.83.045.

"Sunrise Douglas community plan transit shuttle fund" means that special interest-bearing trust fund established pursuant to RCMC 16.83.040. [Ord. 24-2004 § 1].

"Temporary Certificate of Occupancy" means if the City finds that no substantial hazard will result from occupancy of any building or portion therefoof before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.83.030 Establishment and administration of Sunrise Douglas community plan roadway fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan roadway fund. All amounts collected from roadway development fees from Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs identified in the roadway capital improvement program of the Sunrise Douglas community plan development impact fee program.

B. The Sunrise Douglas community plan roadway fund shall be administered by the Ddirector. [Ord. 24-2004 § 1].

16.83.045 Establishment and administration of Sunrise Douglas community plan supplemental off-site water fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan supplemental off-site water fund. All amounts collected from supplemental off-site water development fees for Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs of supplemental off-site water facilities identified in the Sunrise Douglas community plan specific plan development impact fee program.

B. The Sunrise Douglas community plan supplemental off-site water fund shall be administered by the Ddirector. [Ord. 24-2004 § 1].

16.83.050 Establishment and administration of Sunrise Douglas community plan interim sewer fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan interim sewer fund. All amounts collected from interim sewer development fees for Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs of interim sewer facilities identified in the Sunrise Douglas community plan specific plan development impact fee program.

B. The Sunrise Douglas community plan interim sewer fund shall be administered by the Dd~~d~~irector. [Ord. 24-2004 § 1].

16.83.060 Establishment and administration of Sunrise Douglas community plan CRPD park improvement fund.

A. There is hereby created by the office of the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan CRPD park improvement fund. All park improvement development fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the Cordova recreation and park district or its successor agency solely to pay the costs of applicable parks and recreation facilities identified in the Sunrise Douglas community plan specific plan development impact fee program for Area 1.

B. The Sunrise Douglas community plan CRPD park improvement fund shall be administered by the Cordova R~~r~~ecreation and P~~p~~ark D~~d~~istrict. [Ord. 24-2004 § 1].

16.83.080 Establishment and administration of Sunrise Douglas community plan administration fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the Sunrise Douglas community plan administration fund or other appropriate accounting mechanism. All administration fees collected in Area 1 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova, or its successor agency, solely to pay the costs associated with administering the Sunrise Douglas community plan development impact fee program.

B. The Sunrise Douglas community plan administration fund shall be administered by the Dd~~d~~irector. [Ord. 24-2004 § 1].

16.83.090 Imposition of development fee.

No change in a land use zoning designation shall be approved within the Sunrise Douglas community plan area unless payment of the development fees established by this chapter is required of the property owner as a condition of such approval. No building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable shall be ~~approved~~ issued for property within the Sunrise Douglas community plan area unless the development fees for that property are paid as required by this chapter. [Ord. 24-2004 § 1].

16.83.100 Payment of development fees.

The development fees imposed pursuant to this chapter shall be paid by the property owner to the department in an amount calculated pursuant to RCMC 16.83.120, 16.83.130 and 16.83.140. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits or final inspection, as applicable. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits, temporary Certificate of Occupancy, or Certificate of Occupancy, as applicable. [Ord. 24-2004 § 1].

16.83.110 Adoption of the capital improvement plan and compliance with priority list of Sunrise Douglas community plan development impact fee program.

A. The council shall by resolution adopt the capital improvement plan of the Sunrise Douglas community plan development impact fee program. The council shall review the capital improvement plan of the Sunrise Douglas community plan development impact fee program not less than annually and may amend it by resolution at its discretion.

B. With the exception of facilities approved by the D~~d~~irector for construction by a property owner pursuant to RCMC 16.83.160, all facilities shall be funded in accordance with the priority list established in the Sunrise Douglas community plan development impact fee program. [Revised during 2008 codification; Ord. 24-2004 § 1].

16.83.130 Calculation of development fees.

A. For single-family residential development and multifamily residential development within Area 1, the development fees per dwelling unit set forth in RCMC 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

F = P

Where:

F = The development fee for each category of public facilities to be paid for each dwelling unit by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.83.090 are proposed for approval; and

P = Program fee per dwelling unit for each category of public facilities for the type of development as shown in the Sunrise Douglas community plan development impact fee program.

B. For nonresidential development within Area 1, the development fees per building permit set forth in RCMC 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

F = P x S

Where:

F = The development fee for each category of public facilities to be paid for each building permit by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.83.090 are proposed for approval; and

P = Program fee per square foot of building floor area for each category of public facilities for the type of development as shown in the Sunrise Douglas community plan development impact fee program.

S = The number of square feet of building floor area proposed for development.

C. The administration fee per building permit as set forth in RCMC 16.83.090 and 16.83.100 shall be calculated pursuant to the following formula:

F = T x 3.75%

Where:

F = The administration fee to be paid for each dwelling unit for single-family residential development and multifamily residential development, or for each building permit for nonresidential development, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.83.090 are proposed for approval.

T = The sum of the development fees for all fee categories of public facilities to be paid for each dwelling unit for single-family residential development and multifamily residential development, or for each building permit for nonresidential development, before any applicable credits pursuant to RCMC 16.83.150, 16.83.160, 16.83.165, 16.83.170 or 16.83.180 are applied, by the owner

of property for which a change in land use zone has been approved or the permits described in RCMC 16.83.090 are proposed for approval.

D. The development fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B) and (C) of this section for the categories of facilities established by RCMC 16.83.120, which are applicable.

E. For the purpose of calculating Sunrise Douglas community plan development fees pursuant to subsections (A), (B), (C) and (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the ~~planning~~ Community Development D~~d~~irector is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density.

F. For the purpose of calculating Sunrise Douglas community plan development fees pursuant to subsections (A), (B), (C) and (D) of this section for building permits for land use categories not included in this chapter, the Community Development ~~planning~~ D~~d~~irector is hereby authorized to determine the EDU factors for each fee category which correspond most directly to the use and density.

G. For the purpose of calculating Sunrise Douglas community plan development impact fees pursuant to subsections (A), (B), (C) and (D) of this section for service stations, the floor area in additional square feet of the buildings proposed to be constructed, improved, or relocated from outside of the Sunrise Douglas community plan area shall include the square footage underneath all canopies. [Revised during 2008 codification; Ord. 24-2004 § 1].

16.83.150 Credit for construction of roadway facilities.

A. Upon application by the property owner or his authorized agent, the D~~d~~irector may authorize the construction of any roadway facilities, or portions thereof, in order of priority as designated on the priority list in the Sunrise Douglas community plan development impact fee program in lieu of all, or a portion of, the roadway development fee required by this chapter. If so authorized, the credit for such in-lieu construction to be provided to the property owner shall be equal to 80 percent of the programmed cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must be accepted by the department, or the property owner must post security for the complete performance of the construction in a form acceptable to the D~~d~~irector and

the city attorney, prior to credit being given and issuance of any of the approvals set forth in RCMC 16.83.100.

B. Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining 20 percent of the programmed cost as designated in the Sunrise Douglas community plan development impact fee program, or other amount as may be determined by the Ddirector pursuant to RCMC 16.83.175, may be issued as a credit balance to the property owner that may be utilized within the Sunrise Douglas community plan area.

C. Where the amount of the credit is less than the amount of the otherwise applicable roadway development fee, the property owner must pay the difference as set forth in RCMC 16.83.100.

D. Where the amount of the credit is greater than the amount of the development fee, the property owner shall be paid the difference only from the applicable Sunrise Douglas community plan roadway fund within a reasonable time after the project is accepted by the department pursuant to RCMC 16.83.160 in order of priority on the priority list in the Sunrise Douglas community plan development impact fee program when funds are available.

E. Where a facility is proposed for construction by the property owner, the Ddirector at his or her discretion may either (1) provide the property owner with a credit pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.83.160. [Ord. 24-2004 § 1].

16.83.160 Reimbursement for construction of roadway projects in advance of the Sunrise Douglas community plan development impact fee program priority list schedule.

A. Upon application by the property owner or his authorized agent, the Ddirector may enter into a reimbursement agreement authorizing the construction of any roadway facilities, or portions thereof, designated in the Sunrise Douglas community plan development impact fee program. The agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall require reimbursement only from the applicable Sunrise Douglas community plan roadway fund when funds are available.

B. The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time the construction contract is awarded for that specific facility or other amount as may be determined by the Ddirector pursuant to

RCMC 16.83.175. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction based on the priority list in the Sunrise Douglas community plan development impact fee program or as different timing is otherwise authorized by the Ddirector.

C. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the development fees in the manner and amount specified by this chapter.

D. If the Ddirector enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.83.150(C), the agreement shall provide that:

1. The general fund of the city is not liable for payment of any obligations arising from the agreement;

2. The credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement;

3. The landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and

4. The obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the development fees deposited in the applicable Sunrise Douglas community plan roadway fund.

E. The property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A), (B), (C), and (D) of this section no later than four years after the roadway project is constructed and accepted. The property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said four-year limitation. [Ord. 24-2004 § 1].

16.83.170 Credit or reimbursement for construction of park and recreation facilities.

A. Upon application by the property owner or his authorized agent, the park facilities provider, the Cordova Rrecreation and Ppark Ddistrict, may authorize the construction of any park and recreation facilities, or portions thereof, as designated in the Sunrise Douglas community plan development impact fee program in lieu of all, or a portion of, the park improvement development fee required by this chapter and may enter into a credit agreement pursuant to subsections (B), (C) and (D) of this section or may enter into a reimbursement agreement pursuant to subsections (E), (F) and (G) of this section. If so authorized, the credit to be provided to the property owner shall be equal to the estimated

cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must first be accepted by the park facilities provider, the Cordova Rrecreation and Pparк Ddistrict or otherwise authorized by said park facilities provider, prior to credit being given and issuance of any of the approvals set forth in RCMC 16.83.100.

B. Where the amount of the credit is less than the amount of the otherwise applicable park improvement development fee, the property owner must pay the difference as set forth in RCMC 16.83.100.

C. Where the amount of the credit is greater than the amount of the development fee, the property owner shall be paid the difference only from the applicable Sunrise Douglas community plan CRPD park improvement fund within a reasonable time after the project is accepted by the park facilities provider.

D. If the parks facilities provider and a property owner agree, the property owner may receive a credit against the park improvement development fee in an amount not to exceed the value of property conveyed to the provider as determined by the park facilities provider.

E. Upon application by the property owner or his authorized agent, the park facilities provider, the Cordova recreation and park district, may enter into a reimbursement agreement authorizing the construction of any park facilities, or portions thereof, designated in the Sunrise Douglas community plan development impact fee program. The agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall require reimbursement only from the applicable Sunrise Douglas community plan CRPD park improvement fund.

F. The amount of reimbursement shall be the estimated cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time the construction contract is awarded for that specific facility.

G. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the development fees in the manner and amount specified by this chapter. [Ord. 24-2004 § 1].

16.83.175 Programmed cost updates.

A. Upon application by the property owner or his authorized agent, the Ddirector may update the Sunrise Douglas community plan development impact fee program to cover a cost overrun for a facility in excess of the current programmed cost.

B. Where any credit or reimbursement agreement is approved by the Dd~~d~~irector for an amount in excess of the programmed cost as set forth in subsection (A) of this section, the total cost paid or credited for the facility shall be reduced by an amount determined as follows:

P x (NF – OF) = Reduction to fee credit/reimbursement amount.

Where:

P = Number of permits issued on developer's property after the application is approved to process a fee update and prior to the effective date of the new fee.

NF = Amount of new fee adopted by council after fee update.

OF = Amount of old fee in place prior to the fee update. [Ord. 24-2004 § 1].

16.83.180 Credit for construction of off-site water facilities.

A. Upon application by the property owner or his authorized agent, the Dd~~d~~irector may authorize the construction of any off-site water facilities, or portions thereof, as designated in the Sunrise Douglas community plan development impact fee program in lieu of all, or a portion of, the supplemental off-site water development fee required by this chapter. If so authorized, the credit to be provided to the property owner shall be equal to the estimated cost of the facility as set forth in the Sunrise Douglas community plan development impact fee program in effect at the time when the credit agreement is approved, including, but not limited to, unit prices, quantities and project descriptions. The construction of any facility authorized by this section must first be accepted by the department and the Sacramento County water agency prior to credit being given and issuance of any of the approvals set forth in RCMC 16.83.100.

B. Where the amount of the credit is less than the amount of the otherwise applicable supplemental off-site water development fee, the property owner must pay the difference as set forth in RCMC 16.83.100.

C. Where the amount of the credit is greater than the amount of the development fee, the property owner shall be paid the difference only from the Sunrise Douglas community plan supplemental off-site water fund within a reasonable time after the project is accepted by the city and the Sacramento County water agency. [Ord. 24-2004 § 1].

SECTION 3. Sections 16.84.020, 16.84.030,16.84.040, 16.84.050, 16.84.060, 16.84.070, and 16.84.100, 16.84.110, 16.84.120 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.84.020 Definitions.

"Areas" means those geographic areas established for public facilities financing purposes within the city of Rancho Cordova as depicted in the nexus study for the transportation development impact fee program. A detailed map of each area is depicted in the nexus study and is on file with the city public works department, and such maps are incorporated by reference herein.

"Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

"Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

"City" means the city of Rancho Cordova.

"City of Rancho Cordova transportation administration fund" means that special interest-bearing trust fund established pursuant to RCMC 16.84.040.

"City of Rancho Cordova transportation fund" means that special interest-bearing trust fund established pursuant to RCMC 16.84.030.

"Commercial development" means buildings constructed for the purpose of occupancy by retail, services, and other principally nonoffice businesses located on sites zoned SC shopping center, LC limited commercial, TC travel commercial, AC auto commercial, or GC general commercial in accord with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use (CMU). For purposes of this chapter, residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the zoning code are residential development rather than commercial development.

"Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including,

without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

“Council” or “city council” means the city council of the city of Rancho Cordova.

“Department” means the city of Rancho Cordova public works department.

“Development impact fee” or “transportation development impact fee” or “transportation impact fee” means the fee levied by this chapter and due upon the approval of one or more building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable.

