

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, December 15, 2025

**5:00 PM – Special Meeting
5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

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

How to Observe or Listen to the Meeting:

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

Public Comment

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

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 2:00 p.m. on Monday, December 15, 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, December 15, 2025, at 2:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Member 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 ITEMS

3.1. Subject: Selection of the 2026 Mayor and Vice Mayor.

Recommendation: Council selection of the 2026 Mayor and Vice Mayor.

4. ADJOURN TO REGULAR MEETING

The Mayor will adjourn to the Regular meeting.

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

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

Sylvia Espinoza with the Sacramento Law Enforcement Chaplaincy will give the invocation.

9. SPECIAL CEREMONIES - SWEAR IN MAYOR AND VICE MAYOR

9.1. Swearing-in of Vice Mayor.

9.2. Swearing-in of Mayor.

9.3. Presentation to Outgoing Mayor Pulipati.

10. CELEBRATORY BREAK

11. PRESENTATIONS

12. 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.

13. COUNCIL REPORTS

14. CITY MANAGER'S REPORT

15. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 15.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of December 1, 2025, and the Special Meeting of December 9, 2025.

Recommendation: Adopt the minutes.

- 15.2. **Subject:** A Resolution Making Certain Findings and Determinations Related to, and Accepting, the Fiscal Year 2024-25 Development Impact Fee Report for Assembly Bill No. 1600 Development Fees.

Recommendation: Adopt the Resolution.

- 15.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-248 with the Sacramento Society for the Prevention of Cruelty to Animals (SPCA) in an Amount not to Exceed \$1,302,248 for a Three-Year Term for Animal Sheltering Services.

Recommendation: Adopt the Resolution.

- 15.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-247 with Mark Thomas & Co in an Amount not to Exceed \$383,830.00 to Provide an Independent Structural Engineering Analysis for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

Recommendation: Adopt the Resolution

- 15.5. **Subject:** A Resolution Approving the Annexation Boundary Map for the Autozone 4004 Sunrise Blvd Project and Annexation to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street lighting and Road Maintenance).

Recommendation: Adopt the Resolution.

- 15.6. **Subject:** A Resolution Approving the Annexation of the Big Baller Storage RV Project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting, and Landscape Maintenance).

Recommendation: Adopt the Resolution.

- 15.7. **Subject:** An Ordinance Amending Sections 10.50.010 and 10.50.020 of the Rancho Cordova Municipal Code to Establish Radar Enforceable Speed Limits on the Roads Listed in the Ordinance.

Recommendation: Waive the first reading and introduce the Ordinance.

- 15.8. **Subject:** A Resolution Approving Contract No. 2020-7-3 with Dewberry Engineers Inc to Increase the Contract Amount by \$965,602.20 to an Amount not to Exceed \$4,097,641.97 for Final Engineering Design of the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

Recommendation: Adopt the Resolution.

16. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 16.1. **Subject:** An Ordinance of the City Council of Rancho Cordova approving the Second Amendment to the Development Agreement and A Resolution Approving the Amendment to the Conditions of Approval Between the City of Rancho Cordova and LAL Brothers, LLC Relative to the Douglas 103 Project.

Recommendation: Waive the first reading and introduce the Ordinance and Adopt a Resolution Approving the Amendment to the Conditions of Approval.

- 16.2. **Subject:** A Resolution Creating Special Tax Area Zone 35 and an Ordinance Establishing a Special Tax for Transit-Related Services for the Big Baller Storage RV Project.

Recommendation: Adopt the Resolution and waive the first reading and introduce the Ordinance.

17. PUBLIC HEARING ITEMS

None.

18. REGULAR CALENDAR ITEMS

- 18.1. **Subject:** A Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of Improvement Area No. 2 of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1, Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions.

Recommendation: Adopt the Resolution.

- 18.2. **Subject:** Discussion and Approval of 2026 Council Member Appointments to Regional Boards, Commissions, and Committees.

Recommendation: Staff recommends the City Council provide direction and approve the 2026 Council Member appointments to regional boards, commissions, and local committees.

- 18.3. **Subject:** Tolling and Settlement Agreement between the City of Rancho Cordova and TH Rancho Cordova LLC et al (Trumark).

Recommendation: The City Manager and the City Attorney recommend that the City Council take no action on this item. Staff anticipates placing a Kassis update or related item on the January 20, 2026, City Council agenda.

19. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

20. ADJOURN TO CLOSED SESSION

The Mayor will adjourn the meeting to closed session.

21. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

22. CLOSED SESSION

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

- 22.1. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor and City Attorney Adam U. Lindgren; Unrepresented Employee: City Manager.

23. OPEN SESSION - REPORT FROM CLOSED SESSION

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

24. 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

January 5, 2026	4:00 PM Special Meeting/5:30 PM Regular Meeting
January 20, 2026	5:30 PM Regular Meeting
January 27, 2026	5:30 PM Special Meeting/Work Session
February 2, 2026	4:00 PM Special Meeting/5:30 PM Regular Meeting
February 10, 2026	9:00 AM Special Meeting/Work Session
February 17, 2026	5:30 PM Regular Meeting
March 2, 2026	4:00 PM Special Meeting/5:30 PM Regular Meeting
March 16, 2026	5:30 PM Regular Meeting.

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the December 15, 2025, Regular Meeting of the Rancho Cordova City Council was posted and available for review on December 11, 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.cityofranhocordova.org.

Signed December 11, 2025, at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 3.1.

DATE: December 15, 2025
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **SELECTION OF THE 2026 MAYOR AND VICE MAYOR**

RECOMMENDATION

Council selection of the 2026 Mayor and Vice Mayor.

RESULT OF RECOMMENDED ACTION

City Council Leadership officers are appointed, per City Council Resolution No. 131-2025.

BACKGROUND

On November 17, 2025, the City Council amended Resolution No. 5-2004 ([Attachment 1](#)) and Resolution No. 185-2004 ([Attachment 2](#)) and adopted Resolution No. 131-2025 ([Attachment 3](#)) to update the date on which the City Council shall annually select a Mayor and Vice Mayor.

This year the selection of the Mayor and Vice Mayor will take place at the City Council Special Meeting on December 15, 2025, and the swearing-in of the Mayor and Vice Mayor will take place at City Council Regular Meeting on December 15, 2025.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution No. 5-2004
2. Resolution No. 185-2004
3. Resolution No. 131-2025

CITY OF RANCHO CORDOVA

RESOLUTION NO. 5-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
SELECTING DATE ON WHICH THE CITY COUNCIL SHALL ANNUALLY SELECT
A MAYOR AND MAYOR PRO TEMPORE**

RECITALS

WHEREAS, Government Code §36801 provides that the City Council shall select one of its members as mayor and one of its members as mayor pro tempore.

NOW, THEREFORE, the City Council of the City of Rancho Cordova resolves that the City Council shall select one of its members as Mayor and one of its members as Mayor Pro Tempore at the first regular City Council meeting in December.

ADOPTED, THIS 5th day of January, 2004 by the following vote:

AYES: Cooley, McGarvey, Sander, Budge, Roberts

NOES: None

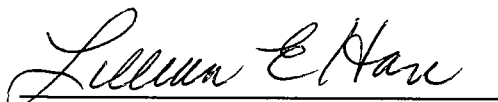
ABSENT: None

ABSTENTIONS: None

APPROVED:


MAYOR

ATTEST:


CITY CLERK

RESOLUTION NO. 185-2004**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA , CALIFORNIA AMENDING RESOLUTION 31-2004 AND
CHANGING THE DESIGNATION OF MAYOR PRO TEMPORE TO VICE
MAYOR**

WHEREAS, the City Council is desirous of changing the designation of "Mayor Pro Tempore" to "Vice Mayor."

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova does hereby determine and order that:

1. Section 4 and 5 of Resolution No. 31-2003 is amended to replace the "Mayor Pro Tempore" designation with "Vice Mayor" and that
2. That references to "Mayor Pro Tempore" in Resolution No. 5-2004 are hereby amended to be "Vice Mayor."

