

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, August 4, 2025

4:00 PM – Special Meeting

**City Hall – David B. Roberts Council Chambers
2729 Prospect Park Drive, Rancho Cordova**

**The Alest Hotel – Lobby
Eugenio Sue #45, Polanco, México City, 11560 México**

5:30 PM – Regular Meeting

**City Hall – David B. Roberts Council Chambers
2729 Prospect Park Drive, Rancho Cordova**

How to Observe or Listen to the Meetings:

- 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, August 4, 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, August 4, 2025, at 2:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING

- 3.1. **Subject:** Discussion and Possible Direction on City Council Appointments to Regional Boards, Commissions and Committees to Enhance Community and Regional Partnerships.
Recommendation: Recommend discussing and providing possible direction on City Council appointments to regional boards, commissions, and committees.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Pulipati will adjourn the special meeting to the regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Daniel DeRosa with Cordova Neighborhood Church will give the invocation.

9. PRESENTATIONS

- 9.1. Employee Milestone Anniversary Presentations.

10. 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.

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of July 7, 2025.
Recommendation: Adopt the minutes.
- 13.2. **Subject:** Second Reading of 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 second reading and adopt the Ordinance.
- 13.3. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of Arista Del Sol Phase 3A, Subdivision No. FM-25-0058 and Execute Subdivision Improvement Agreement Contract No. 2025-90 with Woodside 05N, LP, a California Limited Partnership.
Recommendation: Adopt the Resolution.
- 13.4. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of Arista Del Sol Phase 3B, Subdivision No. FM-25-0059 and Execute Subdivision Improvement Agreement Contract No. 2025-91 with Woodside 05N, LP, a California Limited Partnership.
Recommendation: Adopt the Resolution.
- 13.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Change Order No. 2025-4-2 with Martin General Engineering, Inc., to Increase the Contract Amount from \$370,009.16 to an Amount not to Exceed \$447,656.08 for Construction of the HSIP 11 Signals and Grant Line Road Safety Improvements Project.
Recommendation: Adopt the Resolution.
- 13.6. **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 The Ranch Community Facilities District No. 2021-1.
Recommendation: Adopt the Resolution.
- 13.7. **Subject:** A Resolution Amending the 2025 City Council Meeting Schedule.
Recommendation: Adopt the Resolution amending the 2025 City Council Meeting Schedule and cancel the Monday, August 18, 2025, City Council meeting.
- 13.8. **Subject:** A Resolution Rescinding Resolution No. 75-2025 and Authorizing the City Manager to Execute Contract No. 2025-182 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.

13.9. **Subject:** Treasurer's Report - June 30, 2025.

Recommendation: This report is informational only. It is recommended that the City Council receive and file the June 30, 2025 Treasurer's Report.

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

None.

15. **PUBLIC HEARING ITEMS**

None.

16. **REGULAR CALENDAR ITEMS**

16.1. **Subject:** Update on Illegal Firework Enforcement and Temporary Firework Stands.

Recommendation: No formal recommendation is being made by staff at this time. Staff is seeking input on proposed adjustments to fine structures related to the use of illegal fireworks. Staff is also requesting that the City Council review the current Municipal Code provisions and licensing procedures related to safe and sane fireworks and provide feedback on potential updates to those regulations.

16.2. **Subject:** Presentation on Upcoming Neighborhood Traffic Management Program Projects, Adopt a Resolution Authorizing the City Manager to Execute Contract No. 2025-92 with Dokken Engineering, Inc. in an Amount not to Exceed \$136,593.00 for On-Call Professional Engineering Services on the Neighborhood Traffic Management Program Ph VII Project, and Adopt a Resolution Authorizing the City Manager to Execute Contract No. 2025-180 with Dokken Engineering, Inc. in an Amount not to Exceed \$377,180.00 for On-Call Professional Engineering Services on the Neighborhood Traffic Management Program Ph VIII Project.

Recommendation: Adopt the Resolution.

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

18. **ADJOURN TO CLOSED SESSION**

Mayor Pulipati will adjourn the meeting to closed session.

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

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

20. **CLOSED SESSION**

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

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

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

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

22. **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 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/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/Regular Meeting
October 20, 2025	5:30 PM Regular Meeting
October 28, 2025	5:30 PM Special Meeting/Work Session

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 August 4, 2025 Regular Meeting of the Rancho Cordova City Council was posted and available for review on July 31, 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 31, 2025 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 3.1.

DATE: August 4, 2025
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **DISCUSSION AND POSSIBLE DIRECTION ON CITY COUNCIL APPOINTMENTS TO REGIONAL BOARDS, COMMISSIONS AND COMMITTEES TO ENHANCE COMMUNITY AND REGIONAL PARTNERSHIPS**

RECOMMENDATION

Recommend discussing and providing possible direction on City Council appointments to regional boards, commissions, and committees.

RESULT OF RECOMMENDED ACTION

Following the City Council's discussion, appointed representatives to the city's regional boards, commissions, and committees will be able to strengthen the city's ability to address regional and community needs and ensure that appointees are effectively contributing to the city's long-term goals and initiatives.

BACKGROUND

At the July 7, 2025 City Council meeting, the City Council directed staff to bring back the topic of City Council appointments to regional boards, commissions and committees for discussion. The Sacramento Region has several public agencies that oversee various services within the area. These agencies' regional boards, commissions and committees often include representation from multiple municipalities, with one or more elected officials from each jurisdiction typically providing representation across the region.

Appointments to regional boards, commissions, and committees are crucial in fostering collaboration between the city and neighboring municipalities, regional partners, and stakeholders. These appointments offer the City Council an opportunity to directly influence key decisions and initiatives that impact the region. Attached is the approved appointments to various regional boards, commissions, and committees for 2025 ([Attachment 1](#)).

Included in this report is a comprehensive overview ([Attachment 2](#)) of current appointments to regional boards, commissions, and committees for 2025, which includes: the times and locations for each meeting, a brief background, currently assigned council members, and agency/committee contact information.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. City Council Appointments to Regional Boards Commissions and Committees
2. City Council Overview of Appointments to Regional Boards, Commissions, and Committees

2025 City Council Appointments to Regional Boards, Commissions, and Committees

Name	Strategy	2025
Sacramento Area Council of Governments (SACOG) - Capitol Valley Regional SAFE - Airport Land Use Commission	To create an infill fund to reduce fees for development projects. Primary areas of focus include the following: Folsom Blvd., Coloma Rd., Old Placerville Rd., Sunrise Blvd., and the Connector. Establish regional transportation funding structure in the region to create best transportation access in Rancho Cordova.	Appointee: Sander Alt: Budge
Sacramento Regional Transit District	To establish a light rail stop at Horn Road and the Mineshaft, improve maintenance at light rail stations, and offer bus service to southeast Rancho Cordova.	Appointee: Budge Alt: Sander
Sacramento Transportation Authority	To secure SB 1 funding to improve local transportation infrastructure, strengthen relationships with key stakeholders, and engage a local lobbyist to complement our state and federal efforts.	Appointee: Pulipati Alt: Gatewood
Capital SouthEast Connector Joint Powers Authority	To secure \$60M to expand the road near Teichert from 2 to 4 lanes and to straighten the curve.	Appointee: Gatewood Alt: Little
Sacramento Placerville Transportation Corridor Joint Powers Authority		Appointee: Sander Alt: Budge
Sacramento Metropolitan Air Quality Management District	Establish a consistent approach to communicate about programs that benefit the Rancho Cordova community.	Appointee: Sander Alt: Little

2025 City Council Appointments to Regional Boards, Commissions, and Committees

Name	Strategy	2025
Sacramento Area Sewer District Northern California Sanitation Agencies Financing Authority	Part of the infill development discussion and aligned with SACOG strategy.	Appointee: Sander Alt: Little
Regional San Sacramento Regional County Sanitation District		N/A
Sacramento Metropolitan Cable Television Commission		Appointee: Pulipati Alt: Gatewood
Sacramento-Yolo Mosquito and Vector Control District		Appointee: Robert McGarvey Alt: Sander **2-year term (2025-2026)
South Sacramento Conservation Agency Joint Powers Authority		Appointees: Budge, Gatewood Alt: Little, Pulipati

2025 City Council Appointments to Regional Boards, Commissions, and Committees

Name	Strategy	2025
Greater Sacramento Economic Council	To increase our engagement with GSEC to bring businesses to Rancho Cordova.	Appointee: Pulipati Alt: Gatewood
Sacramento Local Agency Formation Commission		City's Next Term 2033-2034
Sacramento Public Library Authority Governing Board	To secure local control, ensure sustainable funding, and create a library or libraries within Rancho Cordova that reflects the needs of the community and advocate for the Sacramento Public Library Authority to operate it.	Appointee: Little Alt: Budge
Lower American River Conservancy Program Advisory Committee		Appointee: Little Alt: Gatewood
Folsom Lake College Philanthropy Council		Appointee: Pulipati
City Selection Committee of Sacramento County		Appointee: Mayor
Sacramento County Criminal Justice Cabinet		Appointee: Mayor Alt: Little Designee: Chief of Police

2025 City Council Appointments to Regional Boards, Commissions, and Committees

Name	Strategy	2025
Sacramento Homeless Policy Council		Appointee: Little Alt: Gatewood
Sacramento Central Groundwater Authority		City of Rancho Cordova Appointee: Albert Stricker Alt: Dalia Fadl Alt: Kristine Courdy Golden State Water Company Appointee: Sean Twilla Alt: Paul Schubert

2025 City Council Appointments to Regional Boards, Commissions, and Committees

Name of Ad-hoc Committee	Strategy	2025
Sacramento County (M/VM)		Designees: Pulipati, Gatewood
Elk Grove Unified School District		Designees: Pulipati, Gatewood
Folsom Cordova Unified School District		Designees: Sander, Budge
Sacramento City Unified School District		Designees: Gatewood, Little
Golden State Water Company		Designees: Sander, Budge
Sacramento Metropolitan Fire District		Designees: Pulipati, Budge
Gateway Signage Committee		Designees: Sander, Budge
Growing Strong Neighborhoods	Consider GSN to be a philosophy rather than a program.	Designees: Sander, Little
Cordova Recreation and Park District		Designees: Pulipati, Gatewood
Rancho Cordova Technology & Innovation Committee	Create an AI Ecosphere. We must prioritize outward communication so the broader community clearly sees Rancho Cordova is forward-thinking and technology-focused.	Designees: Pulipati, Gatewood

2025 City of Rancho Cordova City Council Overview of Appointments to Regional Boards, Commissions, and Ad-hoc Committees

Sacramento Area Council of Governments (SACOG) Board of Directors

Meets 3rd Thursday of each month at 9:30 a.m. at SACOG, 1415 L Street, Suite 300, Sacramento

Background Information: The mission of SACOG is to provide leadership in a collaborative public forum for achieving an efficient regional transportation system, innovating and integrated regional planning, and a high quality of life within the Greater Sacramento region. SACOG is a 32-member Board of Directors (31 voting and 1 non-voting). Voting members are appointed by member jurisdictions from their county board of supervisors or city councils. The one non-voting member is the Caltrans District 3 Director. Source: www.sacog.org

Council Member(s):

David Sander, Appointee (2012-present)

Linda Budge, Alternate (1/1/2025-present)

Contact:

Lanette Espinoza, Clerk of the Board, lespinoza@asacog.org

James Corless, Executive Director

Sacramento Regional Transit District (SacRT) Board of Directors

Meets 2nd and 4th Monday of each month at 4:00 p.m. at the Sacramento Regional Transit Q Street Auditorium, 1102 Q Street, 4th Floor, Suite 4600, Sacramento

Background Information: SacRT began operations on April 1, 1973, following the acquisition of the Sacramento Transportation Authority. Today, SacRT operates more than 82 bus routes, 43 miles of light rail with 53 stations, and ADA paratransit services across a 440-square-mile service area in Sacramento County, including the cities of Sacramento, Citrus Heights, Elk Grove, Folsom, and Rancho Cordova. SacRT is overseen by a 12-member Board of Directors. Source: www.sacrt.com

Council Member(s):

Linda Budge, Appointee (2012-present)

David Sander, Alternate (2012-present)

Contact:

Tabetha Smith, Clerk of the Board, tlsmith@sacrt.com

Henry Li, General Manager/CEO

Sacramento Transportation Authority (STA)

Meets 2nd Thursday of each month at 1:30 p.m. at the Sacramento County Board of Supervisors' Chambers, 700 H Street, Sacramento

Background Information: The STA was established in 1988 as a local transportation authority following the approval of the original Measure A by voters. Its mission is to offer a wide range of transportation programs and services to benefit the 1.6 million residents of Sacramento County, enhancing the communities where they live, work, and play. The STA is governed by a 16-member Board of Directors, representing Sacramento, Citrus Heights, Elk Grove, Folsom, Galt/Isleton, and Rancho Cordova.

Council Member(s):

Siri Pulipati, Appointee (1/1/2025-present)

Garrett Gatewood, Alternate (1/1/2025-present)

Contact:

Jennifer Doll, Office Manager, jennifer@sacta.org

Kevin Bewsey, Executive Director

Capital SouthEast Connector Joint Powers Authority Board of Directors

Meets the last Friday of each month at 8:30 a.m. at Rancho Cordova City Hall, Council Chambers, 2729 Prospect Park Drive, Rancho Cordova

Background Information: In December 2006, the cities of Elk Grove, Folsom, and Rancho Cordova, along with El Dorado and Sacramento counties, joined forces to create a joint powers authority (JPA) to advance the planning, environmental review, engineering design, and development of the Elk Grove-Rancho Cordova-El Dorado Connector Project (the Connector). Source: www.connectorjpa.com

Council Member(s):

Garrett Gatewood, Appointee (2023-present)

Joe Little, Alternate (1/1/2025-present)

Contact:

Derek Minnema, Executive Director, MinnemaD@SacCounty.gov

Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA)

Meets quarterly at 9:30 a.m. at Folsom City Hall, Council Chambers, 50 Natoma Street, Folsom

Background Information: The SPTC-JPA is a public entity established in 1991 with the aim of acquiring 53 miles of the Placerville Branch right of way from Southern Pacific. After completing the purchase in September 1996, the SPTC-JPA and its member agencies entered into a Reciprocal Use and Funding Agreement (RUFA) to define their shared and individual rights and responsibilities regarding the acquisition, ownership, use, operation, improvement, maintenance, financial

management, and eventual disposal of the rail corridor. The SPTC-JPA remains active, focusing on preserving the corridor for transportation and overseeing property management.

The four member agencies are: 1) County of El Dorado, 2) City of Folsom, 3) County of Sacramento, and 4) Sacramento Regional Transit District. A fifth Director at Large is chosen by the four appointed Directors, and the current Director at Large is Rancho Cordova City Council Member David Sander. Source: www.sptc-jpa.org

Council Member(s):

David Sander, Appointee (2012-present)

Linda Budge, Alternate (2012-present)

Contact:

Jen Thiot, Administrative Assistant, jthiot@folsom.ca.us

Sacramento Metropolitan Air Quality Management District Board of Directors

Typically meets the 4th Thursday of each month at 9:00 a.m. at the Sacramento County Board of Supervisors' Chambers, 700 H Street, Sacramento

Background Information: The Sacramento Metropolitan Air Quality Management District was established in 1996 under Health and Safety Code Sections 40960 et. Seq. to monitor, promote, and improve air quality in Sacramento County. It is one of 35 regional air quality districts in California. The District is tasked with monitoring air pollution within the Basin and developing and implementing programs to reduce pollution levels to meet state and federal health-based standards. The Board of Directors consists of 14 members, including all five Sacramento County Supervisors, four members of the Sacramento City Council, one representative from each of the cities of Citrus Heights, Elk Grove, Folsom, and Rancho Cordova, and one member representing the cities of Galt and Isleton. Source: www.airquality.org

Council Member(s):

David Sander, Appointee (1/1/2025-present)

Siri Pulipati, Alternate (2021-present)

Contact:

Salina Martinez, Clerk of the Board, smartinez@airquality.org

Alberto Ayala, Executive Director

Sacramento Area Sewer District Board of Directors

Meets the 2nd and 4th Wednesday of each month at 9:30 a.m. at the Sacramento County Board of Supervisors' Chambers, 700 H Street, Sacramento

Background Information: SacSewer is the sewage collection, treatment, and resource recovery utility serving the Sacramento region, providing service to over 1.6 million residents. It is governed by a 17-member Board of Directors, which includes five members from the Sacramento Board of Supervisors, five members from the Sacramento City Council, two council members from the City

of Elk Grove, and one representative each from Yolo County and the cities of Citrus Heights, Folsom, Rancho Cordova, and West Sacramento. Source: www.sacsewer.com

Council Member(s):

David Sander, Appointee (2021-present)

Siri Pulipati, Alternate (2024-present)

Contact:

Sunny Kenner, Executive Secretary, kenners@sacsewer.com

Christoph Dobson, General Manager

Sacramento Metropolitan Cable Television Commission Board of Directors

Meets quarterly in March, June, September and December at 2:30 p.m. at the Sacramento County Board of Supervisors' Chambers, 700 H Street, Sacramento

Background Information: The Sacramento Metropolitan Cable Television Commission is responsible for the following: overseeing State-issued franchises for cable video services in Sacramento County, assisting consumers with cable/video-related issues and concerns, managing the operations of Metro Cable 14, collecting and distributing franchise and PEG fee revenues, monitoring the use of PEG fee funds, and overseeing community programming and the funding of Channel Licensees that support six community channels on the local cable system.

The Commission is a joint powers agency representing seven member jurisdictions: the County of Sacramento and the cities of Sacramento, Citrus Heights, Elk Grove, Rancho Cordova, Folsom, and Galt. Source: www.sacmetroable.saccounty.gov

Council Member(s):

Siri Pulipati, Appointee (2023-present)

Garrett Gatewood, Alternate (2023-present)

Contact:

Lydia Frazier, Commission Clerk, boardclerk@saccounty.gov

Shawn Ayala, Executive Director

Sacramento-Yolo Mosquito and Vector Control District Board of Trustees

Meets the 3rd Tuesday of each month at 10:00 a.m. at Sacramento-Yolo Mosquito and Vector Control District Office, 8631 Bond Road, Elk Grove

Background Information: In 1915, the California Legislature passed the "Mosquito Abatement Act" to help protect public health from the risks associated with mosquitoes. On June 18, 1946, the Sacramento County-Yolo County Mosquito Abatement District was established. In July 1990, the District Board voted to change the name to better reflect its expanded services, which now include control of ticks, yellow jackets, and other vectors. The District's mission is to provide safe, effective, and cost-efficient mosquito and vector control for Sacramento and Yolo counties, aiming to protect public health from diseases transmitted by mosquitoes, such as West Nile virus, malaria, and others. The two counties together cover 2,013 square miles of urban, commercial,

and agricultural land. The District is governed by a Board of Trustees, with each trustee representing one of the incorporated cities or counties within the District's boundaries. Trustees are appointed to their positions. Source: www.fightthebite.net

Council Member(s):

Robert McGarvey, Appointee (2007-present)

David Sander, Alternate (2007-present)

Contact:

Catalina Garcia, Administrative Assistant, cgarcia@fightthebite.net

Gary Goodman, Manager

South Sacramento Conservation Agency Joint Powers Authority

Meets the last Monday of every other month at 11:00 a.m. at Sacramento County Board of Supervisors' Chambers, 700 H Street, Sacramento

Background Information: The South Sacramento Conservation Agency – Joint Powers Authority is responsible for overseeing the implementation of the South Sacramento Habitat Conservation Plan (SSHCP). This includes acquiring land or easements to establish the SSHCP preserve system, carrying out restoration efforts for species habitats and aquatic resources, developing management and monitoring plans to sustain the preserve system, and ensuring compliance with the SSHCP's conditions and related permits. Additionally, the Agency is tasked with setting and adjusting fees, approving the Agency's annual report, and approving its annual budget. Source: <https://sccob.saccounty.gov/Pages/South-Sacramento-Conservation-Agency.aspx>

Council Member(s):

Linda Budge (2011-present) and Garrett Gatewood (2018-present), Appointees

Joe Little (1/1/2025-present) and Siri Pulipati (2021-present), Alternates

Contact:

Florence Evans, Clerk, BoardClerk@saccounty.net

Greater Sacramento Economic Council Board of Directors

Typically meets quarterly from 9-11 a.m.

Background Information: The Greater Sacramento Economic Council is dedicated to connecting with national and regional audiences. Its Board of Directors includes representatives from local governments, business leaders, and various other stakeholders. Source: <https://www.greatersacramento.com/>

Council Member(s):

Siri Pulipati (1/1/2025–present), Appointee

Garrett Gatewood (1/1/2025–present), Alternate

Contact:

Barry Broome, President and CEO

Sacramento Local Agency Formation Commission (LAFCo)

Meets the 1st Wednesday of each month at 5:30 p.m. at Sacramento County Board of Supervisors' Chambers, 700 H Street, Sacramento

Background Information: LAFCo is a countywide commission mandated in every California county. Its purpose is to promote the organized creation of local government agencies, protect agricultural and open spaces, and prevent urban sprawl. By law, commissions are required to prepare Municipal Service Reviews and update Spheres of Influence for each independent local government jurisdiction within their county. Source: <https://sacrafc.co.saccounty.gov>

Council Member(s):

According to the rotation schedule, it is anticipated City of Rancho Cordova representation will resume again from January 2033-December 2034.

Contact:

Commission Clerk, commissionclerk@sacrafc.co.org
Jose C. Henriquez, Executive Director

Sacramento Public Library Authority Governing Board of Directors

Meets the 4th Thursday of each month at 3:00 p.m. at the Sacramento County Board of Supervisors' Chambers, 700 H Street, Sacramento

Background Information: The Sacramento Public Library Authority is governed by a joint powers agreement between the County of Sacramento and the cities of Citrus Heights, Isleton, Elk Grove, Rancho Cordova, and Sacramento. Its mission is to provide public library services that offer open access to a wide range of resources and ideas, inspiring learning, promoting reading, and enriching community life for all residents in the member jurisdictions. The Sacramento Public Library is the fourth-largest library system in California, with 28 locations serving 1.4 million people.

The Board is made up of representatives from each member jurisdiction, with seats allocated based on population. It includes all five members of the Sacramento County Board of Supervisors, five council members from the City of Sacramento, two members from the City of Elk Grove, and one member from the city councils of Citrus Heights and Rancho Cordova. The cities of Galt and Isleton are jointly represented by a single council member. The Library Director serves as the CEO of the Authority and acts as the secretary of the governing board. Source: www.saclibrary.org

Council Member(s):

Joe Little, Appointee (1/1/2025 –present)
Linda Budge, Alternate (2019-present)

Contact:

Heather Wilde, Clerk to the Board, hwilde@saclibrary.org
Peter Coyl, Library Director and CEO

Lower American River Conservancy Programs Advisory Committee

Meets as needed

Background Information: The Lower American River Conservancy Program was established by Assembly Bill 1716, which took effect on January 1, 2017. The Program was designed to create a state partner that works in collaboration with local agencies, particularly the County of Sacramento in its role as the manager of the American River Parkway, as well as nonprofit organizations. Its purpose is to help fund projects and provide grants aimed at restoring, enhancing, interpreting, protecting, and improving public access to the Parkway's natural, recreational, educational, and cultural resources. is responsible for reviewing eligible projects and making funding recommendations. The Committee is required to meet at least twice annually in Sacramento County, and its meetings are open to the public. The Committee is composed of 12 members. Source: www.wcb.ca.gov

Council Member(s):

Joe Little, Appointee (1/1/2025 – present)

Garrett Gatewood, Alternate (2018 – present)

Contact:

Cara Allen, Cara.Allen@wildlife.ca.gov

Folsom Lake College Philanthropy Council

Background Information:

Council Member(s):

Siri Pulipati, Appointee (2021-present)

Contact:

City Selection Committee of Sacramento County

Meets as needed

Background Information: The City Selection Committee of Sacramento County (referred to as "The Committee") is made up of the mayors from each incorporated city within the county, in accordance with Sections 50270 – 50279.2 of the California Government Code. The Committee's role is to appoint city representatives to various boards, commissions, and agencies as mandated by law. The Clerk of the Board of Supervisors serves as the Ex-Officio Clerk to the Committee. Source: <https://sccob.saccounty.gov/Pages/CitySelectionCommittee.aspx>

Council Member(s):

Siri Pulipati, Appointee (1/1/2025-present) – Concurrent with Mayoral term

Contact:

Florence Evans, Clerk, BoardClerk@saccounty.net

Sacramento County Criminal Justice Cabinet Executive Committee

Meets quarterly in January, April, July, and October

Background Information: The principal mission of the Cabinet is to study the Sacramento County juvenile and criminal justice system, identify deficiencies, formulate policy and programs for change when opportunities present themselves. In addition, its mission is to communicate and present planning, financial, operational, managerial, and programmatic recommendations to the agencies represented on the Cabinet. The Mayor of each incorporated city sits on the board in addition to other County designated officials. Source: <https://dce.saccounty.gov/Public-Safety-and-Justice/CriminalJusticeCabinet/Pages/default.aspx>

Council Member(s):

Siri Pulipati, Appointee (1/1/2025-present) – Concurrent with Mayoral term

Designee: Chief of Police

Contact:

Catherine York, Management Analyst, YorkC@saccounty.gov

Sacramento Homeless Policy Council

Meets quarterly at 9:00 a.m. with ongoing discussion and collaboration between community leaders and staff continuing year-round.

Background Information: The Sacramento Homeless Policy Council (SHPC) was established to foster regional collaboration in the effort to end homelessness. The SHPC convened for the first time on August 27, 2021, to initiate broad, strategic discussions aimed at addressing the homelessness crisis in Sacramento. Current members include elected officials from Sacramento County and the cities of Sacramento, Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova. Additionally, the SHPC includes leaders from key coordinating bodies within the homeless response system, such as the Chair of the Continuum of Care (CoC) and the Chair of the CoC's lead agency, Sacramento Steps Forward. The Sacramento Homeless Policy Council is currently paused at this time.

Council Member(s):

Joe Little, Appointee (1/1/2025 – present)

Garrett Gatewood, Alternate (1/1/2025 – present)

Contact:

Lisa Bates, Chief Executive Officer, lbates@sacstepsforward.org

Sacramento Central Groundwater Authority

Meets monthly on the second Wednesday.

Background Information: 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 Sacramento Central Groundwater Authority (SCGA) consists of 14 board members from seven public agencies, two private water purveyors, one representative of agricultural interests, one representative of agriculture-residential users, one representative of commercial/industrial self-supplied groundwater users, one representative of conservation landowners, and one representative of public agencies that are self-supplied groundwater users. As outlined in the JPA, City of Rancho Cordova staff and Golden State Water representatives are appointed by the Rancho Cordova City Council to the SCGA Board. Members of the Board are appointed to four-year terms. 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.

Source: <https://scgah2o.saccounty.gov/pages/about.aspx>

Staff Member(s):

Albert Stricker, Appointee (3/21/2016 – present)

Dalia Fadl, Alternate (1/22/2019 – present)

Kristine Courdey (7/7/2025 – present)

Golden State Water Company:

Sean Twilla, General Manager, Northern District, Appointee (3/17/2025-present)

Paul Schubert, General Manager, Utility Solutions Team, Alternate (3/21/2016-present)

Contact:

John Woodling, Interim Executive Director, jwoodling@geiconsultants.com

ITEM 3.1.

ATTACHMENT 2

Ad-hoc committees are temporary groups formed to address specific issues or tasks that arise unexpectedly. These committees meet as needed, convening only for the duration of the project or problem they are assigned to resolve.

Sacramento County	Designees: Siri Pulipati, Garrett Gatewood
Elk Grove Unified School District	Designees: Siri Pulipati, Garrett Gatewood
Folsom Cordova Unified School District	Designees: David Sander, Linda Budge
Sacramento City Unified School District	Designees: Garrett Gatewood, Joe Little
Golden State Water Company	Designees: David Sander, Linda Budge
Sacramento Metropolitan Fire District	Designees: Siri Pulipati, Linda Budge
Gateway Signage	Designees: David Sander, Linda Budge
Growing Strong Neighborhoods	Designees: David Sander, Joe Little
Cordova Recreation and Park District	Designees: Siri Pulipati, Garrett Gatewood
Rancho Cordova Technology and Innovation	Designees: Siri Pulipati, Garrett Gatewood

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

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 5:35 p.m.

Council Members Present: Linda Budge, Garret Gatewood, Joe Little (arrived at 5:49 p.m.), David Sander, and Mayor Siri Pulipati

Council Members Absent: None

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Derald Langwell led the pledge.

4. INVOCATION

Walt Little, in place of Chaplain Syliva Espinoza-Pool with the Law Enforcement Chaplaincy Sacramento, gave the invocation.

ITEM 13.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 7, 2025

ATTACHMENT 1

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

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

1. Larry Leroy Ladd
2. Diann Rogers
3. 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 items 9.3 and 9.12 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 9.2, items 9.4 through 9.11, and items 9.13 through 9.17 by Gatewood second by Budge;
Motion passed with a 5:0 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.

ACTION: Motion to approve item 9.3. by Sander second by Budge;
Motion passed with a 5:0 vote.

- 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

ITEM 13.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 7, 2025

ATTACHMENT 1

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.

Council Member Gatewood recused himself from item 9.12 due to a potential conflict of interest related to a business interest. Council Member Gatewood left the meeting at 6:29 p.m.

ACTION: Motion to approve item 9.12. by Budge second by Sander;
Motion passed with a 4:0 vote.

ITEM 13.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 7, 2025

ATTACHMENT 1

AYES: Budge, Little, Sander, Pulipati
NOES: None
ABSENT: None
ABSTAIN: Gatewood

Council Member Gatewood returned to the meeting at 6:30 p.m.

- 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

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

ACTION: Motion to approve items 10.1 and 10.2 by Budge second by Little;
Motion passed with a 5:0 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.

ITEM 13.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 7, 2025

ATTACHMENT 1

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.

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

ACTION: Motion to approve item 12.1. by Budge second by Gatewood;
Motion passed with a 5:0 vote.

- 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.

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

ACTION: Motion to approve item 12.2. by Budge second by Gatewood;
Motion passed with a 5:0 vote.

- 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.

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

ACTION: Motion to approve item 12.3. by Budge second by Sander;
Motion passed with a 3:2 vote.

AYES: Budge, Gatewood, Pulipati

NOES: Little, Sander

ABSENT: None

ABSTAIN: None

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Discussion Regarding the Code of Conduct for City Council Members.
2. Discussion Regarding Appointments to Regional Boards and Committees.

ITEM 13.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 7, 2025

ATTACHMENT 1

14. ADJOURN TO CLOSED SESSION

Mayor Pulipati adjourned the meeting to closed session at 6:51 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Pulipati called the closed session to order at 6:52 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, Micah Runner

16. CLOSED SESSION

Council met in closed session to discuss the following items:

- 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

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

18. ADJOURNMENT

Mayor Pulipati adjourned the meeting at 7:10 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 13.2.

DATE: August 4, 2025
TO: Honorable Mayor and Council Members
FROM: Rachel Trinh, Development Senior Analyst
SUBJECT: **SECOND READING OF 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 second reading and adopt 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, as further described in Attachment 2.

BACKGROUND

On July 7, 2025, the City Council waived the first reading and passed to a second reading of the Ordinance.

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 - Municipal Code Amendments

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 TRANSPORTATION 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 937 and 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 July 7, 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, “[w]here 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 4th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

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 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.

16.82.120 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:

$$F = P \times S$$

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:

$$F = T \times 3.0\%$$

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:

$$F = P \times A$$

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:

$$F = P \times S$$

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:

$$F = T \times 3.75\%$$

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:

$P \times (NF - OF) = \text{Reduction to fee credit/reimbursement amount.}$

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)].

MEMORANDUM



ITEM 13.3.

DATE: August 4, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Principal Civil Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FINAL MAP OF ARISTA DEL SOL PHASE 3A, SUBDIVISION NO. FM-25-0058 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2025-90 WITH WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2025-90, Attachment 2, guaranteeing the construction of public roads and utilities with Woodside 05N, LP, and the recording of the Final Subdivision Map for Arista Del Sol Phase 3A, north of Chrysanthy Boulevard and west of Grant Line Road.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map on September 2, 2014. The Final Map of Arista Del Sol Phase 1 was approved May 16, 2022 per Resolution No. 64-2022. The Final Map of Arista Del Sol Phase 2 was approved June 17, 2024, per Resolution No. 75-2024. This map is 8.084 acres consisting of 55 development lots and 1 landscape lot. A copy of the Final Map, Attachment 3, and a copy of the Vicinity Map, Attachment 4, are included with this letter.

Woodside 05N, LP, has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Youngdahl Consulting Group, Inc. dated August 8, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2025/2026 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-90
3. Final Map
4. Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF ARISTA DEL SOL PHASE 3A, SUBDIVISION NO. FM-25-0058, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2025-90 WITH WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP.

WHEREAS, the City Council approved the Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map on September 2, 2014, per Resolution No. 110-2014; and the Final Map of Arista Del Sol Phase 1 was approved May 16, 2022, per Resolution No. 64-2022; and the Final Map of Arista Del Sol Phase 2 was approved June 17, 2024, per Resolution No. 75-2024; and

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

WHEREAS, the Conditions of Approval have been complied with; and

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

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

WHEREAS, the city desires to enter into a Subdivision Improvement Agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Arista Del Sol Phase 3A Subdivision No. FM-25-0058 and does authorize the City Manager to execute Subdivision Improvement Agreement 2025-90 with Woodside 05N, LP, a California Limited Partnership, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ITEM 13.3.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**ARISTA DEL SOL PHASE 3A FINAL MAP
SUBDIVISION NO. FM-25-0058**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **Woodside 05N, LP, a California Limited Partnership**, (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Arista Del Sol Phase 3A Final Map, FM-25-0058** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** In consideration of such approval, Principal

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

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

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

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

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

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

10. Extension of Completion Date. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

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

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$2,568,801.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total

deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

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

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

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

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

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

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

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

20. Entire Agreement. This Agreement and any attachments hereto constitute the

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

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

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

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

SIGNATURE PAGE FOLLOWING

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

WOODSIDE 05N, LP
A California Limited Partnership

Micah Runner, City Manager

BY: WDS, GP Inc
A California Corporation
General Partner



Michael LaFortune, Its Authorized Signer

Date: _____

Date: 6/2/25

ATTEST:

Stacy Leitner, CMC, City Clerk

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 Sacramento

On June 2, 2025 before me, Lisa L Shearon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael LaFortune
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.

Place Notary Seal and/or Stamp Above

Signature Lisa L Shearon
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF ARISTA DEL SOL – PHASE 3A.

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

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC COURTS, WAYS AND AVENUE SHOWN HEREON AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

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

BY: Michael LaFortune

NAME: MICHAEL LAFORTUNE

TITLE: AUTHORIZED AGENT

WOODSIDE 05N, L.P.
A CALIFORNIA LIMITED PARTNERSHIP

SURVEYOR'S STATEMENT

THIS ARISTA DEL SOL – PHASE 3A WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE 05N, LP, IN MAY, 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2027 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, INCLUDING THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS

WOOD RODGERS, INC.



Dennis L. Barber
DENNIS L. BARBER
P.L.S. 8067

7/7/25
DATE

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) SS

ON 2ND DAY OF JULY, 2025 BEFORE ME, TAUNI FESSLER
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED MICHAEL LAFORTUNE

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: Tauni Fessler

PRINTED NAME: TAUNI FESSLER

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

SACRAMENTO

MY COMMISSION EXPIRES: MAY 14, 2028

MY COMMISSION No.: 2490109

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP – ARISTA DEL SOL – PHASE 3A – AND FIND IT TO BE TECHNICALLY CORRECT.



Jason J. Stiller
JASON J. STILLER
P.L.S. 9271

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED FINAL MAP OF THIS ARISTA DEL SOL – PHASE 3A AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

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

DATED: _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF ARISTA DEL SOL – PHASE 3A AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON SUBJECT TO COMPLETION OF THE IMPROVEMENTS.

BY: _____
CITY CLERK
CITY OF RANCHO CORDOVA

DATED: _____

RECORDER'S STATEMENT

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

DONNA ALLRED, COUNTY RECORDER
COUNTY OF SACRAMENTO

DOCUMENT NO.: _____

BY: _____
DEPUTY RECORDER

FEE: \$ _____

FINAL MAP OF
ARISTA DEL SOL - PHASE 3A

SUBDIVISION NO. FM-25-0058
BEING ALL OF LOT 367 OF THAT CERTAIN FINAL MAP
ENTITLED "ARISTA DEL SOL - PHASE 1", FILED FOR RECORD
IN BOOK OF 438 OF MAPS, AT PAGE 3, ORSC
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA



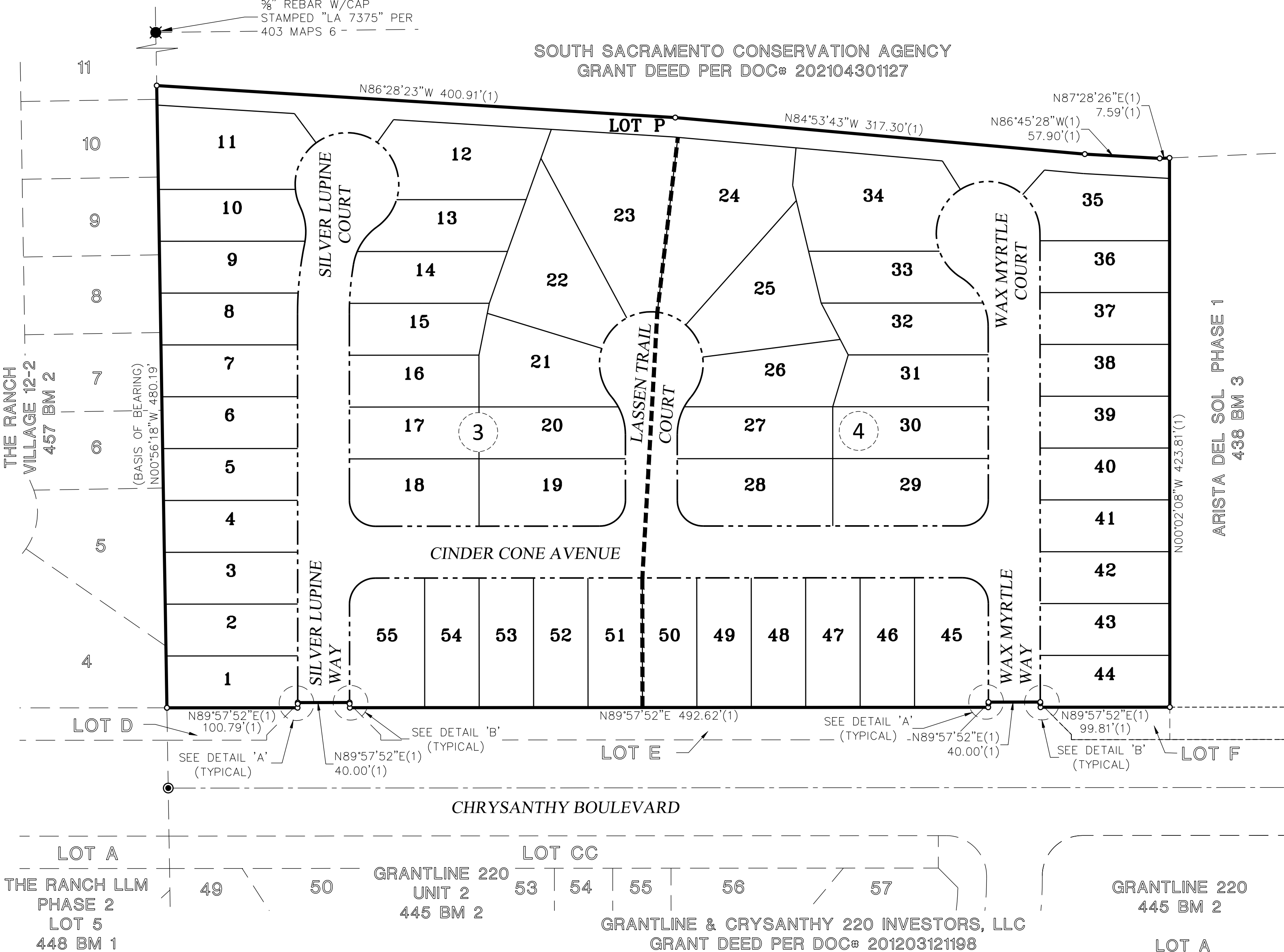
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 G ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

AUGUST 2025

Sheet 1 of 4

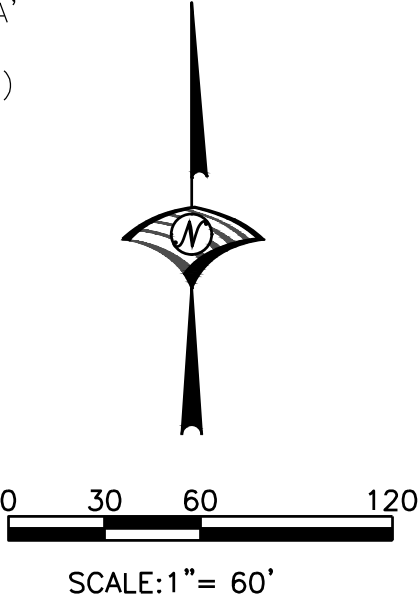
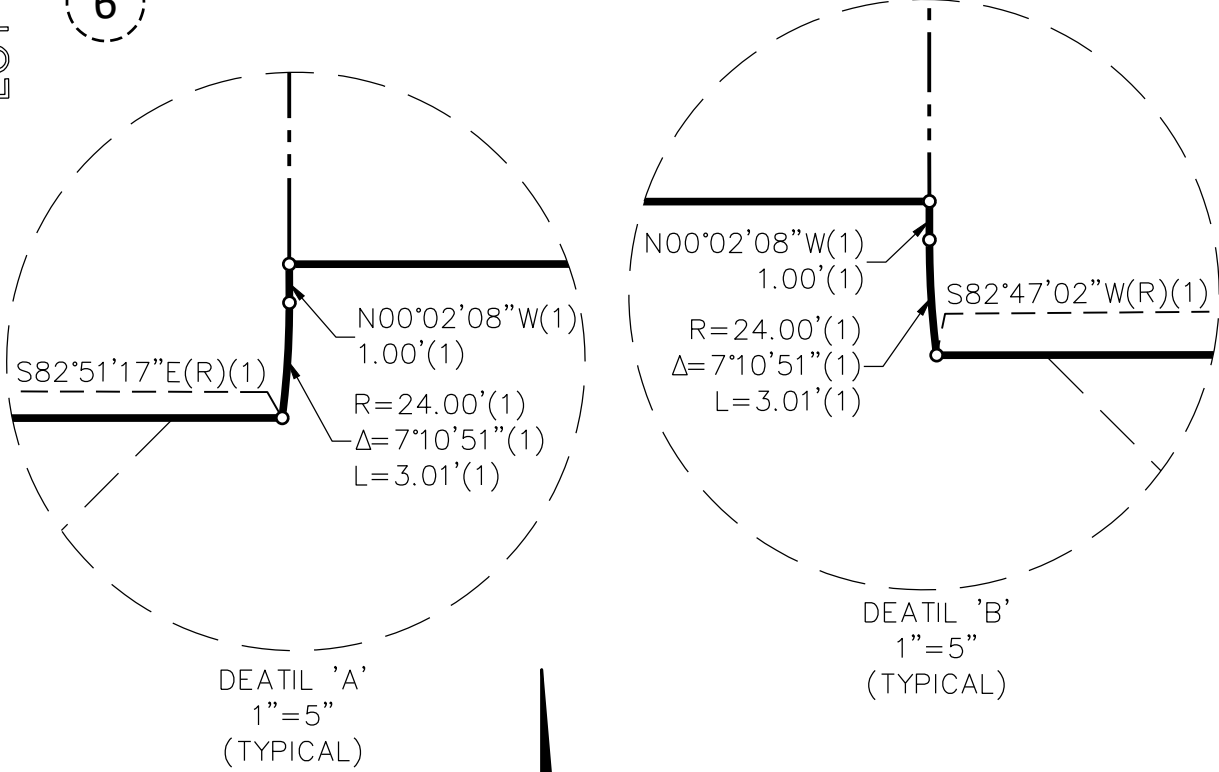
3013.007

BOUNDARY SHEET



LEGEND

o	DIMENSION POINT
⊙	SET 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
⊙	FOUND 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
⊙	CENTERLINE
BM	BOOK OF MAP
DE	DRAINAGE EASEMENT
CFR	CALCULATED FROM RECORD
IOD	IRREVOCABLE OFFER OF DEDICATION
L=	ARC LENGTH
LE	LANDSCAPE EASEMENT
OA	OVERALL
ORSC	OFFICIAL RECORDS OF SACRAMENTO COUNTY
PE	PEDESTRIAN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
RS	RECORD OF SURVEY
SF	SQUARE FEET
6	SHEET NUMBER REFERENCE



- NOTES
- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
 - ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
 - DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
 - TOTAL AREA FOR THIS "FINAL MAP OF ARISTA DEL SOL - PHASE 3A IS 8.084 ± ACRES, CONSISTING OF 55 DEVELOPMENT LOTS, AND 1 LANDSCAPE LOT.
 - LOT P IS FOR LANDSCAPE, PEDESTRIAN PURPOSES, AND FEE TITLE SHALL BE CONVEYED TO THE CITY OF RANCHO CORDOVA BY A SEPARATE INSTRUMENT.
 - PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENT, NOT SHOWN HEREON, IS HEREBY ABANDONED:
 - TEMPORARY CONSTRUCTION EASEMENT PER DOC#202104300124

- REFERENCES:
- ARISTA SEL SOL PHASE 1 438 BM 3
 - THE RANCH VILLAGE 12-2
 - GRANTLINE 220 LARGE LOT MAP 442 BM 13
- BASIS OF BEARINGS
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF LOT 367 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP OF ARISTA DEL SOL - PHASE 1", FILED FOR RECORD IN BOOK 438 OF MAPS, AT PAGE 3, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID NORTH LINE IS NORTH 00°56'18" WEST. DISTANCES SHOWN ARE GROUND BASED.