“Development unit” means a dwelling unit, for residential development, or square foot of building floor area, for nonresidential development.

“Director” means the Dd~~d~~irector of the Rancho Cordova public works department.

“Facilities” means those public facilities designated in the Rancho Cordova transportation capital improvement plan and transportation development impact fee program.

“Fee resolution” means the resolution and fee schedule adopted by the city council, as may be amended from time to time, that approves the amount of the transportation development impact fees.

“Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

“Improvement plan” means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova public works department pursuant to Chapter 12.03 RCMC prior to the issuance of a building permit for the property.

“Land use category” means detached dwelling units, attached dwelling units, multifamily, commercial, office, or industrial/manufacturing uses as further defined in the fee resolution.

“Multifamily residential units” means all units within a structure that has five or more units, all of which are offered for rent to the general public, or all units within a structure that has five or more attached units that (1) are available for sale to individual owners, and (2) have living areas less than or equal to 1,200 square feet.

“Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached

homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobile homes, or improvements thereto.

Nonresidential development includes commercial development. Typically, nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, day care centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

"Office development" means buildings constructed for the purpose of occupancy by principally business and professional office uses located on sites zoned BP business and professional office in accord with the city of Rancho Cordova zoning code or designated commercial or CMU commercial mixed use.

"~~Planning director~~Community Development Director" means the ~~planning~~ director of the city of Rancho Cordova Community Development Department.

"Priority list" means those facilities included in the transportation capital improvement plan and transportation development impact fee program, as identified in order of priority by the D~~d~~irector, to avoid substantial congestion levels on key roadways.

"Program fee per development unit" means the development impact fee per development unit for a particular category of facilities. Such program fees, identified in the fee resolution, were established using an allocation of transportation system costs, as identified in the transportation capital improvement plan and development impact fee program, and dwelling unit equivalents (DUEs) based on land use categories identified in the nexus study developed for the transportation development impact fee program.

"Programmed cost" means the estimated cost of constructing a facility based upon the unit costs for each construction item plus fixed percentages for engineering, permits and construction contingency as set forth in the city of Rancho Cordova transportation development impact fee program and its public facilities project cost estimates, as periodically updated and adopted by resolution of the council.

"Residential development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated CMU or another

commercial zone. Institutional uses or other nonhousing development allowed by special use permit to be constructed on sites zoned for residential use are nonresidential development for purposes of this chapter.

“Single-family attached residential development” means all units within a structure that has two to four attached units, whether such units are offered for rent or for sale to individual owners, and all units within a structure that has five or more attached units that (1) are available for sale to individual owners, and (2) have a living area greater than 1,200 square feet.

“Single-family detached residential development” includes all single-family detached residential units.

“Transportation capital improvement plan” means the projects identified and the cost estimates prepared, and as may be updated, for the transportation system facilities identified in the general plan circulation element and on the roadway sizing diagram within the city limits that are needed to meet traffic demands as identified in the nexus study.

“Transportation development impact fee program” or “transportation impact fee” means the fee schedule, including any amendments thereto, adopted by resolution by the council for financing of designated public facilities to serve the city of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the development impact fees collected pursuant to this chapter, the priority list (“priority list”) for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within each area of the city of Rancho Cordova as established. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

“Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion thereoffo before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.84.030 Establishment and administration of the city of Rancho Cordova transportation fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the city of Rancho Cordova transportation fund. All amounts collected from transportation impact fees from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova

or its successor agency solely to pay the costs identified in the transportation capital improvement plan and/or development impact fee program and nexus study.

B. The transportation fund shall be administered by the Dd~~d~~irector. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.040 Establishment and administration of the city of Rancho Cordova transportation administration fund.

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the city of Rancho Cordova transportation administration fund. All administration fees collected from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the city of Rancho Cordova transportation impact fee program.

B. Commencing with the updated nexus study adopted February 7, 2022, administrative costs are incorporated into the transportation development impact fee. The administrative portion of the transportation development impact fee shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the transportation development impact fee program.

C. The transportation administration fund shall be administered by the Dd~~d~~irector. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.050 Imposition of transportation impact fee.

No change in a land use zoning designation shall be approved within the city of Rancho Cordova unless payment of the transportation impact fees established by this chapter is required of the property owner as a condition of such approval. No building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable ~~-~~shall be approved for property within the city of Rancho Cordova unless the development fees for that property are paid as required by this chapter. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.060 Payment of transportation impact fees.

The transportation impact fees imposed pursuant to this chapter shall be paid by the property owner to the Dd~~d~~epartment, in an amount calculated pursuant to RCMC 16.84.100. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits or final inspections, as applicable. For projects that are subject to building permits, but not subdivision map approval, the fees

shall be both calculated and paid upon issuance of the building permits, temporary Certificate of Occupancy, or Certificate of Occupancy, as applicable. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.070 Adoption of the transportation system capital improvement plan and compliance with priority list of city of Rancho Cordova transportation impact fee program.

A. The council shall by resolution adopt the city of Rancho Cordova transportation capital improvement plan of the city of Rancho Cordova transportation system development impact fee program. The council shall review the transportation capital improvement plan not less than annually and may amend it by resolution at its discretion.

B. With the exception of facilities approved by the Dd~~d~~irector for construction by a property owner pursuant to RCMC 16.84.120, all facilities shall be funded in accordance with the priority list established for the city of Rancho Cordova transportation development impact fee program. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.100 Calculation of transportation impact fee.

A. For residential development, the transportation impact fee shall be calculated by multiplying the number of units per land use category by a per unit cost as identified in the transportation impact fee program and fee resolution.

B. For nonresidential development, the transportation impact fee shall be calculated by multiplying the number of building square feet per land use category by a per square foot cost as identified in the transportation development impact fee program and fee resolution.

C. For the purpose of calculating the transportation impact fee for land use categories not specifically named in the transportation impact fee program and fee resolution, the ~~planning director~~Community Development Dd~~d~~irector is hereby authorized to determine the land use category that corresponds most directly to the land use in question. Alternatively, the ~~planning director~~Community Development Dd~~d~~irector can determine that no land use category adequately corresponds, and request the ~~public works~~ Dd~~d~~irector to determine the transportation impact fee. Said transportation impact fee will be determined using the applicable trip generation factors as found in the Institute of Transportation Engineers Trip Generation Manual or equivalent method.

D. For the purpose of calculating the regional fee, the regional fee shall be calculated as the difference between the transportation impact fee for Area 1 or Area 2 (depending on the

location of the property at issue) and the transportation component of the specific plan fee, if any. If no specific plan fee exists, then the regional fee and the transportation impact fee are equivalent.

E. The transportation impact fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A) through (D) of this section for the categories of facilities established by RCMC 16.84.080, and shall include an additional administrative fee per building permit which will be calculated as provided in the transportation development impact fee program nexus study.

F. For the purpose of calculating transportation impact fees pursuant to subsections (A) through (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the D~~d~~irector is hereby authorized to determine the per-unit or per-square-foot costs for each fee category that corresponds most directly to the use and density.

G. For the purpose of calculating transportation impact fees pursuant to subsections (A) through (D) of this section for building permits for land use categories not specifically named in this chapter or the transportation development impact fee program, the D~~d~~irector is hereby authorized to determine the per-unit or per-square-foot costs for each fee category that corresponds most directly to the use and density. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3. Formerly 16.84.090].

16.84.110 Credit for construction of transportation facilities.

A. Upon application by the property owner or his authorized agent, the ~~director~~ Director may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the priority list for the transportation development impact fee program in lieu of all, or a portion of, the transportation impact fee required by this chapter. If so authorized, the credit toward transportation impact fees, excluding the administrative fee, to be provided to the property owner for such in-lieu construction shall be equal to 80 percent of the programmed cost of the facility, as set forth in the transportation system development impact fee program in effect at the time when the in-lieu construction is so authorized, including, but not limited to, unit prices, quantities and project descriptions.

Prior to credit being given and/or issuance of any of the approvals set forth in RCMC 16.84.060 (e.g., approvals of building permits, subdivisions or zoning amendments), the construction of any facility authorized by this section must either be accepted by the department, or the property owner must post security for the complete performance of the construction in a form acceptable to the D~~d~~irector and the city attorney.

B. Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining 20 percent of the programmed cost as designated in the transportation system development impact fee program may be issued as a credit balance to the property owner that may be utilized within the city of Rancho Cordova as determined by the Ddirector.

C. Where the amount of the credit is less than the amount of the transportation impact fee otherwise applicable to the development in question, the property owner must pay to the city the difference in accordance with RCMC 16.84.060.

D. Where the amount of the credit is greater than the amount of the transportation impact fee, the property owner shall be paid the difference only from the applicable transportation fund within a reasonable time after the project is accepted by the department pursuant to RCMC 16.84.120 in order of priority on the priority list in the transportation system development impact fee program when funds are available.

E. Where a facility is proposed for construction by the property owner, the ~~director~~ Director at his discretion may either (1) provide the property owner with a credit pursuant to this section, or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.84.120. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

16.84.120 Reimbursement for construction of transportation projects in advance of the transportation system development impact fee program priority list schedule.

A. Upon application by the property owner or his authorized agent, the ~~director~~ Director may enter into a reimbursement agreement authorizing the construction of any transportation facilities, or portions thereof, designated in the transportation system development impact fee program. In addition to the requirements of subsection (D) of this section, the agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the city will only be made from the applicable transportation fund when funds are available.

B. The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the transportation system development impact fee program in effect at the time the construction contract is awarded for that specific facility. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction, based on the priority list in the transportation system development impact fee program, or as different timing is otherwise authorized by the ~~director~~Director.

C. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the transportation impact fees in the manner and amount specified by this chapter.

D. If the Dd~~d~~irector enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.84.110(C), the agreement shall provide that:

1. The general fund of the city is not liable for payment of any obligations arising from the agreement;

2. The credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement;

3. The landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and

4. The obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the transportation impact fees deposited in the applicable transportation fund.

E. The property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A) through (D) of this section no later than four years after the transportation project is constructed and accepted. The property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said four-year limitation. [Ord. 11-2023 § 3 (Exh. A); Ord. 3-2013 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

SECTION 4. Sections 16.85.020, 16.85.070, and 16.85.100, of Title 16, of the City of Rancho Cordova Municipal Code as amended to read as follows:

16.85.020 Definitions.

Unless the contrary is stated or clearly appears from the context in which a term is used, the following definitions shall govern construction of the words and phrases used in this chapter:

A. "Automatic annual adjustment" means the automatic annual adjustment of development impact fees based on the inflation factors described in RCMC 16.85.120.

B. "Accessory dwelling unit" (ADU) means an attached or detached permanent dwelling unit that provides complete independent living facilities (permanent provisions for living, sleeping, eating, cooking, and sanitation) for one or more persons and which is located on a site with a proposed or existing primary dwelling.

C. "Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

D. "Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

E. "City code" means the city of Rancho Cordova Municipal Code.

FD. "Citywide benefit district area" means the real property located within the jurisdictional boundaries of the city, and as said boundaries may be adjusted from time to time.

GE. "Development" means the uses to which property will be put, the buildings and improvements to be constructed on it, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements.

HF. "Development project" shall have the same meaning as defined by subsection (a) of California Government Code Section 66000, as such section may be amended from time to time.

IG. "Dwelling unit" means any building or portion of a building used or designed for use as a residence by an individual or any group of individuals living together or as a family,

excepting therefrom any unit rented or leased for temporary residency, such as a motel and hotel room.

JH. "Fee" and "impact fee" and "development impact fee" mean the monetary exaction as defined by subsection (b) of California Government Code Section 66000, as such section may be amended from time to time, and shall include, but not be limited to, the fees established pursuant to this chapter.

KI. "Fee resolution" means Resolution No. 04-2009, or any subsequent resolution adopted by the city council which implements the provisions of this chapter, including, without limitation, the setting of the amounts of the various fees established hereby and the adoption of provisions for credits, reimbursements and deferral relating to such fees.

LJ. "Final Inspection" means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

M. "Government Code" means the Government Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as it may thereafter be amended or renumbered from time to time.

NK. "Health and Safety Code" means the Health and Safety Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as it may thereafter be amended or renumbered from time to time.

OL. "Housing development" means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

PM. "Industrial use" means any development project that involves manufacturing, transportation, logistics or similar uses.

QN. "Low income" and "very low income" housing is defined in Sections 50079.5 and 50105, respectively, of the California Health and Safety Code.

RO. "Measure A" means Ordinance No. 04-01 adopted by the Sacramento Transportation Authority on July 29, 2004, which established the Sacramento Countywide Transportation Mitigation Fee Program to be implemented by the County of Sacramento and each city within the county by April 1, 2009.

SP. “Measure A administration fee” means the fee imposed by the city for the cost of collection, deposit, investment, accounting, remittance and reporting of the Measure A development impact fee.

TQ. “Measure A development impact fee” means a development impact fee established to provide funding for public facilities to benefit new development within the city.

UR. “Measure A expenditure plan” means the Sacramento County Transportation Expenditure Plan 2009-2039 dated June 10, 2004, as adopted by the Sacramento Transportation Authority under Ordinance No. 04-01, which specifies the allocation of Measure A sales taxes and Measure A development impact fees for specified public facilities.

VS. “Measure A nexus study” means the Development Impact Fee Study dated June 2, 2006, as originally adopted by the Sacramento Transportation Authority by Resolution No. 06-0006 and updated by the 2024 Nexus Study Update Report dated May 24, 2024, adopted by the Sacramento Transportation Authority by Resolution No.24-0005.

WT. “Multifamily residential use” means any development project that uses a single parcel for two or more dwelling units within one or more building(s) including, without limitation, duplexes, townhouses, condominiums and apartments, but excluding an accessory dwelling unit.

XU. “Normalized cost per trip” means the medium-sized single-family residential fee rate listed in Section 2.1 of the Protocols Agreement divided by the average weekday trip generation rate for a single-family residence (9.44) per the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Ed.). The normalized cost per trip is $167.00 and will be adjusted annually per RCMC 16.85.120.