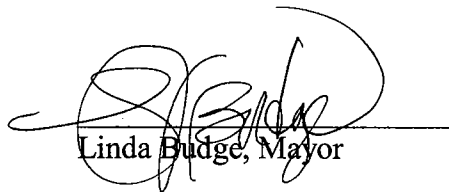
I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 6th day of December, 2004, by the following vote:

AYES: Skoglund, Sander, McGarvey, Cooley, Budge

NOES: None

ABSENT: None

ABSTAIN: None



Linda Budge, Mayor

ATTEST:



Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

RESOLUTION NO. 131-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 5-2004 AND RESOLUTION NO. 185-2004 TO UPDATE THE DATE ON WHICH THE CITY COUNCIL SHALL ANNUALLY SELECT A MAYOR AND VICE MAYOR

WHEREAS, on July 1, 2003, the City Council adopted Resolution No. 01-2003 in accordance with Government Code Section 36801 to select one of its members to serve as Mayor and one of its members to serve as Mayor Pro Tempore; and

WHEREAS, Resolution No. 01-2003 also stated that the selection of Mayor and Mayor Pro Tempore would take place at the first regular Council meeting after January 1 of each year; and

WHEREAS, on January 5, 2004, City Council adopted Resolution No. 5-2004 which updated the selection of the Mayor and Mayor Pro Tempore to the first regular City Council meeting in December of each year; and

WHEREAS, on December 6, 2004, the City Council adopted Resolution No. 185-2004 which changed the designation of "Mayor Pro Tempore" to "Vice Mayor" and amended Resolution No. 5-2004 to reflect the change; and

WHEREAS, in recognition of the timing of the election result certification and other potential scheduling considerations, staff recommends amending the timing of the annual selection of the Mayor and Vice Mayor to allow for greater flexibility.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does here by amend Resolution No. 5-2004 and 185-2004 as follows:

1. In non-election years, the City Council shall select one of its members as Mayor and one as Vice Mayor between November 14 and December 31. Pursuant to California Government Code Section 36801, in election years, the City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the elections results and the installation of elected officials, choose one of its members as Mayor, and one of its members as Vice Mayor.

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

AYES: Budge, Little, Sander, and Gatewood

NOES: None

ABSENT: Pulipati

ITEM 3.1.

ATTACHMENT 3

ABSTAIN: None

ATTEST:



Stacy Leitner, CMC
City Clerk



Garrett Gatewood, Vice Mayor

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Monday, December 1, 2025

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Gatewood called the Special meeting to order in the David B. Roberts Council Chambers at 4:30 p.m.

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

Council Members Absent: David Sander, and Mayor Siri Pulipati

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Vice Mayor Gatewood adjourned the meeting to closed session at 4:31 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Vice Mayor Gatewood called closed session to order at 4:32 p.m.

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

Council Members Absent: David Sander and Mayor Siri Pulipati

Staff Members Present: Adam Lindgren and Micah Runner

5. CLOSED SESSION

ITEM 15.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, December 1, 2025

Council met in closed session to discuss the following item:

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

6. OPEN SESSION - REPORT FROM CLOSED SESSION

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

7. ADJOURN TO REGULAR MEETING

Vice Mayor adjourned closed session to the Regular meeting at 5:34 p.m.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Gatewood called the Regular meeting to order in the David B. Roberts Council Chambers at 5:34 p.m.

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

Council Members Absent: David Sander and Mayor Siri Pulipati

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

10. PLEDGE OF ALLEGIANCE

Sergio Diaz led the pledge.

11. INVOCATION

Jason Harper with the Rancho Cordova Athletic Association gave the invocation.

12. PRESENTATIONS

- 12.1. Presentation by the Folsom Cordova Community Partnership Providing Updates on their Family Resource Center and Job Center.

13. PUBLIC COMMENT

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

1. Larry Ladd
2. Michael Harris
3. Luke Fuentes
4. Larry Ladd

Vice Mayor Gatewood closed the public comment period.

14. COUNCIL REPORTS

Council reported on events since the last meeting.

15. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, December 1, 2025

ATTACHMENT 1

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

1. Larry Leroy Ladd

Vice Mayor Gatewood closed the public comment period.

ACTION: Motion to approve items 16.1 through 16.3 by Budge second by Little;
Motion passed with a 3:0 vote.

AYES: Budge, Little, and Gatewood

NOES: None

ABSENT: Sander and Pulipati

ABSTAIN: None

- 16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of November 17, 2025.
Recommendation: Adopt the minutes.

- 16.2. **Subject:** A Resolution Authorizing the Transition of the Community Enhancement & Investment Fund Citizen Oversight Board to the Community Enhancement & Investment Fund Oversight Committee.
Recommendation: Adopt the Resolution.

- 16.3. **Subject:** Second Reading of an Ordinance Adopting a Second Amendment to the Development Agreement Between the City of Rancho Cordova and Grantline 220 Investors, LLC Relative to the Suncreek Project.
Recommendation: Waive the second reading and adopt the Ordinance.

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

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

1. Eric Mott

Vice Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 17.1 by Budge second by Little;
Motion passed with a 3:0 vote.

AYES: Budge, Little, and Gatewood

NOES: None

ABSENT: Sander and Pulipati

ABSTAIN: None

- 17.1. **Subject:** Second Reading of an Ordinance Repealing and Replacing Chapter 17.04, "Fire Code" to the Rancho Cordova Municipal Code by Adopting by Reference the 2025 California Fire Code and Making Local Amendments to Portions Thereof.
Recommendation: Waive the second reading and adopt the Ordinance.

18. **PUBLIC HEARING ITEMS**

None.

19. **REGULAR CALENDAR ITEMS**

- 19.1. **Subject:** Review and Approval of Tolling and Settlement Agreement between the City of

ITEM 15.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, December 1, 2025

Rancho Cordova and TH Rancho Cordova LLC et al (Trumark).

Recommendation: Approve the Tolling and Settlement Agreement.

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

1. Sergio Diaz
2. Cathy Birch
3. Crystal Tobias
4. Michael Dack
5. Sally Kaloghen
6. Larry Leroy Ladd
7. Kathy DeVries
8. James Garcia
9. Carl Salmonsens
10. Judy Shipman
11. Paul Miller
12. Mark Baker
13. Candice Heinz
14. Helen Whelan Bashaw
15. Bob Collins
16. Cassandra Lamb
17. Frederick Beiderbecke
18. Jacqueline Delu
19. Ken Green
20. Pete Spaulding
21. Lisa Sanchez
22. David Ingram
23. Patrick Soluri
24. Stephanie Christiansen
25. Steve Grabenaver
26. Barbara Grabenaver
27. Roger Orton
28. Brenda Gustin
29. Joe O'Connor
30. Mark Berry
31. Alan Rhodes
32. Deanna Sykes
33. Marcella Jaeger
34. Warren Truitt
35. Randy Smith
36. Sage Pasquale

BREAK 7:51 p.m. - 8:00 p.m.

37. Debby Kaschner
38. Tom Biglione
39. Barbara Beck
40. Jodi King
41. Megan Smith-Fajardo
42. Dr. Andrea Willey
43. Maggie Goerig
44. Michelle Pepping

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, December 1, 2025

ATTACHMENT 1

45. John Briggs

City Clerk Stacy Leitner stated that in addition to the public comment heard in person, there were 274 public comments via email that were in opposition to item 19.1.

Vice Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 19.1. by Budge second by Gatewood;
Motion failed with a 2:1 vote.

AYES: Budge and Gatewood

NOES: Little

ABSENT: Sander and Pulipati

ABSTAIN: None

ACTION: Motion to re-agendize item 19.1. to December 15, 2025, City Council
meeting by Budge second by Gatewood;
Motion passed with a 2:1 vote.

AYES: Budge and Gatewood

NOES: Little

ABSENT: Sander and Pulipati

ABSTAIN: None

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

21. ADJOURNMENT

Vice Mayor Gatewood adjourned the meeting in honor of Rosa Parks at 8:34 p.m.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Tuesday, December 9, 2025

5:30 PM – Special Meeting/Closed Session

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Gatewood called the Special meeting to order in the David B. Roberts Council Chambers at 5:30 p.m.

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

Council Members Absent: Joe Little and Mayor Siri Pulipati

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Vice Mayor Gatewood adjourned the meeting to closed session at 5:31 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Pulipati called closed session to order at 5:33 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, David Sander, and Mayor Siri Pulipati (arrived at 5:33 p.m.)

Council Members Absent: Joe Little

ITEM 15.1.

ATTACHMENT 2

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, December 9, 2025

Staff Members Present: Adam Lindgren and Micah Runner

5. CLOSED SESSION

Council met in closed session to discuss the following item:

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

(This item is a regularly scheduled performance review pursuant to the City Manager's contract.)

6. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that the City Council conducted a very positive, regularly scheduled, annual performance evaluation of the City Manager.

7. ADJOURNMENT

Mayor Pulipati adjourned the meeting at 7:15 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.2.

DATE: December 15, 2025
TO: Honorable Mayor and Council Members
FROM: Erin Naderi, Management Analyst
SUBJECT: **A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATED TO, AND ACCEPTING, THE FISCAL YEAR 2024-25 DEVELOPMENT IMPACT FEE REPORT FOR ASSEMBLY BILL NO. 1600 DEVELOPMENT FEES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the annual Development Impact Fee Report prepared in accordance with California Government Code Section 66000, et seq. and ensures the City of Rancho Cordova remains in compliance with AB1600 reporting requirements.