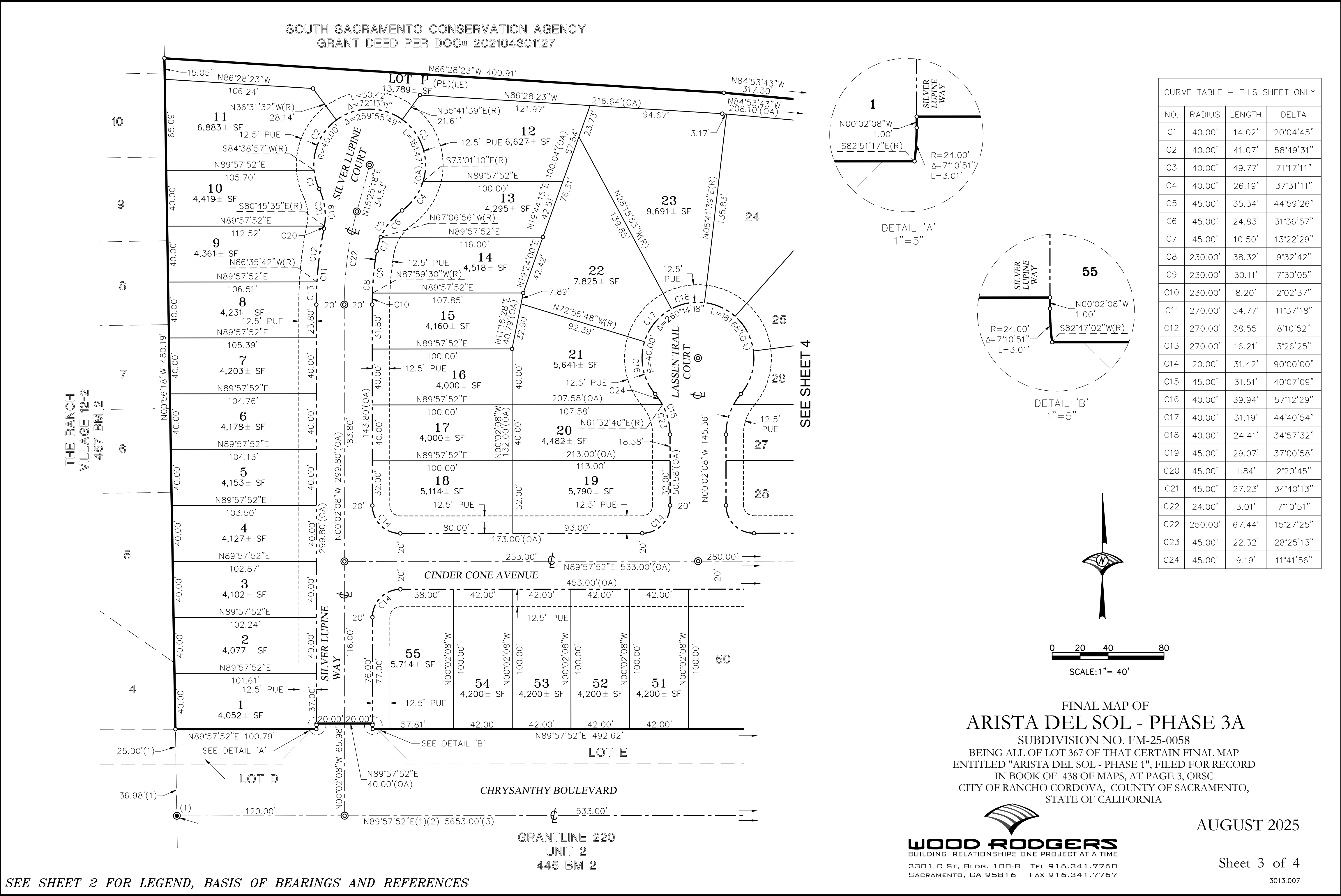
FINAL MAP OF
ARISTA DEL SOL - PHASE 3A
SUBDIVISION NO. FM-25-0058
BEING ALL OF LOT 367 OF THAT CERTAIN FINAL MAP
ENTITLED "ARISTA DEL SOL - PHASE 1", FILED FOR RECORD
IN BOOK OF 438 OF MAPS, AT PAGE 3, ORSC
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

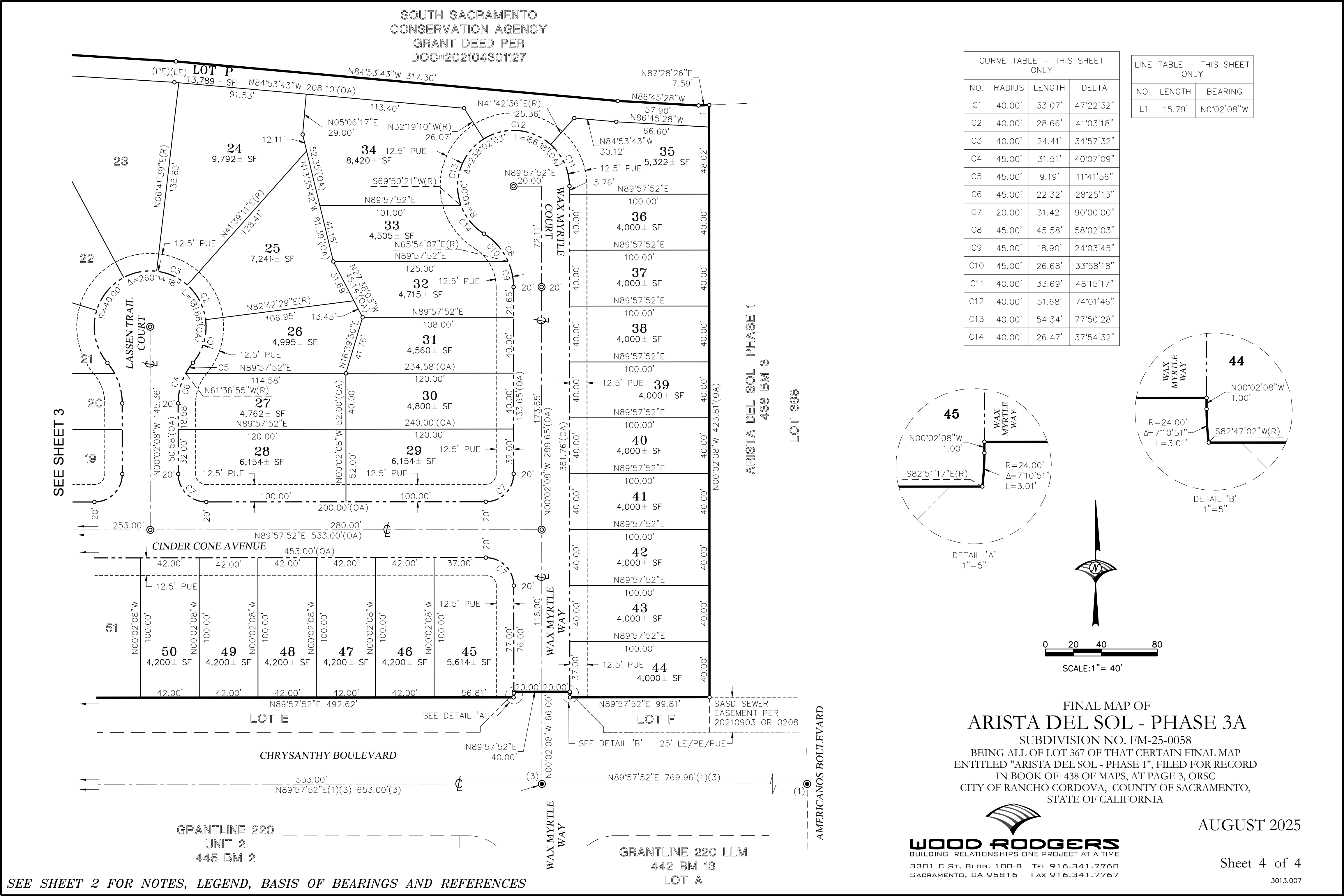
WOOD ROGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

AUGUST 2025

Sheet 2 of 4

3013.007



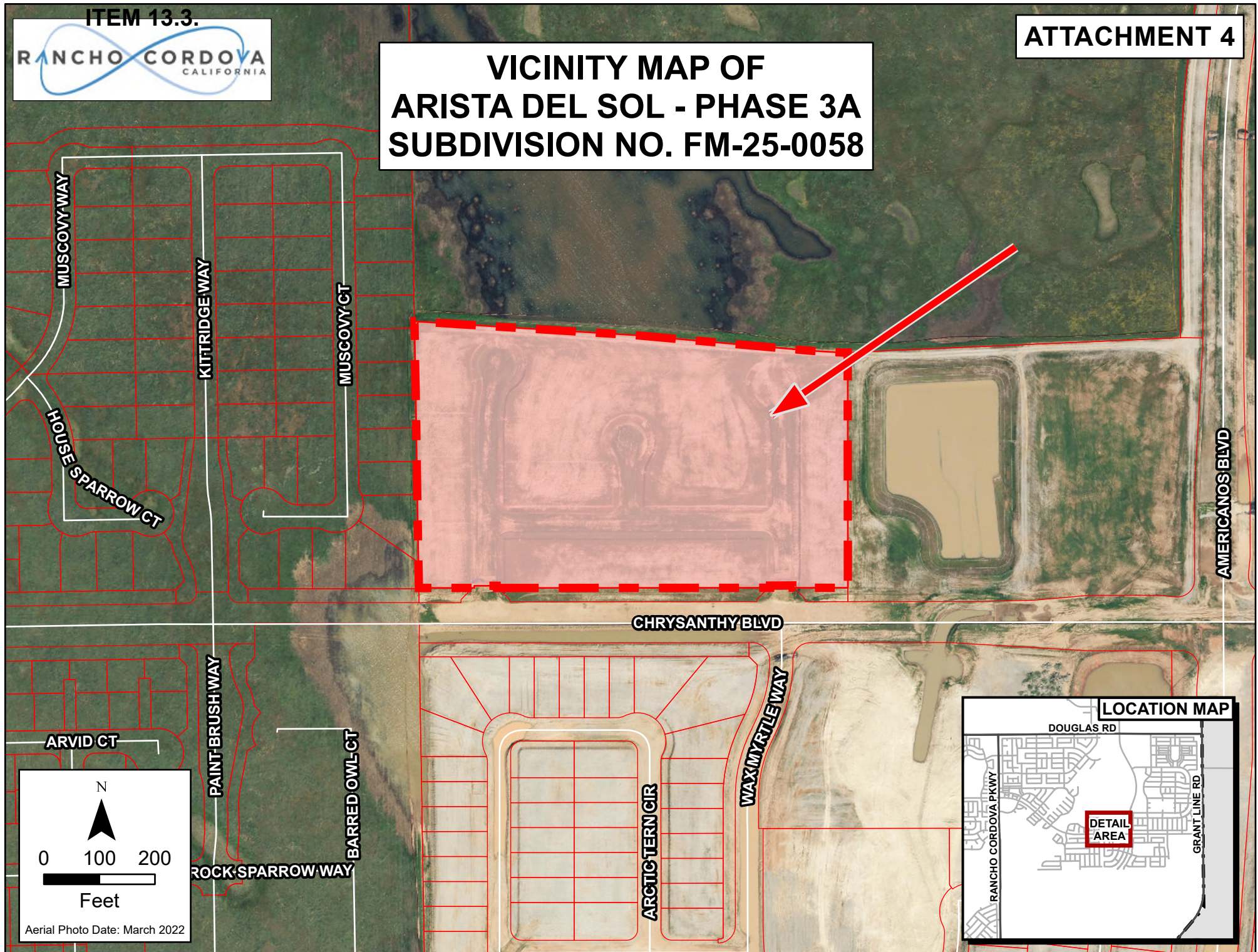


ITEM 13.3.



ATTACHMENT 4

VICINITY MAP OF ARISTA DEL SOL - PHASE 3A SUBDIVISION NO. FM-25-0058



MEMORANDUM



ITEM 13.4.

DATE: August 4, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Principal Civil Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FINAL MAP OF ARISTA DEL SOL PHASE 3B, SUBDIVISION NO. FM-25-0059 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2025-91 WITH WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2025-91, [Attachment 2](#), guaranteeing the construction of public roads and utilities with Woodside 05N, LP, and the recording of the Final Subdivision Map for Arista Del Sol Phase 3B, north of Chrysanthy Blvd and west of Grant Line Rd.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map on September 2, 2014. The Final Map of Arista Del Sol Phase 1 was approved May 16, 2022, per Resolution No. 64-2022. The Final Map of Arista Del Sol Phase 2 was approved June 17, 2024, per Resolution No. 75-2024. This map is 14.662 acres consisting of 104 development lots. A copy of the Final Map, [Attachment 3](#), and copy of the Vicinity Map, [Attachment 4](#), are included with this letter.

Woodside 05N, LP, has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Youngdahl Consulting Group, Inc. dated August 8, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2025/2026 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact on the City.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-91
3. Final Map
4. Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF ARISTA DEL SOL PHASE 3B, SUBDIVISION NO. FM-25-0059, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2025-91 WITH WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, the City Council approved the Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map on September 2, 2014, per Resolution No. 110-2014; and the Final Map of Arista Del Sol Phase 1 was approved May 16, 2022, per Resolution No. 64-2022; and the Final Map of Arista Del Sol Phase 2 was approved June 17, 2024 per Resolution No. 75-2024; and

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

WHEREAS, the Conditions of Approval have been complied with; and

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Arista Del Sol Phase 3B Subdivision No. FM-25-0059 and does authorize the City Manager to execute Subdivision Improvement Agreement 2025-91 with Woodside 05N, LP, a California Limited Partnership, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ITEM 13.4.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**ARISTA DEL SOL PHASE 3B FINAL MAP
SUBDIVISION NO. FM-25-0059**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **Woodside 05N, LP, a California Limited Partnership**, (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Arista Del Sol Phase 3B Final Map, FM-25-0059** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** In consideration of such approval, Principal

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

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

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

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

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

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

10. **Extension of Completion Date.** If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

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

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$3,574,210.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

13. **Inspection of Work In Progress.** (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total

deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

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

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

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

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

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

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

18. **Attorneys' Fees.** In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

20. **Entire Agreement.** This Agreement and any attachments hereto constitute the

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

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

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

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

SIGNATURE PAGE FOLLOWING

ITEM 13.4.

ATTACHMENT 2
CONTRACT NO. 2025-91

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

Micah Runner, City Manager

WOODSIDE 05N, LP
A California Limited Partnership

BY: WDS, GP Inc
A California Corporation
General Partner



Michael LaFortune, Its Authorized Signer

Date: _____

Date: 6/2/25

ATTEST:

Stacy Leitner, CMC, City Clerk

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 Sacramento

On June 2, 2025 before me, Lisa L Shearon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael LaFortune
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.



Signature Lisa L Shearon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

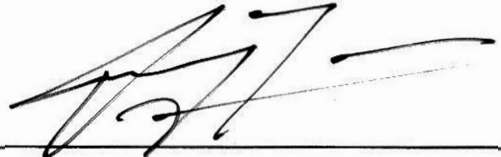
OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF ARISTA DEL SOL - PHASE 3B.

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

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC AVENUES SHOWN HEREON AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
2. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON.

BY: 

NAME: JENNY TAN

TITLE: SUP OF LAND ACQUISITION

RICHMOND AMERICAN HOMES OF MARYLAND INC.
A MARYLAND CORPORATION

SURVEYOR'S STATEMENT

THIS ARISTA DEL SOL - PHASE 3B WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE 05N, LP, IN MAY, 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2027 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, INCLUDING THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS.

WOOD RODGERS, INC.




DENNIS L. BARBER
P.L.S. 8067
7/9/25
DATE

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Placer) SS

ON 10th DAY OF July, 2025 BEFORE ME, Tresha Cleverger
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED Jenny Tan

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/HEY
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: 

PRINTED NAME: Tresha Cleverger

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

Placer County

MY COMMISSION EXPIRES: December 15, 2028

MY COMMISSION No.: 2506908

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP - ARISTA DEL SOL - PHASE 3B - AND FIND IT TO BE TECHNICALLY CORRECT.



JASON J. STILLER
P.L.S. 9271

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED FINAL MAP OF THIS ARISTA DEL SOL - PHASE 3B AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

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

DATED: _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF ARISTA DEL SOL - PHASE 3B AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON SUBJECT TO COMPLETION OF THE IMPROVEMENTS.

BY: _____
CITY CLERK
CITY OF RANCHO CORDOVA

DATED: _____

RECORDER'S STATEMENT

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

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

BY: _____ FEE: \$ _____
DEPUTY RECORDER

FINAL MAP OF
ARISTA DEL SOL - PHASE 3B
SUBDIVISION NO. FM-25-0059
BEING ALL OF LOT 370 OF THAT CERTAIN FINAL MAP
ENTITLED "ARISTA DEL SOL - PHASE 1", FILED FOR RECORD
IN BOOK OF 438 OF MAPS, AT PAGE 3, ORSC
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

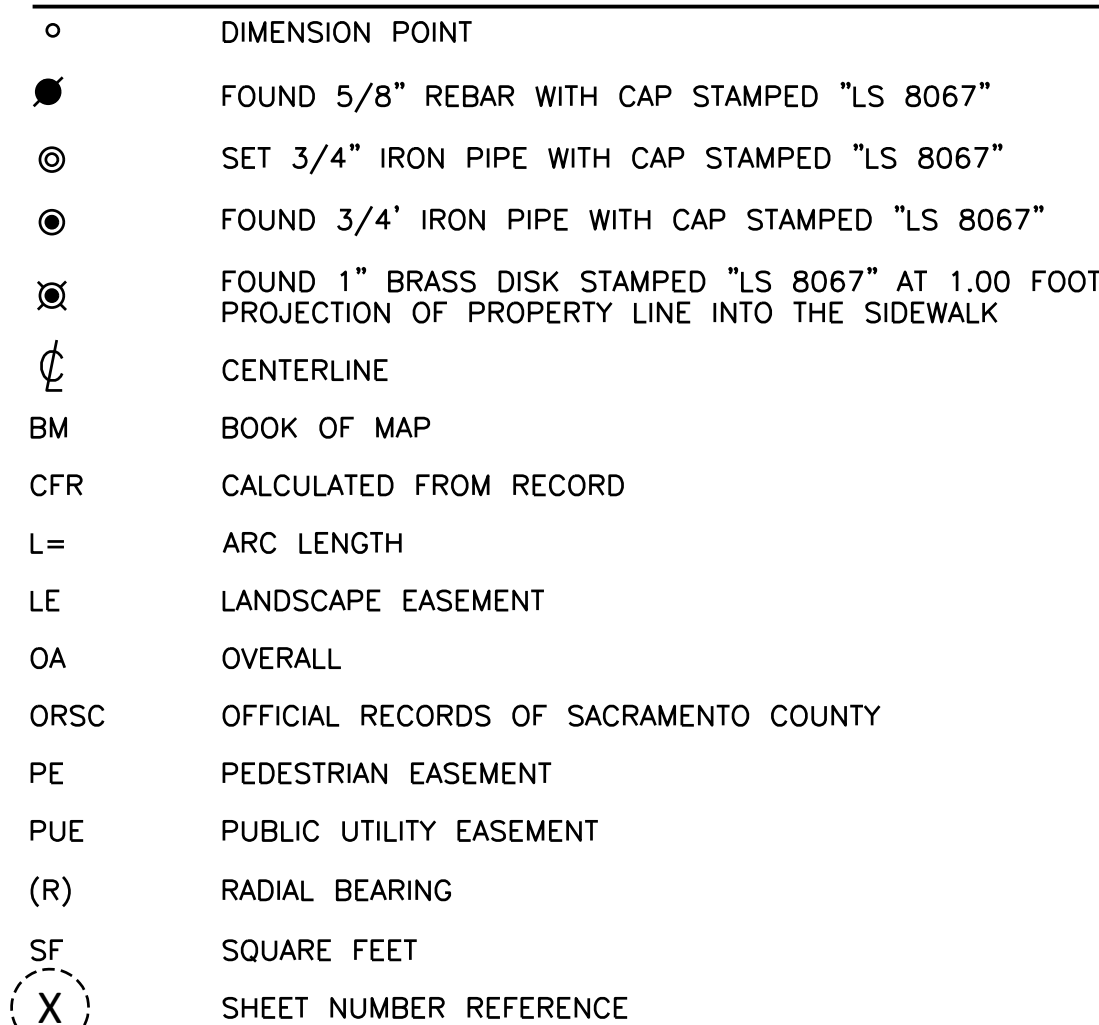

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

AUGUST 2025

Sheet 1 of 5

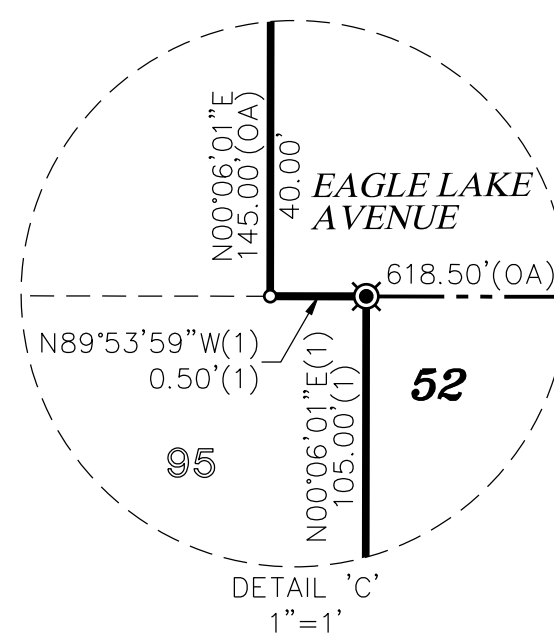
3013.017

LEGEND



NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FINAL MAP OF ARISTA DEL SOL – PHASE 3B" IS 14.662± ACRES, CONSISTING OF 104 DEVELOPMENT LOTS.
5. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENT, NOT SHOWN HEREON, IS HEREBY ABANDONED:
 - 5.1. TEMPORARY CONSTRUCTION EASEMENT PER DOC#202104300124
6. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT REAR LOT CORNERS, ALONG WITH LOT LINE ANGEL POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSET FOR ANGEL POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.



CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	LENGTH	DELTA
C1	20.00'	31.42'	90°00'00"

LINE TABLE — THIS SHEET ONLY		
NO.	LENGTH	BEARING
L1	4.00'	N89°53'59"W
L2	7.00'	N89°53'59"W

REFERENCES:

- | | | | | |
|-----|-------------------------|-----|----|---|
| (1) | ARISTA DEL SOL PHASE 1 | 438 | BM | 3 |
| (2) | ARISTA DEL SOL PHASE 2 | 457 | BM | 1 |
| (3) | GRANTLINE 208 VILLAGE 5 | 427 | BM | 2 |

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF LOT 371 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP OF ARISTA DEL SOL – PHASE 1", FILED FOR RECORD IN BOOK 438 OF MAPS , AT PAGE 3, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID NORTH LINE IS NORTH 89°53'59" WEST. DISTANCES SHOWN ARE GROUND BASED.

FINAL MAP OF ARISTA DEL SOL - PHASE 3B

SUBDIVISION NO. FM-25-0059
BEING ALL OF LOT 370 OF THAT CERTAIN FINAL MAP
ENTITLED "ARISTA DEL SOL - PHASE 1", FILED FOR RECORD
IN BOOK OF 438 OF MAPS, AT PAGE 3, ORSC
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA



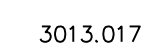
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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

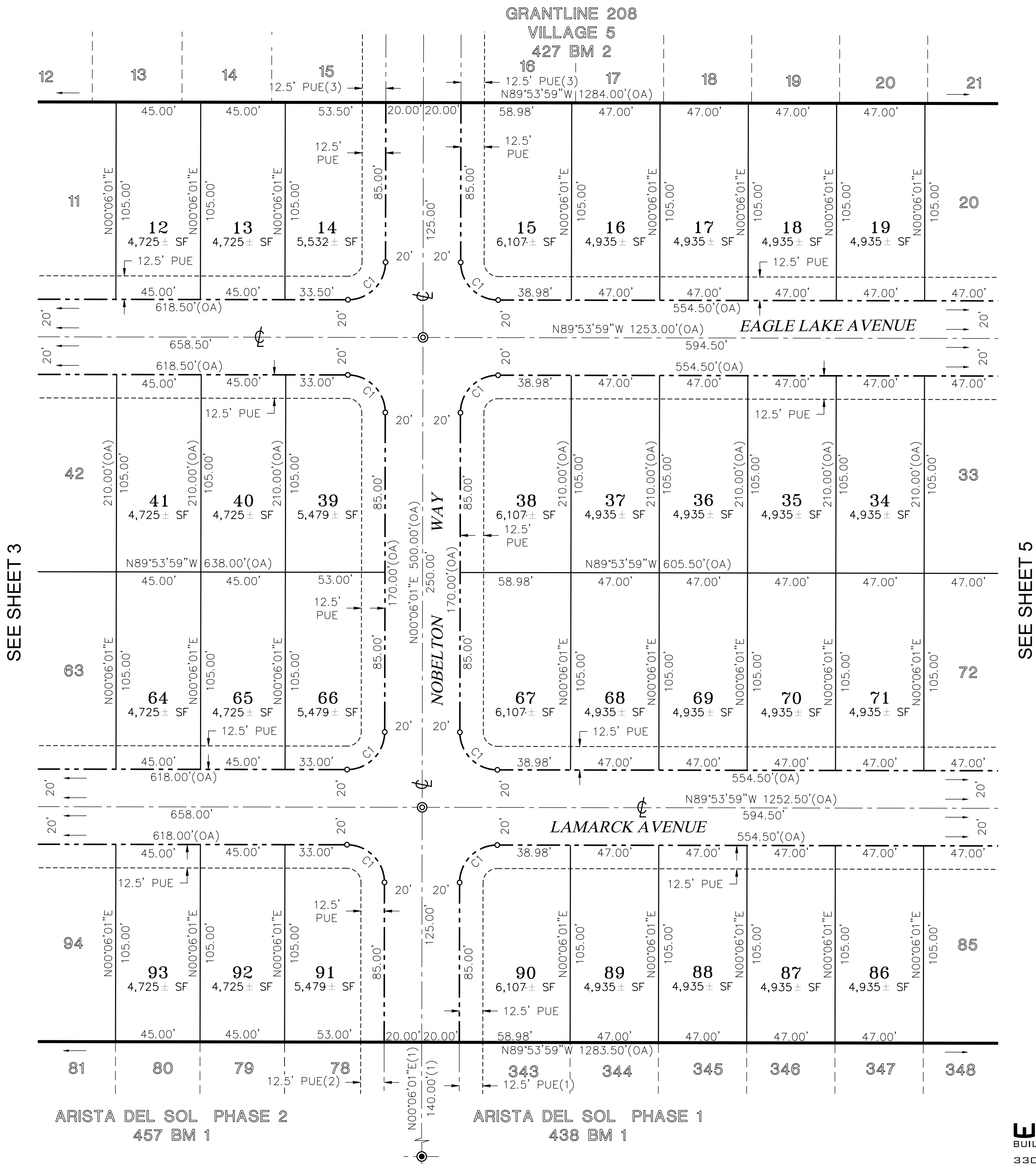
AUGSUT 2025

Sheet 2 of 5

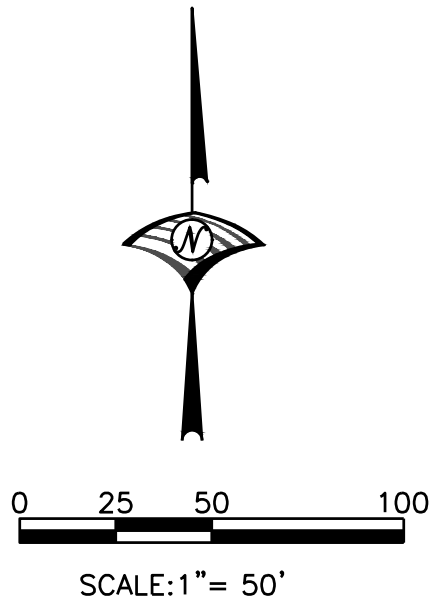
3013.017



Page 116 of 379



CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	LENGTH	DELTA
C1	20.00'	31.42'	90°00'00"



FINAL MAP OF
ARISTA DEL SOL - PHASE 3B
SUBDIVISION NO. FM-25-0059
BEING ALL OF LOT 370 OF THAT CERTAIN FINAL MAP
ENTITLED "ARISTA DEL SOL - PHASE 1", FILED FOR RECORD
IN BOOK OF 438 OF MAPS, AT PAGE 3, ORSC
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA



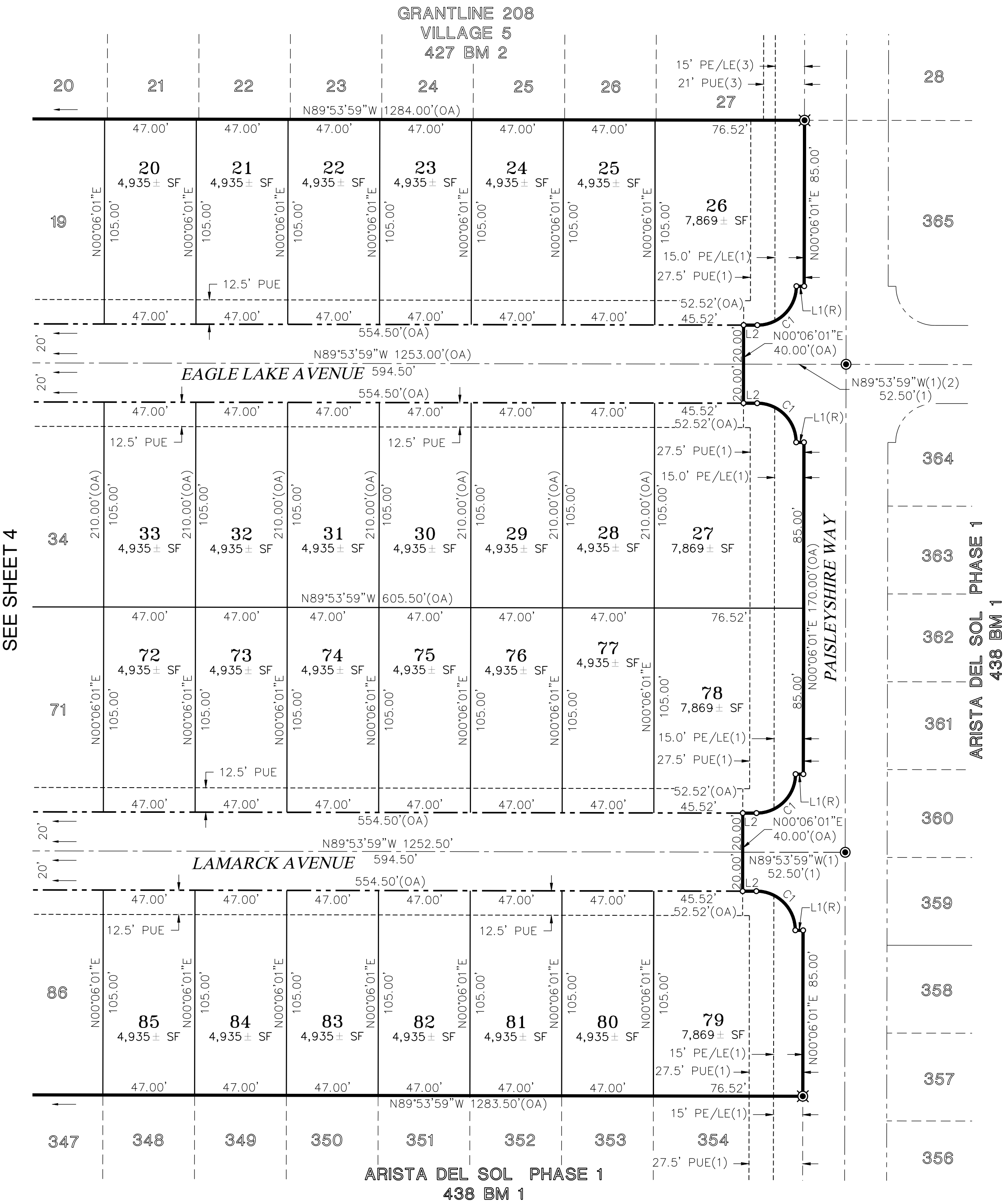
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 D ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

AUGUST 2025

Sheet 4 of 5

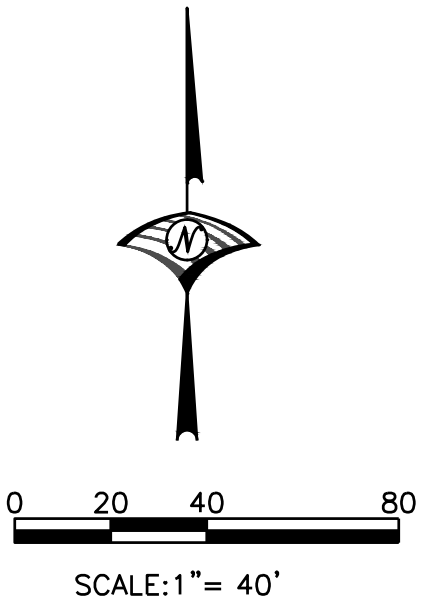
3013.017

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



CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	LENGTH	DELTA
C1	20.00'	31.42'	90°00'00"

LINE TABLE - THIS SHEET ONLY		
NO.	LENGTH	BEARING
L1	4.00'	N89°53'59"W
L2	7.00'	N89°53'59"W



FINAL MAP OF
ARISTA DEL SOL - PHASE 3B
SUBDIVISION NO. FM-25-0059
BEING ALL OF LOT 370 OF THAT CERTAIN FINAL MAP
ENTITLED "ARISTA DEL SOL - PHASE 1", FILED FOR RECORD
IN BOOK OF 438 OF MAPS, AT PAGE 3, ORSC
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA


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

AUGSUT 2025

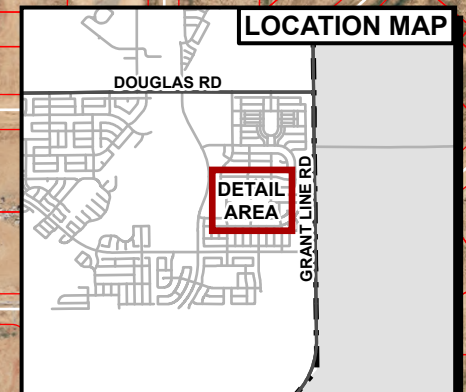
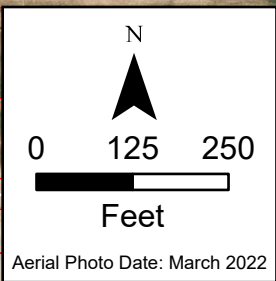
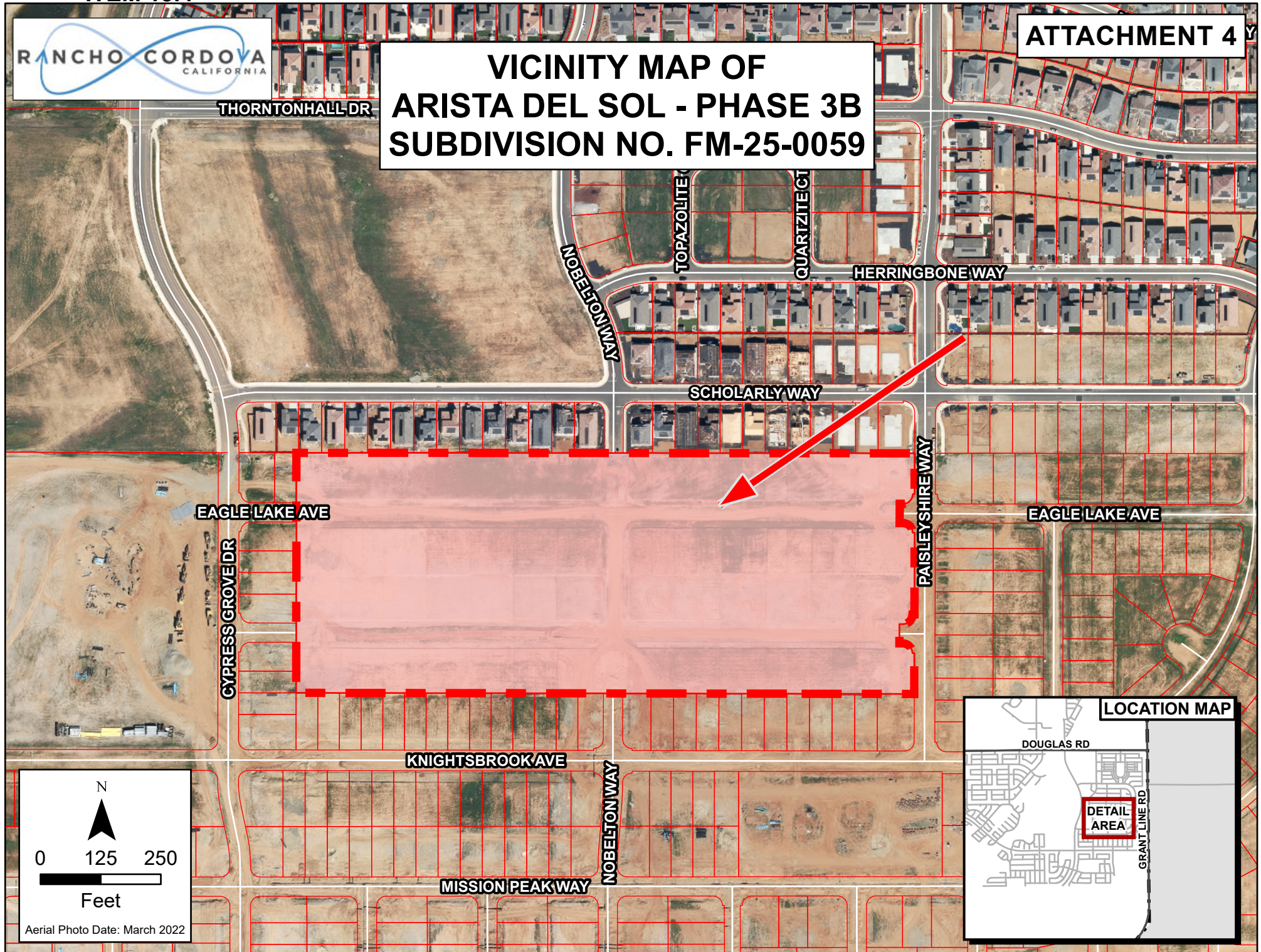
Sheet 5 of 5

3013.017

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



**VICINITY MAP OF
ARISTA DEL SOL - PHASE 3B
SUBDIVISION NO. FM-25-0059**



MEMORANDUM



ITEM 13.5.

DATE: August 4, 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 CHANGE ORDER NO. 2025-4-2 WITH MARTIN GENERAL ENGINEERING, INC., TO INCREASE THE CONTRACT AMOUNT FROM \$370,009.16 TO AN AMOUNT NOT TO EXCEED \$447,656.08 FOR CONSTRUCTION OF THE HSIP 11 SIGNALS AND GRANT LINE ROAD SAFETY IMPROVEMENTS PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow staff to finalize construction of the Grant Line Road Safety Improvements, including the installation of LED warning signs, rumble strips, high-friction surface treatments, and shoulder paving to enhance safety, alert drivers, reduce vehicle skidding and help reduce collisions on this segment.

BACKGROUND

The city received a State Highway Safety Improvement Project (HSIP) Cycle 11 grant in 2023 for the amount of \$819,270 for the Traffic Signals and Grant Line Road Safety Improvements Project. This project includes upgrading various vehicle signal heads along the corridors of Coloma Road, Mather Field Road and International Drive. This project also includes the following improvements along a curve segment on Grant Line Road between White Rock Road and Raymer Way: LED warning signs, rumble strips, shoulder paving and high friction surface treatment, [Attachment 3](#).

On February 3, 2025, the City Council approved a construction contract with Martin General Engineering, Inc. and construction started on March 6, 2025.

Per the Rancho Cordova Municipal Code, Section 3.60.110 C, the City Manager is given the authority to approve change orders up to 10% of the contract value. During construction of the HSIP Cycle 11 Traffic Signals and Grant Line Road Safety Improvements Project, Administrative Change Order No. 1 in the amount of \$32,233.66 was approved for field adjustments to paving limits at the Grant Line Road curve.