YV. “Office use” means any development project that involves business activities, associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices, personal services, or similar uses.

ZW. “Participating agencies” means the county of Sacramento, the city of Citrus Heights, the city of Elk Grove, the city of Folsom, the city of Galt, the city of Isleton, the city of Rancho Cordova, and the city of Sacramento. Each may be referred to individually as “participating agency.”

AAX. “Protocols agreement” means the New Measure A Sacramento Countywide Transportation Mitigation Fee Program Agreement on Operating Protocols, dated August 2024, with the Sacramento Transportation Authority, as approved by the Authority on August 8, 2024, by Resolution No 24-006 or as may be subsequently amended.

BB~~Y~~. “Public facilities” means the public improvements, public services and community amenities as defined by subsection (d) of California Government Code Section 66000, as such section may be amended from time to time. The term “public facilities” only includes transportation improvements and infrastructure to be designed, constructed, installed and acquired to serve the specified benefit district area, as well as the transportation-related public service and community amenities to serve the specified benefit district area, which improvements and infrastructure are described in the applicable financing plan, expenditure plan, and/or nexus study (collectively “plan” or “study”). The costs of the design, construction, installation and acquisition of the specified public facilities, which are to be financed partially by the development impact fee program, is set forth within the plan or study. Where applicable under the plan or study, the term “public facilities” includes the acquisition of land relating to such improvements, infrastructure, public services and community amenities. The term “public facilities” also means a specific public improvement or infrastructure where the context requires a singular meaning.

CC~~Z~~. “Retail use” means any development project that involves retailing of merchandise, generally without transformation, retail food services, and rendering of services incidental to the sale of merchandise at a fixed point of sale.

~~AA~~DD. “Reduced parking availability” means a development project where state law requires the city to approve the project with reduced parking, including without limitation, projects pursuant to California Government Code Sections 65913.4 and 65915.

~~BB~~EE. “Senior residential use” means any development project that qualifies as housing for older persons pursuant to California Government Code Section 12955.9.

~~CC~~FF. “Single-family residential use” means any development project that uses a single parcel for only one residential dwelling unit. “Single-family residential use” also includes any development project that involves one primary dwelling and one accessory dwelling unit on a single lot.

~~DD~~GG. “STA” means the Sacramento Transportation Authority.

~~EE~~HH. “Transit-oriented development” means a housing development that satisfies all the following characteristics:

1. The housing development is located within one-half mile of a transit station and there is direct access between the housing development and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length;

2. Convenience retail uses, including a store that sells food, and located within one-half mile of the housing development; and

3. The housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than the on-site parking space for zero to two bedroom units, and two on-site parking spaces for three or more bedroom units, whichever is less.

IIFF. "Transit station" has the meaning set forth in Section 66005.1(d) of the California Government Code. [Ord. 10-2024 § 3 (Exh. A); Ord. 1-2009 § 3].

JJ. "Temporary Certificate of Occupancy" means if the City finds that no substantial hazard will result from occupancy of any building or portion thereoffo before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.85.070 Imposition of development impact fees.

A. The development impact fees established under this chapter shall be imposed on the following types of uses or development of real property located within the benefit district areas as referenced in RCMC 16.85.040(A):

1. For nonresidential uses or development:

a. The construction on the property of a new building or structure;

b. The construction on the property of additions to an existing building or structure which results in the expansion in the size or use of such existing building or structure; or

c. The change in use of an existing building or structure on the property from a previous residential use to a nonresidential use, or from a previous nonresidential use to another nonresidential use; provided, that the landowner shall be entitled to a credit against fees paid pursuant to this chapter in the amount of fees which were actually paid for such previous residential or nonresidential use, which prior fees shall be adjusted for inflation consistent with RCMC 16.85.120.

2. For residential uses or development:

a. The construction on the property of a new building or structure containing one or more dwelling units;

b. The construction on the property of alterations or additions to an existing building or structure which add one or more dwelling units to such existing building; or

c. The change in use of an existing building or structure on the property from a previous nonresidential use to a residential use; provided, that the landowner shall be entitled to a credit against fees paid pursuant to this chapter in the amount of fees which were actually paid for such previous nonresidential use, which prior fees shall be adjusted for inflation consistent with RCMC 16.85.120.

3. For nonresidential and residential uses or development within the same building or structure, the computation of fees as set out in RCMC 16.85.090 shall apply.

B. Except as may be expressly provided in this chapter, no building permits or extension of permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, relating to the activities described in subsections (A)(1) and (A)(2) of this section shall be granted unless and until the appropriate development impact fee or fees have been paid to the city in accordance with the provisions of this chapter, except that for residential developments under a fee payment contract as specified in Section 66007 of the Government Code, building permits may be issued but no final inspection or certificate of occupancy shall be granted unless and until the appropriate development impact fee or fees have been paid to the city. As provided in subsection (a) of Section 66007 of the Government Code, for a residential development that contains more than one dwelling unit, the fees may be paid on a pro rata basis for each dwelling unit when it receives its final inspection or certificate of occupancy, whichever occurs first.

C. Notwithstanding anything to the contrary set forth in subsection (A) of this section or in any other provision in this chapter, the development impact fees established pursuant to this chapter shall apply to any development project that has heretofore either received a tentative map approval or other approval or permit, whether discretionary or nondiscretionary, or is subject to a development agreement or other agreement between the landowner and city that provides for payment of one or more fees established under this chapter. [Ord. 1-2009 § 3].

16.85.100 Time of payment of fees.

Except as otherwise provided in any resolution adopted by the city council as provided under RCMC 16.85.070(B) and 16.85.110 relating to deferral of payment of fees, the fees established by this chapter shall be paid for the property on which a development project is proposed at the time of the issuance of any required building permit, temporary Certificate of Occupancy, Certificate of Occupancy or final inspection, as applicable, relating to such development. With respect to development projects completed or commenced prior to the effective date of this chapter and the effective date of any amendment, the city public works director, or his or her authorized designee, may enter into agreements with

landowners regarding the amount, time, and manner of payment of fees under this chapter with respect to such development projects. [Ord. 1-2009 § 3].

apply to those fees which are based on variable factors which themselves result in an automatic inflation adjustment, those which specifically indicate otherwise, or those which are governed by provisions of an agreement with the city expressly exempting such fees from the adjustment set forth under this section. [Ord. 1-2009 § 3].

SECTION 5. Sections 16.86.020, 16.86.070,16.86.100 of Title 16, of the City of Rancho Cordova Municipal Code as amended to read

16.86.020 Definitions.

Unless the contrary is stated or clearly appears from the context in which a term is used, the following definitions shall govern construction of the words and phrases used in this chapter:

A. "Automatic annual adjustment" means the automatic annual adjustment of development impact fees based on the inflation factors described in RCMC 16.86.120.

B. "Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

C. "Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

D. "City code" means the city of Rancho Cordova Municipal Code.

~~C~~E. "Citywide benefit district area" means the real property located within the jurisdictional boundaries of the city, and as said boundary may be adjusted from time to time.

~~D~~F. "Development" means the uses to which property will be put, the buildings and improvements to be constructed on it, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements.

~~E~~G. "Development fee analysis for transit improvements" means the report titled "Sacramento Consolidated Roadway and Transit Capital Improvements Program," dated August 30, 1988, which was adopted by the county board of supervisors on August 31, 1988, as part of the county actions adopting Ordinance No. SCC 0742 adopting the roadway and transit fees.

~~F~~H. "Development project" shall have the same meaning as defined by subsection (a) of Government Code Section 66000, as such section may be amended from time to time.

~~G~~I. "Dwelling unit" means any building or portion of a building used or designed for use as a residence by an individual or any group of individuals living together or as a family,

excepting therefrom any unit rented or leased for temporary residency, such as a motel and hotel room.

~~H~~J. “Fee” and “impact fee” and “development impact fee” mean the monetary exaction as defined by subsection (b) of Government Code Section 66000, as such section may be amended from time to time, and shall include, but not be limited to, the fees established pursuant to this chapter.

~~I~~K. “Fee resolution” mean Resolution No. 38-2018, or any subsequent resolution adopted by the city council which implements the provisions of this chapter, including, without limitation, the setting of the amounts of the various fees established hereby and the adoption of provisions for deferral relating to such fees.

~~J~~L. “Final Inspection” means last inspection to be made after finishing grading and the building is completed and ready for occupancy.

M. “Government Code” means the Government Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as may thereafter be amended or renumbered from time to time.

~~K~~N. “Health and Safety Code” means the Health and Safety Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as may thereafter be amended or renumbered from time to time.

~~L~~O. “Public facilities” means the public improvements, public services and community amenities as defined by subsection (d) of Government Code Section 66000, as such section may be amended from time to time. The term “public facilities” only includes transit improvements and infrastructure to be designed, constructed, installed and acquired to serve the specified benefit district area, as well as the transit-related public service and community amenities to serve the specified benefit district area, which improvements and infrastructure are described in the transit analysis and the development fee analysis for transit improvements (collectively “plan,” “study” or “report”). The costs of the design, construction, installation and acquisition of the specified public facilities, which are to be financed partially by the development impact fee program, is set forth within the plan or study. Where applicable under the plan, study or report, the term “public facilities” includes the acquisition of land relating to such improvements, infrastructure, public services and community amenities. The term “public facilities” also means a specific public improvement or infrastructure where the context requires a singular meaning.

~~M~~P. “SacRT” means the Sacramento Regional Transit District.

~~N~~Q. “Transit analysis” means the report titled Sacramento County Roadway and Transit Development Fee; Development Fee Analysis for Transit Improvements, dated October 23, 1987, which was adopted by the board of directors of the Sacramento Regional Transit District on November 16, 1987.

~~O~~R. “Transit administration fee” means the fee imposed by the city for the cost of collection, deposit, investment, accounting, remittance and reporting of the transit development impact fee.

~~P~~S. “Transit development impact fee” means a development impact fee established to provide funding for public facilities to benefit new development within the city. This is the same fee referenced in and originally enacted by Chapter 16.87 RCMC, the “roadway and transit development impact fee,” but which shall hereinafter be referred to as the “transit development impact fee” and collected by the city. [Ord. 5-2018 § 4].

T. “Temporary Certificate of Occupancy” means if the City finds that no substantial hazard will result from occupancy of any building or portion there~~fo~~of before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.86.070 Imposition of development impact fees.

A. The development impact fees established under this chapter shall be imposed on the following types of uses or development of real property located within the benefit district areas as referenced in RCMC 16.86.040(A):

1. For nonresidential uses or development:

a. The construction on the property of a new building or structure;

b. The construction on the property of additions to an existing building or structure which results in the expansion in the size or use of such existing building or structure; or

c. The change in use of an existing building or structure on the property from a previous residential use to a nonresidential use, or from a previous nonresidential use to another nonresidential use; provided, that the landowner shall be entitled to a credit against fees paid pursuant to this chapter in the amount of fees which were actually paid for such previous residential or nonresidential use, which prior fees shall be adjusted for inflation consistent with RCMC 16.86.120.

2. For residential uses or development:

a. The construction on the property of a new building or structure containing one or more dwelling units;

b. The construction on the property of alterations or additions to an existing building or structure which add one or more dwelling units to such existing building; or

c. The change in use of an existing building or structure on the property from a previous nonresidential use to a residential use; provided, that the landowner shall be entitled to a credit against fees paid pursuant to this chapter in the amount of fees which were actually paid for such previous nonresidential use, which prior fees shall be adjusted for inflation consistent with RCMC 16.86.120.

3. For nonresidential and residential uses or development within the same building or structure, the computation of fees as set out in RCMC 16.86.090 shall apply.

B. Except as may be expressly provided in this chapter, no building permits or extension of permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, relating to the activities described in subsections (A)(1) and (2) of this section shall be granted unless and until the appropriate development impact fee or fees have been paid to the city in accordance with the provisions of this chapter, except that for residential developments under a fee payment contract as specified in Section 66007 of the Government Code, building permits may be issued but no final inspection or certificate of occupancy shall be granted unless and until the appropriate development impact fee or fees have been paid to the city. As provided in subsection (a) of Section 66007 of the Government Code, for a residential development that contains more than one dwelling unit, the fees may be paid on a pro rata basis for each dwelling unit when it receives its final inspection or certificate of occupancy, whichever occurs first.

C. Notwithstanding anything to the contrary set forth in subsection (A) of this section or in any other provision in this chapter, the development impact fees established pursuant to this chapter shall apply to any development project that has heretofore either received a tentative map approval or other approval or permit, whether discretionary or nondiscretionary, or is subject to a development agreement or other agreement between the landowner and city that provides for payment of one or more fees established under this chapter. [Ord. 5-2018 § 4].

16.86.100 Time of payment of fees.

Except as otherwise provided in any resolution adopted by the city council as provided under RCMC 16.86.070(B) and 16.86.110 relating to deferral of payment of fees, the fees established by this chapter shall be paid for the property on which a development project is proposed at the time of the issuance of any required building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable

relating to such development. With respect to development projects completed or commenced prior to the effective date of this chapter and the effective date of any amendment, the city community development director, or his or her authorized designee, may enter into agreements with landowners regarding the amount, time, and manner of payment of fees under this chapter with respect to such development projects. [Ord. 5-2018 § 4].

Section 6. Sections 16.95.020, 16.95.030, and 16.95.040, 16.95.050, 16.95.060, 16.95.080, 16.95.110, 16.95.120, 16.95.130 of Title 16 of the City of Rancho Cordova Municipal Code as amended to read as follows

16.95.020 Definitions.

For the purposes of this chapter, the following terms shall be defined as set forth in this section:

"Building permit" means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

"Certificate of Occupancy" means a certificate issued by the City certifying that the newly constructed building or structure, has been inspected and complies with the applicable provisions of state and local laws, ordinances, rules and regulations governing construction and occupancy.

"City" means the city of Rancho Cordova.

"City of Rancho Cordova storm drainage impact fee fund" means the special interest-bearing trust fund established pursuant to RCMC 16.95.030.