BACKGROUND

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 development impact fees to prepare an annual report providing specific information about those fees. AB 1600's legal requirements stipulate that the fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB 1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general fund or the city and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

California Government Code Section 66006(b) requires that for each separate account or fund, the local agency shall, within 180 days after the last day of the fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund
- The amount of the fee
- The beginning and ending balance of the account or fund
- The amount of the fees collected and interest earned
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees

- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded California Government Code Section 66001(d) requires the local agency make all of following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:
 - Identify the purpose to which the fee is to be put
 - Demonstrate a reasonable relationship between the fee and purpose for which it is charged
 - Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements
 - Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund

In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

If the agency no longer needs the funds for the purposes collected, or if the agency fails to make required finding, or perform certain administrative tasks prescribed by AB 1600, the agency may be required to refund, on a prorated basis to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

The report must be reviewed by the City Council at a regularly scheduled public meeting, not less than 15 days after the information is made available to the public. In addition, notice of the time and place of the meeting shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency for such a mailed notice, of which the city has none. The report was posted to the city's website and available for public review on November 24, 2025.

The FY 2024-25 Development Impact Fee Report has been prepared to include both the annual requirements for the city. It should also be noted that the Report includes fees that were in place on June 30, 2024, and does not necessarily represent current fee levels since any fee adjustments after June 30th will be captured in the FY 2025-26 Development Impact Fee Report.

Currently, the city has eight different impact fee programs as described in the Report; the Community Facility Fee Program, Sunrise Douglas Fee Program, Transportation Mitigation Impact Fee Program, Storm Drainage Impact Fee Program, Measure A - Transportation Improvement Impact Fee, Sacramento Regional Transit (SacRT) Development Impact Fee, Housing Trust Development Impact Fee and the Suncreek Specific Plan Fee Program.

The Community Facility Fee (CFF) Program was updated in April 2013 and combined fee components from the city's 2004 and 2005 Fee Studies into a single fee category while continuing to report the library fee separately. Additionally, both the Sunrise Douglas and the Villages of Zinfandel fee programs were modified to allow the CFF Library Fee to be collected in lieu of collecting individual library fees for these areas. Both the facilities and the library components have funds that have been held beyond the five-year period as described in AB1600. The facilities component has accumulated funds totaling \$16.3 M, the library has held a total of \$4,417,711 beyond the five-year period. These funds are being accumulated for the construction or rehabilitation of community facilities and must be retained until sufficient fees have been collected to start construction. The city is actively evaluating options for adding new community facilities and a library on the southern end of the city to serve its growing population.

The Sunrise Douglas Fee Program has multiple components, with two of the components with a combined total of \$12,923,092 which have held funds beyond the five-year period as described in AB1600. These components include Roadway (\$11,946,806) and Program Admin (\$976,286) which are accumulating funds for facilities/services that either i) have not reached a population which requires the construction of the facility or ii) have not accumulated enough funding to construct the facility.

The Transportation Mitigation Impact Fee Program has held \$2,881,690 beyond the five-year period as described in AB1600. This amount is down significantly from the last time the five-year finding was adopted, where the program had reported a total of \$4,465,160 in funds being held. This program is accumulating funds for major construction projects that either i) have not reached a population which requires the construction of the facilities or ii) have not accumulated enough funding to construct the facility (like the Rancho Cordova Parkway Interchange, estimated to cost \$182,000,000 and International Drive from Sunrise Blvd to Rancho Cordova Parkway Loop, estimated to cost \$57,688,000).

The Storm Drainage Impact Fee Program is a citywide fee imposed on new development in the City to cover the fair share cost of major drainage facilities, including program administration. All development that contributes to stormwater runoff to the public drainage system is required to pay a drainage impact fee to offset the cost of trunk and regional drainage facilities necessitated by development.

The Measure A - Transportation Improvement Impact Fee was established to provide funding for public facilities to serve the City, which facilities are described in the Measure A expenditure plan and the Measure A nexus study. The Measure A impact fee is collected by the City and remitted to the Sacramento Transportation Authority, which administers the countywide Measure A program.

The Sacramento Regional Transit (SacRT) Development Impact Fee Program established to provide funding for public facilities to serve the city, which facilities are described in the Sacramento Regional Transit expenditure plan and nexus study. The SacRT impact fee is collected by the city and remitted to the Sacramento Regional Transit District, which administers the program. This program has held a total of \$287,690 in funding beyond the five-year period as described in AB1600.

The Housing Trust Development Impact Fee is a non-residential impact fee used to offset some of the increased burden of need for very low-income housing, created by the construction of

non-residential uses, which employ a significant number of low wage earners. These funds are being accumulated to assist in the construction of future low income housing.

The Suncreek Specific Plan (SCSP) Fee Program was implemented to ensure that development within the Suncreek area contributes equitably toward the cost of constructing backbone infrastructure and public facilities necessary to serve future growth. The program includes nine fee components—on-site roadways, off-site roadways, potable water, storm drainage, backbone wetland mitigation, parks and trail corridors, wetland preserve buffers, plan area formation, and program administration. As of June 30, 2024, the SCSP program reported a combined fund balance of approximately \$3.9 million across all components, reflecting ongoing accumulation of fees since its inception in FY 2022-23. These funds are being collected to support critical improvements such as roadway construction, water and drainage infrastructure, wetland mitigation, and park and trail facilities necessary to implement the Suncreek Specific Plan. Expenditures to date include reimbursements for eligible improvements associated with the Grantline 220 project, which represents the first phase of development within the plan.

FISCAL IMPACT AND FUNDING SOURCE

Ongoing compliance with AB 1600 reporting requirements will allow the city to continue to collect fees from developers to ensure that new development is providing new infrastructure or funds to ensure that their impact upon the city is funded by the development, not by existing residents.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Rancho Cordova Development Impact Fee Report

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATED TO, AND ACCEPTING, THE FISCAL YEAR 2024-54 DEVELOPMENT IMPACT FEE REPORT FOR ASSEMBLY BILL NO. 1600 DEVELOPMENT FEES

WHEREAS, the City of Rancho Cordova imposes fees to mitigate the impacts of development, pursuant to Government Code section 66000 et seq.; and

WHEREAS, in accordance with California Government Code Section 66006(a), the city has established and maintained separate funds for each development impact fee in a manner to avoid any commingling of the fees with other revenues and funds of the city, except for temporary investments, and has expended those fees solely for the purpose for which the fees were collected; and

WHEREAS, California Government Code Section 66006(b)(1) requires cities to prepare and make available to the public a report describing each development impact fee and providing details related to its use within one hundred eighty (180) days after the last day of each fiscal year; and

WHEREAS, the Development Impact Fee Report, for the Fiscal Year Ending June 30, 2025, (the "Report"), attached hereto as Exhibit A, provides a description of each fee, its amount, and various information required by Government Code Section 66006(b)(1) to be reported on an annual basis; and

WHEREAS, the Report provides information required by Government Code Sections 66001 and 66006 for the following approved development impact fees:

- **Community Facility Fee Program:** On April 1, 2013, the City Council approved Resolution No. 38-2013 updating the Community Facilities Fee Program, which was originally established in 2004 and updated in 2005, to fund a portion of the future municipal facilities required to serve an increased city population due to anticipated future development; and
- **Sunrise Douglas Fee Program:** On June 21, 2004, the City Council approved Resolution No. 79-2004 establishing the Sunrise Douglas Community Plan Development Impact Fee Program to finance the required roadways, transit shuttle, supplemental offsite water, interim sewer, park and library facilities necessary to service development in the Sunridge Specific Plan, as well as defray the cost of periodic updated to and routine administration of the Sunrise Douglas Community Plan Development Fee Program; and
- **Transportation Mitigation Impact Fee Program:** On December 19, 2005, the City Council approved Ordinance 33-2005 establishing a Transportation Mitigation Impact Fee Program, also known as the Transportation Development Impact Fee (TDIF) Program, to finance transportation improvements necessary to offset the impacts to the city's transportation system of new development in the city, to ensure that adequate funding is provided for improvements required to meet the demands of such new

development, and to fund administration of the Fee Program. An update to the TDIF was approved by the City Council on January 22, 2013 with the approval of Resolution 7-2013; and