Change Order No. 2 is valued at \$77,646.92, which exceeds the City Manager's signing authority, thus requiring City Council approval. This change order represents 1) Required repairs during the construction due to unforeseen conditions; and 2) Final adjustments in bid quantities for construction. The scope of work associated with Change Order No. 2 includes but is not limited to, roadside ditch grading, geogrid installation, additional leveling asphalt course, signage and fence relocation.

Change Order No. 2 fits within the available project budget and staff recommends approval of the change order. The next step is to complete construction in late September 2025.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the Capital Improvement Plan budget for Fiscal Years 2025/2026 and 2026/2027. The Project budget consists of \$819,270 from the Highway Safety Improvement Cycle 11 State Grant program and \$360,730 in Gas Tax. There is no impact to the city's General Fund.

ATTACHMENT(S)

1. Resolution
2. Change Order No. 2025-4-2
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 CHANGE ORDER NO. 2025-4-2 WITH MARTIN GENERAL ENGINEERING, INC., TO INCREASE THE CONTRACT AMOUNT FROM \$370,009.16 TO AN AMOUNT NOT TO EXCEED \$447,655.08 FOR CONSTRUCTION OF THE HSIP 11 SIGNALS AND GRANT LINE ROAD SAFETY IMPROVEMENTS PROJECT

WHEREAS, the city solicited bids for the HSIP Cycle 11 Traffic Signals and Curve Safety Improvements under the requirements of state and local law and publicly opened the bids on January 16, 2025; and

WHEREAS, the lowest responsive and responsible bidder was Martin General, Inc.; and

WHEREAS, on February 3, 2025, City Council approved and entered into a Construction Services Agreement for the purpose of constructing the HSIP 11 Traffic Signals and Grant Line Road Safety Improvement Project; and

WHEREAS, the project will include vehicle signal head improvements along the corridors of Coloma Rd, Mather Field Rd and International Dr and also include LED warning signs, rumble strips, and high friction surface treatment along a segment of Grant Line Rd; and

WHEREAS, the Rancho Cordova Municipal Code (RCMC), Section 3.60.110 C allows the City Manager signing authority up to 10% on construction change orders; and

WHEREAS, Contract Change Order No. 2025-4-1, totaling \$32,233.66, was processed administratively in compliance with RCMC 3.6.110 C and increased the contract amount to \$370,009.16; and

WHEREAS, this change order represents 1) Required repairs during construction due to unforeseen conditions; and 2) Final adjustments in bid quantities for construction; and

WHEREAS, Contract Change Order No. 2025-4-2 in the amount of \$77,646.92 exceeds the City Manager's signing authority; and

WHEREAS, Contract Change Order No. 2025-4-2 will increase the contract amount from \$370,009.16 to an amount not to exceed \$447,656.08; and

WHEREAS, funding for this project is captured in the Capital Improvement Plan budget for Fiscal Years 2025/2026 and 2026/2027, funded by a \$819,270.00 Highway Safety Improvement Cycle 11 State Grant program and \$360,730 in Gas Tax; and

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

ITEM 13.5.

ATTACHMENT 1

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Change Order No. 2025-4-2 with Martin General Engineering Inc. to increase the contract amount from \$370,009.16 to an amount not to exceed \$447,656.08 for the construction of the HSIP 11 Signals and Grant Line Road Safety Improvements Project in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**SECOND AMENDMENT TO THE CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
MARTIN GENERAL ENGINEERING, INC. FOR THE
HSIP 11 TRAFFIC SIGNALS AND GRANT LINE ROAD SAFETY IMPROVEMENT PROJECT**

This First Amendment to the Construction Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Martin General Engineering, Inc. ("Contractor") as of August 4, 2025. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on February 3, 2025, City Council approved and entered into a Construction Services Agreement ("CSA") for the purpose of constructing the HSIP 11 Traffic Signals and Grant Line Road Safety Improvement Project; and

WHEREAS, the project will include vehicle signal head improvements along the corridors of Coloma Rd, Mather Field Rd and International Dr and also include LED warning signs, rumble strips, and high friction surface treatment along a segment of Grant Line Rd; and

WHEREAS, per the City Municipal Code, Section 3.60.110 C, the City Manager is given the authority to approve change orders up to 10% of the contract value; and

WHEREAS, on July 15, 2025, Administrative Contract Amendment 2025-4-01 was executed increasing the contract amount by \$32,233.66 to a not-to-exceed contract amount of \$370,009.16 for repairs and bid quantities adjustments; and

WHEREAS, this Contract Amendment 2025-4-02 will increase the contract amount by \$77,645.92 to a not-to-exceed contract amount of \$447,656.08; and

WHEREAS, this contract amendment 2025-4-02 is associated with 1) Required repairs during construction due to unforeseen conditions; and 2) Final adjustments in bid quantities for construction; and

WHEREAS, the Parties agree that changes to the term and services provided for in the CSA 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 amend Section 4 of the CSA in order to increase the compensation amount to pay Contractor for additional services. Section 4 of the CSA is amended to read as follows:

"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: **Four Hundred Forty-Seven Thousand Six Hundred Fifty-Six Dollars and Eight Cents (\$447,656.08)**. 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."

2. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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

CITY OF RANCHO CORDOVA

CONTRACTOR

Micah Runner, City Manager

Adrian Martin, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A

To: **Martin General Engineering**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

Extra Work at Agreed Lump Sum/Agreed Unit Price

- | | | |
|---|------------------|--------------------|
| 1. PCO#01 – Project Survey: Contractor is directed to verify survey, layout staking, and survey northbound flowline. Payment for work at agreed lump sum. One (1) non-compensable working day has been added for this work. | INCREASE: | \$10,272.00 |
| | | |
| 2. PCO#10 – Additional Chevron Sign: Contractor is directed to install a total of 7 Chevron signs, as shown on the plans. Project specifications lump sum item lists 6 flashing chevrons signs. Payment for additional sign at agreed Lump Sum. One (1) non-compensable working day has been added for this work. | INCREASE: | \$11,860.00 |

Extra Work at Force Account

- | | | |
|---|------------------|--------------------|
| 3. PCO #05 – Geogrid at Digout Repairs: Contractor is directed to install geogrid at digout locations. Payment for work at agreed Force Account. | INCREASE: | \$1,403.96 |
| | | |
| 4. PCO#06 – Unsuitable Material Along the Shoulder: Contractor was directed to digout soft and unsuitable shoulder materials. Payment for work at agreed force account. | INCREASE: | \$4,425.81 |
| | | |
| 5. PCO #7 – Fence Relocate & Tree Removal: Contractor is directed to remove and relocate a section of existing 5-strand barb wire fence (Sta. 23+22 – 22+50), and remove one tree (STA 23+46) to provide additional area for edge of shoulder pavement and drainage swale improvements. Payment for work at agreed Force Account. | INCREASE: | \$1,408.38 |
| | | |
| 6. PCO#08 – Grade Shoulder Flowline: Contractor was directed to perform additional import and grading to facilitate drainage on the northbound shoulder. Payment for work at agreed Force Account. | INCREASE: | \$25,935.50 |
| | | |
| 7. PCO#09 – Leveling Course: Contractor was directed to place a leveling course prior to the high friction grading course. Payment for work at agreed Force Account. | INCREASE: | \$8,334.27 |

Bid Item Quantity Adjustment

- | | | |
|--------------------------|------------------|--------------------|
| 8. Balancing Adjustment: | INCREASE: | \$14,007.00 |
|--------------------------|------------------|--------------------|

Balancing Quantity Adjustment				
Description	Bid Price	Units	Quantity Adjustment	Increase/Decrease Cost
Roadway Excavation	\$161.00	CY	87	\$ 14,007.00
			Total	\$ 14,007.00

Total Cost of Change: \$77,646.92

Project Name: **ITEM 13.5.**
HSIP 11 - Signal Enhancements
and Road Safety Improvements

CITY OF RANCHO CORDOVA
Contract Change Order No. 2

ATTACHMENT 2
Contract Change Order No. 2025-4-2
Sheet 2 of 2
City Contract No. 2025-4
HSIP Cycle 11 – H11-03-018

Resolution 08-2025

Contract Summation:

Original Contract: **\$337,775.50**

Total Change Orders: **\$109,880.58**

New Contract Cost Total: **\$447,656.08**

By reason of this order the time of completion will be adjusted as follows: **2 working days**

Submitted by: _____	Construction Manager/Resident Engineer City of Rancho Cordova	Date: <u>7/15/25</u>
Recommend Approval by: _____	Project Manager City of Rancho Cordova	Date: _____
Approved by: _____	Public Works Director City of Rancho Cordova	Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date: _____ Contractor: Martin General Engineering
By: _____ Title: Project Engineer

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

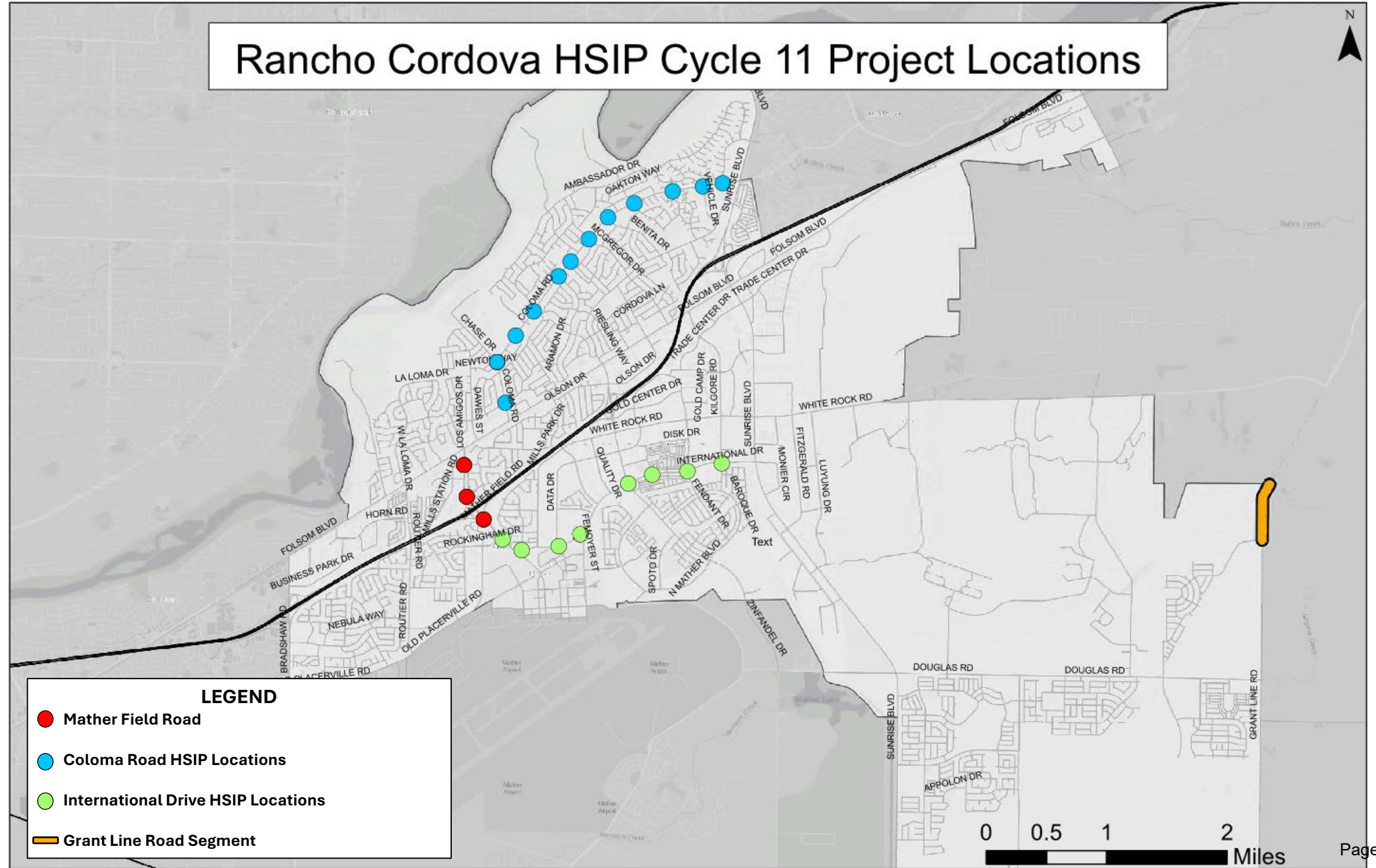
Original to: *Contractor*
City Clerk

Copies to: *Resident Engineer*
City Project Manager

City Manager or Designee
City of Rancho Cordova

Date

Rancho Cordova HSIP Cycle 11 Project Locations



MEMORANDUM



ITEM 13.6.

DATE: August 4, 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 THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

In August 2025, the Owner executed and delivered to the city a separate Request and Unanimous Approval for Annexation and Landowner-Voter Ballot (the "Unanimous Approval") for Improvement Area No. 4 and for Improvement Area No. 5. Adoption of the Resolution would approve the annexation of Improvement Area No. 4 and Improvement Area No. 5 into the Community Facilities District (CFD), establish a bond authorization and appropriation limit for Improvement Area No. 4 and Improvement Area No. 5 in a specified amount, approve the Rate and Method of Appointment for each of Improvement Area No. 4 and Improvement Area No. 5, and direct the City Clerk to execute and record the Boundary Map and Notice of Special Tax Lien for Improvement Area No. 4 and Improvement Area No. 5.

BACKGROUND

On October 18, 2021, the city adopted a Resolution of Intention to establish a Community Facilities District (CFD) and Future Annexation Area for The Ranch project. On December 6, 2021, the city adopted a Resolution forming CFD No. 2021-1 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 the Unanimous Approval of the landowner without Council action, provided however, if a maximum special tax amount for an Improvement Area to be newly established is greater than 120% of the maximum amount applicable in Improvement Area No. 1 of the CFD, Council action shall be required to establish a differing Rate and Method

of Apportionment of Special Tax (the “RMA”) for such Improvement Area.

The owner of all the territory within the Future Annexation Area has requested two separate tracts of land within the Future Annexation Area be annexed into the CFD as the newly created “Improvement Area No. 4” and “Improvement Area No. 5,” respectively, and has requested they be annexed with a maximum special tax greater than 120% of the maximum amount applicable in Improvement Area No. 1 of the CFD due to the increase of home types, sizes and prices planned for Improvement Area No. 4 and Improvement Area No. 5.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the city. Any Special Tax Bonds to be issued on behalf of the CFD are secured solely by the Special Tax levies within the District and are not debt of the city's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A1 to the Resolution - The Ranch Improvement Area No 4 RMA
3. Exhibit A2 to the Resolution - The Ranch Improvement Area No 5 RMA
4. Exhibit B1 to the Resolution - Unanimous Approval Improvement Area No. 4
5. Exhibit B2 to the Resolution - Unanimous Approval Improvement Area No. 5
6. Consolidated Boundary Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION APPROVING A RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES WITHIN IMPROVEMENT AREAS TO BE ANNEXED INTO THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1

WHEREAS, this Council has previously established The Ranch Community Facilities District No. 2021-1 (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. 195-2021 adopted on December 6, 2021 (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, provided however, if a maximum special tax amount for an Improvement Area to be newly established is greater than 120% of the maximum amount applicable in Improvement Area No. 1 of the CFD, Council action shall be required to establish a differing Rate and Method for such Improvement Area; and

WHEREAS, the sole owner of all the territory within the Future Annexation Area (the "Owner") desires to annex two separate tracts of land within the Future Annexation Area to the CFD as newly created "Improvement Area No. 4" and "Improvement Area No. 5," respectively, of the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1 (collectively, "Improvement Area No. 4 and Improvement Area No. 5"), and has requested they be annexed with a maximum special tax greater than 120% of the maximum amount applicable in Improvement Area No. 1 of the CFD due to the increase of home types, sizes and prices planned for Improvement Area No. 4 and Improvement Area No. 5; and

WHEREAS, the Owner has executed and delivered to the city a separate "Request and Unanimous Approval for Annexation and Landowner-Voter Ballot" (each a "Unanimous Approval") for Improvement Area No. 4 and for Improvement Area No. 5 substantially in the forms attached hereto as Exhibits B-1 and B-2, respectively, pursuant to which the Owner has requested annexation of Improvement Area No. 4 and Improvement Area No. 5 (described in each Unanimous Approval) into the CFD, establishment of a bond authorization and appropriation limit for each of Improvement Area No. 4 and Improvement Area No. 5 in a specified amount, and voted in favor of establishing the Rate and Method of Apportionment of Special Tax (the "RMA") for each of Improvement Area No. 4 and Improvement Area No. 5 substantially in the forms attached as Exhibits A-1 and A-2 hereto, and sets forth other matters related thereto; and

WHEREAS, pursuant to each Unanimous Approval, the Owner has certified that, based upon their knowledge and familiarity with the land within Improvement Area No. 4 and Improvement Area No. 5 there are no registered voters residing on any of the land within Improvement Area No. 4 and Improvement Area No. 5 and that it comprises the sole ownership entity which is the record Owner of all the land within Improvement Area No. 4 and Improvement Area No. 5; and

WHEREAS, on the date hereof, the Owner has submitted to the Council included within each Unanimous Approval a landowner ballot with respect to the land it owns in Improvement Area No. 4 and in Improvement Area No. 5, respectively, and marked "Yes" to indicate support for a ballot measure to make the changes requested by each Unanimous Approval, and each executed Unanimous Approval and ballot is on file with the Clerk; and

WHEREAS, on the basis of each Unanimous Approval and each ballot, this Council finds that the Owner of one hundred percent (100%) of the property within Improvement Area No. 4 and Improvement Area No. 5 which would be affected by the adoption and approval of the matters stated therein, has requested, consented to and voted in favor of such adoption and approval in order to more effectively accomplish the authorized purposes of the CFD and Improvement Area No. 4 and Improvement Area No. 5; and

WHEREAS, the Council wishes to accept each Unanimous Approval, accept the annexation of the territory within the proposed Improvement Area No. 4 and Improvement Area No. 5 into the CFD, and approve and adopt the RMA for Improvement Area No. 4 and Improvement Area No. 5, acknowledge acceptance of the bonded indebtedness and appropriation limit for Improvement Area No. 4 and Improvement Area No. 5, all in furtherance of the authorized purposes of the CFD and Improvement Area No. 4 and Improvement Area No. 5, and all as requested and approved by the Owner in each Unanimous Approval.

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

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 in the Sacramento County Recorder's Office on November 15, 2021 in Book 135 at Page 36 of Maps of Assessment and Community Facilities Districts as Document No. 2021-11150034, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the annexation of Improvement Area No. 4 and Improvement Area No. 5 to the CFD, on file with the Clerk, 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, 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. Each RMA described herein is hereby approved and adopted and for all future purposes of the applicable Improvement Area No. 4 and Improvement Area No. 5, unless and until changed by future action of the Council in accordance with the Act.

Section 4. The Council hereby finds and declares that each revised RMA affects only the land within the applicable Improvement Area No. 4 and Improvement Area No. 5, and the ballot measure submitted to and by the Owner as part of each Unanimous Approval constitutes the favorable vote of the landowner of all the territory within the applicable Improvement Area No. 4 and Improvement Area No. 5 as permitted by Section 53329.6 of the Act and waiver of time limits and requirements pertaining to the conduct of each election as permitted by Section 53326 of the Act, with the Owner being the sole qualified elector entitled to vote in each election, has been passed and approved by each unanimous "Yes" vote of said landowner, as the sole qualified voter and the matters set forth therein are hereby declared as passed.

Section 5. The issuance of bonded indebtedness in one or more series secured by special taxes in Improvement Area No. 4 up to a maximum limit of \$22,250,000 and the establishment of an appropriations limit applicable to Improvement Area No. 4 of \$22,250,000 are approved. The issuance of bonded indebtedness in one or more series secured by special taxes in Improvement Area No. 5 up to a maximum limit of \$13,870,000 and the establishment of an appropriations limit applicable to Improvement Area No. 5 of \$13,870,000 are approved. After the issuance of the final series of bonds for an Improvement Area, 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 City Clerk is hereby directed to cause the preparation and recordation of a separate Notice of Special Tax Lien for each of Improvement Area No. 4 and Improvement Area No. 5 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 4th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

**IMPROVEMENT AREA NO. 4 OF THE
CITY OF RANCHO CORDOVA
THE RANCH
COMMUNITY FACILITIES DISTRICT NO. 2021-1**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 4 of the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1 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. 4, 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. 4 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. 4, 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. 4 and the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

"Annexation Date" means the date on which the property in Improvement Area No. 4 was annexed to the CFD.

ITEM 13.6.

“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. 4 to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1.

“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. 4 at the Annexation 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 at the Annexation 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. 4.

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

“Improvement Area No. 4” means Improvement Area No. 4 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 Annexation Date.

“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. 4 that does not fit within the definition of Single Family Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 4.

“Owners Association Property” means any property within the boundaries of Improvement Area No. 4 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. 4 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, or apartment building. A second unit (granny flat) that shares a Parcel with an SFD Unit will not be considered a Residential Unit for purposes of levying the Special Tax.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential unit that does not share a common wall with another residential unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Special Tax” means a special tax levied in any Fiscal Year 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. 4 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. 4, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property or Developed Property, as defined herein.

“Village” means a specific geographic area within Improvement Area No. 4 that (i) is identified by an assigned number on Attachment 1, (ii) is expected to have single family lots that are all of a similar size, and (iii) is assigned Expected Maximum Special Tax Revenues in Attachment 2 based on the Expected Land Uses for that Village.

“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 Property or Other Property, (iii) for Single Family Property, determine within which Village each Parcel of Developed Property is located and the number of Residential Units on the Parcel; (iv) for Other Property, determine the Acreage of each Parcel; and (v) 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. 4 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 2025-26 *
<u>Single Family Property</u> Village 22 Villages 18 & 21-2 Village 15-2 Village 12-2	\$2,353 per Residential Unit or SFD Lot \$3,048 per Residential Unit or SFD Lot \$3,144 per Residential Unit or SFD Lot \$4,012 per Residential Unit or SFD Lot
Other Property	\$33,660 per Acre

* On July 1, 2026, 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.

ITEM 13.6.

Exhibit A1 to the Resolution

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 \$33,660 per Acre for Fiscal Year 2025-26, which amount shall increase on July 1, 2026 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 at the Annexation 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. 4 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 a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 4. 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. 4.

4. *Transfer of Expected Maximum Special Tax Revenues from One Village to Another*

The Expected Maximum Special Tax Revenues were determined for each Village based on the Expected Land Uses within that Village. If the expected number of Residential Units is transferred from one Village to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Special Tax Revenues between the Villages. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Special Tax Revenues as a result of the transfer. In addition, the Administrator shall update Attachment 2 to reflect the transfer and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 4.

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 2065-66. 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 \$13 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. 4. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 4 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. 4 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.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 4, 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.

2. *Partial Prepayment*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than 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. 4 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. 4 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. 4, 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

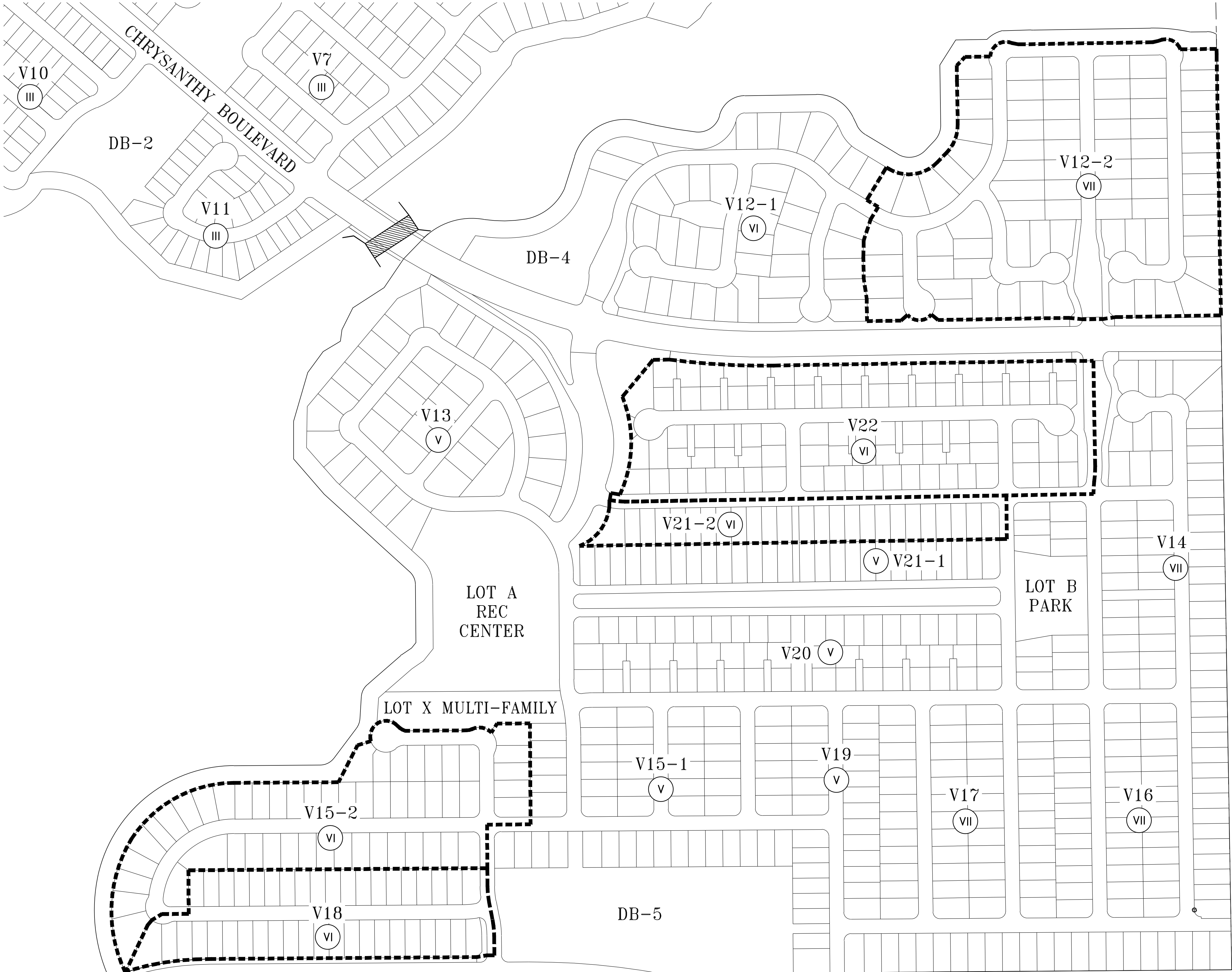
**Improvement Area No. 4 of the
City of Rancho Cordova
The Ranch
Community Facilities District No. 2021-1**

**The Ranch
Expected Lot Layout in Improvement Area No. 4**

IMPROVEMENT AREA #4

THE RANCH - LOT LAYOUT

K. HOVNANIAN HOMES
RANCHO CORDOVA, CALIFORNIA
APRIL 2025



VILLAGE ACREAGE			
VILLAGE #	GROSS AREA (ACRES)	NET AREA SFR LOTS ONLY (ACRES)	UNITS
VILLAGE 12-2	19.00	12.35	77
VILLAGE 15-2	8.55	6.78	51
VILLAGE 18	7.27	4.58	41
VILLAGE 21-2	3.31	2.74	25
VILLAGE 22	13.91	8.52	90

ATTACHMENT 2

**Improvement Area No. 4 of the
City of Rancho Cordova
The Ranch
Community Facilities District No. 2021-1**

**Expected Land Uses and Expected Maximum Special Tax Revenues
in Improvement Area No. 4**

Village	Expected Land Uses	Base Special Tax (FY 2025-26) *	Expected Maximum Special Tax Revenues (FY 2025-26) *
Village 22	90 Residential Units	\$2,353 per Residential Unit	\$211,770
Villages 18 & 21-2	66 Residential Units	\$3,048 per Residential Unit	\$201,168
Village 15-2	51 Residential Units	\$3,144 per Residential Unit	\$160,344
Village 12-2	77 Residential Units	\$4,012 per Residential Unit	\$308,924
Expected Maximum Special Tax Revenues (FY 2025-26 \$)			\$882,206

* On July 1, 2026, 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.

**IMPROVEMENT AREA NO. 5 OF THE
CITY OF RANCHO CORDOVA
THE RANCH
COMMUNITY FACILITIES DISTRICT NO. 2021-1**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 5 of the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1 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. 5, 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. 5 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. 5, 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. 5 and the CFD.

“Administrator” shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

“Annexation Date” means the date on which the property in Improvement Area No. 5 was annexed to the CFD.

ITEM 13.6.

Exhibit A2 to the Resolution

“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. 5 to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1.

“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. 5 at the Annexation 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 at the Annexation 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. 5.

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

“Improvement Area No. 5” means Improvement Area No. 5 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 Annexation Date.

“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. 5 that does not fit within the definition of Single Family Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 5.

“Owners Association Property” means any property within the boundaries of Improvement Area No. 5 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. 5 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, or apartment building. A second unit (granny flat) that shares a Parcel with an SFD Unit will not be considered a Residential Unit for purposes of levying the Special Tax.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential unit that does not share a common wall with another residential unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Special Tax” means a special tax levied in any Fiscal Year 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. 5 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. 5, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property or Developed Property, as defined herein.

“Village” means a specific geographic area within Improvement Area No. 5 that (i) is identified by an assigned number on Attachment 1, (ii) is expected to have single family lots that are all of a similar size, and (iii) is assigned Expected Maximum Special Tax Revenues in Attachment 2 based on the Expected Land Uses for that Village.

“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 Property or Other Property, (iii) for Single Family Property, determine within which Village each Parcel of Developed Property is located and the number of Residential Units on the Parcel; (iv) for Other Property, determine the Acreage of each Parcel; and (v) 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. 5 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 2025-26 *
<u>Single Family Property</u> Village 16 Villages 14 & 17	\$3,048 per Residential Unit or SFD Lot \$3,144 per Residential Unit or SFD Lot
Other Property	\$33,790 per Acre

* On July 1, 2026, 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.

ITEM 13.6.

Exhibit A2 to the Resolution

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 \$33,790 per Acre for Fiscal Year 2025-26, which amount shall increase on July 1, 2026 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 at the Annexation 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. 5 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.

ITEM 13.6.

Exhibit A2 to the Resolution

2. *Partial Prepayments*

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 5. 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. 5.

4. *Transfer of Expected Maximum Special Tax Revenues from One Village to Another*

The Expected Maximum Special Tax Revenues were determined for each Village based on the Expected Land Uses within that Village. If the expected number of Residential Units is transferred from one Village to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Special Tax Revenues between the Villages. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Special Tax Revenues as a result of the transfer. In addition, the Administrator shall update Attachment 2 to reflect the transfer and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 5.

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 2065-66. 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 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. 5. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 5 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. 5 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.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 5, 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.

2. *Partial Prepayment*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than 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. 5 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. 5 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. 5, 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.

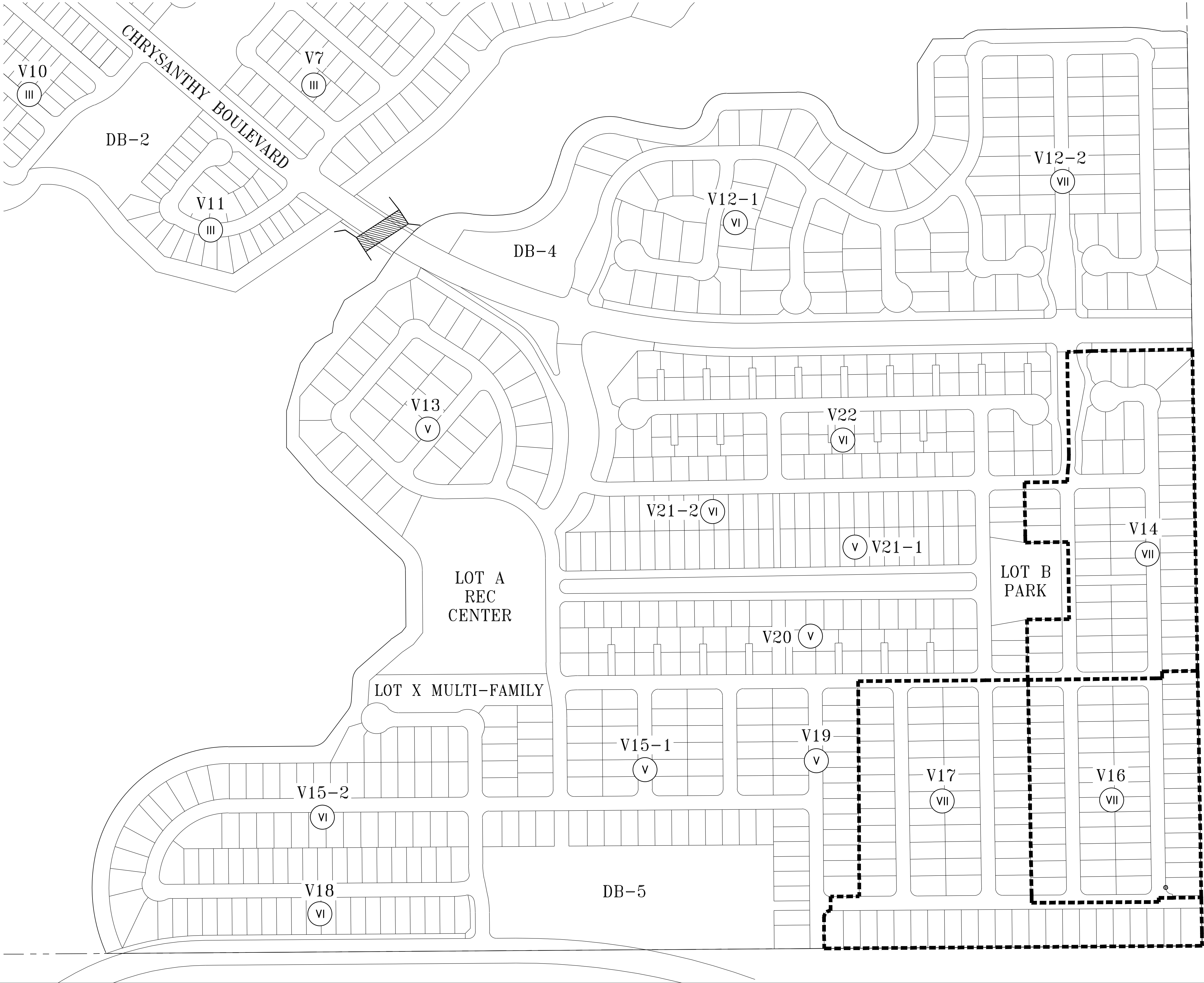
ATTACHMENT 1

**Improvement Area No. 5 of the
City of Rancho Cordova
The Ranch
Community Facilities District No. 2021-1**

**The Ranch
Expected Lot Layout in Improvement Area No. 5**

IMPROVEMENT AREA #5 THE RANCH - LOT LAYOUT

K. HOVNANIAN HOMES
RANCHO CORDOVA, CALIFORNIA
APRIL 2025



VILLAGE ACREAGE			
VILLAGE #	GROSS AREA (ACRES)	NET AREA SFR LOTS ONLY (ACRES)	UNITS
VILLAGE 14	9.04	6.81	53
VILLAGE 16	7.67	6.05	53
VILLAGE 17	11.04	8.86	70

ATTACHMENT 2

**Improvement Area No. 5 of the
City of Rancho Cordova
The Ranch
Community Facilities District No. 2021-1**

**Expected Land Uses and Expected Maximum Special Tax Revenues
in Improvement Area No. 5**

Village	Expected Land Uses	Base Special Tax (FY 2025-26) *	Expected Maximum Special Tax Revenues (FY 2025-26) *
Village 16	53 Residential Units	\$3,048 per Residential Unit	\$161,544
Villages 14 & 17	123 Residential Units	\$3,144 per Residential Unit	\$386,712
Expected Maximum Special Tax Revenues (FY 2025-26 \$)			\$548,256

* On July 1, 2026, 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.

CITY OF RANCHO CORDOVA
The Ranch Community Facilities District No. 2021-1Request and Unanimous Approval for Annexation
and Landowner-Voter Ballot
(Improvement Area No. 4)

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

Members of the City Council:

Recitals

- A. The undersigned is the authorized representative of GTIS-HOV HOLDINGS XVI LLC, LLC, a California limited liability company (the "**Landowner**"), the owner of the all the parcels listed in Exhibit A, which parcels collectively comprise of all the land proposed to be included within the respective Improvement Area No. 4 (described herein) from the Future Annexation Area of "The Ranch Community Facilities District No. 2021-1" ("**CFD No. 2021-1**" or "**CFD**").
- B. The Landowner is the sole owner of the fee simple interest in the real property identified in Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**").
- C. Pursuant to the Mello-Roos Community Facilities Act of 1982 (the "**Act**"), the City Council (the "**City Council**") of the City of Rancho Cordova adopted its Resolution No. 195-2021 (the "**Resolution of Formation**") on December 6, 2021, which, among other things:
 1. established the CFD No. 2021-1 and designated Improvement Area No. 1 ("**Improvement Area No. 1**");
 2. designated certain real property as a future annexation area (the "**Future Annexation Area**") to be annexed to CFD No. 2021-1;
 3. authorized CFD No. 2021-1 and every current and future improvement area thereto to finance the costs and expenses of certain public facilities and related payments (together, the "**Facilities**") described in Exhibit B, attached hereto and by this reference incorporated herein; and
 4. approved the form of the rate and method of apportionment for Improvement Area No. 1 (the "**Improvement Area No. 1 RMA**").
- D. The boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are shown on a boundary map (the "**Boundary Map**") that was recorded on November

ITEM 13.6.

Exhibit B1 to the Resolution

15, 2021 at 8:11 a.m., in the Office of the Sacramento County Recorder in Book 135 of Maps of Assessment and Community Facilities Districts at Page 36 as Instrument Number 202111150034.

- E. Pursuant to the Act, on December 6, 2021, the City Council adopted its Resolution No. 196-2021 (the “**Resolution of Necessity**”), which sets forth the necessity for the City to issue special tax bonds or other forms of debt obligations for CFD No. 2021-1 in the following amounts:
1. for Improvement Area No. 1, a not-to-exceed principal amount of \$20,350,000 (“**Improvement Area No. 1 Indebtedness Limit**”); and
 2. for the portion of CFD No. 2021-1 that is not in Improvement Area No. 1, a not-to-exceed principal amount of \$66,120,000 (“**Non-Improvement Area No. 1 Indebtedness Limit**”), with the actual limit for an improvement area created from annexation of all or part of the Future Annexation Area to be identified and approved in accordance with the Annexation Approval Procedures listed below, and the new improvement area’s limit to be subtracted from the Non-Improvement Area No. 1 Indebtedness Limit.
- F. The Resolution of Formation provided that property in the Future Annexation Area may be annexed into CFD No. 2021-1 as its own improvement area (a “**Future Improvement Area**”) or to an existing improvement area, and that the designation of any territory annexing to CFD No. 2021-1 as a Future Improvement Area, the maximum amount of bonded indebtedness and other debt for such Future Improvement Area, the rate and method of apportionment of special tax for such Future Improvement Area and the appropriations limit for such Future Improvement Area would be identified and approved in a unanimous approval (a “**Unanimous Approval**”) executed by property owners in connection with an annexation to the CFD in accordance with certain procedures (the “**Annexation Approval Procedures**”).
- G. The Annexation Approval Procedures include procedures where the annexation of territory in the Future Annexation Area as a Future Improvement Area may be implemented and completed without the need for approval of the City Council of the City, as follows (capitalized terms have the meanings given them in the Resolution of Formation):
1. The rate and method of apportionment of special tax for the Future Improvement Area is prepared by a special tax consultant retained by the City.
 2. The rate and method of apportionment of special tax for the Future Improvement Area complies with the City’s local goals and policies concerning the use of the Act.
 3. The rate and method of apportionment of special tax for the Future Improvement Area does not establish a maximum special tax amount for the initial fiscal year in which the special tax may be levied for any category of special tax set forth in the Improvement Area No. 1 RMA that is greater than 120% of the maximum amount of the same or closest category of special tax for the same fiscal year calculated pursuant to the Improvement Area No. 1 RMA.

ITEM 13.6.

Exhibit B1 to the Resolution

4. The rate and method of apportionment of special tax for the Future Improvement Area does not introduce a type of special tax that was not included in the Improvement Area No. 1 RMA (e.g., a special tax that is levied and must be paid in a single fiscal year).
5. The rate and method of apportionment of special tax for the Future Improvement Area includes a mechanism that protects against revenue loss as a result of land use changes.

The Resolution of Formation provides that if the Annexation Approval Procedures for annexation of territory in the Future Annexation Area as a Future Improvement Area listed above have been satisfied, the Unanimous Approval shall be deemed accepted by the City and the City Clerk shall record an amendment to the notice of special tax lien or a new notice of special tax lien for the CFD pursuant to Streets & Highways Code Section 3117.5.

- H. The Property is part of the Future Annexation Area. The Landowner wishes to annex the Property into CFD No. 2021-1 as a Future Improvement Area. The Landowner believes that the Annexation Approval Procedures listed above for annexation of territory that is in the Future Annexation Area into CFD No. 2021-1 as a Future Improvement Area will be met.
- I. By this instrument, the Landowner identifies, specifies and approves the annexation of the Property to CFD No. 2021-1 as Improvement Area No. 4 of CFD No. 2021-1 ("**Improvement Area No. 4**") and the other matters included herein, without a public hearing, as authorized by the Act and the Resolution of Formation.
- J. The Landowner hereby represents and warrants that, to the best of its knowledge without inquiry, there are no persons resident on the Property that are registered voters.

Approval and Vote

The undersigned representative of the Landowner, on behalf of the entity it represents, hereby petitions, represents, warrants, and certifies to the City as follows:

1. I am familiar with the CFD, the Future Annexation Area and the land therein listed in Exhibit A hereto and proposed to be Improvement Area No. 4 of the CFD.

2. I am familiar with and have personally inspected the land within Improvement Area No. 4, 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 Improvement Area No. 4.

3. The Council is requested to establish Improvement Area No. 4 within the CFD over land shown on the Annexation Map for the captioned Consolidated Boundaries of Cit of Ranch Cordova The Ranch Community Facilities District No. 2021-1, on file with the Clerk, and to establish a special tax applicable to such land as described in Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 4 ("**Improvement Area No. 4 RMA**"), which is attached to this Unanimous Approval as Exhibit C.

4. The Landowner hereby requests that the City record a consolidated map of CFD No. 2021-1 that shows the territory to be annexed as Improvement Area No. 4 in substantially the form and substance of the map attached hereto as Exhibit D.

5. The undersigned is legally entitled and authorized to cast the ballot for the Owner in the landowner, mailed-ballot election to be conducted on _____, 2025 within Improvement Area No. 2021-1 to determine whether to ratify and confirm the Improvement Area No. 4 RMA.

6. The Owner hereby consents to the applicability of the Improvement Area No. 4 RMA to land within Improvement Area No. 4.