"Commercial development" means buildings constructed for the purpose of occupancy by retail, services, and other principally nonoffice businesses located on sites zoned SC shopping center, LC limited commercial, TC travel commercial, AC auto commercial, or GC general commercial in accord with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use (CMU). For purposes of this chapter, residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the zoning code are considered residential developments rather than commercial developments.

"Community development director" means the community development director of the city of Rancho Cordova.

"Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

"Council" or "city council" means the city council of the City of Rancho Cordova.

"Department" means the city of Rancho Cordova public works department.

"Development impact fee" or "storm drainage development impact fee" or "storm drainage impact fee" means the fee levied by this chapter and due upon the approval of one or more building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable.

"Director" means the director of the Rancho Cordova public works department or his/her designee.

"Facilities" means those public facilities designated in the Rancho Cordova storm drainage development impact fee program.

"Fee resolution" means the resolution and fee schedule adopted by the city council, as may be amended periodically, that establishes the city's storm drainage impact fee program and approves the amount of the storm drainage impact fees assessed per land use. The fee schedule is attached as Attachment A and the fee resolution is attached as Attachment B, attached to the ordinance codified in this chapter.

"Final Inspection" means last inspection to be made after finishing grading and the building is completed and ready for occupancy

"High density residential" includes all residential developments consisting of multifamily housing complexes, including apartments and condominiums that consist of 20.1 to 40.0 units per acre.

"Impervious area" means any area where material such as concrete, asphalt, or other impervious surface has been placed or where grading has occurred which has caused an increase in the surface or storm water runoff from the area.

"Improvement plans" means the site plans of the property proposed for development showing all required improvements that must be approved by the Rancho Cordova public works director prior to the issuance of a building permit for the property.

"Land use category" means low density residential, medium density residential, high density residential, commercial, office, industrial, or other land uses as further defined in the fee resolution.

"Low density residential" includes all residential developments with a density of six units or less per acre.

"Medium density residential" includes all residential developments with a density between 6.1 and 18.0 units per acre.

“Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobile homes, or improvements thereto. Nonresidential development includes commercial development. Typically, nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, day care centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

“Office development” means buildings constructed for the purpose of occupancy by principally business and professional office uses located on parcels zoned BP business and professional office in accordance with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use.

“Program fee per acre” means the development impact fee per acre for a particular land use. Such program fees, identified in the fee resolution, were established using an allocation of storm drainage costs to various land uses based on assumed impervious areas of the land uses as identified in the storm drainage impact fee program nexus study developed for the storm drainage development impact fee program.

“Programmed cost” means the estimated cost of constructing a facility based upon the unit costs for each construction item plus fixed percentages for engineering, permits and construction contingency, as set forth in the city of Rancho Cordova storm drainage impact fee program study, and its public facilities project cost estimates, as periodically updated and adopted by resolution of the city council.

“Residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated commercial mixed use or another commercial zone. Institutional uses or other nonhousing development allowed by special use permits to be constructed on sites zoned for residential use are nonresidential developments for purposes of this chapter.

“Storm drainage impact fee program” or “storm drainage impact fee” means the impact fee program, including any amendments thereto, adopted by resolution by the city council for

financing of designated public facilities to serve the city of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the development impact fees collected pursuant to this chapter, the estimated cost of construction of the facilities and the impact fees per acre based on total estimated impervious area within the undeveloped land uses within the city of Rancho Cordova as established in the storm drainage impact fee program nexus study, attached to the ordinance codified in this chapter as Attachment C. [Ord. 15-2020 § 1 (Att. 2)].

"Temporary Certificate of Occupancy" means if the City finds that no substantial hazard will result from occupancy of any building or portion there~~fo~~of before the same is completed, the City may issue a temporary Certificate of occupancy for the use of a portion or portions of a building structure prior to the completion of the entire building or structure.

16.95.030 Establishment and administration of the city of Rancho Cordova storm drainage impact fee fund.

A. There is hereby created by the department of finance in the city of Rancho Cordova treasury a special interest-bearing trust fund entitled the city of Rancho Cordova storm drainage impact fee fund. All amounts collected from storm drainage impact fees pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs identified as eligible in the storm drainage development impact fee program nexus study.

B. The storm drainage fund shall be administered by the D~~d~~irector. [Ord. 15-2020 § 1 (Att. 2)].

16.95.040 Establishment and administration of the city of Rancho Cordova storm drainage impact fee administration fund.

A. There is hereby created by the department of finance in the city of Rancho Cordova treasury a special interest-bearing trust fund entitled the city of Rancho Cordova storm drainage impact fee administration fund. All administration fees collected shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the city of Rancho Cordova storm drainage impact fee program.

B. Administrative costs are incorporated into the storm drainage development impact fee. The administrative portion of the storm drainage impact fee shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the storm drainage impact fee program.

C. The storm drainage impact fee administration fund shall be administered by the Ddirector. [Ord. 15-2020 § 1 (Att. 2)].

16.95.050 Imposition of storm drainage impact fees.

No change in a land use zoning designation shall be approved within the city of Rancho Cordova unless all required storm drainage impact fees are paid as established by this chapter. No building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable shall be approved for property within the city of Rancho Cordova unless the storm drainage impact fees for that property are paid as required by this chapter. [Ord. 15-2020 § 1 (Att. 2)].

16.95.060 Payment of storm drainage impact fees.

A. The storm drainage impact fees imposed pursuant to this chapter shall be paid by the property owner to the city, in an amount calculated pursuant to RCMC 16.95.080. The fees shall be paid upon issuance of building permits or at the approval of improvement plans by the city, whichever occurs first. For projects that are subject to building permits and don't require submittal of improvement plans, the fees shall be both calculated and paid upon issuance of the building permits, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, whichever occurs first.

B. When development is proposed that impacts storm water runoff and the public works director determines that a subsequent building permit or improvement plan shall not be submitted for the project within 12 months, the director may require all fees and charges be paid at the time of issuance of the grading and erosion control permit.

C. For a phased project, the entire fee for the phase under review and approval by the city shall be paid when ~~(1)~~ the first building permit, temporary Certificate of Occupancy, Certificate of Occupancy, or final inspection, as applicable is issued by the city, or (2) the improvement plan is approved by the city, whichever occurs first. [Ord. 15-2020 § 1 (Att. 2)].

16.95.080 Calculation of storm drainage impact fees.

A. For residential development, the storm drainage impact fee shall be determined by calculating the area of the various land uses and applying the appropriate fee per acre for each land use category as identified in the storm drainage impact fee program and fee schedule.

B. For nonresidential development, the storm drainage impact fee shall be determined by calculating the area of the various land uses and applying the appropriate fee per acre for

each land use category as identified in the storm drainage impact fee program and fee schedule.

C. For the purpose of calculating the storm drainage impact fee for development projects proposing a use that is not consistent with the parcel's land use category as defined in the city's General Plan, the ~~public works~~ Ddirector or his/her designee will determine the most appropriate storm drainage impact fee. Said storm drainage impact fee will be determined using the applicable impervious area factors for the proposed use.

D. The storm drainage impact fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B), and (C) of this section and shall be based on the detailed analysis in the storm drainage impact fee program nexus study.

E. For the purpose of calculating storm drainage impact fees pursuant to subsections (A), (B), and (C) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the ~~public works~~ Ddirector or his/her designee is hereby authorized to determine the fee category that corresponds most directly to the proposed use and density.

F. For the purpose of calculating storm drainage impact fees pursuant to subsections (A), (B), and (C) of this section for building permits for land use categories not specifically named in this chapter or storm drainage impact fee program nexus study, the ~~public works~~ Ddirector or his/her designee is hereby authorized to determine the fee category that corresponds most directly to the proposed use and density. [Ord. 15-2020 § 1 (Att. 2)].

16.95.110 Credit for construction of trunk storm drainage facilities.

Upon request by the property owner or his authorized agent, the ~~public works~~ Ddirector may authorize the construction of specific storm drainage facilities, eligible under the storm drainage development impact fee program, in lieu of paying a portion of the storm drainage impact fees required by this chapter. The amount of credits authorized for the construction of drainage facilities shall be computed from the unit base costs included in the storm drainage impact fee program. Credits shall be based on the least expensive permanent facilities installed consistent with the city's improvement standards and other applicable policies or regulations adopted by the city. The credit shall be based on the actual cost, not to exceed the programmed cost listed in the storm drainage impact fee program credit schedule in effect on the date the fees are paid.

A. Credits are authorized whenever drainage facilities are constructed and meet the following criteria:

1. The facilities are part of the drainage system covered by storm drainage impact fee program;

2. Were designed to serve a watershed area of 30 acres or greater;

3. Were required by the city in connection with development or new construction; and

4. Were constructed pursuant to improvement plans approved by the city.

No credit shall be allowed for facilities that are not permanent facilities.

B. Prior to credits being finalized and/or issuance of any of the approvals set forth in RCMC 16.95.050 (e.g., approvals of building permits, subdivisions or zoning amendments), the construction of any drainage facilities authorized by this section must be accepted by the city.

C. Credits shall be adjusted as necessary at the time the facilities are accepted by the city.

D. Fifteen percent of the fee obligation must be paid in cash, and credits cannot be used. This amount is to be paid to the city to cover administrative costs and construction of any necessary downstream improvements.

E. Where the amount of the allowed credit is less than the amount of the storm drainage impact fee otherwise applicable to the development in question, the property owner must pay the city the difference in accordance with RCMC 16.95.060.

F. Where the amount of the allowed credit is greater than the amount of the storm drainage impact fee, the city will pay the property owner the difference only from the applicable storm drainage impact fee fund within 10 years from the date the reimbursement agreement is submitted, pursuant to RCMC 16.95.120, in accordance with the storm drainage impact fee program nexus study in order of priority when funds are available. The property owner must enter into a credit agreement as well as a reimbursement agreement with the city.

G. The ~~public works~~ Ddirector may determine to either (1) provide the property owner with a credit pursuant to this section, or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.95.120. [Ord. 15-2020 § 1 (Att. 2)].

16.95.120 Reimbursement for construction of storm drainage facilities.

A. Upon application by the property owner, the ~~public works~~ Ddirector may enter into a reimbursement agreement authorizing the construction of any storm drainage facilities, or portions thereof, designated in the storm drainage impact fee program. In addition to the requirements of subsection (D) of this section, the agreement shall set forth the amount to

be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the city will only be made from the applicable storm drainage impact fee fund when funds are available.

B. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the storm drainage impact fees in the manner and amount specified by this chapter.

C. If the ~~public works~~ Ddirector or his/her designee enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.95.110(C), the agreement shall provide that:

1. The general fund of the city is not liable for payment of any obligations arising from the reimbursement agreement;

2. The credit or taxing power of the city is not pledged for the payment of any obligations arising from the reimbursement agreement;

3. The landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the reimbursement agreement; and

4. The obligation arising from the reimbursement agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the storm drainage impact fees deposited in the applicable storm drainage fund.

D. The property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A), (B), (C) and (D) of this section no later than five years after the drainage facilities are constructed and accepted by the city. The property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said five-year limitation. [Ord. 15-2020 § 1 (Att. 2)].

16.95.130 Detention basin land.

A. The city will compensate developers for the appraised value of land for flood control and storm water quality detention basins that are:

1. Part of an approved drainage master plan;

2. Deemed by the Ddirector ~~of public works (director)~~ to be hydraulically efficient;

3. Regionally beneficial (serving more than 160 acres);

4. Permanent facilities.

B. The city shall not issue credits or reimbursements for land purchases which:

1. Serve only the needs of a single developer, such as, but not limited to, a detention basin for a storm water pump plant, a basin that mitigates for floodplain reclamation;

2. Is associated with in-fill projects where peak flow attenuation is required to accommodate the limitations of the downstream conveyance pursuant to Section 9-1 of the city's Improvement Standards.

C. For basin land that is eligible for credits as outlined above, the credit will be based on the appraisal of the unentitled/existing land value on the date of the filing of the first subdivision map or tentative parcel map, that requires the basin pursuant to the approved drainage master plan or conditions placed on the proposed project. The value shall not exceed the cost of land as set forth in the approved development impact fee program credit schedule in effect at the time the land is dedicated. [Ord. 15-2020 § 1 (Att. 2)].

authorized or required by, but not limited to: (1) the city of Rancho Cordova Improvement Standards; (2) the Sacramento County Construction Specifications; (3) the Quimby Act (Section 66477 et seq. of the Government Code) and implementing ordinances (Chapter 22.40 RCMC); and (4) school impact fees (Section 65970 et seq. of the Government Code) and implementing ordinances. Any credits or reimbursements pursuant to RCMC 16.95.110 and 16.95.120 shall not include credits or repayment for the funding, construction or dedications described in this section.

B. The construction of facilities by a private owner pursuant to RCMC 16.95.110 and 16.95.120 shall be performed and contracted for as required by law, including, but not limited to, compliance with the city's Improvement Standards and requirements of the public works department, if applicable to the particular facility. [Ord. 15-2020 § 1 (Att. 2)].

MEMORANDUM

ITEM 12.1.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Stacy Delaney, Senior Management Analyst

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-170, WITH SOIL BORN FARMS URBAN AGRICULTURE PROJECT (SOIL BORN FARMS) FOR AN AMOUNT NOT TO EXCEED $150,000 PER YEAR, FOR GENERAL OPERATING SUPPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2024-229-1 WITH SOIL BORN FARMS TO INCREASE THE CONTRACT AMOUNT FROM $513,778 TO AN AMOUNT NOT TO EXCEED $723,778 FOR THE CONSTRUCTION OF THE ANIMAL BARN PROJECT AT THE AMERICAN RIVER RANCH**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would initiate Contract No. 2025-170 and the First Amendment to Contract No. 2024-229 between the City of Rancho Cordova and Soil Born Farms.