- **Storm Drainage Impact Fee Program:** On October 5th, 2020, the City Council approved Ordinance No. 15-2020 adopting Chapter 16.95 of the Rancho Cordova Municipal Code and a resolution approving the city's Storm Drainage Impact Fee, where all development projects that contribute to stormwater runoff are required to pay a drainage impact fee.
- **Measure A - Transportation Improvement Impact Fee:** On January 9, 2009, the City Council approved Ordinance 1-2009 establishing the Measure A Transportation Improvement Fee Program, to allow development projects to pay their fair share of costs of the Measure A transportation improvements planned within in the city or that will benefit the city, as outlined in the Measure A nexus study prepared by the Sacramento Transportation Authority (STA) and adopted by the City Council with Resolution 04-2009. The city collects and remits the impact fees to the STA who is then responsible for programming and expending the funds on an annual basis, and
- **Sacramento Regional Transit District (SacRT) Development Impact Fee Program:** On April 2, 2018, the City Council approved Ordinance 5-2018 establishing the Sacramento Regional Transit District (SacRT) Development Impact Fee Program, as outlined in the Sacramento County Roadway and Transit Development Fee Analysis and the Sacramento Consolidated Roadway and Transit Capital Improvement Programs adopted by the City Council with Resolution 38-2018. The City collects and remits the impact fees to SacRT who is then responsible for programming and expending the funds on an annual basis, and
- **Housing Trust Development Impact Fee:** On December 1, 2003, the City Council approved Ordinance No. 26-2003 continuing the Housing Trust Development Impact Fee in effect when the city incorporated, which is to be used to finance municipal public facilities to reduce the impacts caused by future developments in the Rancho Cordova area on the housing stock, including but not limited to very low income housing facilities; and
- **Suncreek Specific Plan Development Impact Fees:** On May 16, 2022 the City Council approved Resolution No. 77-2022 establishing the Suncreek Specific Plan Development Impact Fees to ensure that all facilities necessary to service development within the Suncreek Specific Plan area is capable of being provided within a reasonable amount of time; and

WHEREAS, California Government Code Section 66006(b)(2) requires that the governing body of the city review the information made available to the public at a regularly scheduled public meeting not less than 15 days after the information is made available to the public; and

WHEREAS, the Report was made available to the public on the city's website on November 24, 2025; and

WHEREAS, on December 15, 2025, the City Council reviewed the report and approved it pursuant to Government Code Sections 66001 and 66006.

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

Section 1. The City Council does hereby find and determine that the foregoing recitals and determinations are true and correct.

Section 2. The City Council has reviewed the Report and finds that it complies with California Government Code Section 66006(b), setting the requirements for fiscal year reporting for development impact fees. The City Council finds that the Report provides the following required information:

- A. A brief description of the type of fee in the account or fund (Report pg. 4-7);
- B. The amount of the fee (Report pg. 8-12);
- C. The beginning and ending balance of the account or fund (Report pg. 13-18);
- D. The amount of the fees collected, and interest earned (Report pg. 19-39);
- E. An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees (Report pg. 40-41);
- F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Report pg. 42-46);
- G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan (Report pg. 40-41); and
- H. The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded (Report pg. 41).

Section 3. The City Council further finds that the nexus studies and ordinances or resolutions adopting the above listed development impact fees, which describe the purpose(s) for which the fees were collected and the nexus between the fees and purpose for which the fees are charged, are still valid and are still the purpose for which the fees will be used. The nexus studies, this Resolution and the Report provide the following information:

- A. The purpose to which the fee is to be put;
- B. A reasonable relationship between the fee and purpose for which it is charged;
- C. All sources and amounts of funding anticipated to complete financing in incomplete improvements;
- D. Designates the approximate dates on which the funding is expected to be deposited into the appropriate account or fund; and
- E. For any action imposing a fee as a condition of approval of a development project by the City, the nexus studies, this Resolution and the Report demonstrate that there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Section 4. The City Council hereby finds that all reportable fees, collections and expenditures have been received, deposited, invested and expended in compliance with the relevant sections of the California Government Code and all other applicable laws for the fiscal year 2024-25.

Section 5. The City Council hereby finds that no refunds and allocations of reportable fees, as required by California Government Code Section 66001, are deemed payable at this time.

Section 6. The City Council hereby finds the City is in compliance with California Government Code Section 66000, et seq., relative to receipt, deposit, investment, expenditure or refund of reportable fees received and expended relative to the individual impact fee programs in place for new development in fiscal year 2024-25.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December 2025 by the following vote:

ATTEST:

, Mayor

Stacy Leitner, CMC
City Clerk

City of Rancho Cordova

Development Impact Fee Report

Public Review Draft

Fiscal Year Ending
June 30, 2025

Table of Contents

Legal Requirement	1
Description of Development Impact Fee(s)	4
Current Fee Schedule	8
Development Impact Fee Reports	
Financial Summary Report - Current Year Activity	13
Statement of Revenue, Expenditures and Change in Fund Balance	
Community Facility Fee (CFF) Impact Fee Program	
Community Facilities.....	19
Library	20
Sunrise Douglas (SD) Impact Fee Program	
Interim Sewer.....	21
Supplemental Offsite Water	22
Roadway.....	23
Program Administration.....	24
Traffic Mitigation Impact Fee Program	25
Storm Drainage Impact Fee Program	
Drainage Facilities.....	26
Administration	27
Measure A Transportation Improvement Fee Program.....	28
Sacramento Regional Transit Fee Program	29
Housing Trust Development Impact Fee Program.....	30
SunCreek Specific Plan Impact Fee Program	
Onsite Roadway	31
Offsite Roadway	32
Potable Water	33
Storm Drainage	34
Backbone Wetland Mitigation.....	35
Parks, Corridors & Trails	36
Wetland Preserve Buffer	37
Plan Administration	38
Plan Formation Administration	39
Notes to the Annual Development Impact Fee Report.....	40
Development Fee Project Identification.....	42
Resolution No. XX-2025.....	47

Legal Requirements

A. REQUIREMENTS FOR DEVELOPMENT IMPACT FEES

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 development impact fees to prepare an annual report providing specific information about those fees. Within the AB1600 legal requirements, it stipulates that fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general funds of the City and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

Current California Government Code Section 66006(b) requires that for each separate fund the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected and interest earned.
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

California Government Code Section 66001(d) requires the local agency make all of following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.

Development Impact Fee Report

- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

B. ADDITIONAL NOTES

The State of California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which provides program summary information for the City's various capital improvement funding programs, as well as project summary information (revenue, expenditures and project schedule) for the specific projects selected for implementation during the CIP period. The CIP describes the five-year plan for allocating funds from the Impact Fee Programs, Measure A Transportation Sales Tax, State and Federal Grants, Gas Tax, Roadway Funds, Supplemental Transportation Fees, Storm Water Utility Tax and Transit Related Service Area Tax. A copy of the City's most recent CIP was adopted as part of the biennial budget document and can be found under the Finance Department page on the City's website at www.cityofranchocordova.org.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. By relating the plan for public improvements to the City's capacity for funding, and scheduling expenditures over a period of years, the CIP helps maximize the funds available. This type of fiscal management is important during periods where budgetary demands exceeding financial resources.

C. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

The Development Impact Fee Program has been in effect in Rancho Cordova since incorporation in fiscal year 2003/04. The Development Impact Fee Program consists of multiple components which were individually adopted by the City Council. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.

The City's Capital Improvement Plan (CIP) projects are financed, in part, by the development impact fees outlined in the description of the development impact fees on the following pages. The City's CIP provide infrastructure to the residents and businesses in Rancho Cordova in order to keep pace with ongoing development in, and adjacent to, the community. Estimated project costs, and the summary of fee apportionment to each

Development Impact Fee Report

development fee type, are detailed within the adopted Nexus Studies establishing the individual Development Impact Fee program(s) and are on file with the City Clerk's Office.

Information on projects in the Development Impact Fee Program(s) can be found on pages 28-30. The information in these tables include: Current Projects, Project Phase, Construction Estimated Start Date, Construction Estimated Completion Date, Estimated Project Cost and Development Fee information including Funding to Date, Budget to Date and % of Total Project Cost.

D. FUNDING OF INFRASTRUCTURE

The 2020/21 - 2024/25 Capital Improvement Plan (CIP) identifies all funding sources and amounts for individual projects through 2024/25. The CIP is updated annually to reflect the current infrastructure needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee, based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources as identified on each individual project sheet in the CIP. All future planned infrastructure needs are outlined in the Development Impact Fee Program(s). The funding and commencement dates for projects are adjusted, as needed, to reflect the needs of the community.

E. CURRENT PROJECTS

The City is not currently constructing any Capital Improvement Program (CIP) projects with impact fee funds. However, several new CIP projects have recently been constructed by developers. Funds have been expended through credit agreements and/or reimbursements to cover the cost of this construction. The City is actively in the design phase for multiple upcoming CIP projects, which will be highlighted in future AB 1600 reports.

Description of Development Impact Fee(s)

Community Facilities Fee (CFF) Program – This program was established by the City to cover the costs of municipal facilities required to serve an increased population as a result of new development. The city has identified these facilities to include a city hall, a police station, a community center, a city corporation yard, a city museum, a parking structure, library facilities and ongoing administration of the CFF program. The fee program was updated in April 2013 and combined fee components from the City's 2004 and 2005 Fee Studies into a single fee category while continuing to report the library fee separately since the City is holding these funds on behalf of the Sacramento Public Library Authority.

Community Facilities Impact Fee – To provide for new development's share of the cost of municipal facilities, furnishing and equipment required to service the City.