7. The Owner hereby requests and provides unanimous approval and consent for the issuance of bonded indebtedness secured by special taxes in Improvement Area No. 4 up to a maximum limit of \$22,250,000 and the establishment of an appropriations limit applicable to Improvement Area No. 4 of \$22,250,000. After the issuance of bonds for Improvement Area No. 4 any authorized but unissued bonds in Improvement Area No. 4 may be reallocated to other improvement areas which are annexed into the CFD.

8. The undersigned, on behalf of the above-named Owner, hereby waives each of the following:

a. any and all minimum time periods relative to the public hearing to be held pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") and the publication of the notice of hearing pursuant to the Act.

b. any and all minimum time periods relative to the landowner-voter election to be held pursuant to the Act to ratify and confirm the Council's approval of the Improvement Area No. 4 RMA;

c. the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of the Act;

d. the requirement to publish notice of the election under the Act;

e. the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees to accept either mailed service or personal service of the ballot;

f. the requirements regarding identification envelopes for the return of mailed ballots contained in the Act;

g. any and all defects in notice or procedure in the process of ordering the Improvement Area No. 4 RMA including but not limited to the public hearing, and conduct of the election, whether known or unknown (other than the right to have ballots accurately counted); and

h. any irregularity in the proceedings that may be claimed as a result of the application of such waivers.

9. The undersigned expressly acknowledges, represents and states that the election is being expedited by the City, pursuant to this waiver and consent, at the particular instance and request of the above-named Owner and this consent and waiver shall constitute a

ballot and vote in favor of such change as indicated following the below signature of each Owner and votes as follows by checking a "yes" vote or a "no" vote to the following ballot measure.

BALLOT MEASURE: Shall the measure pursuant to which (i) City of Rancho Cordova shall incur indebtedness and issue bonds up to \$22,250,000 on behalf of the Improvement Area No. 4 of The Ranch Community Facilities District No. 2021-1 ("CFD"), to acquire and/or construct facilities set forth in the list of authorized facilities for Improvement Area No. 4 attached hereto and pay for the costs of issuing the bonds and related expenses in the list attached hereto; (ii) a special tax shall be levied at rates of \$_____ to \$_____/residential unit (with other property taxed at other rates), subject to annual escalation, through Fiscal Year 2064-65 raising \$_____ in Fiscal Year 2025-26 (assuming full build-out of Improvement Area No. 4), to pay for the principal and interest upon such bonds, to pay the costs of the County in administering Improvement Area No. 4, and to pay for the costs of acquiring and/or constructing said facilities in accordance with the rate and method of apportionment of special taxes for Improvement Area No. 4 attached hereto; and (iii) the annual appropriations limit of the CFD shall initially be \$22,250,000, subject to escalation, be adopted?	<u>YES</u>
	<u>NO</u>

By execution in the space provided below, the undersigned Landowner certifies that such owner has initiated, requested and/or reviewed all the CFD provisions and proceedings leading up to this election, including the list of authorized facilities, the bond indebtedness limit for the CFD, and the Rate and Method of Apportionment, which includes the tax rates and duration of the special tax to be placed on the Landowner's property.

ITEM 13.6.

**ATTACHMENT 4
Exhibit B1 to the Resolution**

The foregoing Unanimous Approval is true and correct and this Request and Unanimous Approval for Annexation is executed and vote has been cast as of _____, 2025, in _____, California.

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

**By: K. Hovnanian at Jaeger Ranch, LLC,
a California limited liability company, its
Managing Member**

By: _____

Name: _____

Its: _____

EXHIBIT A

IDENTIFICATION OF THE PROPERTY

CITY OF RANCHO CORDOVA
The Ranch Community Facilities District No. 2021-1
(Improvement Area No. 4)

Property Owner	APN
GTIS-HOV HOLDINGS XVI LLC, LLC	
GTIS-HOV HOLDINGS XVI LLC, LLC	
GTIS-HOV HOLDINGS XVI LLC, LLC	

EXHIBIT B**DESCRIPTION OF FACILITIES TO BE FINANCED BY THE CFD AND EACH
IMPROVEMENT AREA THEREIN****LIST OF FACILITIES**

The Facilities shown below are to be finance by the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1 (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:

Roadway Facilities

Including: Pavement, Curb, Gutter, Sidewalks, Joint Trench Utilities, Signals, Street Lights, Stop Signs, General Signage, Local & Regional Drainage, Landscaping & Irrigation (incl. backflow preventers), Soundwalls, Entry Monumentation, and Striping

R-1 Chrysanthy Boulevard

R-2 Rancho Cordova Parkway

R-3 North Campus Road

R-2 Any and all major streets, residential collectors and minor residential streets within The Ranch.

Sewer Facilities

S-1 Any and all major Sewer facilities necessary to provide sewer service to The Ranch

Water Facilities

W-1 Any and all major Water facilities necessary to provide water service to The Ranch

Drainage Facilities

D-1 Detention Basin(s)

D-2 Any and all major Drainage facilities necessary to provide drainage conveyance, detention or water quality treatment for The Ranch

Impact, Development Agreement and Sunridge Specific Plan Area Fees

I-1 Transportation Development Impact Fee

ITEM 13.6.**Exhibit B1 to the Resolution**

I-2 Supplemental Transportation Fee

I-3 Community Facilities Impact Fee

I-4 Park Renovation Fee

1-5 SD Roadway Fee

Engineering Studies, Permitting, Public Facilities Report, Financing Plan

E-1 Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, CFD Reports, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sales process.

Other

O-1 Any other facilities serving substantially the same purpose as the above described Facilities.

O-2 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.

Administrative fees include those of the City, the Community Facilities District, the Bond Trustee, the Special Tax Consultant and the Fiscal Agent, related to the Community Facilities District and the Bonds.

**IMPROVEMENT AREA NO. 4 OF THE
CITY OF RANCHO CORDOVA
THE RANCH
COMMUNITY FACILITIES DISTRICT NO. 2021-1**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 4 of the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1 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. 4, 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. 4 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. 4, 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. 4 and the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

"Annexation Date" means the date on which the property in Improvement Area No. 4 was annexed to the CFD.

ITEM 13.6.

Exhibit B1 to the Resolution

“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. 4 to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1.

“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. 4 at the Annexation 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 at the Annexation 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. 4.

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

“Improvement Area No. 4” means Improvement Area No. 4 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 Annexation Date.

“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. 4 that does not fit within the definition of Single Family Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 4.

“Owners Association Property” means any property within the boundaries of Improvement Area No. 4 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. 4 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, or apartment building. A second unit (granny flat) that shares a Parcel with an SFD Unit will not be considered a Residential Unit for purposes of levying the Special Tax.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential unit that does not share a common wall with another residential unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Special Tax” means a special tax levied in any Fiscal Year 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. 4 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. 4, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property or Developed Property, as defined herein.

“Village” means a specific geographic area within Improvement Area No. 4 that (i) is identified by an assigned number on Attachment 1, (ii) is expected to have single family lots that are all of a similar size, and (iii) is assigned Expected Maximum Special Tax Revenues in Attachment 2 based on the Expected Land Uses for that Village.

“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 Property or Other Property, (iii) for Single Family Property, determine within which Village each Parcel of Developed Property is located and the number of Residential Units on the Parcel; (iv) for Other Property, determine the Acreage of each Parcel; and (v) 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. 4 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 2025-26 *
<u>Single Family Property</u> Village 22 Villages 18 & 21-2 Village 15-2 Village 12-2	\$2,353 per Residential Unit or SFD Lot \$3,048 per Residential Unit or SFD Lot \$3,144 per Residential Unit or SFD Lot \$4,012 per Residential Unit or SFD Lot
Other Property	\$33,660 per Acre

* On July 1, 2026, 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.

ITEM 13.6.

Exhibit B1 to the Resolution

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 \$33,660 per Acre for Fiscal Year 2025-26, which amount shall increase on July 1, 2026 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 at the Annexation 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. 4 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.

ITEM 13.6.

Exhibit B1 to the Resolution

2. *Partial Prepayments*

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 4. 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. 4.

4. *Transfer of Expected Maximum Special Tax Revenues from One Village to Another*

The Expected Maximum Special Tax Revenues were determined for each Village based on the Expected Land Uses within that Village. If the expected number of Residential Units is transferred from one Village to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Special Tax Revenues between the Villages. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Special Tax Revenues as a result of the transfer. In addition, the Administrator shall update Attachment 2 to reflect the transfer and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 4.

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 2065-66. 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 \$13 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. 4. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 4 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. 4 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.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 4, 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.

2. *Partial Prepayment*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than 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. 4 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. 4 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. 4, 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

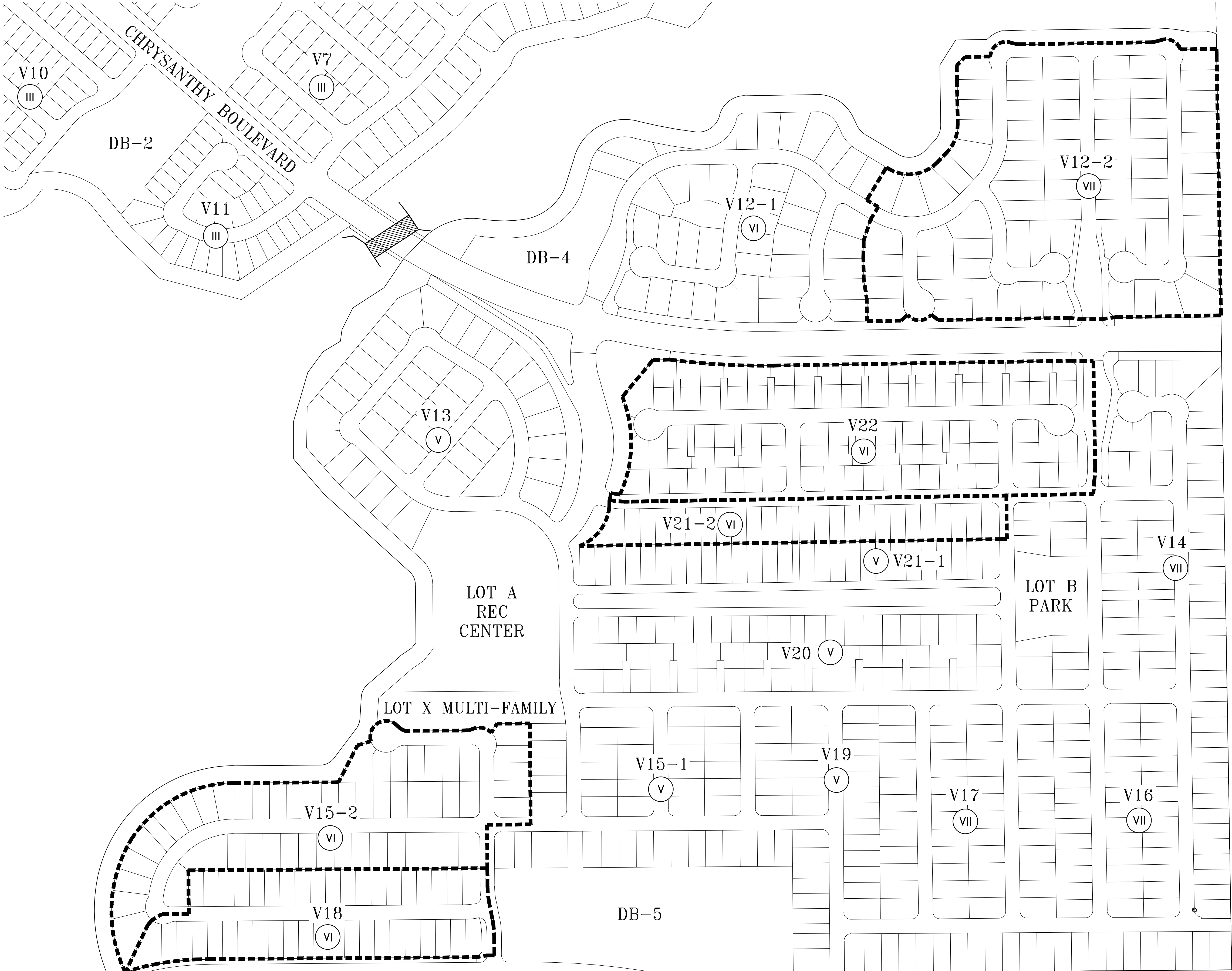
**Improvement Area No. 4 of the
City of Rancho Cordova
The Ranch
Community Facilities District No. 2021-1**

**The Ranch
Expected Lot Layout in Improvement Area No. 4**

IMPROVEMENT AREA #4

THE RANCH - LOT LAYOUT

K. HOVNANIAN HOMES
RANCHO CORDOVA, CALIFORNIA
APRIL 2025



VILLAGE ACREAGE			
VILLAGE #	GROSS AREA (ACRES)	NET AREA SFR LOTS ONLY (ACRES)	UNITS
VILLAGE 12-2	19.00	12.35	77
VILLAGE 15-2	8.55	6.78	51
VILLAGE 18	7.27	4.58	41
VILLAGE 21-2	3.31	2.74	25
VILLAGE 22	13.91	8.52	90

ATTACHMENT 2

**Improvement Area No. 4 of the
City of Rancho Cordova
The Ranch
Community Facilities District No. 2021-1**

**Expected Land Uses and Expected Maximum Special Tax Revenues
in Improvement Area No. 4**

Village	Expected Land Uses	Base Special Tax (FY 2025-26) *	Expected Maximum Special Tax Revenues (FY 2025-26) *
Village 22	90 Residential Units	\$2,353 per Residential Unit	\$211,770
Villages 18 & 21-2	66 Residential Units	\$3,048 per Residential Unit	\$201,168
Village 15-2	51 Residential Units	\$3,144 per Residential Unit	\$160,344
Village 12-2	77 Residential Units	\$4,012 per Residential Unit	\$308,924
Expected Maximum Special Tax Revenues (FY 2025-26 \$)			\$882,206

* On July 1, 2026, 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 D

**CONSOLIDATED BOUNDARY MAP OF
CFD NO. 2021-1**

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 THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1, AND (ii) IMPROVEMENT AREA NO. 3 OF THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1. THIS CONSOLIDATED BOUNDARY MAP SUPERSEDES THE MAP ENTITLED "PROPOSED BOUNDARIES OF THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1," WHICH WAS APPROVED BY RESOLUTION AND FILED FOR RECORD ON NOVEMBER 15, 2021 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SACRAMENTO IN BOOK 135 AT PAGE 36 OF THE MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AS DOCUMENT NO. 2021-11150034.

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

CITY CLERK OF THE CITY OF RANCHO CORDOVA

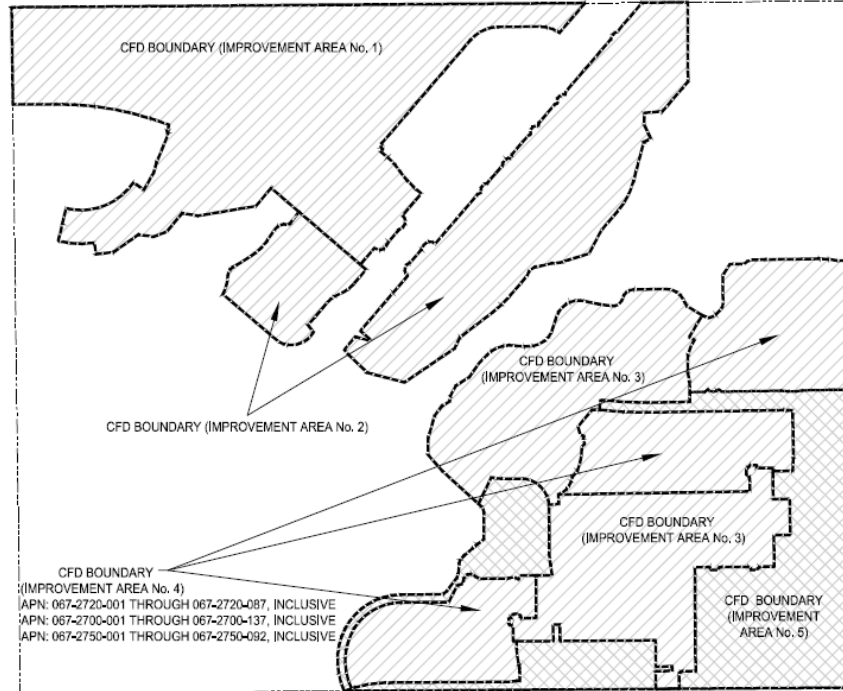
(2) I HEREBY CERTIFY THAT THE WITHIN CONSOLIDATED BOUNDARY MAP FOR THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY AT A MEETING THEREOF HELD ON THE _____ DAY OF _____ 2025, BY ITS RESOLUTION No. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

FILED ON THIS _____ DAY OF _____, 2025, AT THE
HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT
PAGE _____ IN THE OFFICE OF THE ASSESSOR-RECORDER
OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

COUNTY OF SACRAMENTO RECORDER

**CONSOLIDATED BOUNDARIES OF CITY OF RANCHO CORDOVA
THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021 - 1
COUNTY OF SACRAMENTO STATE OF CALIFORNIA**



600' 300' 0 600'



SCALE: 1" = 600'



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

SHEET 1 OF 1

CITY OF RANCHO CORDOVA
The Ranch Community Facilities District No. 2021-1Request and Unanimous Approval for Annexation
and Landowner-Voter Ballot
(Improvement Area No. 5)

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

Members of the City Council:

Recitals

- A. The undersigned is the authorized representative of GTIS-HOV HOLDINGS XVI LLC, LLC, a California limited liability company (the "**Landowner**"), the owner of the all the parcels listed in Exhibit A, which parcels collectively comprise of all the land proposed to be included within the respective Improvement Area No. 5 (described herein) from the Future Annexation Area of "The Ranch Community Facilities District No. 2021-1" ("**CFD No. 2021-1**" or "**CFD**").
- B. The Landowner is the sole owner of the fee simple interest in the real property identified in Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**").
- C. Pursuant to the Mello-Roos Community Facilities Act of 1982 (the "**Act**"), the City Council (the "**City Council**") of the City of Rancho Cordova adopted its Resolution No. 195-2021 (the "**Resolution of Formation**") on December 6, 2021, which, among other things:
 1. established the CFD No. 2021-1 and designated Improvement Area No. 1 ("**Improvement Area No. 1**");
 2. designated certain real property as a future annexation area (the "**Future Annexation Area**") to be annexed to CFD No. 2021-1;
 3. authorized CFD No. 2021-1 and every current and future improvement area thereto to finance the costs and expenses of certain public facilities and related payments (together, the "**Facilities**") described in Exhibit B, attached hereto and by this reference incorporated herein; and
 4. approved the form of the rate and method of apportionment for Improvement Area No. 1 (the "**Improvement Area No. 1 RMA**").
- D. The boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are shown on a boundary map (the "**Boundary Map**") that was recorded on November

ITEM 13.6.

Exhibit B2 to the Resolution

15, 2021 at 8:11 a.m., in the Office of the Sacramento County Recorder in Book 135 of Maps of Assessment and Community Facilities Districts at Page 36 as Instrument Number 202111150034.

- E. Pursuant to the Act, on December 6, 2021, the City Council adopted its Resolution No. 196-2021 (the “**Resolution of Necessity**”), which sets forth the necessity for the City to issue special tax bonds or other forms of debt obligations for CFD No. 2021-1 in the following amounts:
1. for Improvement Area No. 1, a not-to-exceed principal amount of \$20,350,000 (“**Improvement Area No. 1 Indebtedness Limit**”); and
 2. for the portion of CFD No. 2021-1 that is not in Improvement Area No. 1, a not-to-exceed principal amount of \$66,120,000 (“**Non-Improvement Area No. 1 Indebtedness Limit**”), with the actual limit for an improvement area created from annexation of all or part of the Future Annexation Area to be identified and approved in accordance with the Annexation Approval Procedures listed below, and the new improvement area’s limit to be subtracted from the Non-Improvement Area No. 1 Indebtedness Limit.
- F. The Resolution of Formation provided that property in the Future Annexation Area may be annexed into CFD No. 2021-1 as its own improvement area (a “**Future Improvement Area**”) or to an existing improvement area, and that the designation of any territory annexing to CFD No. 2021-1 as a Future Improvement Area, the maximum amount of bonded indebtedness and other debt for such Future Improvement Area, the rate and method of apportionment of special tax for such Future Improvement Area and the appropriations limit for such Future Improvement Area would be identified and approved in a unanimous approval (a “**Unanimous Approval**”) executed by property owners in connection with an annexation to the CFD in accordance with certain procedures (the “**Annexation Approval Procedures**”).
- G. The Annexation Approval Procedures include procedures where the annexation of territory in the Future Annexation Area as a Future Improvement Area may be implemented and completed without the need for approval of the City Council of the City, as follows (capitalized terms have the meanings given them in the Resolution of Formation):
1. The rate and method of apportionment of special tax for the Future Improvement Area is prepared by a special tax consultant retained by the City.
 2. The rate and method of apportionment of special tax for the Future Improvement Area complies with the City’s local goals and policies concerning the use of the Act.
 3. The rate and method of apportionment of special tax for the Future Improvement Area does not establish a maximum special tax amount for the initial fiscal year in which the special tax may be levied for any category of special tax set forth in the Improvement Area No. 1 RMA that is greater than 120% of the maximum amount of the same or closest category of special tax for the same fiscal year calculated pursuant to the Improvement Area No. 1 RMA.

ITEM 13.6.

Exhibit B2 to the Resolution

4. The rate and method of apportionment of special tax for the Future Improvement Area does not introduce a type of special tax that was not included in the Improvement Area No. 1 RMA (e.g., a special tax that is levied and must be paid in a single fiscal year).
5. The rate and method of apportionment of special tax for the Future Improvement Area includes a mechanism that protects against revenue loss as a result of land use changes.

The Resolution of Formation provides that if the Annexation Approval Procedures for annexation of territory in the Future Annexation Area as a Future Improvement Area listed above have been satisfied, the Unanimous Approval shall be deemed accepted by the City and the City Clerk shall record an amendment to the notice of special tax lien or a new notice of special tax lien for the CFD pursuant to Streets & Highways Code Section 3117.5.

- H. The Property is part of the Future Annexation Area. The Landowner wishes to annex the Property into CFD No. 2021-1 as a Future Improvement Area. The Landowner believes that the Annexation Approval Procedures listed above for annexation of territory that is in the Future Annexation Area into CFD No. 2021-1 as a Future Improvement Area will be met.
- I. By this instrument, the Landowner identifies, specifies and approves the annexation of the Property to CFD No. 2021-1 as Improvement Area No. 5 of CFD No. 2021-1 ("**Improvement Area No. 5**") and the other matters included herein, without a public hearing, as authorized by the Act and the Resolution of Formation.
- J. The Landowner hereby represents and warrants that, to the best of its knowledge without inquiry, there are no persons resident on the Property that are registered voters.

Approval and Vote

The undersigned representative of the Landowner, on behalf of the entity it represents, hereby petitions, represents, warrants, and certifies to the City as follows:

1. I am familiar with the CFD, the Future Annexation Area and the land therein listed in Exhibit A hereto and proposed to be Improvement Area No. 5 of the CFD.

2. I am familiar with and have personally inspected the land within Improvement Area No. 5, 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 Improvement Area No. 5.

3. The Council is requested to establish Improvement Area No. 5 within the CFD over land shown on the Annexation Map for the captioned Consolidated Boundaries of Cit of Ranch Cordova The Ranch Community Facilities District No. 2021-1, on file with the Clerk, and to establish a special tax applicable to such land as described in Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 5 ("**Improvement Area No. 5 RMA**"), which is attached to this Unanimous Approval as Exhibit C.

4. The Landowner hereby requests that the City record a consolidated map of CFD No. 2021-1 that shows the territory to be annexed as Improvement Area No. 5 in substantially the form and substance of the map attached hereto as Exhibit D.

5. The undersigned is legally entitled and authorized to cast the ballot for the Owner in the landowner, mailed-ballot election to be conducted on _____, 2025 within Improvement Area No. 2021-1 to determine whether to ratify and confirm the Improvement Area No. 5 RMA.

6. The Owner hereby consents to the applicability of the Improvement Area No. 5 RMA to land within Improvement Area No. 5.

7. The Owner hereby requests and provides unanimous approval and consent for the issuance of bonded indebtedness secured by special taxes in Improvement Area No. 5 up to a maximum limit of \$13,870,000 and the establishment of an appropriations limit applicable to Improvement Area No. 5 of \$13,870,000. After the issuance of bonds for Improvement Area No. 5 any authorized but unissued bonds in Improvement Area No. 5 may be reallocated to other improvement areas which are annexed into the CFD.

8. The undersigned, on behalf of the above-named Owner, hereby waives each of the following:

a. any and all minimum time periods relative to the public hearing to be held pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") and the publication of the notice of hearing pursuant to the Act.

b. any and all minimum time periods relative to the landowner-voter election to be held pursuant to the Act to ratify and confirm the Council's approval of the Improvement Area No. 5 RMA;

c. the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of the Act;

d. the requirement to publish notice of the election under the Act;

e. the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees to accept either mailed service or personal service of the ballot;

f. the requirements regarding identification envelopes for the return of mailed ballots contained in the Act;

g. any and all defects in notice or procedure in the process of ordering the Improvement Area No. 5 RMA including but not limited to the public hearing, and conduct of the election, whether known or unknown (other than the right to have ballots accurately counted); and

h. any irregularity in the proceedings that may be claimed as a result of the application of such waivers.

9. The undersigned expressly acknowledges, represents and states that the election is being expedited by the City, pursuant to this waiver and consent, at the particular instance and request of the above-named Owner and this consent and waiver shall constitute a

ballot and vote in favor of such change as indicated following the below signature of each Owner and votes as follows by checking a "yes" vote or a "no" vote to the following ballot measure.

BALLOT MEASURE: Shall the measure pursuant to which (i) City of Rancho Cordova shall incur indebtedness and issue bonds up to \$13,870,000 on behalf of the Improvement Area No. 5 of The Ranch Community Facilities District No. 2021-1 ("CFD"), to acquire and/or construct facilities set forth in the list of authorized facilities for Improvement Area No. 5 attached hereto and pay for the costs of issuing the bonds and related expenses in the list attached hereto; (ii) a special tax shall be levied at rates of \$_____ to \$_____/residential unit (with other property taxed at other rates), subject to annual escalation, through Fiscal Year 2064-65 raising \$_____ in Fiscal Year 2025-26 (assuming full build-out of Improvement Area No. 5), to pay for the principal and interest upon such bonds, to pay the costs of the County in administering Improvement Area No. 5, and to pay for the costs of acquiring and/or constructing said facilities in accordance with the rate and method of apportionment of special taxes for Improvement Area No. 5 attached hereto; and (iii) the annual appropriations limit of the CFD shall initially be \$13,870,000, subject to escalation, be adopted?	<u>YES</u>
	<u>NO</u>

By execution in the space provided below, the undersigned Landowner certifies that such owner has initiated, requested and/or reviewed all the CFD provisions and proceedings leading up to this election, including the list of authorized facilities, the bond indebtedness limit for the CFD, and the Rate and Method of Apportionment, which includes the tax rates and duration of the special tax to be placed on the Landowner's property.

ITEM 13.6.

**ATTACHMENT 5
Exhibit B2 to the Resolution**

The foregoing Unanimous Approval is true and correct and this Request and Unanimous Approval for Annexation is executed and vote has been cast as of _____, 2025, in _____, California.

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

**By: K. Hovnanian at Jaeger Ranch, LLC,
a California limited liability company, its
Managing Member**

By:_____

Name:_____

Its:_____

EXHIBIT A

IDENTIFICATION OF THE PROPERTY

CITY OF RANCHO CORDOVA
The Ranch Community Facilities District No. 2021-1
(Improvement Area No. 5)

Property Owner	APN
GTIS-HOV HOLDINGS XVI LLC, LLC	
GTIS-HOV HOLDINGS XVI LLC, LLC	
GTIS-HOV HOLDINGS XVI LLC, LLC	

EXHIBIT B**DESCRIPTION OF FACILITIES TO BE FINANCED BY THE CFD AND EACH
IMPROVEMENT AREA THEREIN****LIST OF FACILITIES**

The Facilities shown below are to be finance by the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1 (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:

Roadway Facilities

Including: Pavement, Curb, Gutter, Sidewalks, Joint Trench Utilities, Signals, Street Lights, Stop Signs, General Signage, Local & Regional Drainage, Landscaping & Irrigation (incl. backflow preventers), Soundwalls, Entry Monumentation, and Striping

R-1 Chrysanthy Boulevard

R-2 Rancho Cordova Parkway

R-3 North Campus Road

R-2 Any and all major streets, residential collectors and minor residential streets within The Ranch.

Sewer Facilities

S-1 Any and all major Sewer facilities necessary to provide sewer service to The Ranch

Water Facilities

W-1 Any and all major Water facilities necessary to provide water service to The Ranch

Drainage Facilities

D-1 Detention Basin(s)

D-2 Any and all major Drainage facilities necessary to provide drainage conveyance, detention or water quality treatment for The Ranch

Impact, Development Agreement and Sunridge Specific Plan Area Fees

I-1 Transportation Development Impact Fee

ITEM 13.6.**Exhibit B2 to the Resolution**

I-2 Supplemental Transportation Fee

I-3 Community Facilities Impact Fee

I-4 Park Renovation Fee

1-5 SD Roadway Fee

Engineering Studies, Permitting, Public Facilities Report, Financing Plan

E-1 Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, CFD Reports, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sales process.

Other

O-1 Any other facilities serving substantially the same purpose as the above described Facilities.

O-2 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.

Administrative fees include those of the City, the Community Facilities District, the Bond Trustee, the Special Tax Consultant and the Fiscal Agent, related to the Community Facilities District and the Bonds.

**IMPROVEMENT AREA NO. 5 OF THE
CITY OF RANCHO CORDOVA
THE RANCH
COMMUNITY FACILITIES DISTRICT NO. 2021-1**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 5 of the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1 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. 5, 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. 5 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. 5, 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. 5 and the CFD.

“Administrator” shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

“Annexation Date” means the date on which the property in Improvement Area No. 5 was annexed to the CFD.

ITEM 13.6.

Exhibit B2 to the Resolution

“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. 5 to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1.

“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. 5 at the Annexation 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 at the Annexation 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. 5.

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

“Improvement Area No. 5” means Improvement Area No. 5 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 Annexation Date.

“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. 5 that does not fit within the definition of Single Family Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 5.

“Owners Association Property” means any property within the boundaries of Improvement Area No. 5 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. 5 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, or apartment building. A second unit (granny flat) that shares a Parcel with an SFD Unit will not be considered a Residential Unit for purposes of levying the Special Tax.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential unit that does not share a common wall with another residential unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Special Tax” means a special tax levied in any Fiscal Year 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. 5 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. 5, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property or Developed Property, as defined herein.

“Village” means a specific geographic area within Improvement Area No. 5 that (i) is identified by an assigned number on Attachment 1, (ii) is expected to have single family lots that are all of a similar size, and (iii) is assigned Expected Maximum Special Tax Revenues in Attachment 2 based on the Expected Land Uses for that Village.

“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 Property or Other Property, (iii) for Single Family Property, determine within which Village each Parcel of Developed Property is located and the number of Residential Units on the Parcel; (iv) for Other Property, determine the Acreage of each Parcel; and (v) 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. 5 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 2025-26 *
<u>Single Family Property</u> Village 16 Villages 14 & 17	\$3,048 per Residential Unit or SFD Lot \$3,144 per Residential Unit or SFD Lot
Other Property	\$33,790 per Acre

* On July 1, 2026, 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.

ITEM 13.6.

Exhibit B2 to the Resolution

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 \$33,790 per Acre for Fiscal Year 2025-26, which amount shall increase on July 1, 2026 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 at the Annexation 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. 5 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.

ITEM 13.6.

Exhibit B2 to the Resolution

2. *Partial Prepayments*

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 5. 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. 5.

4. *Transfer of Expected Maximum Special Tax Revenues from One Village to Another*

The Expected Maximum Special Tax Revenues were determined for each Village based on the Expected Land Uses within that Village. If the expected number of Residential Units is transferred from one Village to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Special Tax Revenues between the Villages. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Special Tax Revenues as a result of the transfer. In addition, the Administrator shall update Attachment 2 to reflect the transfer and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 5.

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 2065-66. 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 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. 5. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 5 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. 5 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.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 5, 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.

2. *Partial Prepayment*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than 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. 5 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. 5 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. 5, 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. 5 of the
City of Rancho Cordova
The Ranch
Community Facilities District No. 2021-1**

**The Ranch
Expected Lot Layout in Improvement Area No. 5**

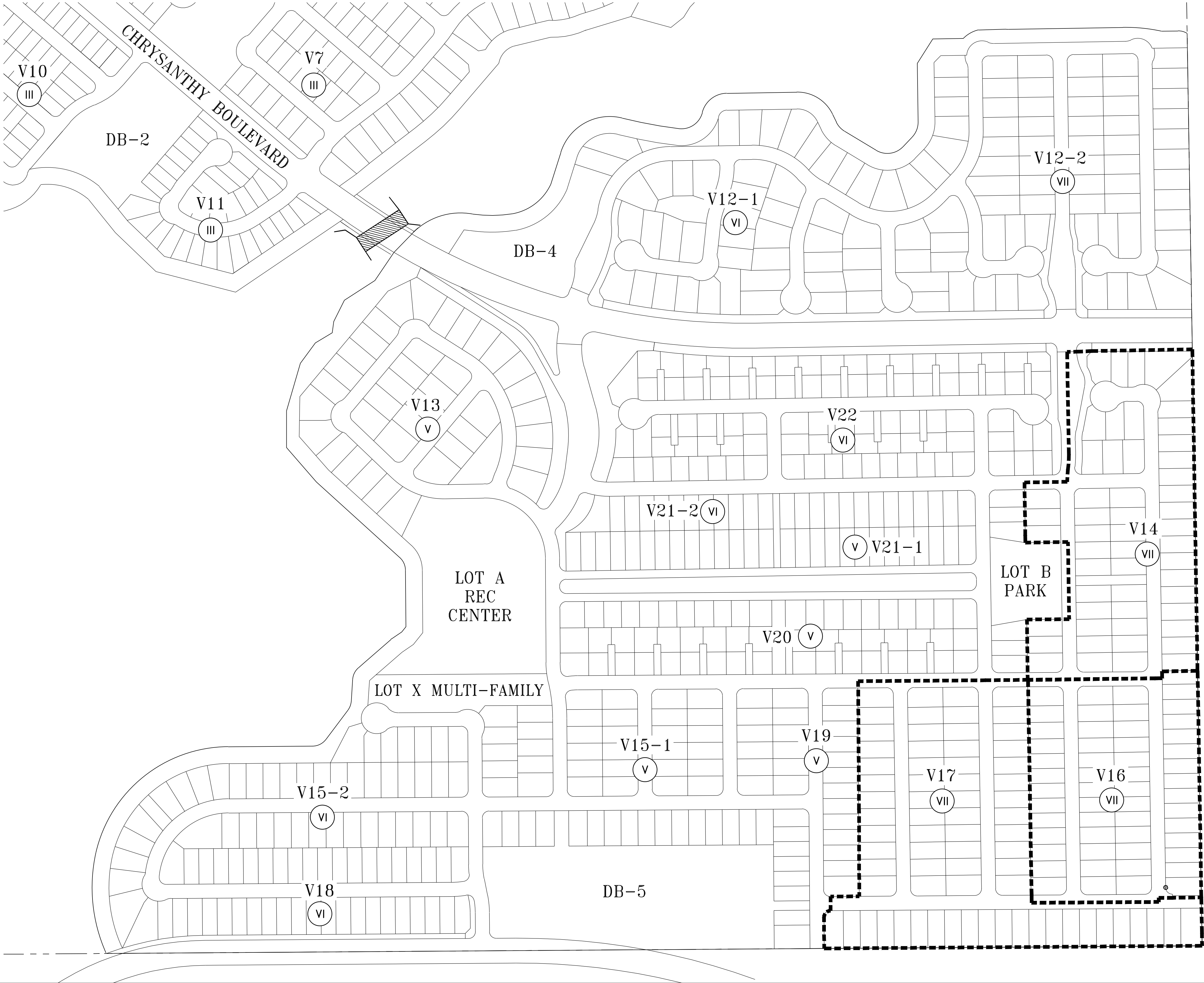
IMPROVEMENT AREA #5

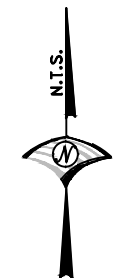
THE RANCH - LOT LAYOUT

K. HOVNANIAN HOMES

RANCHO CORDOVA, CALIFORNIA

APRIL 2025





VILLAGE ACREAGE			
VILLAGE #	GROSS AREA (ACRES)	NET AREA SFR LOTS ONLY (ACRES)	UNITS
VILLAGE 14	9.04	6.81	53
VILLAGE 16	7.67	6.05	53
VILLAGE 17	11.04	8.86	70

ATTACHMENT 2

**Improvement Area No. 5 of the
City of Rancho Cordova
The Ranch
Community Facilities District No. 2021-1**

**Expected Land Uses and Expected Maximum Special Tax Revenues
in Improvement Area No. 5**

Village	Expected Land Uses	Base Special Tax (FY 2025-26) *	Expected Maximum Special Tax Revenues (FY 2025-26) *
Village 16	53 Residential Units	\$3,048 per Residential Unit	\$161,544
Villages 14 & 17	123 Residential Units	\$3,144 per Residential Unit	\$386,712
Expected Maximum Special Tax Revenues (FY 2025-26 \$)			\$548,256

* On July 1, 2026, 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 D

CONSOLIDATED BOUNDARY MAP OF
CFD NO. 2021-1

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 THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1, AND (ii) IMPROVEMENT AREA NO. 3 OF THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1. THIS CONSOLIDATED BOUNDARY MAP SUPERSEDES THE MAP ENTITLED "PROPOSED BOUNDARIES OF THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1", WHICH WAS APPROVED BY RESOLUTION AND FILED FOR RECORD ON NOVEMBER 15, 2021 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SACRAMENTO IN BOOK 135 AT PAGE 36 OF THE MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AS DOCUMENT NO. 2021-11150034.

- (1) FILED IN THE OFFICE OF THE CLERK OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY THIS ____ DAY OF ____ 2025.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

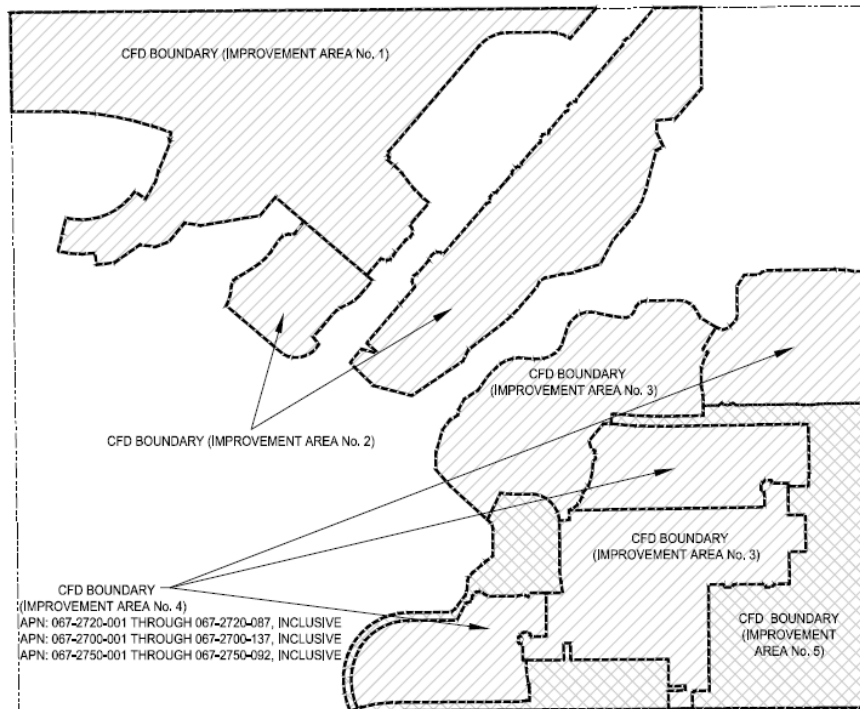
- (2) I HEREBY CERTIFY THAT THE WITHIN CONSOLIDATED BOUNDARY MAP FOR THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY AT A MEETING THEREOF HELD ON THE ____ DAY OF ____ 2025, BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

FILED ON THIS ____ DAY OF ____ 2025, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE ____ IN THE OFFICE OF THE ASSESSOR-RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

COUNTY OF SACRAMENTO RECORDER

CONSOLIDATED BOUNDARIES OF CITY OF RANCHO CORDOVA
THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021 - 1
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



VICINITY MAP NTS



LEGEND

CONSOLIDATED CFD BOUNDARIES

600' 300' 0 600'



SCALE: 1" = 600'



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

CONSOLIDATED BOUNDARIES OF CITY OF RANCHO CORDOVA
THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021 - 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 THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1, AND (ii) IMPROVEMENT AREA NO. 3 OF THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1. THIS CONSOLIDATED BOUNDARY MAP SUPERSEDES THE MAP ENTITLED "PROPOSED BOUNDARIES OF THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1", WHICH WAS APPROVED BY RESOLUTION AND FILED FOR RECORD ON NOVEMBER 15, 2021 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SACRAMENTO IN BOOK 135 AT PAGE 36 OF THE MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AS DOCUMENT NO. 2021-11150034.

(1) FILED IN THE OFFICE OF THE CLERK OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY THIS ____ DAY OF ____ 2025.