BACKGROUND

Soil Born Farms submitted a request to the City of Rancho Cordova during the Fiscal Year 2025-26 Budget process to fund general operating costs and to increase the approved budget for the Animal Barn project at the American River Ranch. On June 2, 2025, City Council approved the Fiscal Year 2025-2027 Budget, which included the Fiscal Year 2025-26 Community Enhancement & Investment Fund grants. Some grants were approved as multi-year commitments, including the general operating support of Soil Born Farms. The City Council agreed to fund an amount not to exceed $150,000 per year for two consecutive fiscal years, for the period of July 1, 2025, through June 30, 2026 (Year One) and July 1, 2026, through June 30, 2027 (Year Two) for general operating costs. Moreover, the City Council approved an additional $210,000 for the Animal Barn construction project at the American River Ranch. The parties now desire to enter into a use of funds agreement detailing the provisions of the services, terms, and the outcomes desired to demonstrate the community benefit of the city's financial contribution towards general operating expenses. Additionally, the parties desire to amend the contract for the Animal Barn Project.

FISCAL IMPACT AND FUNDING SOURCE

The City Council has approved sufficient funds in the Fiscal Year 2025-26 and 2026-27 Operating Budgets through the city's Measure H Community Enhancement & Investment Fund allocation.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-170
3. Contract No. 2024-229-1

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. 2025-170, WITH SOIL BORN FARMS URBAN AGRICULTURE PROJECT (SOIL BORN FARMS) FOR AN AMOUNT NOT TO EXCEED $150,000 PER YEAR, FOR GENERAL OPERATING SUPPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2024-229-1 WITH SOIL BORN FARMS TO INCREASE THE CONTRACT AMOUNT FROM $513,778 TO AN AMOUNT NOT TO EXCEED $723,778 FOR THE CONSTRUCTION OF THE ANIMAL BARN PROJECT AT THE AMERICAN RIVER RANCH

WHEREAS, the city has a Community Enhancement & Investment Fund which is funded by Measure H and Measure R, 1/2 cent local sales tax measures approved by Rancho Cordova voters in November 2014 and 2020; and

WHEREAS, the city has established a program for the making of community grants to people and organizations that will support community priorities, including arts, culture, history, and entertainment; education, after school programs, and school gardens; sports; and overall community benefit; and

WHEREAS, Soil Born Farms submitted a request to the City of Rancho Cordova during the Fiscal Year 2025-26 Budget process to fund general operating costs and to request additional funding for the animal barn construction; and

WHEREAS, the city has allocated city funds to Soil Born Farms, which will benefit the City of Rancho Cordova and its residents by ensuring the operational capacity of Soil Born Farms is set to provide such programming activities for Rancho Cordova students, children, adults, and the visiting public, and to construct a 3,000 square foot animal barn that supports integration of farm animals into the ecosystem at the historic American River Ranch; and

WHEREAS, the City Council agreed to fund an amount not to exceed $150,000 per year for two consecutive fiscal years, for the period of July 1, 2025, through June 30, 2026 (Year One) and July 1, 2026, through June 30, 2027 (Year Two) for general operating support and an additional $210,000 due to increased construction costs associated with the Animal Barn Project; and

WHEREAS, the City Council has approved sufficient funds in the Fiscal Year 2025-26 and 2026-27 Operating Budgets through the city's Measure H Community Enhancement & Investment Fund allocation for general operations support to Soil Born Farms and for the increased costs associated with the construction project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA hereby authorizes the City Manager to enter into a use of funds agreement, known as Contract No. 2025-170, with Soil Born Farms for general operating support of their organization through June 30, 2027, and to enter into the First Amendment to Contract No. 2024-229 for the Animal Barn Project at the American River Ranch in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND SOIL BORN FARMS URBAN AGRICULTURE PROJECT
FOR USE OF CITY FUNDS

This Agreement is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Soil Born Farms Urban Agriculture Project ("Soil Born Farms), a California 501(c)(3) Nonprofit corporation ("Provider") (each may herein be referred to as a "Party" or collectively as "Parties") as of July 1, 2025.

Whereas, City has allocated City funds to Provider for the purpose of providing operational support to Soil Born Farms, which will benefit the City of Rancho Cordova and its residents by maintaining and further developing Soil Born Farms and the historic American River Ranch and thereby elevating the profile of the City as being a destination for Rancho Cordova students, children, adults, and the visiting public; and

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled "Scope of Services."

2. Term. The term (the "Term") of this Agreement shall be as set forth in Exhibit A.

3. Funding and Use of Funds. City has allocated funds to Provider in the amount of Three Hundred Thousand Dollars ($300,000). The funds shall be disbursed to the Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.

a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.

b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. "Minor" means a change of use for no more than thirty percent (30%) of the funds allocated to Provider, or a change which does not alter the core objectives of the service provided with the funds.

4. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

5. Timeliness. Providers will have thirty (30) days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City

needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. Maintenance and Use. [INTENTIONALLY OMITTED]

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that violate the confidentiality of Provider except as required by law. Any inspection or audit shall be made by City's Administrative Services Director, or a designee of the Administrative Services Director.

7.3 Required Reports. Provider shall file Exhibit B, "Report Of Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A. Provider shall file reports using the City's online software for grant management and as set forth in Section 14, Notices, below.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to Provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider 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 Provider or its employees,

subcontractors, volunteers, or agents, or by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers; and (2) the actions of Provider 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 Provider 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 Provider 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 such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

_____ Initial

Provider hereby acknowledges and agrees to acquire insurance timely and to provide accurate contact information for the City of Rancho Cordova's insurance verification system.

11. Attribution. Provider shall include the Community Enhancement & Investment Fund logo and/or the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: "Supported in part by the Community Enhancement & Investment Fund from the City of Rancho Cordova." The logo or language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

_____ Initial

Provider hereby acknowledges and agrees to attribute funding of the project/program for general operating support, capacity building, and strategic planning efforts as described in paragraph 11.

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

13. 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. Notices. Any approval, document, or other notice which either party may desire to give to the other party under this Agreement must be made in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

City of Rancho Cordova:	City of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, California 95670 Attn: City Manager
To Provider:	Soil Born Farms 2140 Chase Drive Rancho Cordova, CA 95670 Attn: Shawn Harrison

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement must be brought in the court of competent jurisdiction for the County of Sacramento, State of California.

16. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

17. Amendments. The Parties may amend this agreement only by a writing signed by all Parties.

18. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

19. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Administrative Services Director shall have the ability to waive this requirement.

Signatures on the following page.

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:

_____
Micah Runner
City Manager

Date: _____

PROVIDER:

_____
Shawn Harrison
Founder and Co-Director

Date: _____

Attest:

_____
Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Address: 2140 Chase Drive, Rancho Cordova, CA 95670

Telephone: 916.363.9685 (office); 916.718.3563 (mobile)
Email: sharrison@soilborn.org
Contact Person/Title: Shawn Harrison/Founder and Co-Director

Funding Allocation: $300,000

Term: July 1, 2025 – June 30, 2027

1. Services to be Provided: Provider shall use the funds to support general operations and administration for Soil Born Farms and the historic American River Ranch, which shall include staffing, insurance, increasing capacity, enhancing marketing, day on the farm events, wayfinding and other signage, and strategic planning services. Provider shall add more essential staffing, expand access to Rancho Cordova families, and host community events, classes, and hands-on workshops, as well as continue ongoing operations. Provider will attribute the City of Rancho Cordova funding and support on its website, and general marketing.

2. Units of Service to be Provided: See above.

3. Use of Funds: Provider shall use the funds as follows:

Year One: July 1, 2025 – June 30, 2026

$120,000	Staff salaries and wages and other operational costs and expenses of Soil Born Farms, including wayfinding and other signage
$30,000	Strategic planning services
$150,000	Total

Year Two: July 1, 2026 – June 30, 2027

$150,000	Staff salaries and wages and other operational costs and expenses of Soil Born Farms, including wayfinding and other signage
$150,000	Total

a. The amounts listed above are estimates of the expenditure and may vary. However, the amount may not vary by more than thirty percent (30%) (with City Manager approval) unless the Agreement is amended. In no event shall the City's total distribution of funds to Provider under the Agreement exceed the total allocation shown above.

b. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

c. In the event that the costs to perform the items of work set forth herein exceed the amount of funds granted to Provider, Provider shall be responsible for the payment of all costs in excess of the funds granted.

d. Prevailing Wages. To the extent required by law, Provider and all of the Provider'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. The Provider 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 Provider 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 Provider 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 Provider, of any of the insurance policies described in this Agreement.

4. Eligibility Criteria for Qualification of Recipients for Services: N/A

Provider shall keep documentation confirming eligibility requirements were met by recipients.

5. Allocation and Payment of Funds: City shall distribute the funds to Provider as follows: City shall pay Provider Twenty-Five Thousand Dollars ($25,000) upon execution of this Agreement ("Initial Payment"). After Provider exhausts the Initial payment, City shall

reimburse Provider for Operational costs and expenses incurred by Provider for the Term of the Agreement (each payment a "Reimbursement Payment," collectively the "Reimbursement Payments"). The total payment of funds by City to Provider under this Agreement shall not exceed $150,000 in Year One (July 1, 2025 – June 30, 2026). The total payment of funds by City to Provider under this Agreement shall not exceed $150,000 in Year Two (July 1, 2026 – June 30, 2027). All Year Two payments shall be Reimbursement Payments.

In the event that any Report for Use of City Funds and/or Outcomes Report which is due to be filed prior to the date upon which a distribution is otherwise due, has not been timely filed, City shall not be obligated to make any additional distributions based on the submission of invoices until two weeks after the date on which the delinquent reports are received by City and have been reviewed and been determined to comply with the requirements of this Agreement.

All requests for the payment of funds shall be due to City by the termination date of this Agreement. The City acknowledges, however, that there may be circumstances when Provider may be unable to do so because it may not yet have received an invoice from a vendor prior to that date. In that case Provider may submit a final request for payment within sixty (60) days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than sixty (60) days after the termination date.

_____ Provider hereby acknowledges and agrees to the conditions of allocation and payment of funds as described in paragraph 5.
Initial

6. Reports: Provider shall file the following reports (each a "**Report**" and collectively the "**Reports**") with City on the dates set forth below:

6.1 Report for Use of City Funds: December 31, 2025, June 30, 2026, December 31, 2026, and June 30, 2027. The Provider may submit reports up to 30-days after the end of the report accounting period to allow for processing time.

The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Please take note of the following:

- A description and total amount of the expenditures incurred during the reporting period. This information can be provided in a table or similar format. Report periods are defined in Exhibit B and Exhibit C of this Agreement.

- Sensitive banking information, payroll information, and any confidential business information shall be redacted from any documentation prior to being submitted. Reports submitted to the City are public records and it remains Provider's responsibility to ensure such protected information is not transmitted to the City.

Expenditures which are not so documented are not eligible for funding under this Agreement. If all funds granted herein have been fully documented in the December of 2026 report, then the final Use of Funds Report is not required to be submitted in June of 2027.

6.2 Outcomes Report: December 31, 2025, June 30, 2026, December 31, 2026, and June 30, 2027. The Provider may submit reports up to 30-days after the end of the report accounting period to allow for processing time.

The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs, and shall include the following

- An impact statement demonstrating Provider's accomplishments during the reporting period. Report periods are defined in Exhibit B and Exhibit C of this Agreement.
- Specific numerical data to quantify attendance and participation in Provider's program/project/event
- Five (5) individual quality images for marketing purposes that tell the story and illustrate Provider's program/project/event.

If all funds granted herein have been fully documented in the December 2026 report, then the final Outcomes Report is not required to be submitted in June of 2027.

Reports shall be submitted through an online platform using a form request provided by the City of Rancho Cordova's Community Enhancement & Investment Fund staff. It is the responsibility of the Provider to participate in offered training and request assistance from staff to comply with the reporting requirements.

_____ Provider hereby acknowledges and agrees to the reporting requirements set forth in paragraph 6.
Initial

7. Location and Facilities: Provider's approved program or project must take place in the City of Rancho Cordova unless originally written into the Provider's application approved by the City of Rancho Cordova. Provider shall independently secure space for the approved project and program.

_____ Provider hereby acknowledges and agrees to the conditions of location and facilities as described in paragraph 7.
Initial

8. Additional Provisions: Provider will provide the following enhanced services and community benefits described below and will provide all support staff necessary to carry out this Agreement.

8.1 Enhanced Services Outcomes. Provider will deliver the following enhanced outcomes and provide reporting on the metrics and the unique community benefit to Rancho Cordova residents as part of the Outcomes Reports referenced in Section 6 of Exhibit A:

- Capacity building, which may include hiring additional part-time and/or full-time staff whether directly employed by Provider or through external contracted services in the areas of fund development, administrative support, outreach to the community, teen workforce development and oversight, student and teacher engagement, and public activities such as open days on the farm. This improves overall operational efficiency of Provider and increases their ability to provide new or additional high-quality programs and activities to the Rancho Cordova community.

- Enhanced marketing to showcase and support the diverse hands-on environmental education for local youth and the visiting public. This includes adding "in Rancho Cordova" as a tag line in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement. The language shall be in proportional type size to the total area of the printed material. This will increase site visits both in person and digitally and brand recognition that the American River Ranch is in Rancho Cordova.

- New site wayfinding signage and other signage for guests entering the historic American River Ranch. This will increase the visibility of the American River Ranch and better direct the flow of patrons while on the property. Provider shall include attribution language on any permanent signs located at the American River Ranch provided pursuant to this Agreement.

- Strategic planning utilizing an external contract service provider specializing in work with nonprofit corporations like Provider. This will provide a short-term and long-term operational road map for the organization.

- Provider will provide one (1) seat on their Board of Directors to be filled in or vacated at the direction of the City Manager. This Board member shall exercise his/her own judgment and discretion as a volunteer in serving Provider and shall not perform his/her services to Provider under the direction of the City Manager as an employee of the City.