Library Impact Fee – To provide for new development's share of the cost of a library building, furnishings, equipment, books, financing, and the purchase of land.

Sunrise Douglas (SD) Impact Fee Program – These specific plan development impact fees are imposed on development in the Sunridge Specific Plan (SRSP), which is part of the Sunrise Douglas Community Plan (SDCP) development area. It includes additional fees for fee program updates, interim sewer facilities, park development improvements, supplemental offsite water facilities, roadways improvements, transit shuttles, and administration of the fee program. These funds can only be spent on facilities in the SDCP Capital Improvement Plan (CIP) to mitigate impact as a result of development in the SDCP area.

SD Interim Sewer Impact Fee – To provide funding for the construction of interim sewer facilities to serve the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any interim sewer facilities, or portions thereof, as designated in the SDCP Impact Fee Program in lieu of all, or a portion of, the required interim sewer development fee.

SD Supplemental Offsite Water Impact Fee – To provide funding for the construction of offsite water improvements to serve the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any offsite water facilities, or portions thereof, as designated in the SDCP Impact Fee Program in lieu of all, or a portion of, the supplemental offsite water development fee.

SD Roadway Impact Fee – To provide funding to construct roads, intersections, and other roadway improvements in the SDCP CIP needed to mitigate the impacts of new development within the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any roadway facilities, or portions thereof, in order of priority as designated on the priority list in the SD Impact Fee Program. The developer will then either be reimbursed for these costs from fees collected from other developers in the SDCP area, only to the extent the funds are available, or a credit for such in lieu construction will be provide to the property owner to be used within the SDCP area.

Development Impact Fee Report

SD Administration Impact Fee - To provide funding for the administrative duties associated with the SD Impact Fee program.

Traffic Mitigation Impact Fee - This development impact fee is a citywide fee imposed on new development in the City to cover the fair share cost of traffic impacts resulting from new development, including program administration. The funds collected will be used for construction of the transportation improvements listed in the Transportation Capital Improvement Plan (CIP) Development Impact Fee Program.

Upon application by the property owner or his authorized agent, the City may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the priority list for the transportation impact fee program. The developer will then either be reimbursed for these costs from fees collected from other developers, only to the extent the funds are available, or a credit in lieu of all, or a portion of the required transportation impact fee.

Storm Drainage Impact Fee Program - This development impact fee is a citywide fee imposed on new development in the City to cover the fair share cost of major drainage facilities, including program administration.

Storm Drainage - Facilities Fee - All development that contributes to stormwater runoff to the public drainage system is required to pay a drainage impact fee to offset the cost of trunk and regional drainage facilities necessitated by development. Upon application by the property owner or his authorized agent, the City may authorize the construction of any major drainage facility designated in the Storm Drainage Impact Fee Program. If the approved facility is sized to serve more than just the property owners project or if the facility will serve a regional purpose, the developer may qualify for fee credits. The credits are not intended to fully compensate developers for the drainage facilities.

Storm Drainage - Administration Fee - To provide funding for the administrative duties associated with the Storm Drainage Impact Fee program.

Measure A - Transportation Improvement Impact Fee - A impact fee established to provide funding for public facilities to serve the City, which facilities are described in the Measure A expenditure plan and the Measure A nexus study. The Measure A impact fee is collected by the City and remitted to the Sacramento Transportation Authority, which administers the countywide Measure A program.

Sacramento Regional Transit (SacRT) Impact Fee - A impact fee established to provide funding for public facilities to serve the City, which facilities are described in the Sacramento Regional Transit expenditure plan and nexus study. The SacRT impact fee is collected by the City and remitted to the Sacramento Regional Transit District, which administers the program.

Development Impact Fee Report

Housing Trust Development Impact Fee - A non-residential impact fee used to offset some of the increased burden of need for very low-income housing, created by the construction of non-residential uses, which employ a significant number of low wage earners.

SunCreek Specific Plan (SCSP) Impact Fee Program- The SunCreek Specific Plan (SCSP) Development Impact Fees are imposed on development within the SCSP area in Rancho Cordova. These fees provide funding for the construction and improvement of critical infrastructure and public facilities to mitigate the impacts of new development. The SCSP Impact Fee Program includes fees for on-site roadways, off-site roadways, water infrastructure, storm drainage, wetland mitigation, park corridors and trails, wetland preserve buffers, plan area formation, and program administration. These funds are restricted to projects identified in the SCSP Capital Improvement Plan (CIP).

SCSP On-Site Roadway Impact Fee - This fee funds the construction of on-site roadways, intersections, traffic signals, and other associated improvements within the SCSP area. Developers may construct designated on-site roadway facilities in lieu of paying all or part of the fee. In such cases, developers may receive either reimbursement for their costs from fees collected from other developers or credits applicable to their development.

SCSP Off-Site Roadway Impact Fee - This fee funds the construction of on-site roadways, intersections, traffic signals, and other associated improvements within the SCSP area. Developers may construct designated on-site roadway facilities in lieu of paying all or part of the fee. In such cases, developers may receive either reimbursement for their costs from fees collected from other developers or credits applicable to their development.

SCSP Potable Water Impact Fee- This fee funds the construction of water transmission and distribution infrastructure to provide potable water service to the SCSP area. Developers may apply to construct designated water facilities in lieu of paying all or part of the fee. Eligible costs may qualify for reimbursement or fee credits.

SCSP Storm Drainage Impact Fee -The Storm Drainage Impact Fee funds facilities required to manage increased runoff resulting from SCSP development. These include detention basins and other infrastructure. Developers constructing eligible drainage facilities may receive reimbursement or credits for their contributions.

SCSP Wetland Mitigation Impact Fee - This fee supports compliance with the South Sacramento Habitat Conservation Plan (HCP) by funding mitigation for wetlands disturbed during development. Developers constructing eligible mitigation facilities may be reimbursed or receive fee credits.

SCSP Park Corridors and Trails Impact Fee -This fee funds the construction of trails and park corridors that connect residential, commercial, and recreational areas within

Development Impact Fee Report

the SCSP. The system promotes connectivity and serves the recreational needs of new residents.

SCSP Wetland Preserve Buffer Impact Fee - This fee supports the construction and maintenance of wetland buffers to protect preserve areas required by federal and state regulations. Developers may qualify for credits or reimbursement for eligible buffer construction.

SCSP Plan Area Formation Fee - The Plan Area Formation Fee reimburses costs for studies, reports, and preparatory work necessary to implement the SCSP. Developers who have contributed to these efforts may receive credits against this fee.

SCSP Administration Impact Fee - The Administration Impact Fee funds administrative duties related to the SCSP Impact Fee Program, including updates, fee collection, reporting, and reimbursements.

This fee program ensures an equitable distribution of costs among developers for critical infrastructure and public facilities, supporting sustainable growth in the SunCreek Specific Plan area.

Development Impact Fee Report

Current Fee Schedule

The Development Fee program is reviewed periodically to ensure the Development Impact Fee Program is accounting for all planned future development. The updated Development Impact Fee Program information is then used to determine the amount of fees available for the funding of the proposed capital improvement projects identified in the development of the five-year Capital Improvement Plan (CIP).

SUNRISE DOUGLAS (SD) IMPACT FEES				
at June 30, 2025				
Fee Category	Residential		Non-Residential	
	Single Family	Multi-Family	Office	Commercial
	Per Unit	Per Unit	Per Sq. Ft	Per Sq. Ft
Sunrise Douglas (SD) Impact Fees:				
Interim Sewer	812.63	609.48	0.16	0.08
Park*	12,372.41	9,745.55	n/a	n/a
Supp. Offsite Water	1,177.85	883.08	0.37	0.43
Traffic Mitigation	9,064.58	5,078.95	10.27	14.84
Program Admin	414.57	246.43	0.38	0.57
Total Fees	\$23,842.04	\$16,563.49	\$11.18	\$15.92

SUNCREEK (SCSP) IMPACT FEES								
at June 30, 2025								
Fee Category	Residential (per unit)				Village Center		Regional Town Center	
	Low Density	Medium Density	Compact Density	High Density	Retail	Office	Retail	Office
	Per Unit	Per Unit	Per Unit	Per Unit			Per Sq. Ft	Per Sq. Ft
SunCreek (SCSP) Impact Fees:								
On-Site Roadway Fee	2,006.81	2,006.81	1,565.76	1,565.76	2.16	1.90	2.16	1.90
Off-Site Roadway Fee	436.73	436.73	340.76	340.76	0.47	0.41	0.47	0.41
Potable Water Fee	1,455.77	1,455.77	1,091.29	1,091.29	0.56	0.56	0.56	0.56
Storm Drainage Fee	889.64	887.48	703.08	354.78	0.99	0.99	0.99	0.99
Wetland Mitigation Fee	2,256.98	1,803.00	1,019.04	514.37	1.12	1.12	1.12	1.12
Park Corridors and Trails Fee	1,028.74	1,028.74	707.39	537.02	-	-	-	-
Wetland Preserve Buffer Fee	546.72	436.73	246.94	125.09	0.27	0.27	0.27	0.27
Administration Fee (3%)	258.64	241.66	170.23	135.87	0.17	0.16	0.17	0.16
	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre
Plan Area Formation	2,883.00	2,883.00	2,883.00	2,883.00	2,883.00	2,883.00	2,883.00	2,883.00
Administration Fee (3%)	86.00	86.00	86.00	86.00	86.00	86.00	86.00	86.00
Total Fees	\$11,849.03	\$11,265.92	\$8,813.49	\$7,633.94	\$2,974.74	\$2,974.41	\$2,974.74	\$2,974.41