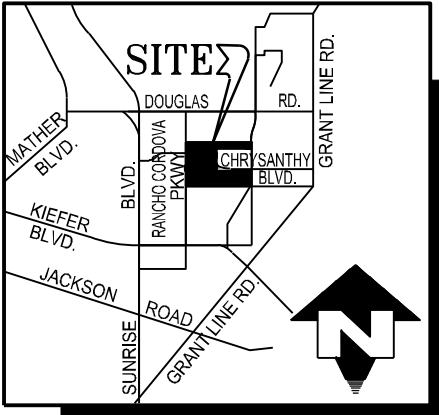
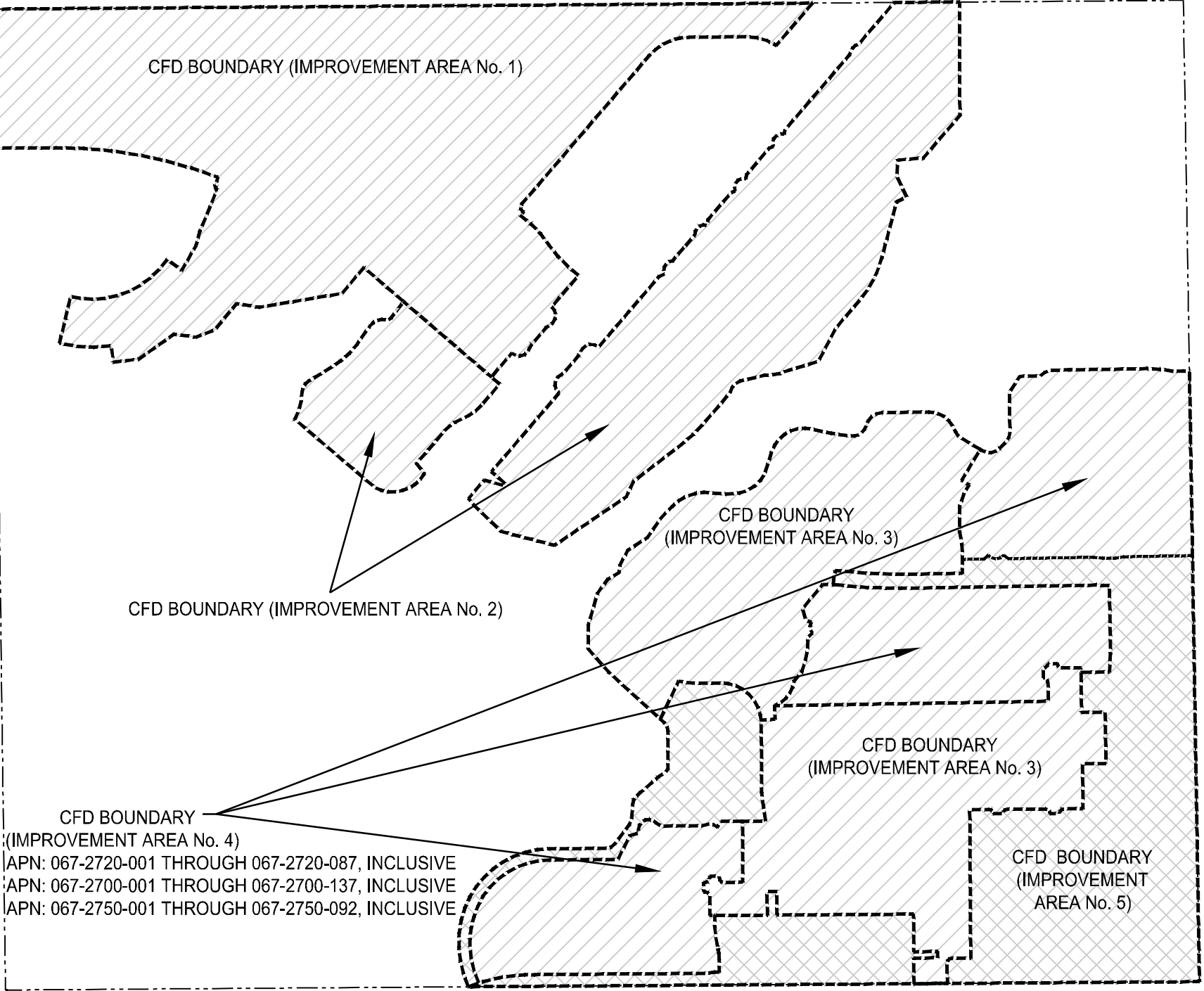
CITY CLERK OF THE CITY OF RANCHO CORDOVA

(2) I HEREBY CERTIFY THAT THE WITHIN CONSOLIDATED BOUNDARY MAP FOR THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1 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 ON THIS ____ DAY OF ____, 2025, AT THE HOUR OF ____ O'CLOCK __.M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE ____ IN THE OFFICE OF THE ASSESSOR-RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

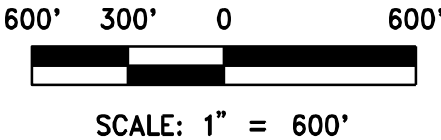
COUNTY OF SACRAMENTO RECORDER



VICINITY MAP_{NTS}



LEGEND
CONSOLIDATED CFD BOUNDARIES



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 13.7.

DATE: August 4, 2025
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **A RESOLUTION AMENDING THE 2025 CITY COUNCIL MEETING SCHEDULE**

RECOMMENDATION

Adopt the Resolution amending the 2025 City Council Meeting Schedule and cancel the Monday, August 18, 2025, City Council meeting.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would amend the 2025 Council Meeting Schedule and cancel the Monday, August 18, 2025, City Council meeting.

BACKGROUND

The 2025 Rancho Cordova City Council meeting schedule was previously approved at the November 4, 2024 City Council meeting. However, it was recently brought to staff's attention that scheduling conflicts exist for the August 18, 2025 meeting date. Staff is recommending that the City Council meeting on Monday, August 18, 2025 be canceled. Attached is the proposed 2025 City Council Meeting Schedule that was approved by the City Council on November 4, 2024.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Proposed 2025 Rancho Cordova City Council Meeting Schedule

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING THE 2025 CITY COUNCIL MEETING SCHEDULE**

WHEREAS, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by Resolution; and

WHEREAS, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 p.m. on the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day; and

WHEREAS, Resolution No. 143-2024 established the schedule for City Council Meetings in 2025; and

WHEREAS, due to scheduling conflicts for the August 18, 2025 City Council meeting, the City is amending its City Council meeting schedule to cancel the August 18, 2025, City Council Meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA cancels its meeting of August 18, 2025, which had been approved at the November 4, 2024 City Council meeting as provided in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of August 2025 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Proposed 2025 Rancho Cordova City Council Meeting Schedule

JANUARY 2025	
Monday, January 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, January 21	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, January 28	9:00 AM Special Meeting/Work Session (Visioning)
FEBRUARY 2025	
Monday, February 3	3:00 PM Special Meeting/Study Session (Ethics Training-Mandated 2 hours every 2 years/AB1234) 5:30 PM Regular Meeting
Tuesday, February 11	5:30 PM Special Meeting/Work Session
Tuesday, February 18	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, February 25	5:30 PM Special Meeting/Work Session
MARCH 2025	
Monday, March 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, March 17	5:30 PM Regular Meeting
Tuesday, March 25	5:30 PM Special Meeting/Work Session
APRIL 2025	
Monday, April 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, April 21	5:30 PM Regular Meeting
Tuesday, April 29	5:30 PM Special Meeting/Work Session
MAY 2025	
Monday, May 5	PROPOSE TO CANCEL REGULAR MEETING (CAP-TO-CAP)
Tuesday, May 13	5:30 PM Special Meeting/Work Session
Monday, May 19	5:30 PM Regular Meeting
Tuesday, May 27	5:30 PM Special Meeting/Work Session
JUNE 2025	
Monday, June 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 16	5:30 PM Regular Meeting
Tuesday, June 24	5:30 PM Special Meeting/Work Session
JULY 2025	
Monday, July 7	4:00 PM Special Meeting 5:30 PM Regular Meeting
Monday, July 21	PROPOSE TO CANCEL REGULAR MEETING
Monday, July 29	PROPOSE TO CANCEL SPECIAL MEETING/WORK SESSION

AUGUST 2025	
Monday, August 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 18	5:30 PM Regular Meeting
Tuesday, August 26	5:30 PM Special Meeting/Work Session
SEPTEMBER 2025	
Tuesday, September 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Monday, September 15	5:30 PM Regular Meeting
Tuesday, September 23	5:30 PM Special Meeting/Work Session
OCTOBER 2025	
Monday, October 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, October 20	5:30 PM Regular Meeting
Tuesday, October 28	5:30 PM Special Meeting/Work Session
NOVEMBER 2025	
Monday, November 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 17	5:30 PM Regular Meeting
Tuesday, November 25	5:30 PM Special Meeting/Work Session
DECEMBER 2025	
Monday, December 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 9	5:30 PM Special Meeting/Work Session
Monday, December 15	5:30 PM Regular Meeting

MEMORANDUM



ITEM 13.8.

DATE: August 4, 2025
TO: Honorable Mayor and Council Members
FROM: Russell Ducharme, Neighborhood Services Manager
SUBJECT: **A RESOLUTION RESCINDING RESOLUTION NO. 75-2025 AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-182 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 rescind Resolution No. 75-2025 and authorize the City Manager to execute Contract No. 2025-182 with City Net for Field Outreach Housing Navigation and Transitional Housing Services.

BACKGROUND

At the July 7, 2025 City Council meeting, Council adopted Resolution No. 75-2025 approving a contract with City Net in an amount not to exceed \$1,170,000. Since then, staff determined there was a clerical error in the Resolution and the approved contract number was listed incorrectly. Staff is bringing this item back to Council for approval with updated Contract No. 2025-182. No terms of the agreement were modified.

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. 2025-182

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, RESCINDING RESOLUTION NO. 75-2025 AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-182 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

WHEREAS, 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; and

WHEREAS, at the July 7, 2025 City Council meeting, the Council adopted Resolution No. 75-2025, 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 navigation and transitional housing services; and

WHEREAS, staff determined there was a clerical error in Resolution No. 75-2025 and the approved contract number was listed incorrectly; and

WHEREAS, staff is requesting the Council withdraw the original resolution and approve a new Resolution with a corrected contract number, Contract No. 2025-182.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does rescind in its entirety Resolution No. 75-2025 due to a clerical error that occurred in the drafting process and that this rescission takes effect immediately and shall supersede the original resolution as of the adoption date of this Resolution.

BE IT FURTHER RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager, or his designee, to execute Contract No. 2025-182 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 4th day of August 2025 by the following vote:

ITEM 13.8.

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

**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.

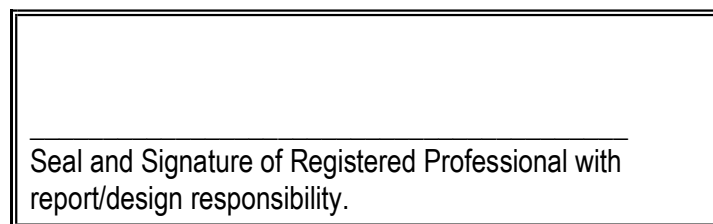
Section 10 **MISCELLANEOUS PROVISIONS.**

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



ITEM 13.8.

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

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

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Micah Runner
City Manager

Brad Fieldhouse
President/Chief Executive Officer

Date: _____

Date: _____

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 oversight 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					
Rent	Facility rental for existing transitional housing (2 houses)					
Utilities	Water, power, sewage, trash, etc.					
Landscaping	Property landscaping					
Facilities	Pest control					
Transitional Housing Subtotal:						\$50,174.50
Client Services Expenses						
Item	Description					
Local Transportation	Client/staff transport (1 vehicle): vehicle hire fee, gas, vehicle insurance, maintenance					
Meals	Meals, snacks and beverages (@ \$52.50/week/resident)					
Meals	Paper goods for meals and other meal supplies					
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.					
Pet supplies	Pet supplies, equipment, vaccinations					
Materials and Supplies	Toiletries, paper goods, trash bags, janitorial supplies					
Client Services Subtotal:						\$43,200.00
Operations Expenses						
Item	Description					
Computing and Telecommunications	Computing (computer, iPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.					
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.					
Materials and Supplies	IT support and client management software licenses					
Materials and Supplies	Financial audit					
Materials and Supplies	Liability Insurance					
Operations Expenses Subtotal:						\$49,830.12
Indirect Expenses						
Category	Description					
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					
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 oversight 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					
Rent	Facility rental for existing transitional housing (2 houses)					
Utilities	Water, power, sewage, trash, etc.					
Landscaping	Property landscaping					
Facilities	Pest control					
Transitional Housing Subtotal:						\$51,679.74
Client Services Expenses						
Item	Description					
Local Transportation	Client/staff transport (1 vehicle): vehicle hire fee, gas, vehicle insurance, maintenance					
Meals	Meals, snacks and beverages (@ \$52.50/week/resident)					
Meals	Paper goods for meals and other meal supplies					
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.					
Pet supplies	Pet supplies, equipment, vaccinations					
Materials and Supplies	Toiletries, paper goods, trash bags, janitorial supplies					
Client Services Subtotal:						\$44,496.00
Operations Expenses						
Item	Description					
Computing and Telecommunications	Computing (computer, iPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.					
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.					
Materials and Supplies	IT support and client management software licenses					
Materials and Supplies	Financial audit					
Materials and Supplies	Liability Insurance					
Operations Expenses Subtotal:						\$51,325.02
Indirect Expenses						
Category	Description					
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					
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.
	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) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶		
	Address (number, street, and apt. or suite no.)		
Print or type See Specific instructions on page 2.	City, state, and ZIP code		Requester's name and address (optional)
	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.

Form W-9 (Rev. 9-2007)

Page 3

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

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 ³
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.

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.

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.

YEAR	Withholding Exemption Certificate	CALIFORNIA FORM
2010	(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.)	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 _____

- 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 MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA 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 13.9.

DATE: August 4, 2025
TO: Honorable Mayor and Council Members
FROM: Kim Juran-Karageorgiou, Administrative Services Director
SUBJECT: TREASURER'S REPORT – JUNE 30, 2025

RECOMMENDATION

This report is informational only. It is recommended that the City Council receive and file the June 30, 2025 Treasurer's Report.

RESULT OF RECOMMENDED ACTION

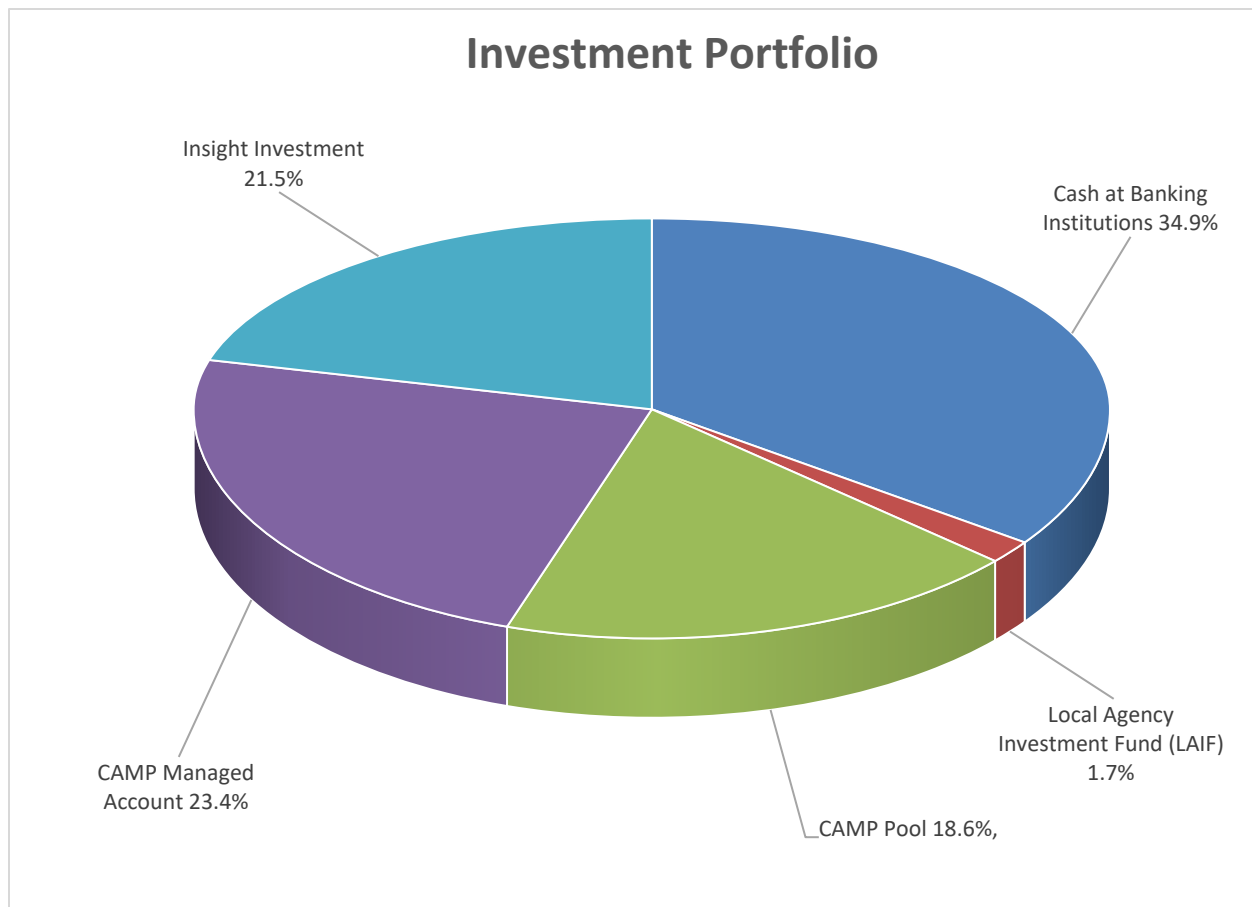
The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the Treasurer's Report is to update the City Council and the public on the status of the city's cash balances and investments and highlight material changes from one period to another. The scope of this report covers the second quarter of the 2025 calendar year ending June 30, 2025 and is in compliance with the State's reporting requirements.

BACKGROUND

Attached is the quarterly Treasurer's Report for the period ending June 30, 2025. Treasurer's Reports are provided to the City Council on a quarterly basis.

At March 31, 2025, the value of the city's total portfolio was \$409.7 million. Since that time, the city's cash balances increased by \$4.8 million with an ending market value balance of \$414.5 million as of June 30, 2025. The funds are held as follows:

Investment Distribution	Book Value	Market Value
Cash at Banking Institutions	144,496,374	144,496,374
Local Agency Investment Fund (LAIF)	6,858,062	6,858,062
CAMP Pool	77,084,537	77,084,537
CAMP Managed Account	95,317,148	96,877,126
Insight Investment	88,451,609	89,139,562
Total	412,207,731	414,455,662



The second quarter of 2025 showed resilience as the labor market remained strong and the Fed held interest rates unchanged. Second quarter GDP growth was roughly 2.4% on an annualized basis, rebounding from a contraction in the first quarter but largely attributed to front-loaded imports in advance of potential tariffs that artificially boosted this figure. While economic sentiment remains cautiously upbeat, the potential of a near-term recession continues to be a major concern. Staff continue to work closely with the city's investment advisors to shift additional assets to a longer maturity to take advantage of the higher yields found further out on the yield curve in anticipation of interest rate cuts later this year.

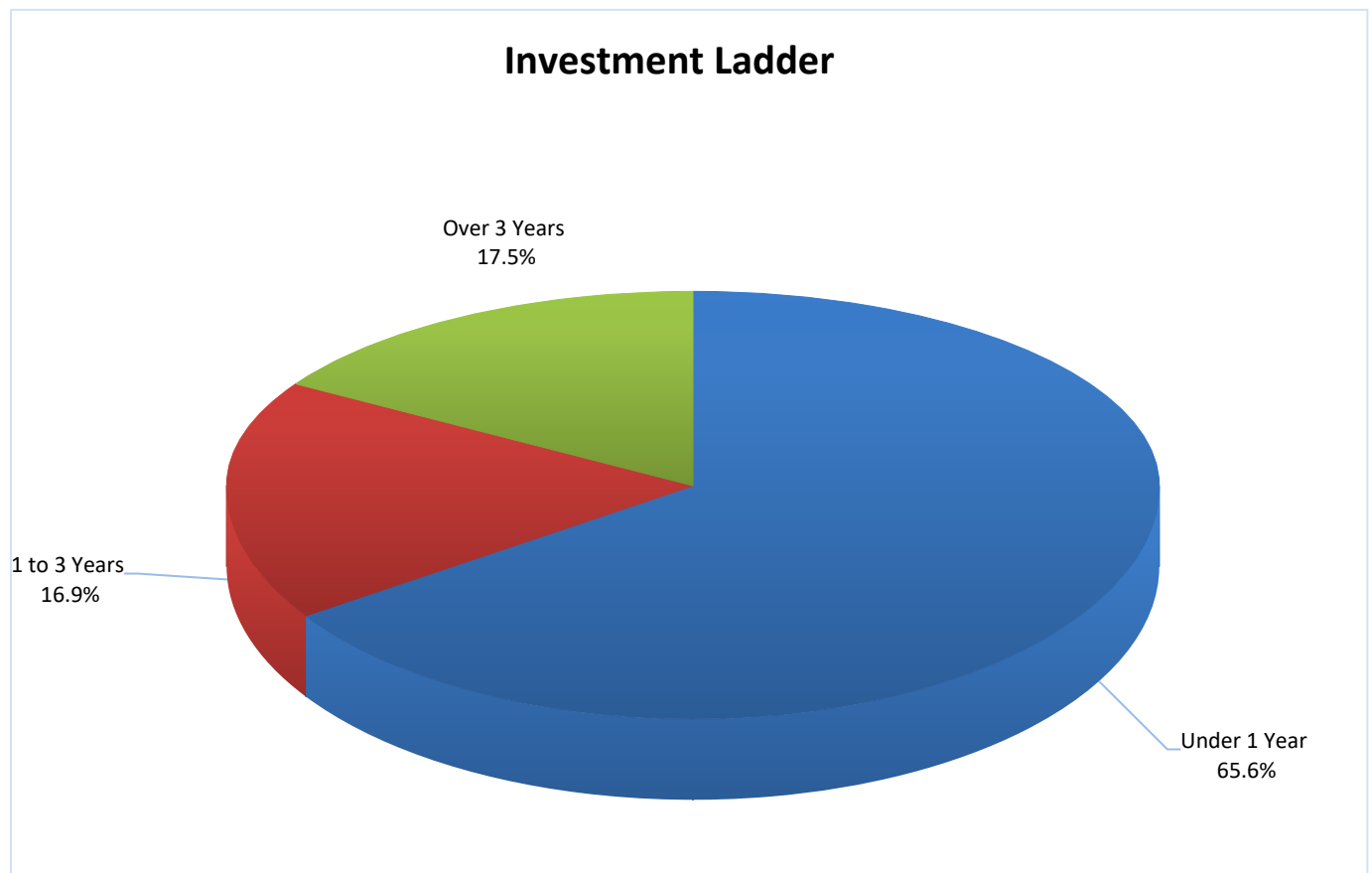
The city's cash balance as of June 30, 2025 was allocated by fund type/purpose as follows:

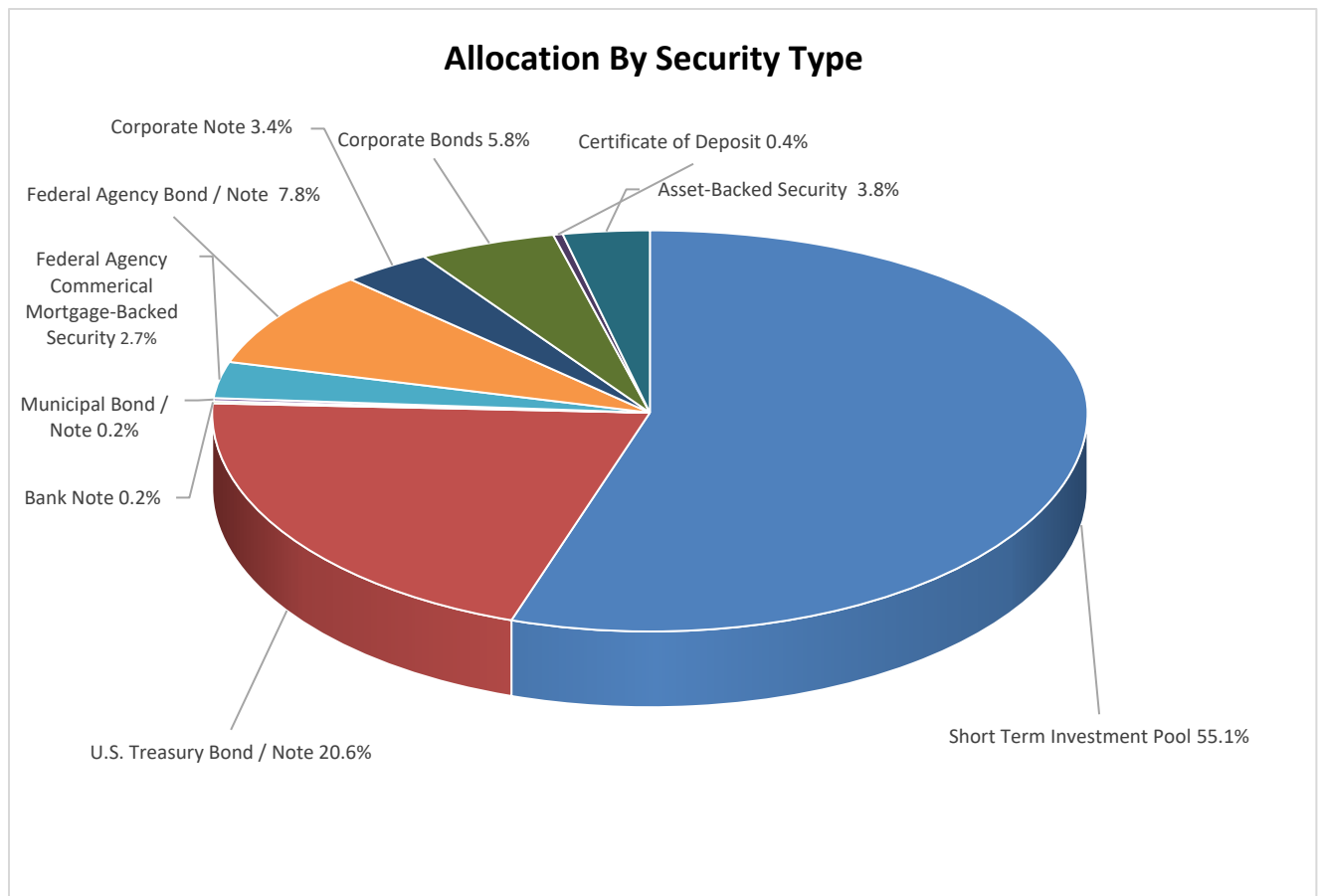
- General Fund: \$8.5 million
- Community Enhancement & Investment Fund (includes Legacy reserves): \$28.7 million
- Sunrise Development Impact Fees (restricted for specific improvements needed as a result of development in the area): \$46.3 million
- Transportation Funds: \$127.0 million
- Storm Drain Fund: \$21.5 million
- Capital Projects/Grant/Special Revenue Funds: \$122.7 million
- Agency Funds (funds held for other entities): \$57.5 million

The overall portfolio is well diversified with \$183.8 million invested in marketable securities, \$83.9 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets), and another \$144.5 million is on deposit with our banks, which includes \$5.9 million on deposit with one local bank as part of the city's participation in a local banking initiative. Staff, in conjunction with our financial advisors, periodically review the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs.

Staff thoroughly review investment statements and make appropriate inquiries of its investment advisors to confirm the existence and viability of the city's assets. The city invests conservatively in investment policy options in accordance with California State Government Code. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. All securities are in compliance with the city's investment policy. There are sufficient funds to meet the city's expenditure requirements for the next six months.

The distribution of investments are displayed in the following charts:





ATTACHMENT(S)

1. City of Rancho Cordova Treasurer's Report for the quarter ended June 30, 2025.

**CITY OF RANCHO CORDOVA
TREASURER'S REPORT
FOR THE QUARTER ENDED June 30, 2025**

Security Held	Book Value	Market Value	Average Yield
Wells Fargo Bank	138,634,914	138,634,914	4.3%
5 Star Bank	5,861,461	5,861,461	4.4%
Local Agency Investment Fund (LAIF)	6,858,062	6,858,062	4.4%
CAMP Pool	77,084,537	77,084,537	4.4%
CAMP Managed Account	95,317,148	96,877,126	varies by holding
Insight Investment	88,451,609	89,139,562	varies by holding
Total	412,207,731	414,455,662	



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	525,000.00	AA+	Aa1	05/04/21	05/06/21	516,120.12	0.75	5.35	524,044.11	515,058.60
US TREASURY N/B DTD 04/01/2024 4.500% 03/31/2026	91282CKH3	11,650,000.00	AA+	Aa1	01/02/25	01/03/25	11,683,675.78	4.25	131,778.69	11,670,548.65	11,681,967.60
US TREASURY N/B DTD 04/30/2021 0.750% 04/30/2026	91282CBW0	100,000.00	AA+	Aa1	02/10/22	02/14/22	95,277.34	1.92	126.36	99,068.38	97,289.10
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	325,000.00	AA+	Aa1	05/03/22	05/05/22	294,125.00	3.03	847.29	317,121.69	313,536.28
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	825,000.00	AA+	Aa1	07/05/22	07/08/22	755,229.49	2.84	2,150.81	806,429.01	795,899.78
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	825,000.00	AA+	Aa1	08/01/22	08/04/22	759,515.63	2.74	2,150.81	807,246.86	795,899.78
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	950,000.00	AA+	Aa1	06/02/22	06/06/22	864,537.11	2.94	2,476.69	927,732.29	916,490.65
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	1,300,000.00	AA+	Aa1	08/08/22	08/15/22	1,183,812.50	3.04	3,389.16	1,268,261.37	1,254,145.10
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	1,150,000.00	AA+	Aa1	10/05/22	10/11/22	1,059,886.72	4.10	2,937.50	1,119,761.45	1,121,294.85
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	1,800,000.00	AA+	Aa1	01/04/23	01/06/23	1,674,632.81	3.96	4,597.83	1,755,334.05	1,755,070.20
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	3,200,000.00	AA+	Aa1	12/05/22	12/07/22	2,977,625.00	3.92	8,173.91	3,122,423.73	3,120,124.80
US TREASURY N/B DTD 05/02/2022 2.750% 04/30/2027	91282CEN7	1,300,000.00	AA+	Aa1	01/31/23	02/03/23	1,251,707.03	3.70	6,023.10	1,279,146.93	1,276,844.40
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	350,000.00	AA+	Aa1	07/03/23	07/07/23	329,957.03	4.30	4,014.85	339,742.32	343,136.85
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	1,000,000.00	AA+	Aa1	06/02/23	06/06/23	953,671.88	3.97	11,470.99	976,774.82	980,391.00



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	2,100,000.00	AA+	Aa1	03/02/23	03/06/23	1,959,644.53	4.44	24,089.09	2,033,662.84	2,058,821.10
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	2,400,000.00	AA+	Aa1	05/01/23	05/05/23	2,318,906.25	3.62	27,530.39	2,360,186.53	2,352,938.40
US TREASURY N/B DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	750,000.00	AA+	Aa1	01/02/24	01/05/24	747,128.91	3.98	2,461.58	748,222.95	752,783.25
US TREASURY N/B DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	1,100,000.00	AA+	Aa1	12/01/23	12/05/23	1,085,433.59	4.24	3,610.31	1,091,176.12	1,104,082.10
US TREASURY N/B DTD 02/28/2023 4.000% 02/29/2028	91282CGP0	700,000.00	AA+	Aa1	02/02/24	02/06/24	702,925.78	3.89	9,358.70	701,918.32	705,222.70
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	400,000.00	AA+	Aa1	07/01/24	07/03/24	353,140.63	4.49	13.59	364,050.66	372,343.60
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	400,000.00	AA+	Aa1	08/01/24	08/05/24	361,218.75	3.96	13.59	369,686.55	372,343.60
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	850,000.00	AA+	Aa1	09/04/24	09/06/24	779,576.17	3.59	28.87	793,865.20	791,230.15
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	1,200,000.00	AA+	Aa1	06/06/24	06/11/24	1,061,484.38	4.39	40.76	1,095,221.47	1,117,030.80
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	1,050,000.00	AA+	Aa1	02/03/25	02/06/25	1,028,425.78	4.33	107.00	1,030,478.14	1,050,656.25
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	1,125,000.00	AA+	Aa1	10/31/24	11/05/24	1,108,212.89	4.14	114.64	1,110,674.10	1,125,703.13
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	1,950,000.00	AA+	Aa1	12/03/24	12/06/24	1,924,330.08	4.10	198.71	1,927,679.03	1,951,218.75
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	8,200,000.00	AA+	Aa1	01/02/25	01/07/25	8,019,023.44	4.36	835.60	8,039,392.52	8,205,125.00
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	500,000.00	AA+	Aa1	04/01/25	04/04/25	488,007.81	3.87	44.16	488,642.58	490,801.00



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	1,000,000.00	AA+	Aa1	05/01/25	05/06/25	984,531.25	3.65	88.32	985,064.52	981,602.00
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	1,900,000.00	AA+	Aa1	03/03/25	03/06/25	1,839,140.63	4.06	167.80	1,843,322.59	1,865,043.80
Security Type Sub-Total		50,925,000.00					49,160,904.31	4.00	248,846.45	49,996,879.78	50,264,094.62
Municipal Bond / Note											
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	75,000.00	AA	Aa2	09/03/20	09/16/20	75,530.25	1.11	471.75	75,000.00	75,000.00
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	100,000.00	AA	Aa2	09/03/20	09/16/20	100,663.00	1.12	629.00	100,000.00	100,000.00
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	200,000.00	AA	Aa2	09/03/20	09/16/20	200,000.00	1.26	1,258.00	200,000.00	200,000.00
MINNESOTA ST-F-UNREF DTD 08/25/2020 0.630% 08/01/2025	60412AK85	130,000.00	AAA	Aaa	05/07/24	05/07/24	130,000.00	0.63	341.25	130,000.00	129,604.67
CALIFORNIA ST UNIV-B DTD 07/29/2021 0.862% 11/01/2025	13077DOD7	175,000.00	AA-	Aa2	07/09/21	07/29/21	175,000.00	0.86	251.42	175,000.00	172,966.50
CA ST DTD 03/15/2023 4.846% 03/01/2027	13063D3N6	240,000.00	AA-	Aa2	03/09/23	03/15/23	240,000.00	4.85	3,876.80	240,000.00	242,933.76
Security Type Sub-Total		920,000.00					921,193.25	2.01	6,828.22	920,000.00	920,504.93
Federal Agency Commercial Mortgage-Backed Security											
FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5	291,779.87	AA+	Aa1	04/11/23	04/14/23	279,698.36	4.32	667.45	289,317.71	288,651.12
FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	650,000.00	AA+	Aa1	04/06/23	04/12/23	622,628.91	3.98	1,437.04	640,658.18	637,967.20
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	433,292.31	AA+	Aa1	05/19/23	05/24/23	419,955.04	4.29	1,208.52	427,961.63	428,171.66



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXOY1	650,000.00	AA+	Aa1	08/16/23	08/18/23	613,132.81	4.94	1,746.33	632,262.82	640,103.75
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	650,000.00	AA+	Aa1	06/08/23	06/13/23	622,857.42	4.42	1,756.63	637,247.67	639,672.15
FHMS KJ48 A1 DTD 12/01/2023 4.858% 05/01/2028	3137HBC69	500,576.73	AA+	Aa1	12/06/23	12/14/23	500,572.72	4.86	2,026.50	500,574.01	507,556.77
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	516,805.37	AA+	Aa1	07/19/23	07/27/23	516,792.48	4.78	2,057.32	516,797.54	520,960.49
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	650,000.00	AA+	Aa1	07/13/23	07/20/23	656,492.20	4.59	2,610.29	653,928.24	661,637.60
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BODE6	620,838.27	AA+	Aa1	07/18/23	07/31/23	610,313.12	4.58	2,167.76	614,361.26	620,853.17
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	650,000.00	AA+	Aa1	10/11/23	10/19/23	635,741.60	5.25	2,567.50	640,316.17	661,083.15
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	950,000.00	AA+	Aa1	09/07/23	09/14/23	935,946.65	4.99	3,681.25	940,639.84	963,668.60
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	490,000.00	AA+	Aa1	10/25/23	10/31/23	474,377.33	5.60	1,980.42	479,038.67	499,987.18
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	650,000.00	AA+	Aa1	09/20/23	09/28/23	642,230.55	5.07	2,600.00	644,658.69	662,317.50
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	235,000.00	AA+	Aa1	11/14/23	11/21/23	234,320.62	5.14	992.68	234,523.60	241,280.61
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	360,000.00	AA+	Aa1	11/28/23	12/07/23	358,965.72	4.93	1,458.00	359,269.88	367,811.28
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	375,000.00	AA+	Aa1	02/01/24	02/08/24	378,749.63	4.34	1,428.75	377,760.49	379,809.75
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	370,000.00	AA+	Aa1	04/23/24	04/30/24	371,501.83	5.09	1,597.17	371,196.51	382,309.53



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	520,000.00	AA+	Aa1	07/16/24	07/25/24	523,193.32	4.58	2,045.33	522,674.74	530,039.64
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	650,000.00	AA+	Aa1	06/05/24	06/13/24	649,998.05	4.80	2,601.63	650,000.00	664,096.55
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	585,000.00	AA+	Aa1	08/07/24	08/15/24	590,472.09	4.33	2,214.71	589,587.89	592,664.09
FHMS K539 A2 DTD 04/01/2025 4.410% 01/01/2030	3137HKXJ8	315,000.00	AA+	Aa1	04/15/25	04/24/25	314,988.98	4.41	1,157.63	314,989.56	317,797.51
Security Type Sub-Total		11,113,292.56					10,952,929.43	4.74	40,002.91	11,037,765.10	11,208,439.30
Federal Agency Bond / Note											
FREDDIE MAC DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	500,000.00	AA+	Aa1	07/21/20	07/23/20	497,510.00	0.48	833.33	499,972.30	498,908.50
FANNIE MAE DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	450,000.00	AA+	Aa1	08/25/20	08/27/20	447,894.00	0.47	590.63	449,936.75	447,241.50
FEDERAL HOME LOAN BANK DTD 09/11/2020 0.375% 09/04/2025	3130AK5E2	200,000.00	AA+	Aa1	09/10/20	09/11/20	199,400.00	0.44	243.75	199,978.92	198,577.80
FREDDIE MAC DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	450,000.00	AA+	Aa1	09/23/20	09/25/20	448,645.50	0.44	459.38	449,938.23	445,900.05
FANNIE MAE DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	450,000.00	AA+	Aa1	11/09/20	11/12/20	448,389.00	0.57	337.50	449,886.92	444,010.05
Security Type Sub-Total		2,050,000.00					2,041,838.50	0.48	2,464.59	2,049,713.12	2,034,637.90
Corporate Note											
IBM CORP DTD 07/27/2022 4.000% 07/27/2025	459200KS9	450,000.00	A-	A3	07/20/22	07/27/22	450,000.00	4.00	7,700.00	450,000.00	449,801.10
UNITEDHEALTH GROUP INC (CALLABLE) DTD 05/19/2021 1.150% 05/15/2026	91324PEC2	475,000.00	A+	A2	05/17/21	05/19/21	474,173.50	1.19	697.99	474,855.50	461,694.30



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
ASTRAZENECA FINANCE LLC (CALLABLE) DTD 05/28/2021 1.200% 05/28/2026	04636NAA1	450,000.00	A+	A1	07/16/21	07/20/21	450,540.00	1.17	495.00	450,101.02	437,996.25
AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9	450,000.00	A-	A2	11/19/21	11/23/21	449,316.00	1.68	1,175.63	449,814.50	435,253.50
JPMORGAN CHASE & CO (CALLABLE) DTD 11/19/2020 1.045% 11/19/2026	46647PBT2	350,000.00	A	A1	11/24/21	11/29/21	339,717.00	1.66	426.71	347,139.14	345,270.10
CATERPILLAR FINL SERVICE DTD 01/10/2022 1.700% 01/08/2027	14913R2U0	450,000.00	A	A2	01/11/22	01/13/22	447,727.50	1.81	3,676.25	449,307.49	434,302.65
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	80,000.00	A	A2	01/19/22	01/24/22	79,864.00	1.99	719.33	79,957.93	77,484.88
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	900,000.00	A	Aa3	01/26/22	01/28/22	898,002.00	2.10	7,943.75	899,372.15	872,526.60
BERKSHIRE HATHAWAY FIN (CALLABLE) DTD 03/15/2022 2.300% 03/15/2027	084664CZ2	900,000.00	AA	Aa2	03/15/22	03/17/22	883,116.00	2.70	6,095.00	894,234.27	877,230.00
NATIONAL AUSTRALIA BK/NY DTD 06/09/2022 3.905% 06/09/2027	63254ABE7	400,000.00	AA-	Aa2	06/09/22	06/13/22	396,424.00	4.10	954.56	398,610.22	398,998.40
TEXAS INSTRUMENTS INC (CALLABLE) DTD 11/18/2022 4.600% 02/15/2028	882508BV5	100,000.00	A+	Aa3	05/11/23	05/18/23	102,404.00	4.04	1,737.78	101,310.23	101,601.00
LOCKHEED MARTIN CORP (CALLABLE) DTD 05/25/2023 4.450% 05/15/2028	539830BZ1	70,000.00	A-	A2	05/23/23	05/25/23	69,874.00	4.49	398.03	69,927.22	70,786.03
TARGET CORP (CALLABLE) DTD 06/10/2025 4.350% 06/15/2028	87612EBU9	110,000.00	A	A2	06/05/25	06/10/25	109,998.90	4.35	279.13	109,999.09	110,651.64
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	450,000.00	A	A1	07/21/23	07/25/23	453,438.00	4.78	10,333.13	452,100.47	460,944.00
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	900,000.00	A+	Aa3	10/02/23	10/04/23	895,536.00	5.92	13,346.90	896,952.51	940,916.70
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	205,000.00	A+	A1	01/03/24	01/05/24	204,729.40	4.68	4,660.33	204,803.65	207,398.50



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	270,000.00	A+	A1	01/02/24	01/05/24	269,630.10	4.68	6,138.00	269,731.88	273,159.00
AIR PRODUCTS & CHEMICALS (CALLABLE) DTD 02/08/2024 4.600% 02/08/2029	009158BH8	430,000.00	A	A2	02/06/24	02/08/24	429,428.10	4.63	7,857.06	429,575.11	436,161.04
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	17275RBR2	525,000.00	AA-	A1	02/21/24	02/26/24	524,816.25	4.86	8,841.15	524,862.74	537,890.85
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	60,000.00	AA-	Aa3	03/05/24	03/14/24	59,891.40	4.74	838.17	59,917.38	61,264.14
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	915,000.00	AA-	Aa3	03/06/24	03/14/24	915,448.35	4.69	12,782.04	915,344.54	934,278.14
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	230,000.00	A+	A1	04/02/24	04/04/24	229,696.40	4.83	2,668.00	229,765.51	235,820.61
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	270,000.00	A+	A1	04/01/24	04/04/24	269,597.70	4.83	3,132.00	269,688.97	276,832.89
WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8	195,000.00	BBB+	A1	04/16/25	04/23/25	195,156.00	4.95	1,830.62	195,147.18	197,728.64
WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8	505,000.00	BBB+	A1	04/15/25	04/23/25	505,000.00	4.97	4,740.83	505,000.00	512,066.47
BANK OF AMERICA CORP (CALLABLE) DTD 05/09/2025 4.623% 05/09/2029	06051GMT3	800,000.00	A-	A1	05/06/25	05/09/25	800,000.00	4.62	5,342.13	800,000.00	805,071.20
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.150% 06/15/2029	63743HFS6	205,000.00	A-	A2	09/09/24	09/16/24	212,941.70	4.24	469.22	211,703.09	210,992.77
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.150% 06/15/2029	63743HFS6	320,000.00	A-	A2	09/09/24	09/16/24	332,563.20	4.23	732.44	330,604.18	329,354.56
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	165,000.00	A	A2	06/17/24	06/25/24	163,935.75	4.90	130.63	164,131.86	168,433.65
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	335,000.00	A	A2	06/18/24	06/25/24	333,160.85	4.88	265.21	333,500.50	341,971.35