8.2 Enhanced Community Benefit. Provider will provide enhanced community benefit by doing two or more of the following activities and provide reporting on the metrics as part of the Outcomes Reports referenced in Section 6 of Exhibit A:

- Providing paid employment to teens living in Rancho Cordova (10-15 teens each year during the term of this Agreement not paid for under the wholly separate agreement for school garden support)

- Offering free field trips for children attending Rancho Cordova schools (10 field trips each year during the term of this Agreement not paid for under the wholly separate agreement for school garden support)

- Supporting school garden development and instruction (not paid for under the wholly separate agreement for school garden support)

- Offering free or discounted classes or hands-on workshops to Rancho Cordova teachers or parent volunteers (three times each year during the term of this Agreement not paid for under the wholly separate agreement for school garden support)

- Designating "Rancho Cordova Day on the Farm" where activities such as regenerative agriculture farm tours, bird walks, etc. are free for Rancho Cordova residents (annually during the term of this Agreement)

- Providing free compost, organic plants and other gardening supplies to Rancho Cordova schools and/or residents (three times per year during the term of this Agreement and not paid for under the wholly separate agreement for school garden support)

- Additionally, if Provider has other community benefit ideas, they may submit them in writing and have those approved by the City Manager or his or her designee.

EXHIBIT B

REPORT FOR USE OF CITY FUNDS

Address: 2140 Chase Drive, Rancho Cordova, CA 95670

Telephone: 916.363.9685 (office); 916.718.3563 (mobile)
Email: sharrison@soilborn.org
Contact Person/Title: Shawn Harrison/Founder and Co-Director

Report Due Date: December 31, 2025, June 30, 2026, December 31, 2026, and June 30, 2027

Report Accounting Period: July 1, 2025 – December 31, 2025 (Report 1), January 1, 2026 – June 30, 2026 (Report 2), July 1, 2026 – December 31, 2026 (Report 3), and January 1, 2027 – June 30, 2027 (Report 4)

The Provider may submit reports up to 30-days after the end of the report accounting period to allow for processing time.

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): [*this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures*]

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement. If all funds granted herein have been fully documented in the December of 2026 report, then the final Use of Funds Report is not required to be submitted in June of 2027.

EXHIBIT C

OUTCOMES REPORT

Address: 2140 Chase Drive, Rancho Cordova, CA 95670

Telephone: 916.363.9685 (office); 916.718.3563 (mobile)
Email: sharrison@soilborn.org
Contact Person/Title: Shawn Harrison/Founder and Co-Director

Report Due Date: December 31, 2025, June 30, 2026, December 31, 2026, and June 30, 2027

Report Accounting Period: July 1, 2025 – December 31, 2025 (Report 1), January 1, 2026 – June 30, 2026 (Report 2), July 1, 2026 – December 31, 2026 (Report 3), and January 1, 2027 – June 30, 2027 (Report 4)

The Provider may submit reports up to 30-days after the end of the report accounting period to allow for processing time.

The Reports shall consist of a narrative of work accomplished during the reporting period. City may require additional information or increased frequency of reporting to address the conditions and deliverables as described in the Additional Provisions found within Exhibit A. The Reports shall include an update on the following outcomes and metrics:

Capacity Building:

- Summary of additional part-time and/or full-time staff hired, by position, and the overall operational efficiencies realized
- Summary of additional contracted services, by position, and the overall operational efficiencies realized
- Summary of additional programs and/or activities offered at the American River Ranch

Enhanced Marketing:

- Summary of digital marketing campaigns and analytics measuring things such as site visits, unique viewers, popular content, user trends, and registration data
- Summary of print, radio, or television marketing campaigns including analytics
- Implementation of the "in Rancho Cordova" tag line and summary of how it is being used

New Wayfinding and Directional Signage:

- Summary of new signage installed, including location, type, number installed, and qualitative data focusing on patron experiences because of the new signage

Strategic Planning:

- Summary of the scope of work, including project overview, project cost, timeline, key operational milestones and deliverables, and a copy of the written final report or executive summary produced

Board of Directors:

- Confirmation that the City seat on the Board of Directors for Soil Born Farm has been established and filled
- Copy of the Board calendar of dates

Community Benefit:

- Summary of paid employment for teens living in Rancho Cordova
- Summary of free field trips for children attending Rancho Cordova schools with usage numbers by school site
- Summary of school garden development and instruction with usage numbers by school site
- Summary of free, discounted classes, or hands-on workshops to Rancho Cordova teachers or parent volunteers with the percentage of discount offered and usage numbers included by school site
- Summary of Rancho Cordova Day on the Farm describing the free activities offered and the number of participants
- Summary of free gardening supplies to Rancho Cordova residents such as free compost and usage number included
- Summary of other community benefits unique to Rancho Cordova residents

If all funds granted herein have been fully documented in the December 2026 report, then the final Outcomes Report is not required to be submitted in June of 2027.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work or expending any City allocated funds under this Agreement, Provider, 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 services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider 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. Provider shall maintain the insurance policies required by this Exhibit D throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Administrative Services Director and City Attorney.

1. **Workers' Compensation**. Provider 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 Provider. 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, Provider 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 City. The insurer, if insurance is provided, or the Provider, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, agents and volunteers for loss arising from work performed under this Agreement.

Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

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

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general 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 or general liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance 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.

2.2 **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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider 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. Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

2.3 **Sexual Molestation and Abuse Coverage.** Any Provider using City funds to provide direct services to children shall maintain sexual molestation and abuse coverage in an amount no less than FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).

3. **Automobile Liability Insurance.**

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

3.2 **Minimum scope of coverage.** 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.

3.3 **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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4. **All Policies Requirements.**

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider 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.

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

4.3 **Deductibles and Self-Insured Retentions.** Provider 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, Provider 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 Provider 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 **Waiver of Subrogation.** Provider hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Provider 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 Provider, its employees, agents, and subcontractors.

4.5 **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, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

4.6 **Confirmation of Point of Contact and Insurance Maintenance Acknowledgement.** The City of Rancho Cordova has transferred ongoing insurance certificate monitoring to Ebix, RCS, Inc. Exhibit D of this Agreement specifies the insurance requirements of doing business (including receiving grant funding and sponsorships) with the City of Rancho Cordova. Ebix RCS, Inc. will notify the Provider's contact person by email at the address provided below if the insurance on file becomes non-compliant.

_____ Initial
Provider hereby acknowledges and agrees to the insurance requirements set forth in Exhibit D will be monitored for compliance by Ebix, RCS, Inc.

_____ Initial
Provider hereby agrees to maintain insurance meeting all requirements of this agreement by responding to all notices received from Ebix, RCS, Inc., cityofranchocordova@ebix.com

In the space below, confirm an active email responsible for maintaining Provider's insurance. This may be an individual associated with Provider and does not need to be an insurance broker.

Email Address:

6211339.1

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RANCHO CORDOVA AND SOIL BORN FARMS URBAN AGRICULTURE PROJECT FOR THE AMERICAN RIVER RANCH ANIMAL BARN PROJECT

This First Amendment to the Memorandum of Understanding ("Amendment") is made by and between the City of Rancho Cordova ("City") and Soil Born Farms Urban Agriculture Project ("Soil Born Farms") as of July 1, 2025. City and Soil Born Farms are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Memorandum of Understanding ("MOU") dated September 1, 2024, for the purpose of constructing a 3,000 square foot animal barn that supports integration of farm animals into the ecosystem at the historic American River Ranch for holistic land stewardship practices and provides infrastructure to support diverse hands-on environmental education for local youth and the visiting public; and

WHEREAS, this Amendment will increase the funding amount by Two Hundred Ten Thousand Dollars ($210,000) due to increased construction costs associated with the Animal Barn Project; and

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the MOU, "Project Costs" had been determined by Soil Born Farms to be Two Million Five Hundred Twenty-Five Thousand Seven Hundred Seventy-Eight Dollars ($2,525,778). City and Soil Born Farms had previously agreed to share these costs as follows:
    a. City Responsibility. City shall be responsible for paying for the following costs of the Project:

$172,180	Project Management
$18,750	Site Preparation
$294,890	Animal Barn Construction
$27,958	Indirect Costs
$513,778	Sub-Total Construction

    b. Soil Born Farms Responsibility. Soil Born Farms shall be responsible for paying the remaining costs of Two Million Twelve Thousand Dollars ($2,012,000), to be used for all project costs which are not covered by City's Contribution, and which are necessary to complete the improvements to the American River Ranch, including, but not limited to, all additional costs for design, labor, construction, materials, environmental and labor compliance, supervision and project management, purchase of livestock, plants, planter beds, feed, indoor/outdoor pens, and signage.

Soil Born Farms has a wholly separate agreement with the Wildlife Conservation Board, referred to as WC-2493CA.

c. The Parties agree to amend Section 2 of the MOU to increase the Project Costs. Section 2 of the MOU is amended to read as follows:

"Project Costs. The total Project costs have been determined by Soil Born Farms to be Two Million Nine Hundred Thirty-Four Thousand One Hundred Sixteen Dollars ($2,934,116). City and Soil Born Farms have agreed to share these costs as follows:

a. City Responsibility. City shall be responsible for paying for the following costs of the Project:

$272,072	Project Management
$421,405	Animal Barn Construction
$30,301	Indirect Costs
$723,778	Sub-Total Construction

Soil Born Farms may use reasonable flexibility with respect to expenditures between line items described above if the total City Contribution is not exceeded. In no event shall the City's total payment under the MOU exceed the total City allocation shown above.

b. Soil Born Farms Responsibility. Soil Born Farms shall be responsible for paying the remaining costs of Two Million Two Hundred Ten Thousand Three Hundred Thirty-Eight Dollars ($2,210,338), to be used for all project costs which are not covered by City's Contribution, and which are necessary to complete the improvements to the American River Ranch, including, but not limited to, all additional costs for design, labor, construction, materials, environmental and labor compliance, supervision and project management, purchase of livestock, plants, planter beds, feed, indoor/outdoor pens, and signage."

2. Section 4 of the MOU, "Payment by City to Soil Born Farms of City Share" provides for the City to pay Soil Born Farms Five Hundred Thirteen Thousand Seven Hundred Seventy-Eight Dollars ($513,778). The Parties agree to amend Section 4 of the MOU in order to increase the compensation amount to pay Soil Born Farms for increased costs associated with the Animal Barn Project. Section 4 of the MOU is amended to read as follows:

"Payment by City to Soil Born Farms of City Share provides for the City to pay Soil Born Farms Seven Hundred Twenty-Three Thousand Seven Hundred Seventy-Eight Dollars ($723,778). City shall pay its share of the costs of the project to Soil Born Farms which shall apply the funds for the purposes set forth in 2.a. City shall pay as follows:

a) Within 14 days of execution of this original MOU, the City shall pay Soil Born Farms $128,444.
b) Within 14 days of Soil Born Farms demonstrating the award of a construction contract, the City shall pay the construction contract amount not to exceed$421,405.

c) Thereafter, once the combined initial two payments totaling $549,849 represented in section 4.a and 4.b. above have been expended by Soil Born Farms, the City shall reimburse Soil Born Farms for the remaining costs pursuant to this MOU upon presentation to City of invoices documenting the purchase of those services or items."

3. All other terms and conditions in the MOU shall remain in full force and effect to the extent they are not in conflict with this Amendment.

4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

SOIL BORN FARMS URBAN AGRICULTURE PROJECT

_____
Shawn Harrison, Founder & Co-Director

Date:_____

MEMORANDUM

ITEM 12.2.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Kim Juran, Administrative Services Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE RANCHO CORDOVA FOOD LOCKER IN THE AMOUNT OF $1,100,000 FOR OPERATING SUPPORT THROUGH JUNE 30, 2030**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would give the City Manager the authority to execute a contract that will enable the city to increase its support for the Rancho Cordova Food Locker operations to $220,000 per year over the next five years.

BACKGROUND

The City of Rancho Cordova has been a financial contributor to the Rancho Cordova Food Locker (RCFL) for several years with the use of Measure H funding and most recently, American Rescue Plan Act (ARPA) funding. In February 2021, the city commissioned a feasibility study for RCFL to help better understand its optimal operational structure as well as future growth potential. One of the key findings of the feasibility study was the need to hire an Executive Director to proactively advance its mission, "to fight hunger and feed hope in Rancho Cordova." In 2022, the RCFL board hired Carrie Johnson to serve as its first Executive Director. Under Carrie's leadership, the RCFL has expanded its reach to more than 4,000 local residents.

As part of its vision for the future, in 2024 RCFL purchased a vacant 6,600 square foot facility that would allow for growth and expansion of services. This project will transform the site from the currently run-down, vacant building into the region's first Community Food Hub, an innovative reimagining of the traditional food pantry. At the heart of this transformation is a grocery store-style shopping experience that will empower individuals and families facing food insecurity to choose foods that meet their unique dietary, cultural, and health needs - replacing pre-packed food boxes with dignity, autonomy, and access. This project is slated to begin in summer 2025 and open to the public by mid 2026.

At the City Council work session on May 14, 2025, a formal request was made to the city by Carrie Johnson to provide financial support to the Rancho Cordova Food Locker Community

Food Hub project. At this meeting, the council indicated their support of a $1.1 million financial contribution to RCFL. Staff is recommending that this financial support be spread over the next five years to provide additional operating support for RCFL while they focus their fundraising efforts and donor contributions towards the construction of the Community Food Hub project. This approach avoids the use of public funds towards the construction of the Community Food Hub project, which would trigger additional costs and time burdens on the project.

FISCAL IMPACT AND FUNDING SOURCE

A total financial contribution of $1.1 million for the Rancho Cordova Food Locker was budgeted for in the Fiscal Year 2025-27 budget. The funding source for this financial support will come from the Community Enhancement and Investment Fund Measure R Legacy Project allocation.