Development Impact Fee Report

COMMUNITY FACILITIES IMPACT FEES					
at June 30, 2025					
Fee Category	Residential		Non-Residential		
	Single Family	Multi-Family	Office	Commercial	Industrial
	Per Unit	Per Unit	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Community Facility Impact Fees:					
Community Facilities	4,106.98	3,209.02	1.02	0.63	0.26
Library	841.18	657.82	n/a	n/a	n/a
Total Fees	\$4,948.16	\$3,866.84	\$1.02	\$0.63	\$0.26

Traffic Mitigation Impact Fees		
at June 30, 2025		
	Infill Area	Growth Area
Residential ^[1]		
Single Family > 1,200 SF	12,660.43	20,915.76
Single Family < 1,200 SF	8,453.34	18,405.88
Multi-Family	6,711.54	11,921.72
Age Restricted - Single Family	3,798.02	6,275.27
Age Restricted - Multi Family	3,292.12	5,438.64
Non-Residential		
Commercial ^[2]	12.19	15.48
Office ^[2]	11.62	11.90
Industrial ^[2]	5.97	6.12
Miscellaneous		
Church ^[2]	4.31	7.11
Gasoline/Service Station ^[3]	13,419.82	22,171.25
Hotel/Motel ^[4]	3,924.22	6,484.16
Mobile Home Park ^[5]	5,823.78	9,621.79

Development Impact Fee Report

VERY LOW INCOME HOUSING IMPACT FEES							
at June 30, 2025							
Fee Category	Residential	Non-Residential					
		Office	Hotel	Development	Commercial	Manufacturing	Warehouse
		Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Very Low Income Housing Impact Fee							
Impact Fee	n/a	0.97	0.92	0.82	0.77	0.61	0.26
Program Admin	n/a	Between \$30 and \$100 as determined by Plan Review					

SACRAMENTO REGIONAL TRANSIT (SacRT) IMPACT FEES							
at June 30, 2025							
Fee Category	Residential		Non-Residential				
	Single Family	Multi-Family	Commercial	Bus & Prof	Industrial	Office	
	Per Unit	Per Unit	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	
Sacramento Regional Transit (SacRT) Fee							
Transit Development	175.00	356.00	0.77	0.70	0.16	0.45	
Program Admin	3.50	7.12	0.02	0.01	0.00	0.01	
Total Fees	\$178.50	\$363.12	\$0.79	\$0.71	\$0.16	\$0.46	

Development Impact Fee Report

STORM DRAINAGE IMPACT FEES				
at June 30, 2025				
Land Use	Percent Impervious	Construction Cost/Acre	Administrative Cost/Acre	Total Fee/Acre
Commercial/Office/Retail ¹	70%	\$ 25,246.29	\$ 1,010.41	\$ 26,257
Industrial	70%	\$ 25,246.29	\$ 1,010.41	\$ 26,257
High Density Residential				
RMH	75%	\$ 27,051.45	\$ 1,082.66	\$ 28,134
RD-30 ²	70%	\$ 25,246.29	\$ 1,010.41	\$ 26,257
RD-25	70%	\$ 25,246.29	\$ 1,010.41	\$ 26,257
RD-20	70%	\$ 25,246.29	\$ 1,010.41	\$ 26,257
Medium Density Residential				
RD-15	70%	\$ 25,246.29	\$ 1,010.41	\$ 26,257
RD-10	60%	\$ 21,640.30	\$ 865.91	\$ 22,506
RD-7	50%	\$ 18,033.22	\$ 721.42	\$ 18,755
RD-6	40%	\$ 14,427.22	\$ 576.92	\$ 15,004
Low Density Residential				
RD-5	40%	\$ 14,427.22	\$ 576.92	\$ 15,004
RD-4	38%	\$ 13,705.81	\$ 547.80	\$ 14,254
RD-3	33%	\$ 11,722.73	\$ 468.00	\$ 12,191
RD-2	28%	\$ 9,918.65	\$ 395.75	\$ 10,314
RD-1	25%	\$ 9,017.15	\$ 361.25	\$ 9,378
AR-1	17%	\$ 6,131.49	\$ 244.79	\$ 6,376
AR-2	10%	\$ 3,606.00	\$ 144.50	\$ 3,750
AR-5	10%	\$ 3,606.00	\$ 144.50	\$ 3,750
AR-10	10%	\$ 3,606.00	\$ 144.50	\$ 3,750
Mowed grass with graded and piped to drain	20%	\$ 7,213.07	\$ 289.00	\$ 7,502
Mowed grass with no piped drainage	10%	\$ 3,606.00	\$ 144.50	\$ 3,750
Impervious Area Park ²	75%	\$ 27,051.45	\$ 1,082.66	\$ 28,134
School Campus with detention	25%	\$ 9,017.15	\$ 361.25	\$ 9,378
School Campus	50%	\$ 18,033.22	\$ 721.42	\$ 18,755

Development Impact Fee Report

MEASURE A IMPACT FEES			
at July 1, 2025			
Land Use	Per		Fee
Single-Family Residential			
Very Small (< 800 sq.ft.)	per Unit	\$	1,105
Small (801-1200 sq.ft.)	per Unit	\$	1,355
Medium-Small (1201-1600 sq.ft.)	per Unit	\$	1,474
Medium (1601-2400 sq.ft.)	per Unit	\$	1,599
Large (>2400 sq.ft.)	per Unit	\$	1,758
Single-Family Residential, Senior			
Very Small (< 800 sq.ft.)	per Unit	\$	505
Small (801-1200 sq.ft.)	per Unit	\$	619
Medium-Small (1201-1600 sq.ft.)	per Unit	\$	674
Medium (1601-2400 sq.ft.)	per Unit	\$	730
Large (>2400 sq.ft.)	per Unit	\$	803
Multi-family Residential			
Very Small (< 800 sq.ft.)	per Unit	\$	1,011
Small (801-1200 sq.ft.)	per Unit	\$	1,240
Medium-Small (1201-1600 sq.ft.)	per Unit	\$	1,348
Medium (1601-2400 sq.ft.)	per Unit	\$	1,463
Large (>2400 sq.ft.)	per Unit	\$	1,607
Multi-family Residential, Senior			
Very Small (< 800 sq.ft.)	per Unit	\$	447
Small (801-1200 sq.ft.)	per Unit	\$	549
Medium-Small (1201-1600 sq.ft.)	per Unit	\$	596
Medium (1601-2400 sq.ft.)	per Unit	\$	647
Large (>2400 sq.ft.)	per Unit	\$	711
Office Use	per 1,000 square feet	\$	1,836
Retail Use	per 1,000 square feet	\$	2,399
Industrial Use	per 1,000 square feet	\$	840
Hotel/Motel	per sleeping room	\$	868
Extended Stay Hotel	per sleeping room	\$	568
Hospital	per 1,000 square feet	\$	1,825
Service Station	per fueling pump	\$	3,497
Supermarket	per 1,000 square feet	\$	1,095
Warehouse/Self Storage	per 1,000 square feet	\$	242
Assisted Living	per bed	\$	441
Congregate Care	per unit	\$	374
Child Day Care	per student	\$	693
Private School (K-12)	per student	\$	421
Auto Repair / Body Shop	per 1,000 square feet	\$	2,399
Gym / Fitness Center	per 1,000 square feet	\$	2,399
Drive-through Car Wash	per 1,000 square feet	\$	2,399
All Other	Average weekday traffic	\$	170

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2025

Description	Community Facilities Fee Program		Sunrise Douglas	
	Community Facilities ⁽¹⁾	Library ⁽²⁾	Interim Sewer	Suppl Offsite Water
REVENUES				
Fees	4,012,163	733,265	547,312	804,486
Interest	595,035	321,489	11,156	8,775
Other Revenues	-	-	-	-
Total Revenues	\$ 4,607,198	\$ 1,054,754	\$ 558,468	\$ 813,261
EXPENDITURES				
Expenditures	165,039	28,997	-	205,793
Transfer Out	828,989	-	-	-
Total Expenditures	\$ 994,028	\$ 28,997	\$ -	\$ 205,793
REVENUE OVER/(UNDER) EXPENDITURES	\$ 3,613,170	\$ 1,025,756	\$ 558,468	\$ 607,468
Fund Balance, Beginning of Year	12,687,103	7,279,363	\$ 25,895	(69,351)
Fund Balance, End of Year	\$ 16,300,273	\$ 8,305,119	\$ 584,363	\$ 538,116