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
AMERICAN HONDA FINANCE DTD 09/05/2024 4.400% 09/05/2029	02665WFO9	500,000.00	A-	A3	09/03/24	09/05/24	499,400.00	4.43	7,088.89	499,490.34	497,575.50
STATE STREET CORP (CALLABLE) DTD 04/24/2025 4.834% 04/24/2030	857477DB6	340,000.00	A	Aa3	04/22/25	04/24/25	340,000.00	4.83	3,058.85	340,000.00	346,248.18
PACCAR FINANCIAL CORP DTD 05/08/2025 4.550% 05/08/2030	69371RT71	700,000.00	A+	A1	05/05/25	05/08/25	698,915.00	4.59	4,689.03	698,945.04	708,589.70
ANALOG DEVICES INC (CALLABLE) DTD 06/16/2025 4.500% 06/15/2030	032654BE4	700,000.00	A-	A2	06/12/25	06/16/25	699,384.00	4.52	1,312.50	699,390.81	705,501.30
Security Type Sub-Total		14,205,000.00					14,183,825.10	3.95	132,556.29	14,205,284.52	14,261,795.64
Certificate of Deposit											
TORONTO DOMINION BANK NY DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	850,000.00	A-	A2	10/27/22	10/31/22	850,000.00	5.60	32,923.33	850,000.00	853,155.20
NORDEA BANK ABP NEW YORK DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	850,000.00	A-1+	P-1	11/02/22	11/03/22	850,000.00	5.53	7,573.03	850,000.00	852,865.35
Security Type Sub-Total		1,700,000.00					1,700,000.00	5.57	40,496.36	1,700,000.00	1,706,020.55
Bank Note											
MORGAN STANLEY BANK NA (CALLABLE) DTD 07/19/2024 4.968% 07/14/2028	61690U8E3	275,000.00	A+	Aa3	07/17/24	07/19/24	275,000.00	4.97	6,337.65	275,000.00	278,284.05
MORGAN STANLEY BANK NA (CALLABLE) DTD 07/19/2024 4.968% 07/14/2028	61690U8E3	400,000.00	A+	Aa3	07/18/24	07/19/24	400,400.00	4.94	9,218.40	400,279.52	404,776.80
Security Type Sub-Total		675,000.00					675,400.00	4.95	15,556.05	675,279.52	683,060.85
Asset-Backed Security											
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	2,215.81	AAA	Aaa	10/19/21	10/27/21	2,215.77	0.77	0.76	2,215.80	2,212.26
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	390.68	AAA	Aaa	10/13/21	10/21/21	390.67	0.68	0.11	390.67	390.06



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	138,360.16	AAA	NR	07/12/22	07/20/22	138,356.90	3.97	244.13	138,358.93	138,054.94
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	105,839.48	AAA	NR	03/28/23	03/31/23	105,828.44	4.65	218.73	105,833.54	105,953.58
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	334,259.47	AAA	NR	08/15/23	08/22/23	334,190.54	5.42	653.01	334,219.08	336,398.06
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	254683CY9	380,000.00	NR	Aaa	04/04/23	04/11/23	379,977.96	4.31	727.91	379,987.90	379,639.76
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	205,000.00	AAA	NR	06/08/23	06/16/23	204,953.59	4.79	436.42	204,972.87	205,866.74
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	225,000.00	AAA	NR	06/07/23	06/14/23	224,980.04	4.87	487.00	224,988.35	226,150.20
DCENT 2023-A2 A DTD 06/28/2023 4.930% 06/15/2028	254683CZ6	420,000.00	AAA	Aaa	06/21/23	06/28/23	419,943.26	4.93	920.27	419,966.22	422,541.00
HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5	110,000.00	NR	Aaa	11/01/23	11/08/23	109,980.63	5.67	173.25	109,987.09	111,168.09
HAROT 2024-1 A3 DTD 02/21/2024 5.210% 08/15/2028	437918AC9	385,000.00	AAA	Aaa	02/13/24	02/21/24	384,983.25	5.21	891.49	384,988.93	388,278.28
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	386,939.45	AAA	Aaa	08/15/23	08/23/23	386,915.46	5.53	951.01	386,924.40	389,949.84
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	495,000.00	AAA	NR	09/12/23	09/19/23	494,977.87	5.23	1,150.60	494,985.42	500,572.21
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	230,000.00	NR	Aaa	12/07/23	12/14/23	229,969.11	4.98	509.07	229,978.62	232,414.31
NAROT 2024-A A3 DTD 05/22/2024 5.280% 12/15/2028	65479UAD0	505,000.00	NR	Aaa	05/14/24	05/22/24	504,952.83	5.28	1,185.07	504,963.39	510,727.71
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	565,000.00	AAA	NR	01/24/24	01/31/24	564,913.95	4.60	1,155.11	564,937.33	569,086.64



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
WFCIT 2024-A1 A DTD 03/01/2024 4.940% 02/15/2029	92970QAA3	650,000.00	AAA	Aaa	02/21/24	03/01/24	649,823.59	4.95	1,427.11	649,868.76	658,375.25
TAOT 2024-C A3 DTD 07/30/2024 4.880% 03/15/2029	89237QAD2	280,000.00	AAA	NR	07/23/24	07/30/24	279,999.83	4.88	607.29	280,000.00	282,632.28
HAROT 2024-3 A3 DTD 08/21/2024 4.570% 03/21/2029	43813YAC6	430,000.00	NR	Aaa	08/09/24	08/21/24	429,932.45	4.57	545.86	429,944.17	432,303.94
AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2	580,000.00	AAA	NR	04/16/24	04/23/24	579,881.10	5.23	1,348.18	579,881.10	591,519.96
BACCT 2024-A1 A DTD 06/13/2024 4.930% 05/15/2029	05522RDJ4	535,000.00	AAA	Aaa	06/06/24	06/13/24	534,969.99	4.93	1,172.24	534,977.41	542,866.10
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	210,000.00	AAA	NR	09/24/24	09/27/24	209,978.29	4.14	386.40	209,982.05	209,788.32
VALET 2024-1 A3 DTD 11/26/2024 4.630% 07/20/2029	92868RAD0	175,000.00	AAA	Aaa	11/19/24	11/26/24	174,983.51	4.63	247.58	174,985.80	176,785.53
TAOT 2025-A A3 DTD 01/29/2025 4.640% 08/15/2029	89240JAD3	410,000.00	NR	Aaa	01/22/25	01/29/25	409,983.56	4.64	845.51	409,986.18	413,738.38
VALET 2025-1 A3 DTD 03/25/2025 4.500% 08/20/2029	92868MAD1	565,000.00	NR	Aaa	03/18/25	03/25/25	564,980.79	4.50	776.88	564,982.97	569,130.15
COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5	615,000.00	AAA	NR	09/17/24	09/24/24	614,879.95	3.92	1,071.47	614,897.63	613,054.14
HAROT 2025-2 A3 DTD 05/08/2025 4.150% 10/15/2029	437921AD1	200,000.00	NR	Aaa	04/29/25	05/08/25	199,977.66	4.15	368.89	199,978.82	200,371.60
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5	330,000.00	AAA	Aaa	10/17/24	10/24/24	329,950.96	4.29	629.20	329,957.41	331,508.76
HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	555,000.00	AAA	NR	03/04/25	03/12/25	554,918.14	4.32	1,065.60	554,924.08	557,081.25
FORDO 2025-A A3 DTD 03/25/2025 4.450% 10/15/2029	34535KAD0	685,000.00	AAA	Aaa	03/18/25	03/25/25	684,933.42	4.45	1,354.78	684,938.59	686,985.82



Managed Account Detail of Securities Held

For the Month Ending June 30, 2025

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
TAOT 2025-B A3 DTD 04/30/2025 4.340% 11/15/2029	89231HAD8	355,000.00	AAA	NR	04/24/25	04/30/25	354,979.66	4.34	684.76	354,981.65	357,139.59
AMXCA 2025-1 A DTD 02/11/2025 4.560% 12/15/2029	02582JKM1	855,000.00	AAA	NR	02/04/25	02/11/25	854,810.10	4.57	1,732.80	854,824.50	865,634.49
NAROT 2025-A A3 DTD 05/27/2025 4.490% 12/17/2029	65481GAD7	670,000.00	NR	Aaa	05/20/25	05/27/25	669,871.36	4.49	1,337.02	669,875.63	676,652.43
VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6	715,000.00	NR	Aaa	03/25/25	03/31/25	714,969.26	4.51	985.31	714,972.69	718,066.64
GMCAR 2025-2 A3 DTD 05/14/2025 4.280% 04/16/2030	362549AD9	155,000.00	AAA	Aaa	05/06/25	05/14/25	154,977.18	4.28	276.42	154,977.88	155,814.37
BACCT 2025-A1 A DTD 06/12/2025 4.310% 05/15/2030	05522RDK1	435,000.00	AAA	NR	06/05/25	06/12/25	434,998.35	4.31	989.50	435,000.00	437,880.14
WFCIT 2025-A1 A DTD 06/10/2025 4.340% 05/15/2030	92970QAJ4	840,000.00	AAA	NR	06/03/25	06/10/25	839,986.06	4.34	2,126.60	839,988.95	846,452.04
CCCIT 2025-A1 A DTD 06/26/2025 4.300% 06/21/2030	17305EHA6	950,000.00	AAA	Aaa	06/18/25	06/26/25	949,742.27	4.31	567.36	949,743.08	955,387.45
Security Type Sub-Total		15,683,005.05					15,681,057.75	4.65	30,250.70	15,681,367.89	15,798,572.31
Managed Account Sub-Total		97,271,297.61					95,317,148.34	4.12	517,001.57	96,266,289.93	96,877,126.10
Joint Powers Authority											
CAMP Pool		77,084,537.26	AAA	NR			77,084,537.26		0.00	77,084,537.26	77,084,537.26
Liquid Sub-Total		77,084,537.26					77,084,537.26		0.00	77,084,537.26	77,084,537.26
Securities Sub-Total		\$174,355,834.87					\$172,401,685.60	4.12%	\$517,001.57	\$173,350,827.19	\$173,961,663.36
Accrued Interest											\$517,001.57
Total Investments											\$174,478,664.93

ITEM 13.9
SECURITIES HELD

As of June 30, 2025

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Cash and Cash Equivalents										
	Cash and Cash Equivalents	0.000		20,693.90	20,693.90	20,693.90	20,693.90	0.00	0.00	0.02
Total Cash and Cash Equivalents				20,693.90	20,693.90	20,693.90	20,693.90	0.00	0.00	0.02
Corporate Bonds										
24422ETC3	JOHN DEERE CAPITAL CORP 3.4% 11SEP2025	3.400	09/11/2025	600,000.00	593,280.00	599,563.08	598,552.84	(1,010.24)	6,176.67	0.68
24422EWP0	JOHN DEERE CAPITAL CORP 4.8% 09JAN2026	4.800	01/09/2026	550,000.00	552,035.00	551,059.55	551,184.96	125.41	12,540.00	0.63
478160BY9	JOHNSON & JOHNSON 2.45% 01MAR2026 (CALLABLE 01DEC25)	2.450	03/01/2026 12/01/2025	1,000,000.00	949,330.00	987,423.82	987,583.61	159.79	8,098.61	1.09
06051GFX2	BANK OF AMERICA CORP 3.5% 19APR2026	3.500	04/19/2026	800,000.00	768,064.00	790,639.45	794,461.38	3,821.93	5,522.22	0.88
023135BX3	AMAZON.COM INC 1% 12MAY2026 (CALLABLE 12APR26)	1.000	05/12/2026 04/12/2026	1,000,000.00	902,520.00	970,812.13	973,824.24	3,012.11	1,333.33	1.03
46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	3.200	06/15/2026 03/15/2026	1,000,000.00	949,700.00	987,116.93	990,414.52	3,297.59	1,333.33	1.09
693475AX3	PNC FINANCIAL SERVICES 2.6% 23JUL2026 (CALLABLE 23MAY26)	2.600	07/23/2026 05/24/2026	800,000.00	741,568.00	779,278.28	787,144.10	7,865.82	9,071.11	0.85
037833DN7	APPLE INC 2.05% 11SEP2026 (CALLABLE 11JUL26)	2.050	09/11/2026 07/11/2026	650,000.00	609,082.50	629,104.93	635,095.59	5,990.66	4,034.51	0.70
89236TDR3	TOYOTA MOTOR CREDIT CORP 3.2% 11JAN2027	3.200	01/11/2027	1,100,000.00	1,031,052.00	1,068,860.37	1,084,202.56	15,342.19	16,524.44	1.18
46647PBW5	JPMORGAN CHASE & CO 1.04% 04FEB2027 (CALLABLE 04FEB26)	1.040	02/04/2027 02/04/2026	1,000,000.00	961,450.00	970,377.91	979,379.16	9,001.25	4,217.78	1.10

ITEM 13.9
SECURITIES HELDATTACHMENT 1
FRANCISCO CORDOVA

As of June 30, 2025

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
24422EWD7	JOHN DEERE CAPITAL CORP 2.35% 08MAR2027	2.350	03/08/2027	600,000.00	553,404.00	578,826.33	583,589.66	4,763.33	4,386.67	0.63
191216CR9	COCA-COLA CO/THE 3.375% 25MAR2027	3.375	03/25/2027 01/25/2027	1,000,000.00	978,430.00	983,127.35	991,127.33	7,999.98	8,906.25	1.12
437076CA8	HOME DEPOT INC 2.5% 15APR2027 (CALLABLE 15FEB27)	2.500	04/15/2027 02/15/2027	1,500,000.00	1,398,930.00	1,452,623.44	1,460,046.38	7,422.94	7,812.50	1.60
91159HHR4	US BANCORP 3.15% 27APR2027 (CALLABLE 27MAR27)	3.150	04/27/2027 03/27/2027	850,000.00	789,072.00	820,435.97	834,975.05	14,539.08	4,685.63	0.90
025816DG1	AMERICAN EXPRESS CO 5.389% 28JUL2027 (CALLABLE 28JUL26)	5.389	07/28/2027 07/28/2026	1,000,000.00	1,010,310.00	1,007,117.94	1,009,948.22	2,830.28	22,753.56	1.16
194162AN3	COLGATE-PALMOLIVE CO 3.1% 15AUG2027 (CALLABLE 15JUL27)	3.100	08/15/2027 07/15/2027	1,567,000.00	1,501,091.98	1,533,297.04	1,541,319.28	8,022.24	18,216.38	1.72
037833DB3	APPLE INC 2.9% 12SEP2027 (CALLABLE 12JUN27)	2.900	09/12/2027 06/12/2027	900,000.00	850,563.00	877,062.62	880,665.62	3,603.00	7,830.00	0.97
06051GGA1	BANK OF AMERICA CORP 3.248% 21OCT2027 (CALLABLE 21OCT26)	3.248	10/21/2027 10/21/2026	1,000,000.00	963,420.00	969,723.13	980,932.87	11,209.74	6,225.33	1.10
89236TKL8	TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	5.450	11/10/2027	500,000.00	512,655.00	506,838.37	514,750.85	7,912.48	3,784.72	0.59
14913UA59	CATERPILLAR FINL SERVICE 4.6% 15NOV2027	4.600	11/15/2027	1,000,000.00	999,440.00	999,534.69	1,011,978.56	12,443.87	5,750.00	1.15
02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	4.700	01/12/2028	600,000.00	611,328.00	606,138.52	605,464.72	(673.80)	13,160.00	0.70
02665WEM9	AMERICAN HONDA FINANCE 5.125% 07JUL2028	5.125	07/07/2028	700,000.00	713,811.00	709,267.01	714,204.97	4,937.96	17,239.93	0.82

SECURITIES HELD

As of June 30, 2025

ATTACHMENT 1

ITEM 13.9

FRANCISCO CORDOVA

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
931142ES8	WALMART INC 1.5% 22SEP2028 (CALLABLE 22JUL28)	1.500	09/22/2028 07/22/2028	1,000,000.00	901,490.00	915,645.82	926,912.63	11,266.81	4,083.33	1.03
17325FBB3	CITIBANK NA 5.803% 29SEP2028 (CALLABLE 29AUG28)	5.803	09/29/2028 08/29/2028	1,000,000.00	1,033,740.00	1,023,136.58	1,045,568.85	22,432.27	14,668.69	1.18
61747YFA8	MORGAN STANLEY 5.123% 01FEB2029 (CALLABLE 01FEB28)	5.123	02/01/2029 02/01/2028	800,000.00	800,040.00	800,025.95	813,964.14	13,938.19	16,962.82	0.92
17275RBR2	CISCO SYSTEMS INC 4.85% 26FEB2029 (CALLABLE 26JAN29)	4.850	02/26/2029 01/26/2029	1,000,000.00	998,640.00	998,961.25	1,024,774.56	25,813.31	16,705.56	1.14
61747YFF7	MORGAN STANLEY 5.449% 20JUL2029 (CALLABLE 20JUL28)	5.449	07/20/2029 07/20/2028	500,000.00	515,760.00	512,365.19	514,225.43	1,860.24	12,108.89	0.59
Total Corporate Bonds				24,017,000.00	23,190,206.48	23,628,363.65	23,836,292.08	207,928.43	254,132.26	26.58
Government Agencies										
3137EAEX3	FREDDIE MAC 0.375% 23SEP2025	0.375	09/23/2025	1,100,000.00	1,017,610.00	1,089,348.33	1,089,977.44	629.11	1,111.46	1.17
3133ENP95	FEDERAL FARM CREDIT BANK 4.25% 30SEP2025	4.250	09/30/2025	1,150,000.00	1,151,759.50	1,150,147.03	1,149,469.09	(677.94)	12,218.75	1.32
3133EPYK5	FEDERAL FARM CREDIT BANK 5.125% 10OCT2025	5.125	10/10/2025	1,100,000.00	1,101,749.00	1,100,252.02	1,102,180.34	1,928.32	12,527.78	1.26
3133EPMB8	FEDERAL FARM CREDIT BANK 4.125% 08DEC2025	4.125	12/08/2025	1,500,000.00	1,484,865.00	1,497,310.09	1,498,400.16	1,090.07	3,781.25	1.70
3133EPCF0	FEDERAL FARM CREDIT BANK 4.5% 02MAR2026	4.500	03/02/2026	1,100,000.00	1,120,416.00	1,104,709.89	1,102,473.61	(2,236.28)	16,225.00	1.28
3133EPHH1	FEDERAL FARM CREDIT BANK 4% 28APR2026	4.000	04/28/2026	900,000.00	906,378.30	901,779.71	898,601.50	(3,178.21)	6,200.00	1.04

ITEM 13.9 SECURITIES HELD

As of June 30, 2025

ATTACHMENT 1
FRANCISCO CORDOVA

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3130AN4T4	FEDERAL HOME LOAN BANK 0.875% 12JUN2026	0.875	06/12/2026	1,000,000.00	903,900.00	969,341.23	970,635.28	1,294.05	437.50	1.04
3130AWLZ1	FEDERAL HOME LOAN BANK 4.75% 12JUN2026	4.750	06/12/2026	1,150,000.00	1,146,607.50	1,148,836.27	1,157,213.61	8,377.34	2,731.25	1.31
3133EPNG6	FEDERAL FARM CREDIT BANK 4.375% 23JUN2026	4.375	06/23/2026	1,000,000.00	1,000,360.00	1,000,117.34	1,003,396.04	3,278.70	850.69	1.15
3133ENV72	FEDERAL FARM CREDIT BANK 4.5% 27JUL2026	4.500	07/27/2026	1,000,000.00	998,761.20	999,644.09	1,004,993.58	5,349.49	19,125.00	1.14
3130APJH9	FEDERAL HOME LOAN BANK 1.75% 28OCT2026 (CALLABLE 28JUL25) #0006	1.750	10/28/2026 07/28/2025	1,300,000.00	1,178,866.00	1,257,487.48	1,269,903.12	12,415.64	3,918.06	1.35
3133EPK79	FEDERAL FARM CREDIT BANK 4.375% 07DEC2026	4.375	12/07/2026	1,250,000.00	1,245,867.50	1,248,029.06	1,257,252.60	9,223.54	3,493.92	1.43
3133ERK42	FEDERAL FARM CREDIT BANK 4.125% 16DEC2026	4.125	12/16/2026	1,500,000.00	1,494,885.00	1,496,156.44	1,503,423.95	7,267.51	2,406.25	1.71
3133ERS93	FEDERAL FARM CREDIT BANK 4.25% 13JAN2027	4.250	01/13/2027	1,500,000.00	1,498,710.00	1,499,017.40	1,506,845.87	7,828.47	29,572.92	1.72
3133ERG72	FEDERAL FARM CREDIT BANK 4.5% 11JUN2027	4.500	06/11/2027	1,000,000.00	1,000,520.00	1,000,337.52	1,011,655.21	11,317.69	2,375.00	1.15
3130ATU54	FEDERAL HOME LOAN BANK 4.25% 10DEC2027	4.250	12/10/2027	1,200,000.00	1,206,438.70	1,203,263.86	1,213,239.07	9,975.21	2,833.33	1.38
3133EN5N6	FEDERAL FARM CREDIT BANK 4% 06JAN2028	4.000	01/06/2028	900,000.00	904,194.00	902,145.55	903,556.62	1,411.07	17,400.00	1.04
3130ATS57	FEDERAL HOME LOAN BANK 4.5% 10MAR2028	4.500	03/10/2028	1,000,000.00	1,014,989.00	1,008,072.92	1,019,693.06	11,620.14	13,750.00	1.16

ITEM 13.9
SECURITIES HELD

As of June 30, 2025

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3130AWC24	FEDERAL HOME LOAN BANK 4% 09JUN2028	4.000	06/09/2028	1,000,000.00	999,822.81	999,895.17	1,007,672.72	7,777.55	2,333.33	1.15
3133EPUN3	FEDERAL FARM CREDIT BANK 4.5% 28AUG2028	4.500	08/28/2028	1,500,000.00	1,505,100.00	1,504,423.63	1,528,971.32	24,547.69	22,875.00	1.73
3130B3W25	FEDERAL HOME LOAN BANK 4.3% 27NOV2028	4.300	11/27/2028	1,500,000.00	1,495,050.00	1,495,664.78	1,529,094.32	33,429.54	5,912.50	1.71
3130AVBD3	FEDERAL HOME LOAN BANK 4.5% 09MAR2029	4.500	03/09/2029	1,000,000.00	989,580.00	992,140.65	1,024,934.93	32,794.28	13,875.00	1.13
3130B1BC0	FEDERAL HOME LOAN BANK 4.625% 08JUN2029	4.625	06/08/2029	600,000.00	609,150.00	607,334.48	618,707.15	11,372.67	1,695.83	0.70
3130ATUT2	FEDERAL HOME LOAN BANK 4.5% 14DEC2029	4.500	12/14/2029	1,100,000.00	1,110,120.00	1,109,281.01	1,127,424.25	18,143.24	2,200.00	1.27
3134HAW33	FREDDIE MAC 4.75% 18DEC2029 (CALLABLE 18JUN26)	4.750	12/18/2029 06/18/2026	1,300,000.00	1,303,575.00	1,303,110.25	1,306,982.72	3,872.47	2,058.33	1.49
3130AV5P3	FEDERAL HOME LOAN BANK 4.375% 08MAR2030	4.375	03/08/2030	1,500,000.00	1,514,971.50	1,514,181.76	1,535,766.65	21,584.89	20,416.67	1.74
Total Government Agencies				30,150,000.00	29,904,246.01	30,102,027.96	30,342,464.21	240,436.25	222,324.82	34.28
Government Bonds										
912828Y79	USA TREASURY 2.875% 31JUL2025	2.875	07/31/2025	1,000,000.00	964,534.60	998,574.02	998,747.62	173.60	11,912.98	1.11
91282CAJ0	USA TREASURY 0.25% 31AUG2025	0.250	08/31/2025	1,400,000.00	1,279,250.00	1,393,573.82	1,390,183.59	(3,390.23)	1,160.33	1.47
9128285J5	USA TREASURY 3% 31OCT2025	3.000	10/31/2025	750,000.00	739,660.72	748,901.79	746,806.64	(2,095.15)	3,729.62	0.85

As of June 30, 2025

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
9128285N6	USA TREASURY 2.875% 30NOV2025	2.875	11/30/2025	1,000,000.00	962,347.10	993,548.83	994,189.45	640.62	2,356.56	1.10
91282CJS1	USA TREASURY 4.25% 31DEC2025	4.250	12/31/2025	1,000,000.00	1,000,159.60	1,000,082.26	1,000,009.77	(72.49)	0.00	1.15
91282CJV4	USA TREASURY 4.25% 31JAN2026	4.250	01/31/2026	1,000,000.00	1,000,198.66	1,000,110.37	999,960.94	(149.43)	17,610.50	1.15
9128286F2	USA TREASURY 2.5% 28FEB2026	2.500	02/28/2026	750,000.00	713,645.09	739,278.83	741,738.29	2,459.46	6,216.03	0.82
91282CKH3	USA TREASURY 4.5% 31MAR2026	4.500	03/31/2026	1,000,000.00	1,002,854.91	1,001,753.91	1,002,734.38	980.47	11,188.53	1.15
91282CKS9	USA TREASURY 4.875% 31MAY2026	4.875	05/31/2026	975,000.00	983,115.57	980,362.36	981,969.73	1,607.37	3,896.00	1.13
912828YD6	USA TREASURY 1.375% 31AUG2026	1.375	08/31/2026	1,000,000.00	913,909.60	968,499.91	970,859.38	2,359.47	4,558.42	1.05
91282CCZ2	USA TREASURY 0.875% 30SEP2026	0.875	09/30/2026	1,000,000.00	899,612.73	961,705.36	963,281.25	1,575.89	2,175.55	1.03
91282CDK4	USA TREASURY 1.25% 30NOV2026	1.250	11/30/2026	1,000,000.00	906,487.73	961,525.53	964,218.75	2,693.22	1,024.59	1.04
91282CDQ1	USA TREASURY 1.25% 31DEC2026	1.250	12/31/2026	1,000,000.00	904,104.91	959,157.17	962,617.19	3,460.02	0.00	1.04
91282CEC1	USA TREASURY 1.875% 28FEB2027	1.875	02/28/2027	1,000,000.00	922,698.66	965,159.96	969,257.81	4,097.85	6,216.03	1.06
91282CET4	USA TREASURY 2.625% 31MAY2027	2.625	05/31/2027	1,100,000.00	1,031,253.68	1,064,899.76	1,077,269.53	12,369.77	2,366.80	1.18

As of June 30, 2025

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
91282CEW7	USA TREASURY 3.25% 30JUN2027	3.250	06/30/2027	1,300,000.00	1,255,875.45	1,277,982.97	1,288,371.10	10,388.13	0.00	1.44
91282CFB2	USA TREASURY 2.75% 31JUL2027	2.750	07/31/2027	600,000.00	563,791.07	579,467.22	588,304.69	8,837.47	6,837.02	0.65
91282CFH9	USA TREASURY 3.125% 31AUG2027	3.125	08/31/2027	1,000,000.00	970,393.98	975,701.59	987,695.31	11,993.72	10,360.05	1.11
91282CFM8	USA TREASURY 4.125% 30SEP2027	4.125	09/30/2027	1,300,000.00	1,294,723.11	1,295,679.68	1,311,832.03	16,152.35	13,332.99	1.48
91282CFU0	USA TREASURY 4.125% 31OCT2027	4.125	10/31/2027	850,000.00	843,893.47	846,654.55	857,769.53	11,114.98	5,811.99	0.97
91282CFZ9	USA TREASURY 3.875% 30NOV2027	3.875	11/30/2027	1,000,000.00	987,737.73	989,746.61	1,003,828.12	14,081.51	3,176.23	1.13
91282CGP0	USA TREASURY 4% 29FEB2028	4.000	02/29/2028	1,500,000.00	1,484,594.87	1,486,918.40	1,511,367.18	24,448.78	19,891.30	1.70
91282CHA2	USA TREASURY 3.5% 30APR2028	3.500	04/30/2028	1,000,000.00	970,628.35	978,561.60	994,570.31	16,008.71	5,801.63	1.11
91282CHX2	USA TREASURY 4.375% 31AUG2028	4.375	08/31/2028	2,100,000.00	2,105,010.94	2,103,510.39	2,141,425.78	37,915.39	30,458.56	2.41
91282CJF9	USA TREASURY 4.875% 31OCT2028	4.875	10/31/2028	1,250,000.00	1,275,297.16	1,268,432.30	1,294,921.88	26,489.58	10,101.05	1.46
91282CES6	USA TREASURY 2.75% 31MAY2029	2.750	05/31/2029	940,000.00	901,007.84	907,858.42	906,439.07	(1,419.35)	2,118.85	1.03
91282CFJ5	USA TREASURY 3.125% 31AUG2029	3.125	08/31/2029	1,100,000.00	1,077,359.15	1,080,843.33	1,073,445.32	(7,398.01)	11,396.06	1.23

As of June 30, 2025

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
91282CFL0	USA TREASURY 3.875% 30SEP2029	3.875	09/30/2029	1,200,000.00	1,183,316.52	1,185,525.45	1,205,531.26	20,005.81	11,561.48	1.36
91282CLR0	USA TREASURY 4.125% 31OCT2029	4.125	10/31/2029	800,000.00	800,690.18	800,609.39	811,437.50	10,828.11	5,470.11	0.92
91282CMG3	USA TREASURY 4.25% 31JAN2030	4.250	01/31/2030	1,250,000.00	1,277,982.70	1,277,000.00	1,274,658.20	(2,341.80)	22,013.12	1.46
91282CGQ8	USA TREASURY 4% 28FEB2030	4.000	02/28/2030	1,430,000.00	1,442,573.15	1,442,551.05	1,443,908.98	1,357.93	18,963.04	1.65
91282CMZ1	USA TREASURY 3.875% 30APR2030	3.875	04/30/2030	1,475,000.00	1,466,189.51	1,466,346.40	1,480,761.72	14,415.32	9,474.27	1.68
Total Government Bonds				35,070,000.00	34,124,898.74	34,700,523.23	34,940,112.30	239,589.07	261,179.69	39.12
Grand total				89,257,693.90	87,240,045.13	88,451,608.74	89,139,562.49	687,953.75	737,636.77	100.00

MEMORANDUM



ITEM 16.1.

DATE: August 4, 2025
TO: Honorable Mayor and Council Members
FROM: Russell Ducharme, Neighborhood Services Manager
Erin Naderi, Management Analyst
SUBJECT: **UPDATE ON ILLEGAL FIREWORK ENFORCEMENT AND
TEMPORARY FIREWORK STANDS**

RECOMMENDATION

No formal recommendation is being made by staff at this time. Staff is seeking input on proposed adjustments to fine structures related to the use of illegal fireworks. Staff is also requesting that the City Council review the current Municipal Code provisions and licensing procedures related to safe and sane fireworks and provide feedback on potential updates to those regulations.

RESULT OF RECOMMENDED ACTION

As a result of the discussion, staff will make any requested modifications to the proposed changes based on City Council feedback and return at a future meeting for Council adoption of the changes.

BACKGROUND

Illegal Fireworks:

The City of Rancho Cordova Code Enforcement Division worked collaboratively with the Rancho Cordova Police Department, and Sacramento Metropolitan Fire District to conduct illegal firework enforcement operations from July 3, 2025 – July 5, 2025. The team will be providing data from enforcement operations as well as recommendations for ordinance amendments to strengthen the city's position on illegal fireworks.

Staff recommends increasing the amount of the fine administered for host liability from an escalation model to a per violation model. Currently, a resident with host liability would be fined \$1,000 for illegal firework activity. Under the proposed amendment, the resident would be fined \$10,000 for each day an illegal firework, through the preponderance of evidence, was tied back to their property. The challenge both field and drone teams are having is enough time and evidence to issue a citation. Other jurisdictions have either implemented a "stacking" model, where each illegal firework launched thought the investigation would implicate a \$1,000 fine. Our goal is to reach more residents conducting illegal activity instead of implementing an extensive amount of fines on a few properties.

Firework Stand License:

The City of Rancho Cordova currently authorizes the sale of Safe and Sane fireworks through a permitting process outlined in the Municipal Code. Eligible nonprofit organizations may apply to operate up to two fireworks stands per year during the July 4th holiday period. In order to qualify, organizations must demonstrate the following:

1. They maintain a principal and permanent meeting place within the City of Rancho Cordova or its planning area.
2. They have existed continuously for at least one year prior to application.
3. They have a minimum of 20 bona fide members.

Permits are issued annually and are not guaranteed year to year. The City reviews all applications for eligibility and coordinates with public safety and building departments to ensure operational compliance and safe placement of stands. Applicants are required to obtain insurance, meet spacing requirements (currently a minimum of 600 feet between stands), and adhere to fire prevention standards.

Over time, the number of applications received has remained relatively stable, averaging 17 stands a year over the past five years. However, questions have occasionally arisen regarding the concentration of stands in certain areas, consistency in how eligibility is interpreted, and the overall saturation of fireworks activity as the City's population grows.

In response to these operational considerations, staff has conducted a comparative review of fireworks permitting practices in peer jurisdictions (Attachment 1). This analysis has highlighted a variety of regulatory models and approaches, which may help inform future updates to Rancho Cordova's own fireworks code provisions.

DISCUSSION

At this time, staff is seeking feedback from the City Council on proposed changes to the current permitting system, which are summarized as follows:

Include a definition of "Principal and Permanent Meeting Place".

This definition may include, but is not limited to, a permanent structure, playing field, or geographical area located within the city; clarify that temporary or occasional use of a private home, park, or business venue does not qualify.

Staff recommends removing "planning area" from current code eligibility criteria to ensure fireworks licenses are limited to organizations based within incorporated Rancho Cordova.

Staff recommends increasing the minimum distance between stands from 600 ft to 1,000ft.

Staff recommends reducing the number of stands per organization from 2 to 1.

Staff recommends stand limit 1 stand per 5,000 population (based on current population estimates this would allow 17 stands)

Any future code modifications would be developed based on this input and presented for formal consideration at a later date.

FISCAL IMPACT AND FUNDING SOURCE

There is no formal action taken.

ATTACHMENT(S)

1. Comparison of Jurisdictions
2. Presentation

ITEM 16.1.

ATTACHMENT 1

City	Population (Est.)*	Organization License Limit	Stand Limit	Distribution Method	Eligibility Requirements	Notable Details
Rancho Cordova	~84,113 (2024)	2 stands per organization	No limit on Stands	License Issuance	Nonprofit, principal and permanent meeting place in Rancho Cordova or planning area. At least 1-year continuous presence and minimum of 20 bona fide members	No current cap on total License. 600 ft minimum spacing between stands.
Roseville	~163,304 (2024)	1 booth per org	15	Priority, then lottery	Nonprofit, principal and permanent meeting place in city, ≥ 20 members or local volunteers	First priority to prior year's permittees (max 5 years). Lottery for remaining. Requires detailed local member records.
Folsom	~88,091 (2024)	No specified limit	1 stand per 6,000 residents	Category + Lottery	Nonprofit under 501(c) and principal meeting place in Folsom	Folsom groups qualified applicants by organization type and distributes permits proportionally. If a category has more applicants than permits, a lottery is conducted. Remaining permits are distributed through a second citywide lottery. Two alternates are selected in case of forfeitures.
Citrus Heights	~86,909 (2024)	Up to 2 applications per org	No limit on stands	License Issuance	Tax-exempt under §23701(a-w), Principal meeting place in city, at least 1-year continuous existence and minimum of 20 members	No current cap on total License. 600 ft minimum spacing between stands.
Rocklin	~75,129 (2024)	1 application per org	20 stands	Grandfathered + Lottery	Nonprofit, t least 1 year in city, ≥ 20 local members, purpose must include civic, veteran, welfare, or charitable focus	2013 organizations grandfathered if continuously eligible. Remaining permits distributed by lottery. Requires detailed local member records.
Woodland	~62,983 (2024)	1 stand per org	1 stand per 3,000 residents	Lottery	Nonprofit (youth-focused only), located in Woodland and ≥ 90% of proceeds must support youth programs in Woodland	Strictly limited to youth-serving nonprofits. Permits tied to population-based formula.

*U.S. Census Bureau. (2025). *QuickFacts: Woodland city, California; Rocklin city, California; Citrus Heights city, California; Folsom city, California; Roseville city, California; Rancho Cordova city, California*. Retrieved July 11, 2025, from <https://www.census.gov/quickfacts/fact/table/woodlandcitycalifornia,rocklincitycalifornia,citrusheightscitycalifornia,folsomcitycalifornia,rosevillecitycalifornia,ranchocordovacitycalifornia/INC110223>

Update on Illegal Firework Enforcement and Temporary Firework Stands

August 4, 2025



Meeting Goals

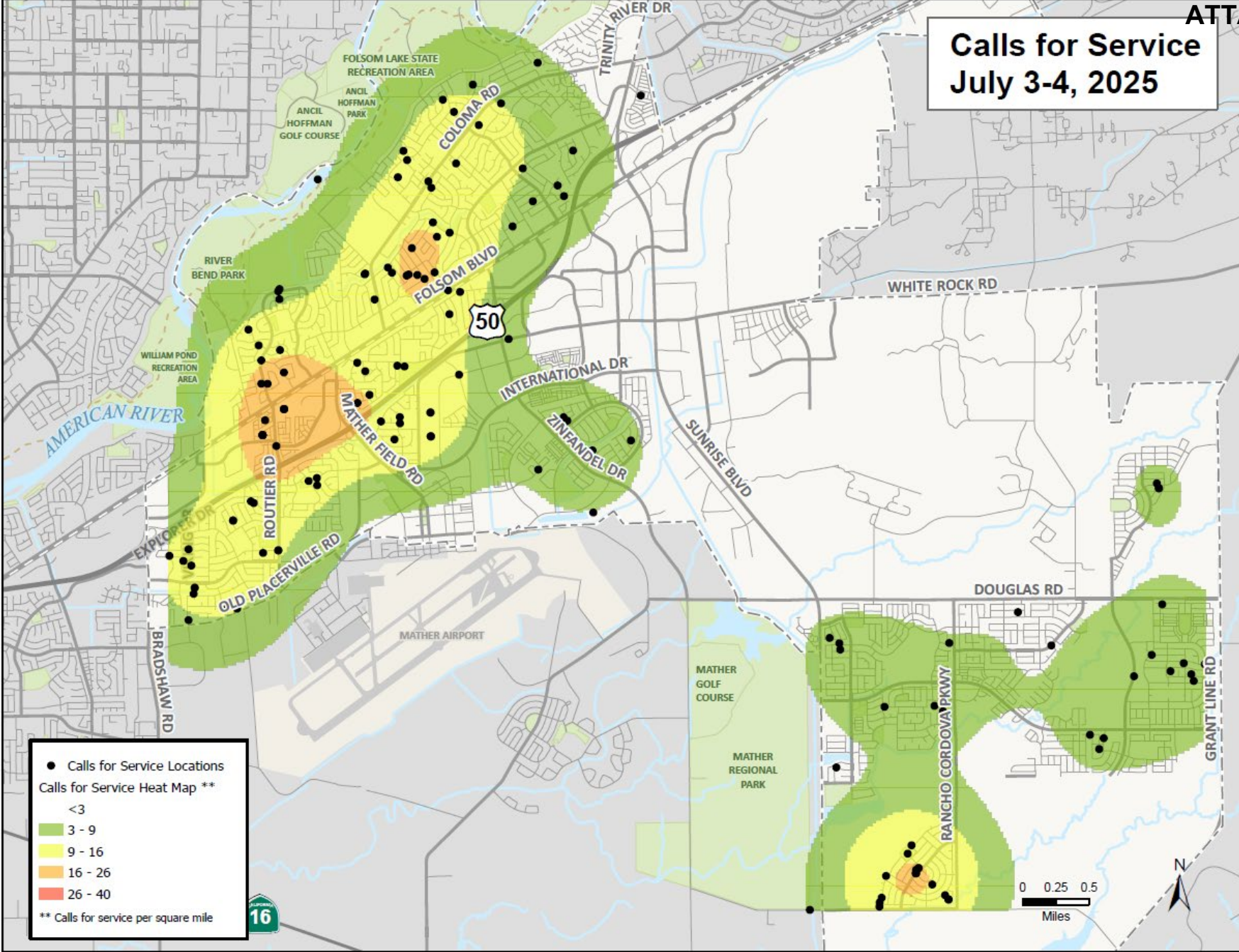
- Review enforcement activities of July 4th and July 5th
- Review historical and current enforcement data
- Update and review of Firework Stand License
- Proposed Municipal Code Updates for Council

Activity Attributes

- Recorded weather each year of enforcement

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
July 3	S – 80°	M - 98°	W - 106°	F – 82 (7/4)
July 4	M - 88°	T - 91 °	Th - 107°	S – 88 (7/5)

<u>Teams</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Two-person, CSU and Code Enforcement teams	5	5	4	4
Two-person, drone teams	0	2	3	4
Two-person, RCNS Rancho Connect team	0	0	1	1



Enforcement

<u>3rd and 4th of July Enforcement</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
• Total calls for service for illegal fireworks from July 1-8 (RCPD)	239	177	70	129
• <i>Total calls for service for illegal fireworks from RC Connect</i>	0	0	48	80
• Properties identified for administrative citation consideration	26	65	75	64

All properties reported (unconfirmed) as having illegal fireworks will receive a letter providing information on the host liability ordinance.

Notices

- Administrative Citations:
 - In person and drone citation were sent during the week of July 28th.
- Administrative Appeal Hearings:
 - Tentatively scheduled for the 2nd week of September.
- Courtesy Notices (based on calls for service):
 - Letters were sent the week of July 28th.

Staff Recommendations for Council Consideration

Proposed ordinance reads:

4.54.305

G. A violation of this section shall be charged as a misdemeanor punishable by a fine or imprisonment in the county jail for not more than six months, or both. In addition to any other remedy allowed by law, any host who violates this section is subject to all remedies available pursuant to RCMC [1.01.190](#). Violations of this section are declared to be a public nuisance. Any host who violates this section is liable for all the response costs relating to the violation. Any fines pursuant to this section, if delinquent, may be recoverable by property lien or special assessment pursuant to RCMC [1.01.200](#).