ATTACHMENT(S)

1. Resolution
2. 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 A CONTRACT WITH THE RANCHO CORDOVA FOOD LOCKER IN THE AMOUNT OF $1,100,000 FOR OPERATING SUPPORT THROUGH JUNE 30, 2030

WHEREAS, the Rancho Cordova Food Locker has been providing emergency food support to the Rancho Cordova community for over 35 years; and

WHEREAS, the City of Rancho Cordova has been a financial contributor to the Rancho Cordova Food Locker with the use of both Community Enhancement and Investment Fund and American Rescue Plan Act funding; and

WHEREAS, as part of its vision for the future, in 2024, the Rancho Cordova Food Locker purchased a vacant 6,600 square foot facility that would allow for growth and expansion of services; and

WHEREAS, this project will transform the site from the currently run-down, vacant building into the region's first Community Food Hub, an innovative reimagining of the traditional food pantry; and

WHEREAS, at the City Council work session on May 14, 2025, a formal request was made to the city by the Rancho Cordova Food Locker Executive Director to provide financial support to the Rancho Cordova Food Locker Community Food Hub project; and

WHEREAS, at this same meeting, the City Council indicated their support of a $1.1 million financial contribution to the Rancho Cordova Food Locker; and

WHEREAS, staff recommends that this financial support be spread over the next five years to provide additional operating support for RCFL while they focus their fundraising efforts and donor contributions towards the construction of the Community Food Hub project to ensure public funds are not used towards the construction of the Community Food Hub project, which would trigger additional costs and time burdens to the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute a contract with the Rancho Cordova Food Locker in the amount of $1,100,000 for operating support through June 30, 2030.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND RANCHO CORDOVA FOOD LOCKER
FOR USE OF CITY FUNDS FOR OPERATING SUPPORT

This Agreement is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Rancho Cordova Food Locker, a California 501(c)(3) nonprofit charitable corporation ("Provider") (each may herein be referred to as a "Party" or collectively as "Parties") as of July 1, 2025.

Whereas, City has allocated City funds to Provider for the purpose of supporting the operations of the Rancho Cordova Food Locker and support for its executive director, which will benefit the City of Rancho Cordova and its residents by allowing the Provider to continue to improve its program to store and distribute food to the hungry, including families with children, in the City of Rancho Cordova; and

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled "Scope of Services."

2. Term. The term (the "Term") of this Agreement shall be as set forth in Exhibit A.

3. Funding and Use of Funds. City has allocated funds to Provider in the amount of One Million One Hundred Thousand Dollars ($1,100,000). The funds shall be disbursed to the Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.

a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.

b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. "Minor" means a change of use for no more than thirty percent (30%) of the funds allocated to Provider, or a change which does not alter the core objectives of the service provided with the funds.

4. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

5. Timeliness. Providers will have sixty (60) days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City

needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. Maintenance and Use. [INTENTIONALLY OMITTED]

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that violate the confidentiality of Provider except as required by law. Any inspection or audit shall be made by City's Administrative Services Director, or a designee of the Administrative Services Director.

7.3 Required Reports. Provider shall file Exhibit B, "Report Of Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A. Provider shall file reports using the City's online software for grant management and as set forth in Section 14, Notices, below.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to Provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider 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 Provider or its employees,

subcontractors, volunteers, or agents, or by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers; and (2) the actions of Provider 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 Provider 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 Provider 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 such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

_____ Initial

Provider hereby acknowledges and agrees to acquire insurance timely and to provide accurate contact information for the City of Rancho Cordova's insurance verification system.

11. Attribution. Provider shall include the Community Enhancement & Investment Fund logo and/or the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: "Supported in part by the Measure H Community Enhancement & Investment Fund from the City of Rancho Cordova." The logo or language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

_____ Initial

Provider hereby acknowledges and agrees to attribute funding of the food storage and distribution program as described in paragraph 11.

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

13. 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. Notices. Any approval, document, or other notice which either party may desire to give to the other party under this Agreement must be made in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

City of Rancho Cordova:	City of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, California 95670 Attn: City Manager
To Provider:	Rancho Cordova Food Locker 10600 Coloma Road Rancho Cordova, CA 95670

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement must be brought in the court of competent jurisdiction for the County of Sacramento, State of California.

16. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

17. Amendments. The Parties may amend this agreement only by a writing signed by all Parties.

18. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

19. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Administrative Services Director shall have the ability to waive this requirement.

Signatures on the following page.

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:

_____
Micah Runner
City Manager

Date: _____

PROVIDER:

_____
Carrie Johnson
Executive Director

Date: _____

Attest:

_____
Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Address: 10600 Coloma Road, Rancho Cordova, CA 95670

Telephone: 916-837-5431
Email: carrie@ranchocordovafoodlocker.org
Contact Person/Title: Carrie Johnson / Executive Director

Funding Allocation: $1,100,000

Term: July 1, 2025 – June 30, 2030

1. Services to be Provided: Provider shall use the grant funds to sustain its food storage and delivery program including sustaining operations and funding the Executive Director. These funds are intended to help sustain the Rancho Cordova Food Locker's operations during the construction and opening of the new Community Food Hub project. These funds shall not directly support the Community Food Hub construction project.

Provider shall meet with the City Manager, or designee, sixty (60) days prior to the end of Years One through Four of this Agreement to evaluate Provider's performance and the success of the program offered. If there is a delay in the construction and opening of the Community Food Hub project, the funding authorized in this agreement may be withheld. If the City, in its sole discretion, determines that the services have not been successful, the City may terminate this Agreement.

2. Units of Service to be Provided: See above.

3. Use of Funds: Provider shall use the funds as follows:

Year One (July 1, 2025 – June 30, 2026)

$220,000	Operations support for food storage and food delivery program including salary of the Executive Director during the construction and opening of the Community Food Hub.
$220,000	Total

Year Two (July 1, 2026 – June 30, 2027)

$220,000	Operations support for food storage and food delivery program including salary of the Executive Director during the construction and opening of the Community Food Hub.
$220,000	Total

Year Three (July 1, 2027 – June 30, 2028)

$220,000 Operations support for food storage and food delivery program including salary of the Executive Director during the construction and opening of the Community Food Hub.

$220,000 Total

Year Four (July 1, 2028 – June 30, 2029)

$220,000 Operations support for food storage and food delivery program including salary of the Executive Director during the construction and opening of the Community Food Hub.

$220,000 Total

Year Five (July 1, 2029 – June 30, 2030)

$220,000 Operations support for food storage and food delivery program including salary of the Executive Director during the construction and opening of the Community Food Hub.

$220,000 Total

a. The amounts listed above are estimates of the expenditures and may vary. However, the amount may not vary by more than thirty percent (30%) (with City Manager approval) unless the Agreement is amended. In no event shall the City's total distribution of funds to Provider under the Agreement exceed the total allocation shown above.

b. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

c. In the event that the costs to perform the items of work set forth herein exceed the amount of funds granted to Provider, Provider shall be responsible for the payment of all costs in excess of the funds granted.

d. Prevailing Wages. To the extent required by law, Provider and all of the Provider'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. The Provider 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 Provider 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 Provider 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 Provider, of any of the insurance policies described in this Agreement.

4. Eligibility Criteria for Qualification of Recipients for Services: N/A.

Provider shall keep documentation confirming eligibility requirements were met by recipients.

5. Allocation and Payment of Funds: City shall distribute the funds to Provider as follows: City shall pay Two Hundred Twenty Thousand Dollars ($220,000) to Provider upon execution of the original Agreement, the second payment of Two Hundred Twenty Thousand Dollars ($220,000) on or before July 31, 2026, the third payment of Two Hundred Twenty Thousand Dollars ($220,000) on or before July 31, 2027, the fourth payment of Two Hundred Twenty Thousand Dollars ($220,000) on or before July 31, 2028, and the final payment of the Two Hundred Twenty Thousand Dollars ($220,000) on or before July 31, 2029.

In the event that any Report for Use of City Funds and/or Outcomes Report which is due to be filed prior to the date upon which a distribution is otherwise due, has not been timely filed, City shall not be obligated to make any additional distributions based on the submission of invoices until two weeks after the date on which the delinquent reports are received by City and have been reviewed and been determined to comply with the requirements of this Agreement.

All requests for the payment of funds shall be due to City by the termination date of this Agreement. The City acknowledges, however, that there may be circumstances when Provider may be unable to do so because it may not yet have received an invoice from a vendor prior to that date. In that case Provider may submit a final request for payment within sixty (60) days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than sixty (60) days after the termination date.

Initial Provider hereby acknowledges and agrees to the conditions of allocation and payment of funds as described in paragraph 5.

6. Reports: Provider shall file the following reports (each a "**Report**" and collectively the "**Reports**") with City on the dates set forth below:

6.1 Report for Use of City Funds: December 31, 2025, June 30, 2026, December 31, 2026, June 30, 2027, December 31, 2027, June 30, 2028, December 31, 2028, June 30, 2029, December 31, 2029, June 30, 2030.

The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Please take note of the following:

- A description and total amount of the expenditures incurred during the reporting period. This information can be provided in a table or similar format. Report periods are defined in Exhibit B and Exhibit C of this Agreement.

- Sensitive banking information, payroll information, and any confidential business information shall be redacted from any documentation prior to being submitted. Reports submitted to the City are public records and it remains Provider's responsibility to ensure such protected information is not transmitted to the City.

Expenditures which are not so documented are not eligible for funding under this Agreement. If all funds granted herein have been fully documented in the December of 2029 report, then the final Use of Funds Report is not required to be submitted in June of 2030.

6.2 Outcomes Report: December 31, 2025, June 30, 2026, December 31, 2026, June 30, 2027, December 31, 2027, June 30, 2028, December 31, 2028, June 30, 2029, December 31, 2029, June 30, 2030.

The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs, and shall include the following

- An impact statement demonstrating Provider's accomplishments during the reporting period. Report periods are defined in Exhibit B and Exhibit C of this Agreement.

- Specific numerical data to quantify attendance and participation in Provider's program/project/event

- Five (5) individual quality images for marketing purposes that tell the story and illustrate Provider's program/project/event.

If all funds granted herein have been fully documented in the December of 2029 report, then the final Outcomes Report is not required to be submitted in June of 2030.

Reports shall be submitted through an online platform using a form request provided by the City of Rancho Cordova's Community Enhancement & Investment Fund staff. It is the responsibility of the Provider to participate in offered training and request assistance from staff to comply with the reporting requirements.

_____ Provider hereby acknowledges and agrees to the reporting requirements set forth in paragraph 6.
Initial

7. Location and Facilities: Provider's approved program or project must take place in the City of Rancho Cordova unless originally written into the Provider's application approved by the City of Rancho Cordova. Provider shall independently secure space for the approved project and program.

If Provider seeks to use space at Rancho Cordova's City Hall, Provider shall independently work with the facilities staff to obtain approval and review information on the city's website. City Hall facilities include the use of screen(s), projector(s), and sound. Provider is directly responsible for all fees related to the rental of any space and may use grant dollars for those expenses if written in the Use of Funds of Exhibit A. If using space at City Hall, the Provider is responsible for the rental of any equipment beyond the use of the screen(s), projector(s), and sound.

_____ Provider hereby acknowledges and agrees to the conditions of location and facilities as described in paragraph 7.
Initial

EXHIBIT B

REPORT FOR USE OF CITY FUNDS

Address: 10600 Coloma Road, Rancho Cordova, CA 95670

Telephone: 916-837-5431
Email: carrie@ranchocordovafoodlocker.org
Contact Person/Title: Carrie Johnson / Executive Director

Report Due Date: December 31, 2025, June 30, 2026, December 31, 2026, June 30, 2027, December 31, 2027, June 30, 2028, December 31, 2028, June 30, 2029, December 31, 2029, June 30, 2030.

Report Accounting Period:

Year One: July 1, 2025 – December 31, 2025 (Report 1) and January 1, 2026 – June 30, 2026 (Report 2)
Year Two: July 1, 2026 – December 31, 2026 (Report 3) and January 1, 2027 – June 30, 2027 (Report 4)
Year Three: July 1, 2027 – December 31, 2027 (Report 5) and January 1, 2028 – June 30, 2028 (Report 6)
Year Four: July 1, 2028 – December 31, 2028 (Report 7) and January 1, 2029 – June 30, 2029 (Report 8)
Year Five: July 1, 2029 – December 31, 2029 (Report 9) and January 1, 2030 – June 30, 2030 (Report 10)

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): [*this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures*]

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement. If all funds granted herein have been fully documented in the December of 2029 report, then the final Use of Funds Report is not required to be submitted in June of 2030.

EXHIBIT C

OUTCOMES REPORT

Address: 10600 Coloma Road, Rancho Cordova, CA 95670

Telephone: 916-837-5431
Email: carrie@ranchocordovafoodlocker.org
Contact Person/Title: Carrie Johnson / Executive Director

Report Due Date: December 31, 2025, June 30, 2026, December 31, 2026, June 30, 2027, December 31, 2027, June 30, 2028, December 31, 2028, June 30, 2029, December 31, 2029, June 30, 2030.

Report Accounting Period:

Year One: July 1, 2025 – December 31, 2025 (Report 1) and January 1, 2026 – June 30, 2026 (Report 2)
Year Two: July 1, 2026 – December 31, 2026 (Report 3) and January 1, 2027 – June 30, 2027 (Report 4)
Year Three: July 1, 2027 – December 31, 2027 (Report 5) and January 1, 2028 – June 30, 2028 (Report 6)
Year Four: July 1, 2028 – December 31, 2028 (Report 7) and January 1, 2029 – June 30, 2029 (Report 8)
Year Five: July 1, 2029 – December 31, 2029 (Report 9) and January 1, 2030 – June 30, 2030 (Report 10)

[*Provider should submit a narrative of any measurable outcomes achieved or goals met*]

The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs. If all funds granted herein have been fully documented in the December of 2029 report, then the final Outcomes Report is not required to be submitted in June of 2030.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work or expending any City allocated funds under this Agreement, Provider, 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 services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider 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. Provider shall maintain the insurance policies required by this Exhibit D throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Administrative Services Director and City Attorney.

1. **Workers' Compensation**. Provider 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 Provider. 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, Provider 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 City. The insurer, if insurance is provided, or the Provider, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, agents and volunteers for loss arising from work performed under this Agreement.

Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

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

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general 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 or general liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance 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.

2.2 **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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider 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. Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

2.3 **Sexual Molestation and Abuse Coverage.** Any Provider using City funds to provide direct services to children shall maintain sexual molestation and abuse coverage in an amount no less than FIVE HUNDRED THOUSAND DOLLARS ($500,000.00). OR [INTENTIONALLY OMITTED]

3. **Automobile Liability Insurance.**

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

3.2 **Minimum scope of coverage.** 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.

3.3 **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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4. **All Policies Requirements.**

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider 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.