Notes:

- (1) An Updated Nexus Study was adopted in April 2013 which combined facility fees which had been reported as separate line items in the prior nexus study into a single fee component called Community Facilities. For reporting purposes all activity reported in individual funds prior to the implementation of the combined fee have been consolidated for reporting purposes.
- (2) Council approved consolidation of the SD Library Fee, the Villages of Zinfandel Library Fee into the Community Facility Fee - Library Fee. For reporting purposes all activity reported in the individual library funds prior to the implementation of the consolidated library fee have all been reported in CFF - Library Fee

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2025

Description	Sunrise Douglas Fee Program		Storm Drainage Impact Fee Prog.	
	Roadway	Program Admin	Storm Drain	Program Admin
REVENUES				
Fees	3,123,203	158,589	9,704,716	97,065
Interest	1,705,332	107,047	454,531	14,504
Other Revenues	-	-	-	-
Total Revenues	\$ 4,828,536	\$ 265,636	\$ 10,159,247	\$ 111,569
EXPENDITURES				
Expenditures	2,998,291	108,169	7,376,656	30,904
Transfer Out	-	-	-	-
Total Expenditures	\$ 2,998,291	\$ 108,169	\$ 7,376,656	\$ 30,904
REVENUE OVER/(UNDER) EXPENDITURES	\$ 1,830,245	\$ 157,467	\$ 2,782,591	\$ 80,665
Fund Balance, Beginning of Year	\$ 40,560,688	\$ 2,522,281	\$ 9,746,857	\$ 311,435
Fund Balance, End of Year	\$ 42,390,933	\$ 2,679,748	\$ 12,529,448	\$ 392,100

Notes:

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2025

Description	SunCreek Specific Plan Development Impact Fees			
	Onsite Roadway	Offsite Roadway	Potable Water	Storm Drainage
REVENUES				
Fees	224,322	58,843	200,501	28,794
Interest	41,965	10,169	32,705	19,064
Other Revenues	-	-	-	-
Total Revenues	\$ 266,286	\$ 69,012	\$ 233,205	\$ 47,858
EXPENDITURES				
Expenditures	-	-	46,492	28,412
Transfer Out	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ 46,492	\$ 28,412
REVENUE OVER/(UNDER) EXPENDITURES	\$ 266,286	\$ 69,012	\$ 186,714	\$ 19,446
Fund Balance, Beginning of Year	\$ 808,486	\$ 191,635	\$ 638,781	\$ 390,367
Fund Balance, End of Year	\$ 1,074,772	\$ 260,647	\$ 825,495	\$ 409,813

Notes:

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2025

Description	SunCreek Specific Plan Development Impact Fees			
	Backbone Wetland	Park, Corrid. & Trls	Wetland Buffer	Plan Area Formation
REVENUES				
Fees	310,851	141,687	73,662	299,515
Interest	50,704	23,111	12,730	-
Other Revenues	-	-	-	-
Total Revenues	\$ 361,556	\$ 164,799	\$ 86,392	\$ 299,515
EXPENDITURES				
Expenditures	1,045,211	32,854	-	299,515
Transfer Out	-	-	-	-
Total Expenditures	\$ 1,045,211	\$ 32,854	\$ -	\$ 299,515
REVENUE OVER/(UNDER) EXPENDITURES	\$ (683,655)	\$ 131,945	\$ 86,392	\$ -
Fund Balance, Beginning of Year	\$ 990,351	\$ 451,406	\$ 239,897	\$ -
Fund Balance, End of Year	\$ 306,695	\$ 583,351	\$ 326,289	\$ -

Notes:

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2025

SunCreek Specific Plan Development Impact Fees	
Description	Plan Administration
REVENUES	
Fees	34,849
Interest	5,963
Other Revenues	-
Total Revenues	\$ 40,812
EXPENDITURES	
Expenditures	29,735
Transfer Out	-
Total Expenditures	\$ 29,735
REVENUE OVER/(UNDER) EXPENDITURES	\$ 11,077
Fund Balance, Beginning of Year	\$ 121,294
Fund Balance, End of Year	\$ 132,371

Notes:

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2025

Description	Traffic Mitigation Impact Fee ⁽³⁾	Measure A Transportation Improvements ⁽⁴⁾	Sacramento Regional Transit ⁽⁴⁾	Very Low Income Housing
REVENUES				
Fees	16,398,614	1,046,508	180,848	4,518,958
Interest	2,034,665	129,135	-	263,090
Other Revenues	-	-	-	-
Total Revenues	<u>\$ 18,433,279</u>	<u>\$ 1,175,643</u>	<u>\$ 180,848</u>	<u>\$ 4,782,048</u>
EXPENDITURES				
Expenditures	9,447,086	1,142,583	-	1,262,965
Transfer Out	-	-	-	-
Total Expenditures	<u>\$ 9,447,086</u>	<u>\$ 1,142,583</u>	<u>\$ -</u>	<u>\$ 1,262,965</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ 8,986,192	\$ 33,061	\$ 180,848	\$ 3,519,083
Fund Balance, Beginning of Year	44,619,519	\$ 3,017,558	\$ 1,323,266	\$ 4,802,325
Fund Balance, End of Year	\$ 53,605,711	\$ 3,050,619	\$ 1,504,114	\$ 8,321,408

Notes:

(4) These fees are collected on behalf of outside Agencies during the building permit process. These funds are then remitted to the Agencies who expend the funds on projects in accordance with their approved AB1600 studies. The City relies on information provided by the Agencies to complete the annual reporting requirements. The city does not audit the information provided by the outside Agencies.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	2,269,108	2,464,493	2,260,042	4,856,555	4,012,163
Interest	42,984	40,831	202,051	397,054	595,035
Other Revenues	-	-	-	-	-
Total Revenues	2,312,091	2,505,324	2,462,093	5,253,609	4,607,198
EXPENDITURES					
Expenditures	85,092	92,419	909,732	674,789	165,039
Transfer Out	337,275	337,376	337,557	706,141	828,989
Total Expenditures	422,366	429,795	1,247,288	1,380,931	994,028
REVENUES OVER (UNDER) EXPENDITURES	1,889,725	2,075,529	1,214,805	3,872,678	3,613,170
Fund Balance, Beginning of Year	3,634,365	5,524,091	7,599,620	8,814,425	12,687,103
Fund Balance, End of Year	\$ 5,524,091	\$ 7,599,620	\$ 8,814,425	\$ 12,687,103	\$ 16,300,273

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	2,312,091	2,505,324	2,462,093	5,253,609	4,607,198
Prior Year (2-yr Old Funds)	2,166,593	2,312,091	2,505,324	2,462,093	5,253,609
Prior Year (3-yr Old Funds)	1,045,406	2,782,205	3,847,007	2,505,324	2,462,093
Prior Year (4-yr Old Funds)	-	-	-	2,466,077	2,505,324
Prior Year (5-yr Old Funds)	-	-	-	-	1,472,049
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ 5,524,090	\$ 7,599,620	\$ 8,814,424	\$ 12,687,103	\$ 16,300,273

Community Facility Fee (CFF) - Library

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	428,804	496,369	478,638	945,883	733,265
Interest	45,710	33,491	142,893	260,867	321,489
Other Revenues	-	-	-	-	-
Total Revenues	474,514	529,860	621,530	1,206,750	1,054,754
EXPENDITURES					
Expenditures	16,080	18,614	17,949	35,471	28,997
Transfer Out	-	-	-	-	-
Total Expenditures	16,080	18,614	17,949	35,471	28,997
REVENUES OVER (UNDER) EXPENDITURES	458,434	511,246	603,581	1,171,279	1,025,756
Fund Balance, Beginning of Year	4,534,822	4,993,256	5,504,502	6,108,083	7,279,363
Fund Balance, End of Year	\$ 4,993,256	\$ 5,504,502	\$ 6,108,083	\$ 7,279,363	\$ 8,305,119

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-2024	2023-2024
Current Year	474,514	529,860	621,530	1,206,750	1,054,754
Prior Year (2-yr Old Funds)	390,425	474,514	529,860	621,530	1,206,750
Prior Year (3-yr Old Funds)	316,552	390,425	474,514	529,860	621,530
Prior Year (4-yr Old Funds)	200,773	316,552	390,425	474,514	529,860
Prior Year (5-yr Old Funds)	(1) 310,865	(1) 200,773	(1) 316,552	(1) 390,425	(1) 474,514
Greater than Five Prior Fiscal Years	(1) 3,300,127	(1) 3,592,378	(1) 3,775,201	(1) 4,056,283	(1) 4,417,711
Total Revenues	\$ 4,993,256	\$ 5,504,502	\$ 6,108,083	\$ 7,279,363	\$ 8,305,119