A violation of this section is subject to an administrative fine as follows:

- ~~1. One thousand dollars for first violation; Ten thousand dollars for a violation.~~
- ~~2. Two thousand five hundred dollars for second violation within one year of the first violation;~~
- ~~3. Five thousand dollars for each additional violation within one year of the first violation;~~
- ~~4. Ten thousand dollars for each violation which occurs on school properties.~~

Jurisdiction Comparison

Jurisdiction	FW Fine Amount
City of Rancho Cordova	\$1,000/\$2,500/\$5,000 per violation, within one year
City of Sacramento	\$1,000/\$2,500/\$5,000 per violation, within one year
City of Elk Grove	\$1,000 each, \$10,000 cap per household
City of Citrus Heights	\$1,000 per device, \$2,500 per each subsequent within one year
County of Sacramento	\$1,000/\$2,500/\$5,000 per violation, within one year
City of Roseville	\$750 for first offense, \$1,000 each subsequent offence
City of Rocklin	\$1,000 per violation

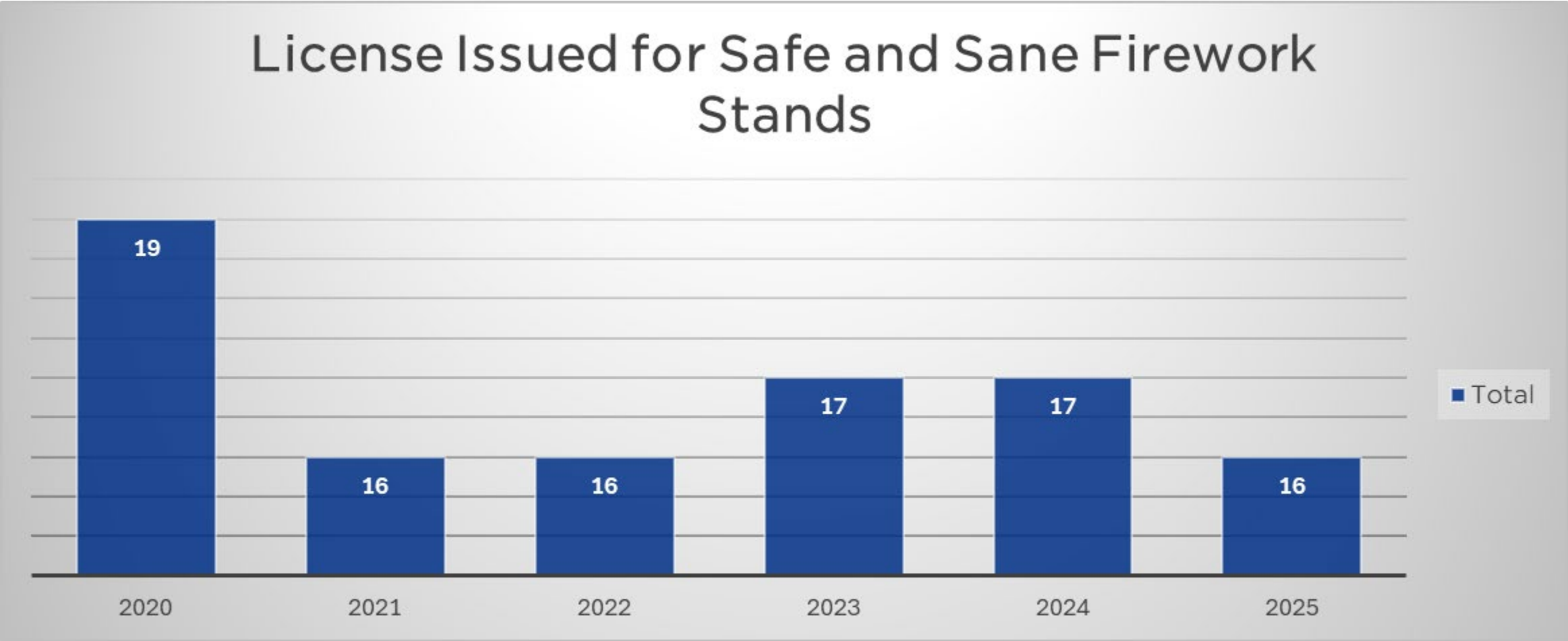
License for Safe and Sane Fireworks

Process of Safe and Sane Firework Stands License

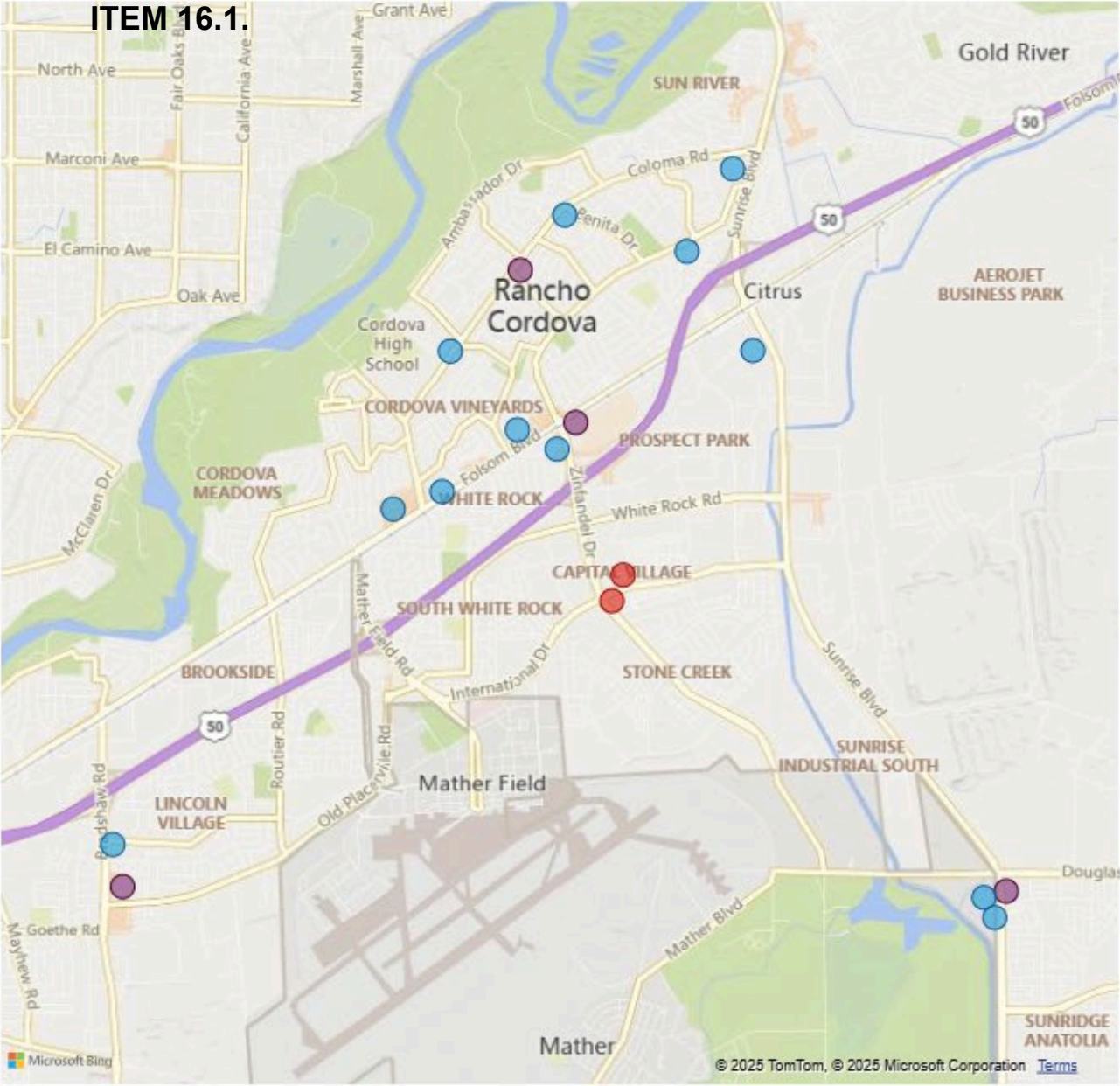
- RCMC 4.54.330 requires a business license to sell safe and sane fireworks
- Distributers apply on behalf of the nonprofit
- Eligibility Criteria
 - *Nonprofit (tax-exempt 501(c))*
 - *Principal meeting place in city or its adopted planning area*
 - *At least 1-year of continuous existence*
 - *Minimum of 20 members*



Firework Stand Permits Issued Since 2020



ITEM 16.1.



Distributor ● Phantom Fireworks ● TNT Fireworks ● Withdrawn

Organization Name	Count of Organization Name
Bayside Life Church	2
Slavic Evangelical Baptist Church of Rancho Cordova	2
American River Grange #172	1
Cordova Community Council Foundation	1
Cordova Senior High School Music Boosters' Association	1
Knights of Columbus #5322	1
New Hope Baptist Church	1
Oasis Christian Ministries	1
Rancho Cordova Jr Lancers	1
Rancho Cordova Methodist Men's Club	1
Rancho Cordova Student Athlete Coalition	1
RC Elite Softball	1
San Juan Diego Council 18076	1
Sun River Church	1
The Way of Life Church	1
Victory Outreach Rancho Cordova	1
Total	18

- Distributor
- Phantom Fireworks
 - TNT Fireworks
 - Withdrawn

16

Count of Licenses Issued

Challenges with Current Process

- Some existing organizations operate multiple stands, which makes it difficult for new organizations to secure stand locations
- Uncertainty about physical presence of some applicants
- Questions about whether proceeds benefit the Rancho Cordova community

Jurisdiction Comparison

City	Population (Est.)*	Organization License Limit	Stand Limit	Distribution Method
Rancho Cordova	~85,451 (2025)	2 stands per organization	No limit on Stands	License issuance
Citrus Heights, Elk Grove, & Sacramento County		Up to 2 applications per org	No limit on stands	License Issuance
Roseville	~163,304 (2024)	1 booth per org	15 stands	Priority, then lottery
Folsom	~88,091 (2024)	No specified limit	1 stand per 6,000 residents	Category + lottery
Rocklin	~75,129 (2024)	1 application per org	20 stands	Grandfathered + Lottery
Woodland	~62,983 (2024)	1 stand per org	1 stand per 3,000 residents	Lottery

*U.S. Census Bureau. (2025). QuickFacts: Woodland city, California; Rocklin city, California; Citrus Heights city, California; Folsom city, California; Roseville city, California; Rancho Cordova city, California. Retrieved July 11, 2025. Department of Finance.

Staff Recommendations for Council Consideration

- Add a definition of “Principal and Permanent Meeting Place”
 - *Language may include, but is not limited to, a permanent structure, playing field, or geographical area located within the city;*
 - *Clarify that temporary or occasional use of a private home, park, or business venue does not qualify*
- Remove “planning area” from current code eligibility criteria
- Increase minimum distance between stands from 600ft to 1,000ft.
- Reduce the number of stands per organization from 2 to 1
- Create a stand limit 1 stand per 5,000 population
- Create a standard lottery process if number of applications exceed allotted amount.

THANK YOU

QUESTIONS & DISCUSSION



MEMORANDUM



ITEM 16.2.

DATE: August 4, 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: **PRESENTATION ON UPCOMING NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PROJECTS, ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-92 WITH DOKKEN ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$136,593.00 FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES ON THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PH VII PROJECT, AND ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-180 WITH DOKKEN ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$377,180.00 FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES ON THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PH VIII PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

This presentation provides Council the background information on upcoming Neighborhood Traffic Management Program (NTMP) projects that enhance safety in our community, specifically on neighborhood streets. Adoption of the Resolutions will authorize the execution of professional services contracts to design improvements, with Council input, that will enhance safety in our community, specifically on neighborhood streets.

BACKGROUND

The Neighborhood Traffic Management Program provides a framework to help develop effective traffic-calming plans. It uses traffic data and community input to identify issues and implement solutions like signage, speed humps, traffic circles or other traffic-calming measures to reduce driving speed and make our neighborhoods safer for all users.

The Neighborhood Traffic Safety Committee (NTSC) reviews petitions, selects streets for approval or denial, and suitability for traffic-calming measures based on the criteria established in the NTMP. The final step in the approval process involves mailing ballots to affected

residents. For a traffic-calming measure to move forward to bidding and construction, at least 25% of ballots must be returned, with a minimum of 67% in favor.

The NTMP Ph VII Project will design and construct traffic-calming measures on Bridlewood Drive between Zinfandel Drive and Cobblestone Drive. The proposed measures included in Attachment 2 were mailed out to residents for approval through a ballot process. The majority of resident comments were supportive of the NTMP Ph VII project, with feedback focused on the severity of speeding, enforcement, and location of proposed devices. The project is scheduled to begin design in Summer 2025 and construction in Spring 2026.

The NTMP Ph VIII Project will design and construct traffic-calming measures along White Rock Road, Borderlands Drive and Canyonland Drive. The proposed measures included in Attachment 5 were mailed out to residents for approval through a ballot process. Similarly, the majority of resident comments were supportive of the NTMP Ph VIII project, with feedback focused on the severity of speeding, enforcement, and location of proposed devices. The project is scheduled to begin design in Summer 2025 and construction in Summer 2026.

The Lincoln Village Neighborhood Traffic Calming Project has completed measures at four locations along Lincoln Village Drive. Three additional measures, including two speed lumps and one traffic circle, are projected to be completed by the end of 2025. Additionally, staff will be conducting a balloting process with residents to consider further traffic calming measures throughout the rest of the neighborhood. This phase will include about three additional locations including improvements similar to those implemented on Lincoln Village Drive, and depending on upcoming community outreach. Construction for this phase is projected to begin in Spring/Summer 2026.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the Capital Improvement Plan budget for Fiscal Years 2025-26 & 2026-27. The NTMP projects are funded with Infrastructure Replacement and Measure A funds. There is no impact on the city's General Fund.

ATTACHMENT(S)

1. Resolution - NTMP Ph VII
2. NTMP Ph VII Project Map
3. NTMP Ph VII Contract No. 2025-92
4. Resolution - NTMP Ph VIII
5. NTMP Ph VIII Project Map
6. NTMP Ph VIII Contract No. 2025-180
7. Presentation

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. 2025-92 WITH DOKKEN ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$136,593.00 FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES ON THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PH VII PROJECT, CS80090

WHEREAS, city staff received a petition for traffic-calming measures on Bridlewood Drive; and

WHEREAS, the Neighborhood Traffic Safety Committee approved these streets to receive traffic-calming; and

WHEREAS, affected residents approved the proposed measures through a ballot process; and

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

WHEREAS, funding for this project is included in the Capital Improvement Plan budget for Fiscal Years 2025-2026 & 2026-2027. The NTMP projects are funded with Infrastructure Replacement and Measure A funds; and

WHEREAS, the city desires to enter into Contract No. 2025-92 with Dokken Engineering, Inc. in an amount not to exceed \$136,593.00 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. 2025-92 with Dokken Engineering, Inc. in an amount not to exceed \$136,593.00 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ITEM 16.2.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Proposed Traffic Calming Measures* Bridlewood Dr

 Project Street

Existing Features

 Speed Limit Sign

 Stop Sign

Proposed Traffic Calming Devices

 Bulb-Outs

 Traffic Circle

Impacts of Proposed Traffic Calming Measures



Traffic Circle

- Reduces speeds up to 13 mph 200 feet upstream/downstream
- Reduces crashes up to 71%



Bulb-Outs

- Reduces speeds up to 7%
- Shortens pedestrian crossing distances

SOURCE: *Neighborhood Traffic Management Program City of Rancho Cordova*
U.S. Department of Transportation Federal Highway Administration

W E MITCHELL
MIDDLE

COBBLESTONE DR

PROPOSED
TRAFFIC CIRCLE

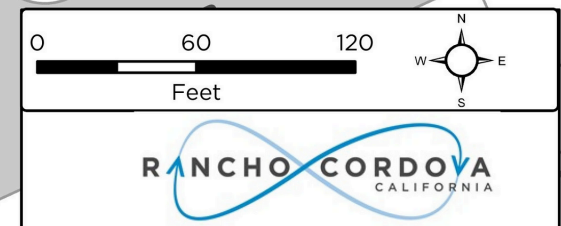
BRIDLEWOOD DR

SPEED
LIMIT
25

PROPOSED
BULB-OUTS

PROPOSED
BULB-OUTS

ZINFANDEL DR



*Traffic calming measures depicted on this map are conceptual and subject to minor change.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
DOKKEN ENGINEERING, INC**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Dokken Engineering, Inc, a ("Professional") as of August 4, 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 \$136,593, One Hundred Thirty-Six Thousand, Five Hundred Ninety-Three 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 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.

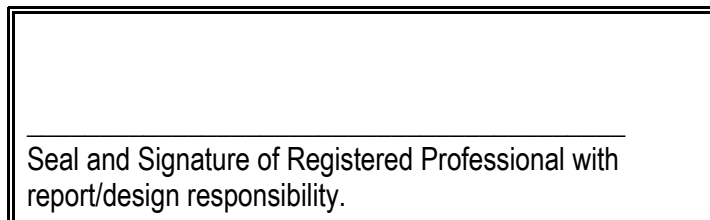
- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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:
Ashley Orsaba-Finders, PE, QSD/P, MBA
Contract Manager
110 Blue Ravine Road, Suite 200
Email Address (for Insurance Update Requests)
aorsabafinders@dokkenengineering.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@cityofranhocordova.org

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



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

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

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Micah Runner, City Manager

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

John A. Klemunes, Jr., President

Date: 6/2/2025

EXHIBIT A
SCOPE OF SERVICES



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

EXHIBIT A

May 23, 2025

Kevin Velazquez
Assistant Engineer
City of Rancho Cordova

RE: Bridlewood Traffic Calming Proposal

Mr. Velazquez:

Dokken Engineering (Dokken) is pleased to provide the City of Rancho Cordova with this design services scope and fee to provide engineering services for the Bridlewood Traffic Calming project. This scope and fee includes the coordination, engineering design, and bid/construction support required for this effort.

Scope of Work**Task 1 – Project Management**

Dokken will coordinate and attend meetings with the City's Project Manager and other required representatives from affected stakeholders as deemed necessary by the City's Project Manager. Dokken will prepare minutes for each meeting and distribute them to the City's Project Manager and other attendees.

Task 1.1 Project Management

Dokken shall prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule completion target dates. Dokken shall mail a progress report with each monthly invoice. Dokken shall maintain a project baseline schedule indicating milestones, major activities, critical path tasks, and deliverables to the City for review and comments.

Task 1.2 Meetings and Coordination

Dokken shall coordinate and attend Project Development Team (PDT) meetings with the City staff and other representatives from resource agencies and stakeholders. PDT meetings will be held monthly, as appropriate. Meeting minutes shall be prepared by the Dokken for each meeting and distributed to the City's Project Manager and attendees. An Action Item List and a Deliverables Status Matrix shall be prepared and updated for each PDT meeting.

Task 1.3 Quality Assurance and Quality Control

Dokken shall have a quality control plan in effect during the entire course of the project. Dokken shall develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans shall also be checked, corrected, and back-checked for accuracy and completeness. Dokken shall review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format, and content are completed in accordance with current standards.

Deliverables:

- ✓ Scope of work
- ✓ Project schedule
- ✓ Monthly progress reports
- ✓ Meeting agendas and minutes

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com



DOKKEN ENGINEERING

*Transportation Solutions from Concept to Construction***Task 2 – Surveying and Basemapping**

UNICO will perform surveying and basemapping in accordance with City standards using City benchmarks. Topographic surveying will focus on curb ramp and traffic circle areas as needed to confirming grading and conform elevations.

Deliverables:

- ✓ AutoCAD file of survey information

Task 3 – Utility Coordination

Dokken will coordinate all modifications, changes, or relocations to existing utilities. Dokken shall coordinate with existing utility owners to determine the number and location of all underground and overhead utilities. All utility coordination letters shall be on City letterhead, and all letters and maps shall be submitted to the City for review prior to sending to the utility companies.

Task 3.1 Utility Verification and Coordination with Owners

Dokken will request existing and planned utility information with a project location/limit map along with a City-approved letter requesting verification of the location, size, and depth of each facility within the project area. Dokken will identify all public or private utilities that may be affected by the project and determine limits of raise utilities or relocations and determine the responsible party for cost. A utility log documenting all correspondence with the utility owners will be maintained for the duration of the project. Dokken will map existing utilities in CAD based on the responses.

Deliverables:

- ✓ Utility Information Request Letters
- ✓ Utility CAD file
- ✓ Utility Log

Task 3.2 Utility Positive Locating

Dokken will review the utility base map in light of the proposed improvements, field verify the information provided by the utility companies, and evaluate the extent of any potential utility conflicts. As a preliminary to the 30% plans, Dokken will prepare potholing plans to identify key locations requiring potholing. Dokken will arrange to perform a maximum of 3 potholes (assume a maximum 10-foot depth for each pothole) to establish the horizontal and vertical location of critical underground utility lines.

Deliverables:

- ✓ Utility Pothole Report

Task 3.3 Utility Impact Resolution

Once the existing utility information is compiled, Dokken will prepare a summary of utility impacts and draft pothole locations. Dokken will then prepare utility conflict maps if needed. Those maps will be sent to the utility owners along with a request for claim of liability letter.

Deliverables:

- ✓ Utility Conflict Maps

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

- ✓ Claim of Liability Request

Task 3.4 Utility Adjustment/Relocation Coordination

Dokken will prepare Notice to Owner (NTO) for existing utilities that need to be adjusted or relocated. Dokken will coordinate with utility companies for final utility relocation plans and construction schedule for the relocations prior to or during project construction.

Deliverables:

- ✓ Notice to Owner
- ✓ Utility Agreements
- ✓ Utility Relocation Plans

Task 4 – Preliminary Engineering

30% Preliminary Plans and Estimate

Dokken will prepare the preliminary design plans using AutoCAD/Civil 3D. This set will show proposed roadway improvements, preliminary right-of-way, and existing utilities will be shown on the preliminary design plans. The plans will include a title sheet, typical sections, and plan layout sheets. Dokken will also prepare a 30% design construction cost estimate for the project.

Deliverables:

- ✓ 30% Plans (11"x17") and Estimate (PDF)

Task 5 – Final Design

Task 5.1 90% PS&E

Dokken will prepare 90% PS&E for the project building upon the ~~65% submittal~~ by providing full details as needed to construct the project. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. The design plans shall be created using AutoCAD/Civil 3D, and the plans should follow all applicable City of Rancho Cordova, Sacramento County, and Caltrans design standards. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project.

The plans shall be clear and concise, and will include:

- Typical cross sections
- Layout sheets and profiles
- Construction details
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details (if needed)
- Utility plans, profiles, details (if needed)
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Quantity sheets

Dokken will provide written responses for each comment received and mark each comment as "incorporated" or "not incorporated". For each "not incorporated" response, Dokken will provide descriptive reasoning stating why and what design standards or impact implementing the requested change

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

would have. A meeting will be held following each submittal to resolve any disputed comments. The comment response matrix will be updated to show the final disposition after the meeting.

Deliverables:

- ✓ One PDF copy of the complete (full size) plans for City review and comments
- ✓ One PDF copy of the Engineer's Estimate for Construction
- ✓ Word document copy of the Specifications
- ✓ Response to all City comments in matrix format
- ✓ Civil 3D files, as requested by the City

Task 5.2 Final PS&E

Dokken will prepare Final PS&E for the project building upon the 90% submittal by providing last comment resolutions and updates from coordination activities. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project. Dokken will submit the draft 100% PS&E package to the City for final review and approval. Once approval is received, Dokken will finalize the construction documents by signing and stamping all sheets, sign and stamp specifications, and provide an updated Engineer's Estimate.

The plans shall be clear and concise and will include:

- Typical cross sections
- Layout sheets and profiles
- Construction details
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details (if needed)
- Utility plans, profiles, details (if needed)
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Quantity sheets

Deliverables:

- ✓ Electronic copy of the draft PS&E
- ✓ Signed and stamped final plans: one set of 22"x34", one set of 11"x17" bond copies, and one PDF full-size copy
- ✓ One PDF copy and one Excel copy of the Engineer's Estimate
- ✓ One signed and stamped copy of the Specifications, and one electronic (Word document) copy
- ✓ Quantity calculations (as requested)
- ✓ Civil 3D files (as requested)

Task 6 – Bid Assistance

Dokken will be available to provide clarification and information about the PS&E package during the construction advertising and bidding process. Dokken will assist the City in the preparation of any addenda to the PS&E during the advertisement period attend the project pre-bid meeting and provide written meeting notes. Dokken will review and comment on pre-bid meeting notes to determine any necessary addenda. Dokken shall prepare any plan revisions as determined necessary by addenda.

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com

**DOKKEN ENGINEERING***Transportation Solutions from Concept to Construction**Deliverables:*

- ✓ Assist in developing the pre-bid meeting agenda, attend, and take notes
- ✓ Provide clarification and revisions of documents during advertising and preparation of any addenda as required

Task 7 – Construction Support

Dokken will provide Construction Support Engineering and Record Drawing services, as requested by the City. This task will include typical construction engineering support design services during an estimated 1-month construction period.

The deliverables included in this task include the preparation and response to Requests for Information (RFIs), and the work will conclude with the preparation of as-built documents.

Deliverables:

- ✓ Response to RFIs
- ✓ As-builts / Record Drawings

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com

**DOKKEN ENGINEERING***Transportation Solutions from Concept to Construction*Exclusions

The scope and fee described above assumes the following exclusions and/or information provided by others:

- Environmental clearance will be a CE and environmental permits are not needed
- All work to be performed will be within City right of way

Sincerely,

DOKKEN ENGINEERING

Ashley Orsaba-Finders, PE
Senior Engineer
Project Manager

Notice to Proceed

Please signify your agreement to the terms of this scope and fee proposal by signing below and indicating the Notice to Proceed date.

Name: _____
Title: _____
City of Rancho Cordova

Notice to Proceed Date

EXHIBIT B
COMPENSATION SCHEDULE

EXHIBIT B

COST PROPOSAL - HOURS BREAKDOWN BY TASK
CITY OF ROSEVILLE
TASK ORDER 2 - BRIDLEWOOD TRAFFIC CALMING
May 19, 2025



TASK DESCRIPTION	DOKKEN ENGINEERING						UNICO ENGINEERING								GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
	QA/QC Manager	Project Manager	Senior Engineer 3	Associate Engineer 2	Assistant Engineer 2	TOTAL HOURS	TOTAL ESCALATION	OTHER DIRECT COST	TOTAL COST	Rob Markes Survey Manager	Adam Bishop, PLS Senior Land Surveyor	Roy Porter, LSIT Land Surveyor	Party Chief	Rodman				Survey Technician / Drafter	TOTAL HOURS	TOTAL COST																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
BILLING RATES*	\$385	\$300	\$300	\$205	\$150					\$254	\$198	\$115	\$237	\$216	\$92																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

*Billing Rates are in accordance with those set forth in the On Call Civil Design Services, Professional Land Surveying, Environmental, and Stormwater Services Contract (2/20/2025).

DOKKEN ESCALATION CALCULATION

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$147,745.00	804	=	\$183.76	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$183.76	+	5.0%	=	\$192.95
Year 2	\$192.95	+	5.0%	=	\$202.60
Year 3	\$202.60	+	5.0%	=	\$212.73
Year 4	\$212.73	+	5.0%	=	\$223.36
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	804	=	161	Estimated Hours Year 1
Year 2	40.0%	*	804	=	322	Estimated Hours Year 2
Year 3	40.0%	*	804	=	322	Estimated Hours Year 3
Year 4	0.0%	*	804	=	0	Estimated Hours Year 4
Year 5	0.0%	*	804	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	804	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$183.76	*	161	=	\$29,549.00	Estimated Hours Year 1
Year 2	\$192.95	*	322	=	\$62,052.90	Estimated Hours Year 2
Year 3	\$202.60	*	322	=	\$65,155.55	Estimated Hours Year 3
Year 4	\$212.73	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$223.36	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$156,757.45	
			Direct Labor Subtotal before Escalation	=	\$147,745.00	
			Estimated total of Direct Labor Salary Increase	=	\$9,012.45	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 2 Business name/disregarded entity name, if different from above 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)								
5 Address (number, street, and apt. or suite no.) See instructions. 6 City, state, and ZIP code 7 List account number(s) here (optional)								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;"></td> </tr> <tr> <td colspan="2" style="text-align: center; border-top: 1px solid black;"> or Employer identification number </td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>					or Employer identification number			
or Employer identification number								
Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border-bottom: 1px solid black;">Sign Here</td> <td style="width: 45%; border-bottom: 1px solid black;">Signature of U.S. person ▶</td> <td style="width: 40%; border-bottom: 1px solid black;">Date ▶</td> </tr> </table>			Sign Here	Signature of U.S. person ▶	Date ▶			
Sign Here	Signature of U.S. person ▶	Date ▶						
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.								

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

Form W-9 (Rev. 10-2018)

Page **3**

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

5396302.2

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. 2025-180 WITH DOKKEN ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$377,180.00 FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES ON THE NEIGHBORHOOD TRAFFIC CALMING PROGRAM PH VIII PROJECT, CS80125

WHEREAS, city staff received a petition for traffic-calming measures on White Rock Road, Borderlands Drive, and Canyonlands Drive; and

WHEREAS, the Neighborhood Traffic Safety Committee approved these streets to receive traffic calming;
and

WHEREAS, affected residents approved the proposed measures through a ballot process;
and

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

WHEREAS, funding for this project is included in the Capital Improvement Plan budget for Fiscal Years 2025-2026 & 2026-2027. The NTMP projects are funded with Infrastructure Replacement and Measure A funds; and

WHEREAS, the city desires to enter into Contract No. 2025-180 with Dokken Engineering, Inc. in an amount not to exceed \$377,180.00 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. 2025-180 with Dokken Engineering, Inc. in an amount not to exceed \$377,180.00 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ITEM 16.2.

ATTACHMENT 4

ATTEST:

Stacy Leitner, CMC
City Clerk

Borderlands Neighborhood Traffic Calming Locations Proposed Traffic Calming Measures*

 Project Street

Existing Features

 Stop Sign

Proposed Traffic Calming Devices

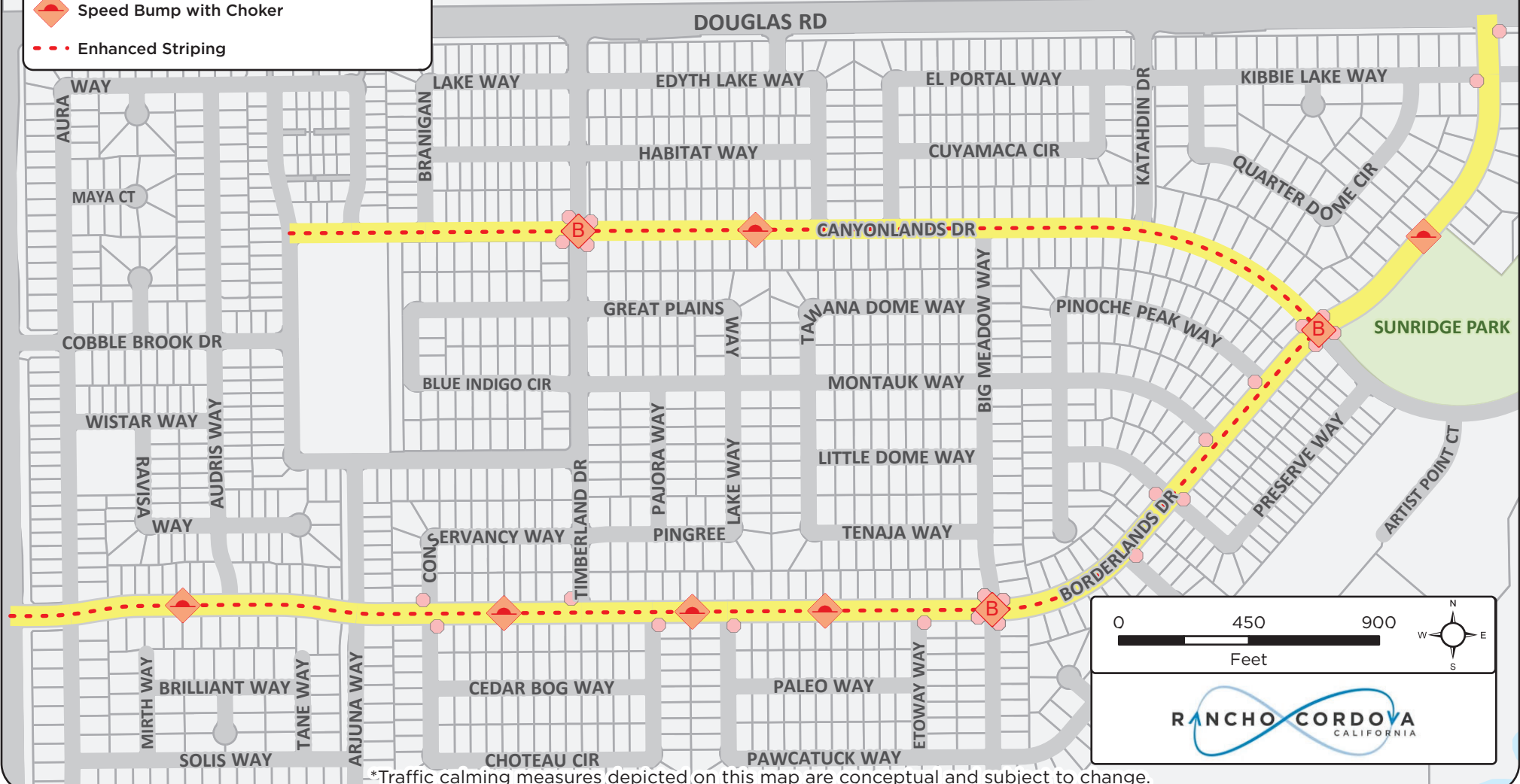
 Bulb-outs/Curb Extensions

 Speed Bump with Choker

 Enhanced Striping

Impacts of Proposed Traffic Calming Measures

-  Two Lane Choker
 - Reduces speeds up to 7%
-  Speed Bump
 - Reduces speeds up to 22%
 - Reduces collisions up to 13%
-  Bulb-outs
 - Reduces Speeds up to 7%
 - Shortens pedestrian crossing distances



*Traffic calming measures depicted on this map are conceptual and subject to change.

RANCHO CORDOVA
CALIFORNIA

Proposed Traffic Calming Measures* White Rock Rd and Mills Station Rd

Project Street

Existing Traffic Calming Devices

Median Island

Proposed Traffic Calming Devices

Intersection Improvement

Raised Crosswalk

Speed Bump

Hardened Centerline

Impacts of Proposed Traffic Calming Measures



Raised Crosswalk

- Reduces speeds up to 18%
- Reduces collisions up to 45%



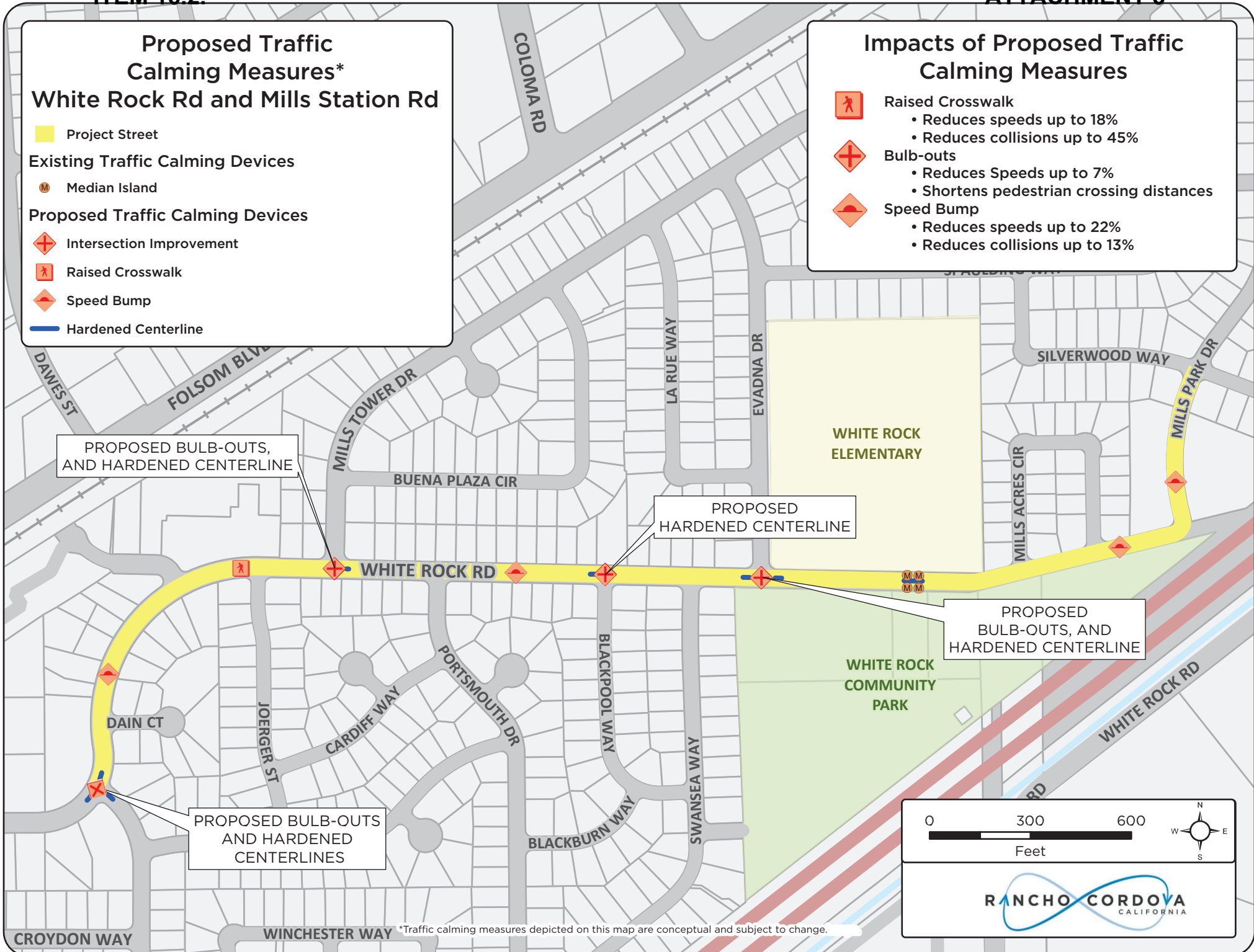
Bulb-outs

- Reduces Speeds up to 7%
- Shortens pedestrian crossing distances



Speed Bump

- Reduces speeds up to 22%
- Reduces collisions up to 13%



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
DOKKEN ENGINEERING, INC FOR THE
WHITE ROCK ROAD TRAFFIC CALMING PROJECT
CS80125**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Dokken Engineering, Inc., a ("Professional") as of August 4, 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 **\$377,180, Three Hundred Seventy-Seven Thousand One Hundred Eighty Dollars and Zero Cents**, 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 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:
Ashley Orsaba-Finders, PE, QSD/P, MBA
Contract Manager
110 Blue Ravine Road, Suite 200
Email Address (for Insurance Update Requests)
aorsabafinders@dokkenengineering.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

PROFESSIONAL

Micah Runner, City Manager

John A. Kleumes, Jr., President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

June 16, 2025

Kevin Velazquez
Assistant Engineer
City of Rancho Cordova

RE: White Rock Road and Mills Station Road/Borderlands Neighborhood Traffic Calming Proposal

Mr. Velazquez:

Dokken Engineering (Dokken) is pleased to provide the City of Rancho Cordova with this design services scope and fee to provide engineering services for the White Rock Road and Mills Station Road/Borderlands Neighborhood Traffic Calming project. This scope and fee includes the coordination, engineering design, and bid/construction support required for this effort.

Scope of Work

Task 1 – Project Management

Dokken will coordinate and attend meetings with the City's Project Manager and other required representatives from affected stakeholders as deemed necessary by the City's Project Manager. Dokken will prepare minutes for each meeting and distribute them to the City's Project Manager and other attendees.

Task 1.1 Project Management

Dokken shall prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule completion target dates. Dokken shall mail a progress report with each monthly invoice. Dokken shall maintain a project baseline schedule indicating milestones, major activities, critical path tasks, and deliverables to the City for review and comments.

Task 1.2 Meetings and Coordination

Dokken shall coordinate and attend Project Development Team (PDT) meetings with the City staff and other representatives from resource agencies and stakeholders. PDT meetings will be held monthly, as appropriate. Meeting minutes shall be prepared by the Dokken for each meeting and distributed to the City's Project Manager and attendees. An Action Item List and a Deliverables Status Matrix shall be prepared and updated for each PDT meeting.

Task 1.3 Quality Assurance and Quality Control

Dokken shall have a quality control plan in effect during the entire course of the project. Dokken shall develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans shall also be checked, corrected, and back-checked for accuracy and completeness. Dokken shall review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format, and content are completed in accordance with current standards.

Deliverables:

- ✓ Scope of work
- ✓ Project schedule
- ✓ Monthly progress reports
- ✓ Meeting agendas and minutes

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com

**DOKKEN ENGINEERING***Transportation Solutions from Concept to Construction***Task 2 – Surveying and Basemapping**

UNICO will perform surveying and basemapping in accordance with City standards using City benchmarks. Topographic surveying will focus on curb ramp and traffic circle areas as needed to confirming grading and conform elevations.

Deliverables:

- ✓ AutoCAD file of survey information

Task 3 – Utility Coordination

Dokken will coordinate all modifications, changes, or relocations to existing utilities. Dokken shall coordinate with existing utility owners to determine the number and location of all underground and overhead utilities. All utility coordination letters shall be on City letterhead, and all letters and maps shall be submitted to the City for review prior to sending to the utility companies.

Task 3.1 Utility Verification and Coordination with Owners

Dokken will request existing and planned utility information with a project location/limit map along with a City-approved letter requesting verification of the location, size, and depth of each facility within the project area. Dokken will identify all public or private utilities that may be affected by the project and determine limits of raise utilities or relocations and determine the responsible party for cost. A utility log documenting all correspondence with the utility owners will be maintained for the duration of the project. Dokken will map existing utilities in CAD based on the responses.

Deliverables:

- ✓ Utility Information Request Letters
- ✓ Utility CAD file
- ✓ Utility Log

Task 3.2 Utility Positive Locating

Dokken will review the utility base map in light of the proposed improvements, field verify the information provided by the utility companies, and evaluate the extent of any potential utility conflicts. As a preliminary to the 30% plans, Dokken will prepare potholing plans to identify key locations requiring potholing. Dokken will arrange to perform a maximum of 21 potholes (assume a maximum 10-foot depth for each pothole) to establish the horizontal and vertical location of critical underground utility lines.

Deliverables:

- ✓ Utility Pothole Report

Task 3.3 Utility Impact Resolution

Once the existing utility information is compiled, Dokken will prepare a summary of utility impacts and draft pothole locations. Dokken will then prepare utility conflict maps if needed. Those maps will be sent to the utility owners along with a request for claim of liability letter.

Deliverables:

- ✓ Utility Conflict Maps
- ✓ Claim of Liability Request

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

Task 3.4 Utility Adjustment/Relocation Coordination

Dokken will prepare Notice to Owner (NTO) for existing utilities that need to be adjusted or relocated. Dokken will coordinate with utility companies for final utility relocation plans and construction schedule for the relocations prior to or during project construction.

Deliverables:

- ✓ Notice to Owner
- ✓ Utility Agreements
- ✓ Utility Relocation Plans

Task 4 – Preliminary Engineering

30% Preliminary Plans and Estimate

Dokken will prepare the preliminary design plans using AutoCAD/Civil 3D. This set will show proposed roadway improvements, preliminary right-of-way, and existing utilities will be shown on the preliminary design plans. The plans will include a title sheet, typical sections, and plan layout sheets. Dokken will also prepare a 30% design construction cost estimate for the project.

Deliverables:

- ✓ 30% Plans (11"x17") and Estimate (PDF)

Task 5 – Final Design

Task 5.1 90% PS&E

Dokken will prepare 90% PS&E for the project building upon the 30% submittal by providing full details as needed to construct the project. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. The design plans shall be created using AutoCAD/Civil 3D, and the plans should follow all applicable City of Rancho Cordova, Sacramento County, and Caltrans design standards. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project.

The plans shall be clear and concise, and will include:

- Typical cross sections
- Layout sheets and profiles
- Construction details
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details (if needed)
- Utility plans, profiles, details (if needed)
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Quantity sheets

Dokken will provide written responses for each comment received and mark each comment as "incorporated" or "not incorporated". For each "not incorporated" response, Dokken will provide descriptive reasoning stating why and what design standards or impact implementing the requested change would have. A meeting will be held following each submittal to resolve any disputed comments. The comment response matrix will be updated to show the final disposition after the meeting.