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

4.3 **Deductibles and Self-Insured Retentions.** Provider 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, Provider 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 Provider 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 **Waiver of Subrogation.** Provider hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Provider 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 Provider, its employees, agents, and subcontractors.

4.5 **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, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

4.6 **Confirmation of Point of Contact and Insurance Maintenance Acknowledgement.** The City of Rancho Cordova has transferred ongoing insurance certificate monitoring to Ebix, RCS, Inc. Exhibit D of this Agreement specifies the insurance requirements of doing business (including receiving grant funding and sponsorships) with the City of Rancho Cordova. Ebix RCS, Inc. will notify the Provider's contact person by email at the address provided below if the insurance on file becomes non-compliant.

_____ Initial

Provider hereby acknowledges and agrees to the insurance requirements set forth in Exhibit D will be monitored for compliance by Ebix, RCS, Inc.

_____ Initial

Provider hereby agrees to maintain insurance meeting all requirements of this agreement by responding to all notices received from Ebix, RCS, Inc., cityofranchocordova@ebix.com

In the space below, confirm an active email responsible for maintaining Provider's insurance. This may be an individual associated with Provider and does not need to be an insurance broker.

Email Address:

6211339.1

MEMORANDUM

ITEM 12.3.

DATE: July 7, 2025

TO: Honorable Mayor and Council Members

FROM: Micah Runner, City Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING CONTRACT NO. 2025-99 IN AN AMOUNT NOT TO EXCEED $825,000 WITH SACRAMENTO METRO FIRE DISTRICT TO CONTRIBUTE TO SQUAD 61FROM JULY 1, 2025 THROUGH JUNE 30, 2026**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a Memorandum of Understanding with Sacramento Metro Fire District to support Squad 61 up to $825,000 from July 1, 2025 through June 30, 2026.

BACKGROUND

Sacramento Metro Fire District submitted a request to the City of Rancho Cordova during the Fiscal Year 2025-26 Budget process to fund Squad 61, a unit deployed out of Station 61 in Rancho Cordova to provide enhanced fire protection and emergency medical life safety services within the city. On June 2, 2025, City Council approved the Fiscal Year 2025-2027 Budget, which included the Community Enhancement and Investment allocation. Based on previous direction from the majority of Council, the budget includes funding to support up to half of the cost to fund Squad 61 at $825,000 for a one-year period from July 1, 2025 through June 30, 2026. The parties now desire to enter into a Memorandum of Understanding (MOU) detailing the provisions of the services, responsibilities, terms, and the outcomes to demonstrate the community benefit of the city's financial contribution towards supporting Squad 61 personnel expenses.

Included in the MOU, Sacramento Metro Fire District will provide quarterly reports to the city that include the following sections:

- Overview of Squad 61's Operations
- Key Metrics & Data (response time, call volume and call distribution and nonstructural fire response)
- Trend and Analysis

- Impact Assessment

FISCAL IMPACT AND FUNDING SOURCE

The Adopted Fiscal Year 2025-27 Operating Budget through the city's Measure H Community Enhancement & Investment Fund includes funding allocation up to $825,000 for FY 25/26.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-99

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 A EXECUTE MEMORANDUM OF UNDERSTANDING CONTRACT NO. 2025-99 IN AN AMOUNT NOT TO EXCEED $825,000 WITH SACRAMENTO METRO FIRE DISTRICT TO CONTRIBUTE TO SQUAD 61 FROM JULY 1, 2025 THROUGH JUNE 30, 2026

WHEREAS, Sacramento Metro Fire District created Squad 61, a unit deployed out of Station 61 in Rancho Cordova to provide enhanced fire protection and emergency medical life safety services within the city in November 2023 utilizing funding received from the SAFER 2021 grant; and

WHEREAS, Sacramento Metro Fire District depleted the SAFER 2021 grant funds in October 2024 and has since that time been funding the cost of Squad 61 from their operating budget; and

WHEREAS, Sacramento Metro Fire District submitted a request to the City of Rancho Cordova during the Fiscal Year 2025-26 Budget process to fund Squad 61 personnel costs; and

WHEREAS, the City Council agreed to fund up to half of the cost to support Squad 61 personnel costs, in an amount not to exceed $825,000 based on actual costs incurred for the one-year period of July 1, 2025 through June 30, 2026; and

WHEREAS, the City Council has approved sufficient funds in the Fiscal Year 2025-26 Operating Budget through the city's Measure H Community Enhancement and Investment Fund allocation; and

WHEREAS, the Parties now desire to enter into a Memorandum of Understanding for the services described above and agree to the performance and reporting requirements in this agreement to demonstrate the community benefit of the city financial contribution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA hereby authorizes the City Manager to enter into a Memorandum of Understanding (MOU), known as Contract No. 2025-99, with Sacramento Fire District to fund up to half of the costs to support Suqd 61 personnel costs, in an amount not to exceed $825,000 for a one-year period from July 1, 2025 through June 30, 2026 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Contract #2025-99

MEMORANDUM OF UNDERSTANDING WITH SACRAMENTO METRO FIRE DISTRICT FOR THE FUNDING OF SQUAD 61 ENHANCED FIRE PROTECTION AND EMERGENCY MEDICAL LIFE SAFETY SERVICES

This Memorandum of Understanding between the City of Rancho Cordova, a California municipal corporation ("City") and the Sacramento Metro Fire District, a California special district ("District") entered into on this 1st day of July, 2025.

RECITALS

WHEREAS, Sacramento Metro Fire District created Squad 61, a unit deployed out of Station 61 in Rancho Cordova to provide enhanced fire protection and emergency medical life safety services within the city in November 2023 utilizing funding received from the SAFER 2021 grant; and

WHEREAS, Sacramento Metro Fire District depleted the SAFER 2021 grant funds in October 2024 and has since that time been funding the cost of Squad 61 from their operating budget; and

WHEREAS, Sacramento Metro Fire District submitted a request to the City of Rancho Cordova during the Fiscal Year 2025-26 Budget process to fund Squad 61 personnel costs; and

WHEREAS**,** the City Council agreed to fund up to half of the cost to support Squad 61 personnel costs, in an amount not to exceed $825,000 based on actual costs incurred for the one-year period of July 1, 2025 through June 30, 2026; and

WHEREAS, the City Council has approved sufficient funds in the Fiscal Year 2025-26 Operating Budget through the city's Measure H Community Enhancement and Investment Fund allocation; and

WHEREAS, the Parties now desire to enter into a Memorandum of Understanding for the services described above and agree to the performance and reporting requirements in this agreement to demonstrate the community benefit of the city financial contribution.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the City and the District agree as follows:

AGREEMENT

ARTICLE I. City Requirements.

The District agrees to comply with the following requirements:

A. The District will only use city funds for outcomes described in Article V of this Agreement.

B. To address the City's fiduciary responsibility regarding the city funds, District will continue to maintain tax-exempt status and operate using appropriate internal controls and generally accepted accounting principles ("GAAP"). District shall give City access to financial records for examination purposes on an as-needed basis.

C. District will provide a draft Statement of Revenues and Expenditures report for Fiscal Year 2025-26. A report from the District's financial system will suffice to satisfy this request and must include funds received from the city and associated expenditures.

ARTICLE II. Payment of City Funds

A. City funds will be paid quarterly upon submission and approval by the City of District's Progress Reports described in Article III. Except as otherwise specified in this Section, the City shall pay the Provider for all actual costs incurred by the District in providing the services set forth in this Agreement. "A specific breakdown of the budgeted cost of the various components of this MOU will be set forth in the District's Final Budget adopted in September 2025. Compliance with all other provisions of this Agreement is also required in order for District to receive payment of City funds.

ARTICLE III. Progress Reports.

A. The District shall submit to the City a progress report every three (3) months after the effective date of the Agreement. Progress reports will be due by the last day of the month following the end of each quarter, i.e. progress report for work and expenses July through September will be due by October 31, October through December will be due by January 31, etc.

B. Progress reports shall consist of (1) a one-page narrative of work accomplished during the reporting period, and (2) a detailed expenditure report of payroll costs by pay period for Squad 61 personnel costs. City may require additional information or increased frequency of reporting to address the conditions and deliverables as described in Article V.

C. Progress reports must also include a comparison of actual accomplishments to the objectives indicated in this Agreement, including measurement against agreed-upon metrics and outcomes, as well as the work program to be approved by the City. Reports must include reasons for slippage if established objectives were not met. All progress reports should reflect efforts in this area.

D. The District shall submit quarterly progress reports, which will be followed by issuance of city payment. The City retains the authorization and discretion to delay or deny payment if progress reports are incomplete, do not reflect substantial progress toward delivery of outcomes, or demonstrate that funds were used for activities other than those covered in Article V.

ARTICLE IV. Default

A default under this MOU shall consist of using city funds for a purpose other than as authorized by this Agreement, noncompliance with legislative, regulatory, or other requirements applicable to this Agreement, any other breach of this Agreement, or any misrepresentation in the proposal submission.

ARTICLE V. Additional Provisions

- Project Description. Sacramento Metro Fire District will provide the following enhanced services described below:
    - Squad 61, assigned to Station 61, will be principally assigned to mitigate emergency incidents in its first due area and occasionally respond incidents within District's jurisdiction. See Station 61's first due map attached.
    - Squad 61 will consist of 6 firefighters working two-day shifts (2 firefighters per shift), providing uninterrupted services to City.
    - Squad 61 will be a Type V engine (i.e., a "grass rig"), a vehicle designed specifically for wildland firefighting.
    - At no cost to City, District will provide all ancillary support; including apparatus, equipment, and support staffing necessary to carry out this agreement.
- Outcomes and Metrics. District's activities will deliver the following outcomes and provide reporting on the metrics during the one-year of the Agreement:
    - The funding for staffing of a dedicated squad unit, staffed with two firefighter paramedics, allows for the continuation of Squad 61 in Fiscal Year 2025-26 to benefit the citizens of Rancho Cordova. It is believed that Station 61, already the busiest fire station in Rancho Cordova, will benefit significantly from the continuation of this resource. The squad unit serves as the first responder to medical calls, enabling the fire engine to remain available for other emergencies, including larger-scale incidents. This improves overall response time and increases the department's ability to provide timely and efficient services to the Rancho Cordova community.
    - From an operational standpoint, this squad alleviates call volume burden on existing units, bringing responder workloads within district-adopted standards and best practices. This reduction in calls for each individual unit will not only improve operational efficiency but also directly impact the health and well-being of our firefighters in the city by reducing fatigue and stress. By keeping crews within optimal operational levels, the squad ensures that the department is better

equipped to handle emergency demands while improving overall job satisfaction and firefighter safety within Rancho Cordova.

- Additionally, this squad brings a valuable wildland fire suppression capability, allowing for a more robust response to vegetation fires in both the city and surrounding areas, including the American River Parkway. Although the parkway lies outside city limits, the homes and infrastructure along its perimeter are within Rancho Cordova, and the squad's presence will directly impact the speed and effectiveness of fire mitigation efforts. This will reduce the community's exposure to wildland fires and improve the department's overall response to vegetation fire threats in Rancho Cordova.

- The support of this squad unit at Station 61 not only increases the city's emergency service capabilities but will also optimize firefighter safety, improve response times, and enhance our ability to protect the lives and property of residents in Rancho Cordova.

- It is anticipated that Squad 61 will also be present at community events when arranged in advance, including Good Neighbor Days.

Metrics:

Response Time Metrics

- Response Time to Medical Calls: Track how quickly Squad 61 is able to respond to medical emergencies. A reduction in average response time compared to previous years would indicate improved efficiency.

- Response Time for Fire Engine 61 (increased availability): Measure the difference in the response times of the fire engine, as the squad being first-up on medical calls will allow fire engines to remain available for larger emergencies.

Call Volume and Call Distribution

- Total Calls for Service (Squad 61): Track the number of medical and fire-related calls the squad handles. This shows how much demand Squad 61 is responding to.

- Reduction in Call Volume for Other Units: Measure the decrease in calls handled by other units (especially fire engines) as a result of the squad unit being first-up for medical calls.

- Fire Engine 61 Availability Rate: Track the number of calls where the fire engine is available to respond (e.g., not already committed to another emergency).

Nonstructural Fire Response Metrics

- Number of Nonstructural Fires Responded to by Squad 61: Track how many vegetation fires the squad responds to, especially along the American River Parkway and surrounding areas.
- Response Time to Nonstructural Fires: Measure how quickly Squad 61 responds to vegetation fires compared to historical data for non-squad units.

Quarterly updates would be organized with the following sections.

Overview of Squad 61's Operations

- Brief summary of Squad 61's role and deployment.

Key Metrics and Data

- A dashboard-style presentation of the metrics outlined above (e.g., response times, call volumes, etc.).

Trends and Analysis

- Discussion of any observed trends (e.g., improved response times, reduced fatigue, better wildland fire suppression).

Impact Assessment

- Evaluation of the squad's direct impact on the community (e.g., faster emergency responses, fewer properties threatened by wildfires).

ARTICLE VI: Term and Funding.

The term of this Agreement is from July 1, 2025 through June 30, 2026, in order to provide support towards Squad 61. Subject to the provisions of the Agreement and City Council approval during the budget approval process, the City will make its funds available to District for operational expenses for the purpose of delivering outcomes in the form of services and products as follows:

A. The total of the contract for FY 2025-26 is an amount not to exceed $825,000 (Eight Hundred Twenty-Five Thousand Dollars) in city funds will be made available to the District from July 1, 2025 through June 30, 2026.

The above amounts are subject to the City's budget approval process and as such, may be amended by a majority of the Council during the budget approval and amendments process.

In witness whereof, the Parties have executed this MOU as of the effective date first written above.

--SIGNATURES ON FOLLOWING PAGE--

SACRAMENTO METRO FIRE DISTRICT (DISTRICT), a California special district

By:
Its:

CITY OF RANCHO CORDOVA, a California municipal corporation

By: Micah Runner
Its: City Manager

ATTEST:

By: Stacy Leitner
Its: City Clerk

APPROVED AS TO FORM:

By: Adam U. Lindgren
Its: City Attorney