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

Deliverables:

- ✓ One PDF copy of the complete (full size) plans for City review and comments
- ✓ One PDF copy of the Engineer's Estimate for Construction
- ✓ Word document copy of the Specifications
- ✓ Response to all City comments in matrix format
- ✓ Civil 3D files, as requested by the City

Task 5.2 Final PS&E

Dokken will prepare Final PS&E for the project building upon the 90% submittal by providing last comment resolutions and updates from coordination activities. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project. Dokken will submit the draft 100% PS&E package to the City for final review and approval. Once approval is received, Dokken will finalize the construction documents by signing and stamping all sheets, sign and stamp specifications, and provide an updated Engineer's Estimate.

The plans shall be clear and concise and will include:

- Typical cross sections
- Layout sheets and profiles
- Construction details
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details (if needed)
- Utility plans, profiles, details (if needed)
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Quantity sheets

Deliverables:

- ✓ Electronic copy of the draft PS&E
- ✓ Signed and stamped final plans: one set of 22"x34", one set of 11"x17" bond copies, and one PDF full-size copy
- ✓ One PDF copy and one Excel copy of the Engineer's Estimate
- ✓ One signed and stamped copy of the Specifications, and one electronic (Word document) copy
- ✓ Quantity calculations (as requested)
- ✓ Civil 3D files (as requested)

Task 6 – Bid Assistance

Dokken will be available to provide clarification and information about the PS&E package during the construction advertising and bidding process. Dokken will assist the City in the preparation of any addenda to the PS&E during the advertisement period attend the project pre-bid meeting and provide written meeting notes. Dokken will review and comment on pre-bid meeting notes to determine any necessary addenda. Dokken shall prepare any plan revisions as determined necessary by addenda.

Deliverables:

- ✓ Assist in developing the pre-bid meeting agenda, attend, and take notes
- ✓ Provide clarification and revisions of documents during advertising and preparation of any addenda as required

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com

**DOKKEN ENGINEERING***Transportation Solutions from Concept to Construction***Task 7 – Construction Support**

Dokken will provide Construction Support Engineering and Record Drawing services, as requested by the City. This task will include typical construction engineering support design services during an estimated 1-month construction period.

The deliverables included in this task include the preparation and response to Requests for Information (RFIs), and the work will conclude with the preparation of as-built documents.

Deliverables:

- ✓ Response to RFIs
- ✓ As-builts / Record Drawings

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com

**DOKKEN ENGINEERING***Transportation Solutions from Concept to Construction***Exclusions**

The scope and fee described above assumes the following exclusions and/or information provided by others:

- Environmental clearance will be a CE and environmental permits are not needed
- All work to be performed will be within City right of way

Sincerely,

DOKKEN ENGINEERING

Ashley Orsaba-Finders, PE
Senior Engineer
Project Manager

Notice to Proceed

Please signify your agreement to the terms of this scope and fee proposal by signing below and indicating the Notice to Proceed date.

Name: _____
Title: _____
City of Rancho Cordova

Notice to Proceed Date

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com

EXHIBIT B
COMPENSATION SCHEDULE



COST PROPOSAL - HOURS BREAKDOWN BY TASK
CITY OF ROSEVILLE
TASK ORDER 3 - WHITE ROCK AND BORDERLANDS
BORDERLANDS TRAFFIC CALMING
June 11, 2025

TASK DESCRIPTION	DOKKEN ENGINEERING						UNICO ENGINEERING						GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS					
	QA/QC Manager	Project Manager	Senior Engineer 3	Associate Engineer 2	Assistant Engineer 2	TOTAL HOURS	ESCALATION	OTHER DIRECT COST	TOTAL COST	Rob Markes	Adam Bishop, PLS	Roy Porter, LST				Party Chief	Rodman	Survey Technician / Drafter	TOTAL HOURS	TOTAL COST
										Survey Manager	Senior Land Surveyor	Land Surveyor								
BILLING RATES* WHITE ROCK ROAD AND MILLS STATION ROAD/BORDERLANDS NEIGHBORHOOD TRAFFIC CALMING	\$385	\$300	\$300	\$205	\$150					\$254	\$198	\$115	\$237	\$216	\$92					
	16	70		36		122	\$2,107		\$36,647								122			
		40				40	\$732		\$12,732								40	\$36,647		
		30		36		66	\$999		\$17,379								66	\$12,732		
	16					16	\$376		\$6,536								16	\$17,379		
										\$6,536								\$6,536		
											10	26	34	48	48	72	238	\$39,965		
											10	26	34	48	48	72	238	\$39,965		
				80	184	264		\$2,684	\$27,000	\$73,684								264	\$73,684	
				20	48	68		\$689		\$11,989								68	\$27,000	
				20	56	76		\$763	\$27,000	\$40,263								76	\$11,989	
				20	40	60		\$616		\$10,716								60	\$40,263	
			20	40	60		\$616		\$10,716								60	\$10,716		
				100	200	300		\$3,081	\$53,581								300	\$10,716		
			100	200	300		\$3,081		\$53,581								300	\$53,581		
	20	10		280	540	850		\$8,991	\$156,391								850	\$156,391		
	12	6	200	400	618		\$6,490		\$112,890								618	\$112,890		
	8	4	80	140	232		\$2,501		\$43,501								232	\$43,501		
	2	2	8	8	20		\$246		\$4,286								20	\$4,286		
	2	2	8	8	20		\$246		\$4,286								20	\$4,286		
	8	8	20	20	56		\$726		\$12,626								56	\$12,626		
	8	8	20	20	56		\$726		\$12,626								56	\$12,626		
TOTAL HOURS	16	100	20	524	952	1,612				10	26	34	48	48	72	238		1,850		
TOTAL COST	\$6,160	\$30,000	\$6,000	\$107,420	\$142,800		\$17,835	\$27,000	\$337,215	\$2,541	\$5,147	\$3,926	\$11,352	\$10,367	\$6,632		\$39,965	\$27,000	\$377,180	

*Billing Rates are in accordance with those set forth in the On-Call Civil Design Services, Professional Land Surveying, Environmental, and Stormwater Services Contract (2/20/2025).

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$292,380.00	1,612 =	\$181.38	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation	
Year 1	\$181.38	+ 5.0% =	\$190.45
Year 2	\$190.45	+ 5.0% =	\$199.97
Year 3	\$199.97	+ 5.0% =	\$209.97
Year 4	\$209.97	+ 5.0% =	\$220.47
			Year 2 Avg Hourly Rate
			Year 3 Avg Hourly Rate
			Year 4 Avg Hourly Rate
			Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	20.0%	* 1,612 =	322	Estimated Hours Year 1
Year 2	40.0%	* 1,612 =	645	Estimated Hours Year 2
Year 3	40.0%	* 1,612 =	645	Estimated Hours Year 3
Year 4	0.0%	* 1,612 =	0	Estimated Hours Year 4
Year 5	0.0%	* 1,612 =	0	Estimated Hours Year 5
Total	100.000%	Total =	1,612	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated Above)	Cost Per Year	
Year 1	\$181.38	* 322 =	\$58,476.00	Estimated Hours Year 1
Year 2	\$190.45	* 645 =	\$122,799.60	Estimated Hours Year 2
Year 3	\$199.97	* 645 =	\$128,939.58	Estimated Hours Year 3
Year 4	\$209.97	* 0 =	\$0.00	Estimated Hours Year 4
Year 5	\$220.47	* 0 =	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation	=	\$310,215.18	
	Direct Labor Subtotal before Escalation	=	\$292,380.00	
	Estimated total of Direct Labor Salary Increase	=	\$17,835.18	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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

W-9

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

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

☐ Other (see instructions) ▶ _____

☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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.

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

	Social security number
	or
	Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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.

Form W-9 (Rev. 10-2018)

Page 3

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

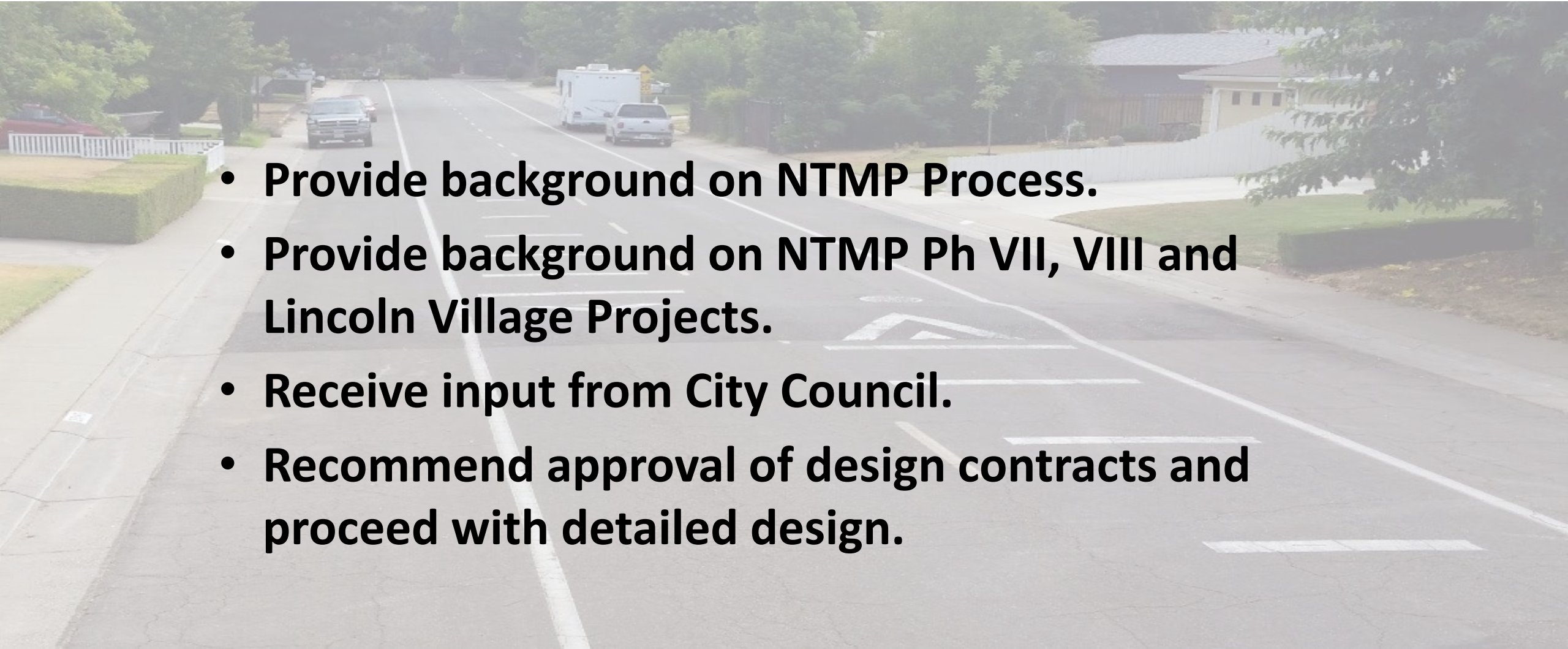
5396302.2

Neighborhood Traffic Management Program Projects: Phase VII, VIII and Lincoln Village

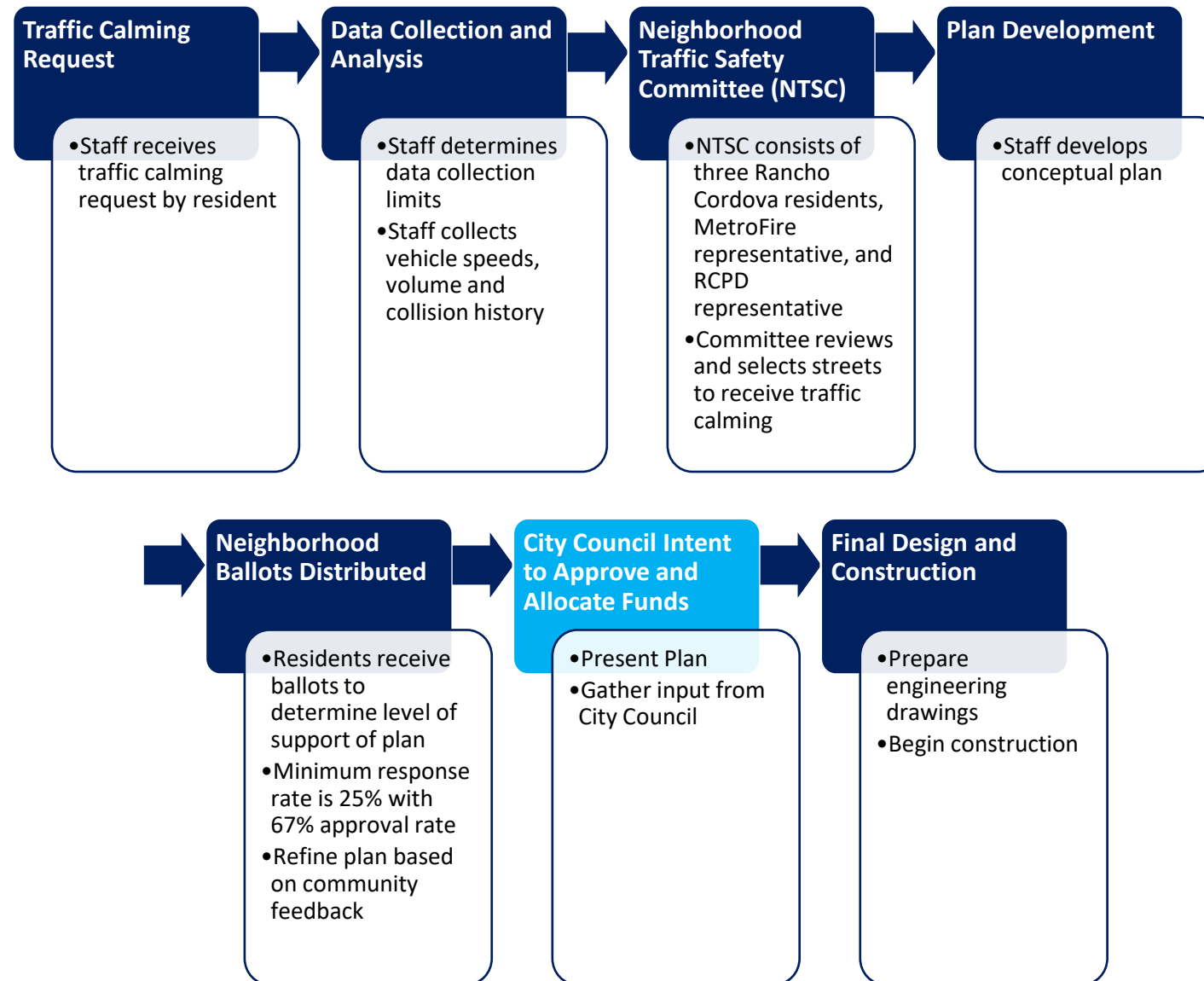
August 4, 2025

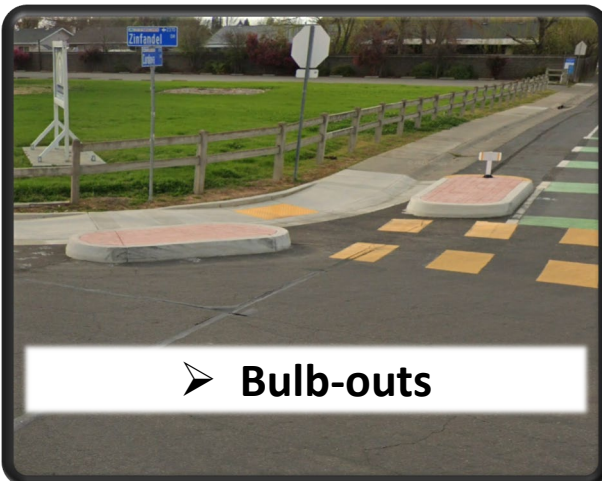
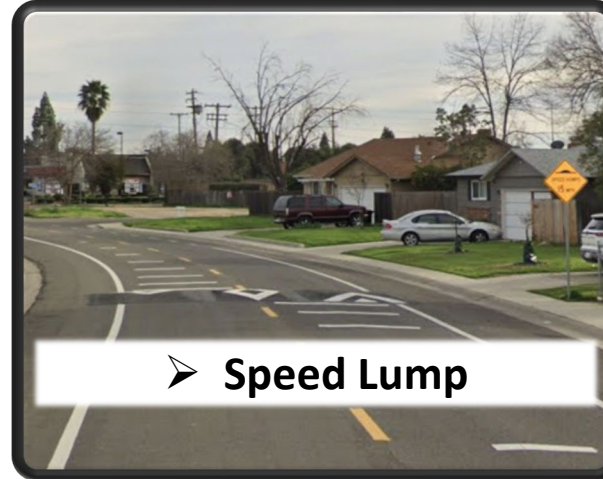
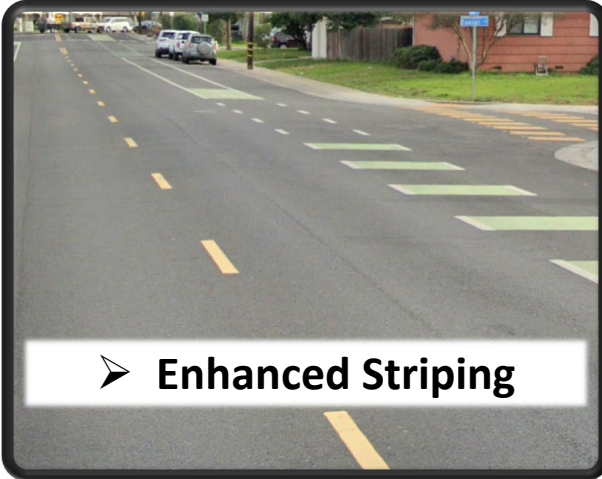


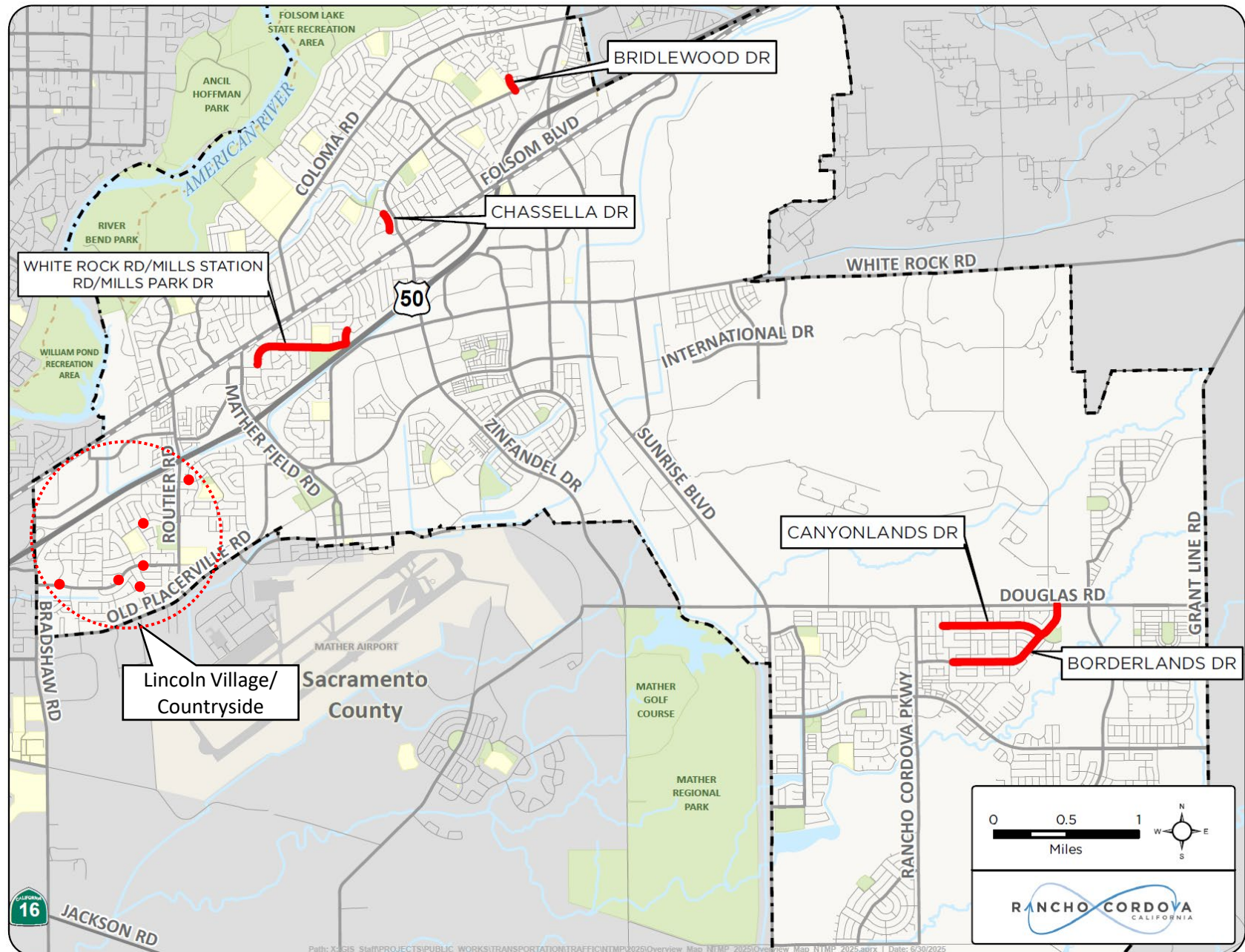
CityofRanchoCordova.org

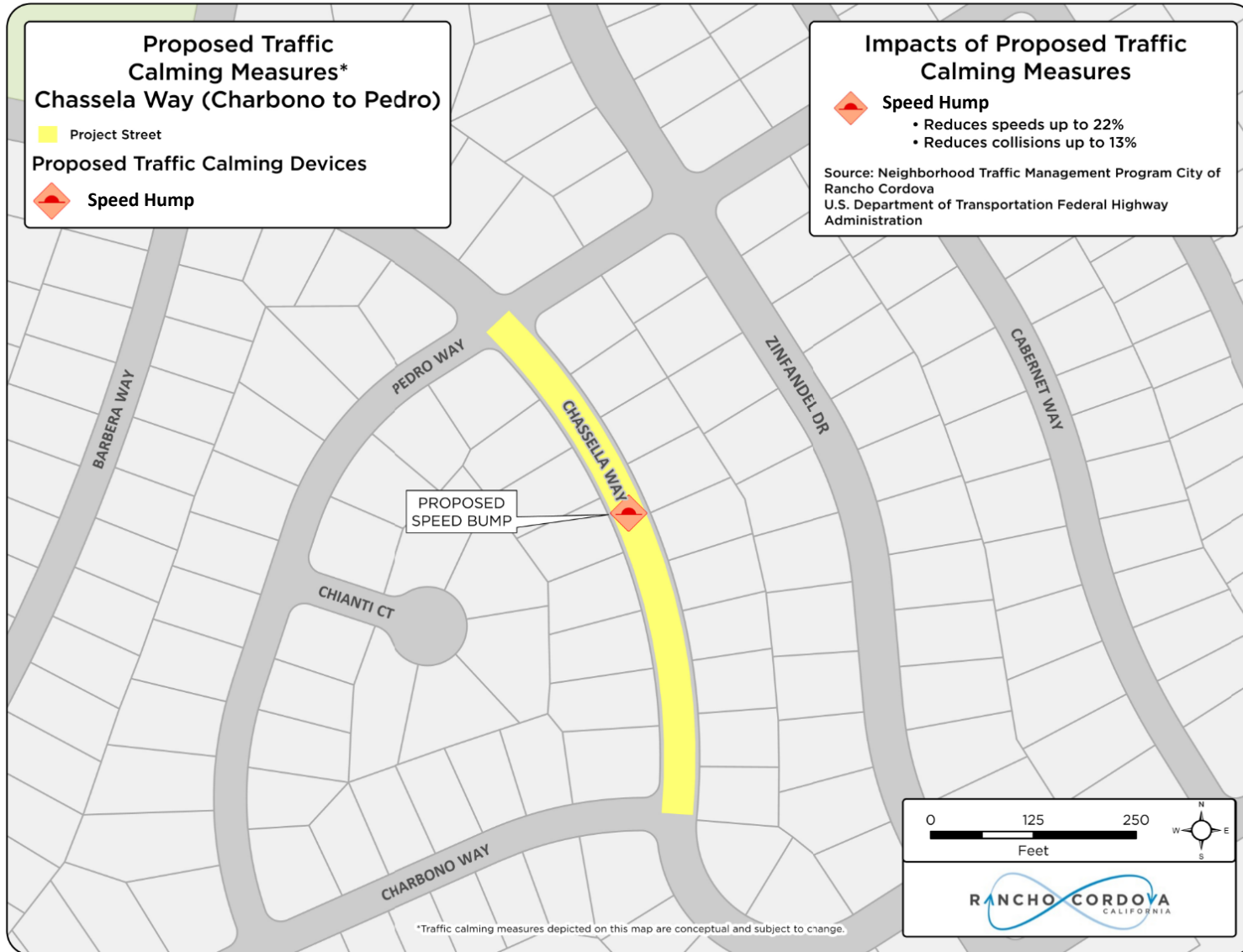
- 
- **Provide background on NTMP Process.**
 - **Provide background on NTMP Ph VII, VIII and Lincoln Village Projects.**
 - **Receive input from City Council.**
 - **Recommend approval of design contracts and proceed with detailed design.**

Neighborhood Traffic Management Program Background



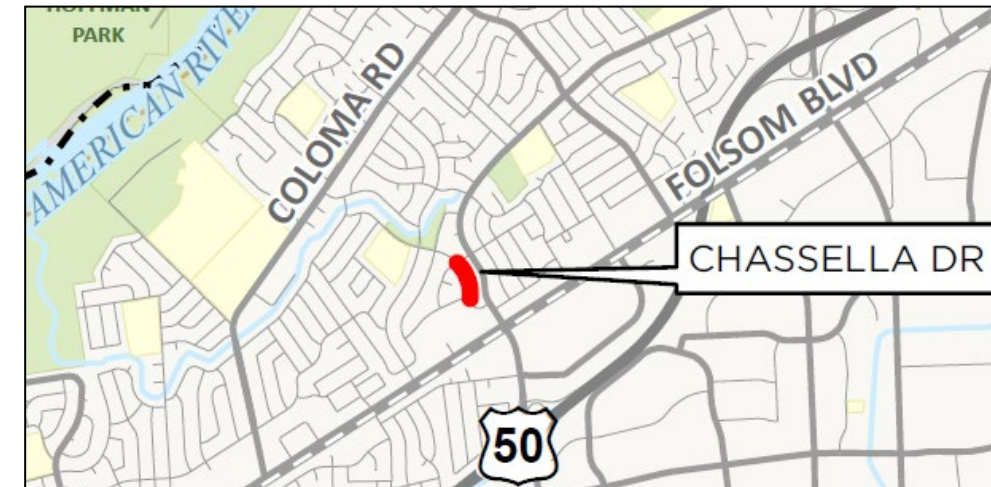


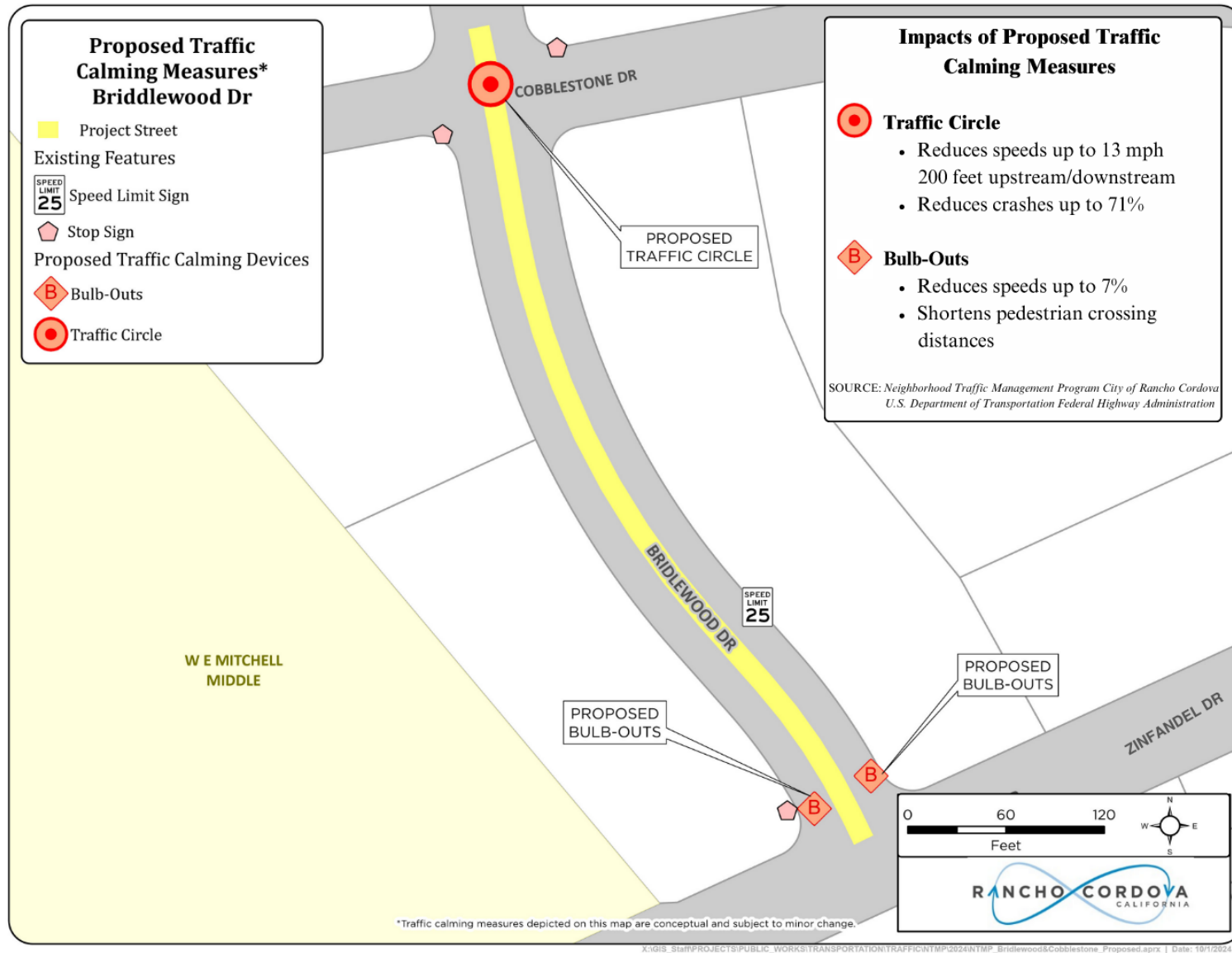




Proposed Improvement

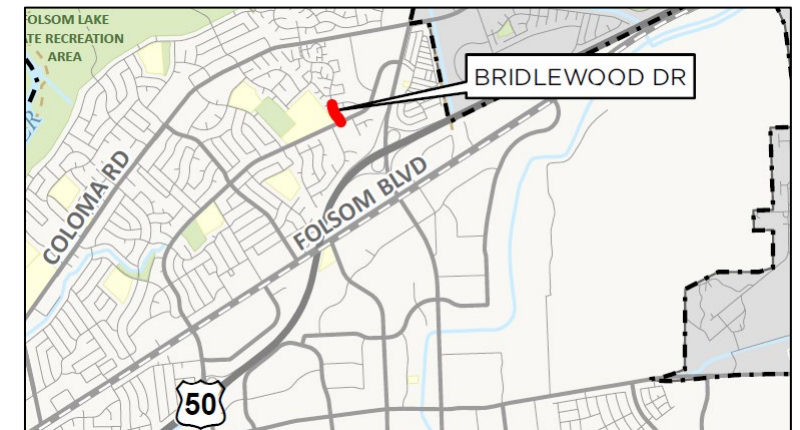
- Speed Hump

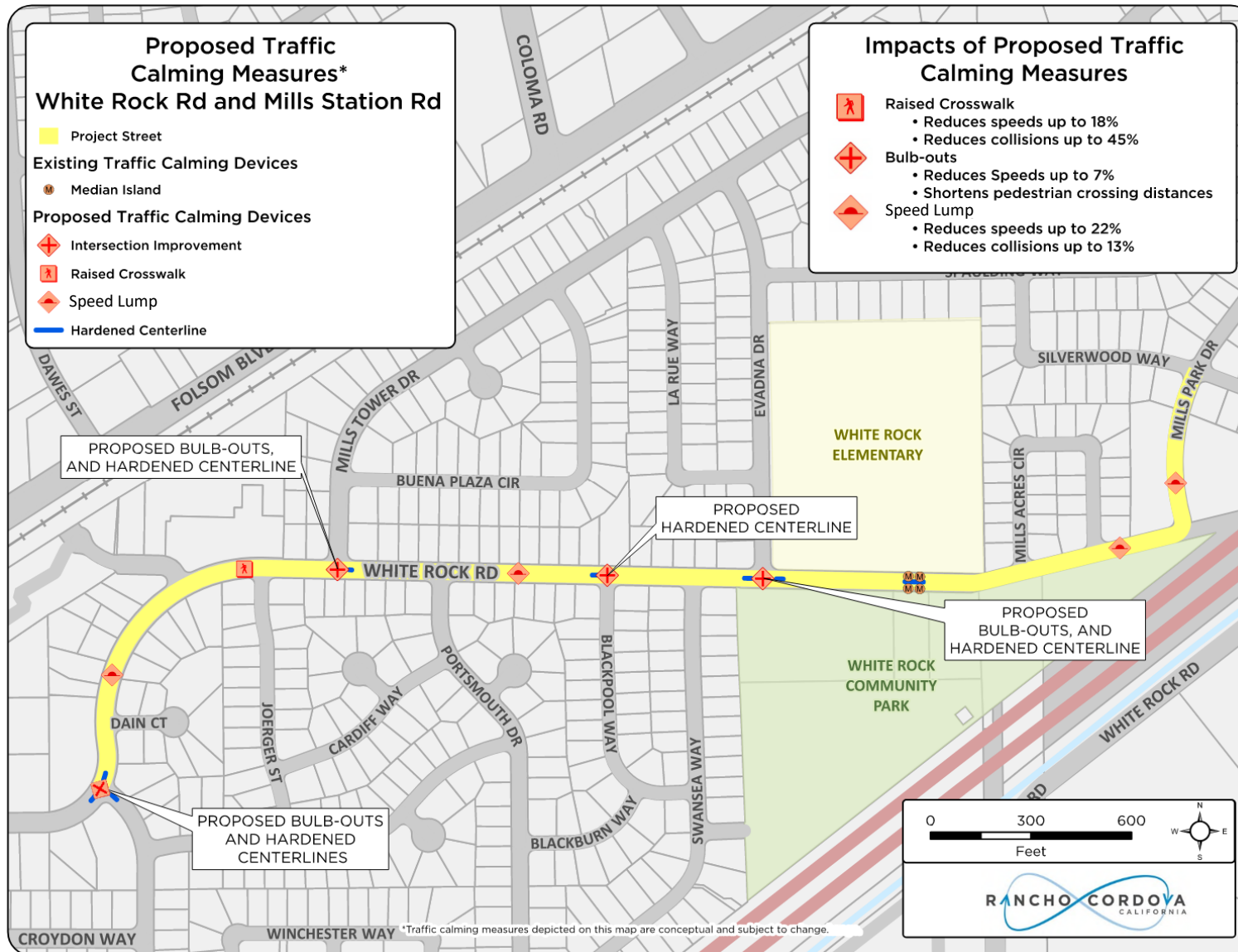




Proposed Improvement

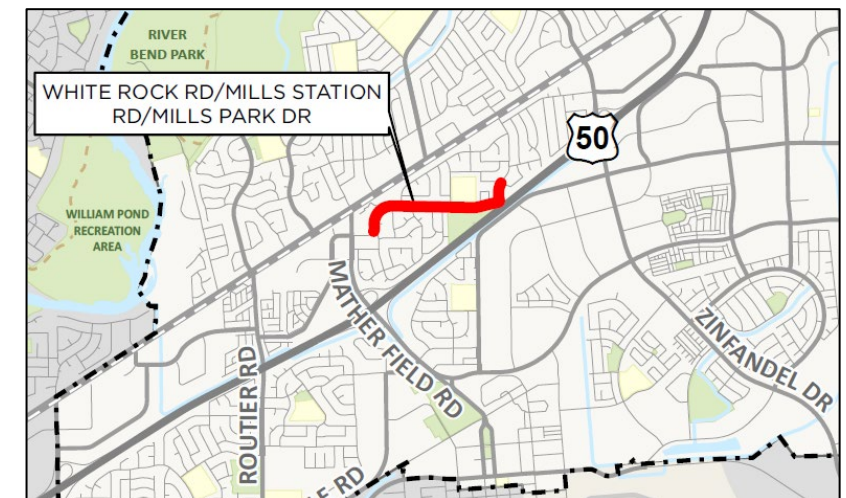
- Traffic Circle
- Bulb-outs

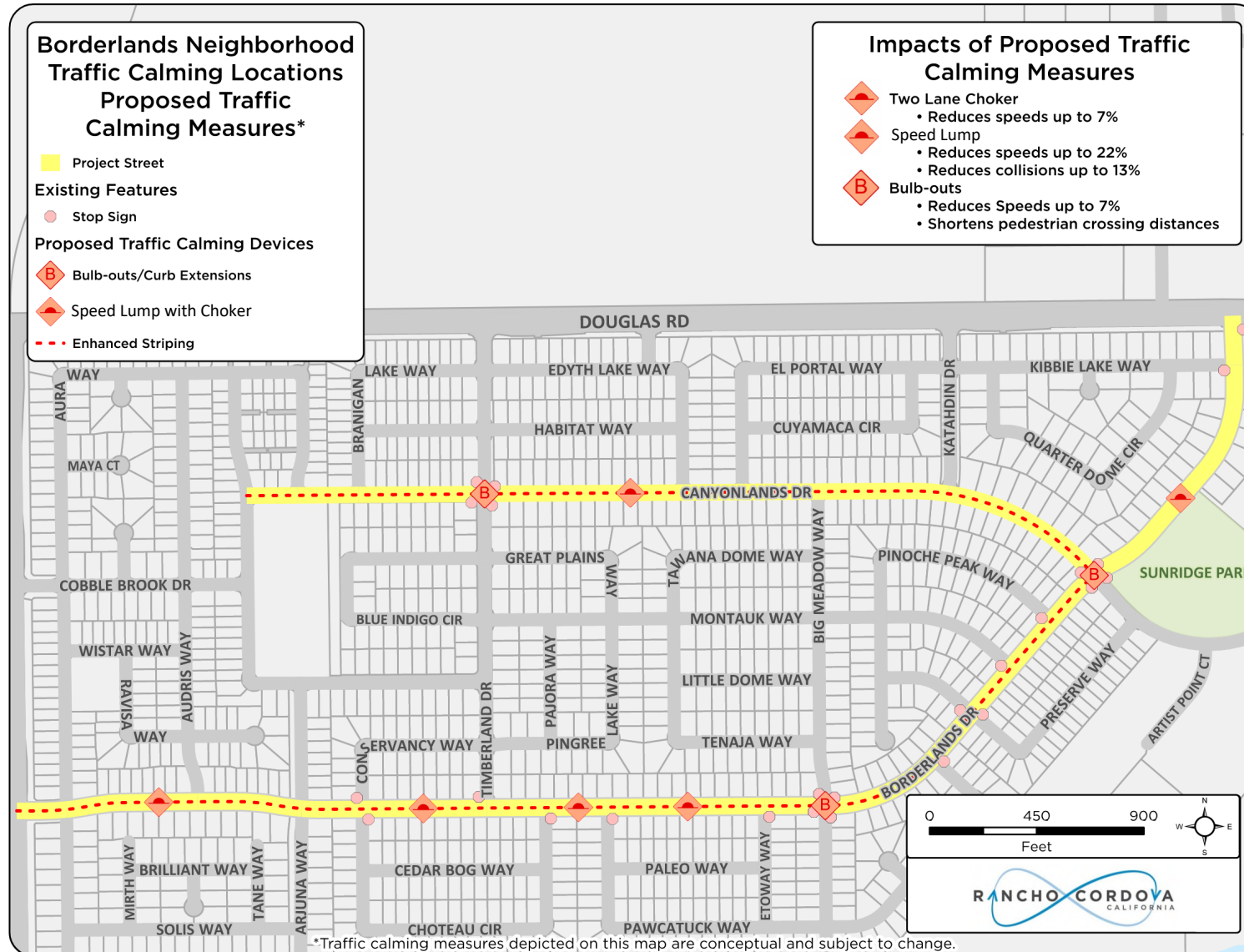




Proposed Improvement

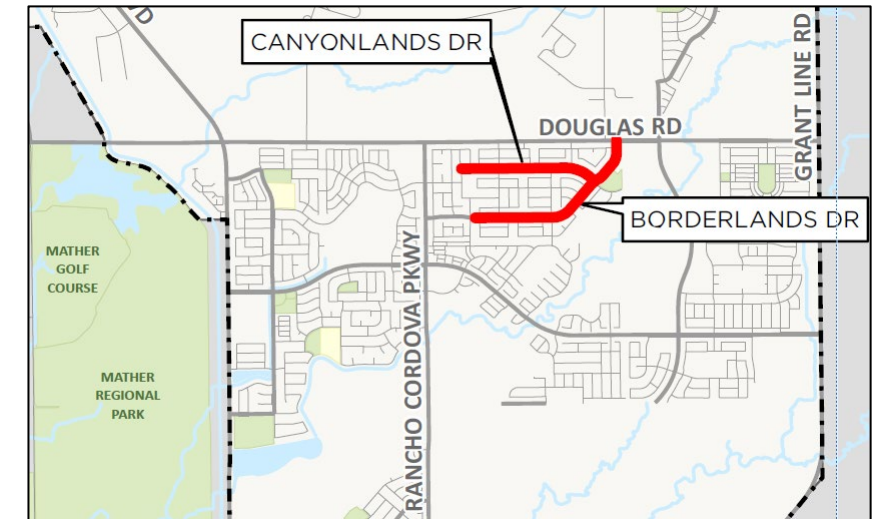
- Speed Lumps
- Bulb Outs
- Raised Crosswalk
- Hardened Centerlines





Proposed Improvement

- Enhanced Striping
- Speed Lumps
- Chokers
- Bulb Outs





Staff recommends that the City Council:

- Adopt Resolutions Authorizing the City Manager to Execute Contract No. 2025-92 in the amount of \$136,593 and Contract No. 2025-180 in the amount of \$377,180 with Dokken Engineering, Inc. for Professional Engineering Services on the Neighborhood Traffic Management Program Ph VII and Ph VIII Projects

Next Steps

- Incorporate Council feedback on NTMP Projects
- Conduct Community Outreach for Lincoln Village: Tuesday, August 12
- Determine level of support for next phase of Lincoln Village Neighborhood Measures
- Construction start of Lincoln Village Measures: 2025 and 2026 (location dependent)
- Contract consultant to develop final design plans for NTMP Phase VII and VIII
- Construction start for NTMP Phase VII and VIII: Summer 2026 Construction Season