(1) The Community Facility Fees - Library Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for a future construction of Library Branch(es) and therefore must be retained until enough fees have been collected to start construction of the project.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	1,056,840	427,334	341,300	495,057	547,312
Interest	1,093	731	5,683	75	11,156
Total Revenues	1,057,933	428,065	346,983	495,132	558,468
EXPENDITURES					
Expenditures	1,168,263	371,240	623,685	333,265	-
Transfer Out	-	-	-	-	-
Total Expenditures	1,168,263	371,240	623,685	333,265	-
REVENUES OVER (UNDER) EXPENDITURES	(110,330)	56,825	(276,703)	161,866	558,468
Fund Balance, Beginning of Year	194,236	83,906	140,731	(135,971)	25,895
Fund Balance, End of Year	\$ 83,906	\$ 140,731	\$ (135,971)	\$ 25,895	\$ 584,363

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	83,906	140,731	-	25,895	584,363
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ 83,906	\$ 140,731	\$ -	\$ 25,895	\$ 584,363

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	1,638,485	707,455	2,184,755	653,698	804,486
Interest	1,430	770	6,394	38	8,775
Other Revenues	-	-	-	-	-
Total Revenues	1,639,915	708,226	2,191,150	653,736	813,261
EXPENDITURES					
Expenditures	1,674,815	639,317	2,490,296	576,870	205,793
Transfer Out	-	-	-	-	-
Total Expenditures	1,674,815	639,317	2,490,296	576,870	205,793
REVENUES OVER (UNDER) EXPENDITURES	(34,900)	68,909	(299,146)	76,867	607,468
Fund Balance, Beginning of Year	118,919	84,020	152,928	(146,218)	(69,351)
Fund Balance, End of Year	84,020	152,928	\$ (146,218)	\$ (69,351)	\$ 538,116

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	84,020	152,928	-	-	538,116
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ 84,020	\$ 152,928	\$ -	\$ -	\$ 538,116

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	8,308,575	5,422,457	3,552,628	5,360,785	3,123,203
Interest	274,564	217,342	919,767	1,559,474	1,705,332
Other Revenues	-	-	-	-	-
Total Revenues	8,583,140	5,639,798	4,472,394	6,920,259	4,828,536
EXPENDITURES					
Expenditures	1,977,626	1,738,409	2,578,756	4,291,447	2,998,291
Transfer Out	-	-	-	-	-
Total Expenditures	1,977,626	1,738,409	2,578,756	4,291,447	2,998,291
REVENUES OVER (UNDER) EXPENDITURES	6,605,514	3,901,390	1,893,638	2,628,811	1,830,245
Fund Balance, Beginning of Year	25,531,335	32,136,849	36,038,238	37,931,876	40,560,688
Fund Balance, End of Year	\$ 32,136,849	\$ 36,038,238	\$ 37,931,876	\$ 40,560,688	\$ 42,390,933

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	8,583,140	5,639,798	4,472,394	6,920,259	4,828,536
Prior Year (2-yr Old Funds)	8,220,668	8,583,140	5,639,798	4,472,394	6,920,259
Prior Year (3-yr Old Funds)	4,906,434	8,220,668	8,583,140	5,639,798	4,472,394
Prior Year (4-yr Old Funds)	2,517,915	4,906,434	8,220,668	8,583,140	5,639,798
Prior Year (5-yr Old Funds)	4,111,280 ⁽¹⁾	2,517,915 ⁽¹⁾	4,906,434 ⁽¹⁾	8,220,668 ⁽¹⁾	8,583,140 ⁽¹⁾
Greater than Five Prior Fiscal Years	3,797,413	6,170,284	6,109,442	6,724,429	11,946,806 ⁽¹⁾
Total Revenues	\$ 32,136,849	\$ 36,038,238	\$ 37,931,876	\$ 40,560,688	\$ 42,390,933

(1) The Sunrise Douglas Roadway Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the future roadway improvements necessary to serve the growing population within the Sunrise Douglas Community Plan Area and therefor must be retained until enough fees have been collected to start construction of the various roadway projects.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	370,841	234,248	177,029	218,096	158,589
Interest	13,916	12,474	53,302	92,939	107,047
Other Revenues	264,981	-	-	-	-
Total Revenues	649,738	246,722	230,331	311,036	265,636
EXPENDITURES					
Expenditures	87,338	32,411	48,933	45,192	108,169
Transfer Out	-	-	-	-	-
Total Expenditures	87,338	32,411	48,933	45,192	108,169
REVENUES OVER (UNDER) EXPENDITURES	562,400	214,311	181,397	265,843	157,467
Fund Balance, Beginning of Year	1,298,329	1,860,729	2,075,040	2,256,438	2,522,281
Fund Balance, End of Year	1,860,729	\$ 2,075,040	\$ 2,256,438	\$ 2,522,281	\$ 2,679,748

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	649,738	246,722	230,331	311,036	265,636
Prior Year (2-yr Old Funds)	380,521	649,738	246,722	230,331	311,036
Prior Year (3-yr Old Funds)	212,792	380,521	649,738	246,722	230,331
Prior Year (4-yr Old Funds)	111,348	212,792	380,521	649,738	246,722
Prior Year (5-yr Old Funds)	130,424 ⁽¹⁾	111,348 ⁽¹⁾	212,792 ⁽¹⁾	380,521 ⁽¹⁾	649,738 ⁽¹⁾
Greater than Five Prior Fiscal Years	375,906 ⁽¹⁾	473,919 ⁽¹⁾	536,334 ⁽¹⁾	703,934 ⁽¹⁾	976,286 ⁽¹⁾
Total Revenues	\$ 1,860,729	\$ 2,075,040	\$ 2,256,438	\$ 2,522,281	\$ 2,679,748

(1) The Sunrise Douglas Program Admin Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the ongoing administrative cost and therefor must be retained for future cost.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2019-20	2020-21	2021-22	2022-23	2024-25
REVENUES					
Fees	2,438,640	6,659,774	8,419,105	23,606,285	16,398,614
Interest	162,169	126,258	596,193	1,238,788	2,034,665
Other Revenues	1,047,841	-	-	-	-
Total Revenues	3,648,650	6,786,032	9,015,298	24,845,073	18,433,279
EXPENDITURES					
Expenditures	2,133,479	2,773,678	4,844,629	6,106,576	9,447,086
Transfer Out	-	-	-	-	-
Total Expenditures	2,133,479	2,773,678	4,844,629	6,106,576	9,447,086
REVENUES OVER (UNDER) EXPENDITURES	1,515,170	4,012,354	4,170,669	18,738,498	8,986,192
Fund Balance, Beginning of Year	16,182,827	17,697,997	21,710,352	25,881,021	44,619,519
Fund Balance, End of Year	\$ 17,697,997	\$ 21,710,352	\$ 25,881,021	\$ 44,619,519	\$ 53,605,711

Five Year Revenue Test Using First In First Out Method

Available Revenue	2019-20	2020-21	2021-22	2023-24	2024-25
Current Year	2,700,041	3,648,650	6,786,032	24,845,073	18,433,279
Prior Year (2-yr Old Funds)	2,174,563	2,700,041	3,648,650	6,786,032	24,845,073
Prior Year (3-yr Old Funds)	1,628,008	2,174,563	2,700,041	3,648,650	6,786,032
Prior Year (4-yr Old Funds)	4,063,390	1,628,008	2,174,563	2,700,041	3,541,326
Prior Year (5-yr Old Funds)	2,880,535 ⁽¹⁾	4,063,390 ⁽¹⁾	1,628,008 ⁽¹⁾	2,174,563 ⁽¹⁾	- ⁽¹⁾
Greater than Five Prior Fiscal Years	4,251,462	7,495,702	8,943,728	4,465,160	- ⁽¹⁾
Total Revenues	\$ 16,182,827	\$ 17,697,997	\$ 21,710,352	\$ 44,619,518	\$ 53,605,711

(1) The Traffic Mitigation Fund reports funds being held beyond the five-years as described by AB1600. While projects are being completed on an annual basis, this fund is accumulation funds for the development and construction of a new interchange, a multi-million dollar project which is not expected to start construction in the next five year CIP funding cycle, therefor the funds must be retained until a funding level that allows construction to start has been reached.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	3,874,399	1,899,862	131,227	4,080,961	9,704,716
Interest	3,376	28,091	143,489	254,680	454,531
Other Revenues	-	-	-	-	-
Total Revenues	3,877,775	1,927,953	274,716	4,335,642	10,159,247
EXPENDITURES					
Expenditures	-	-	599,520	69,708	7,376,656
Transfer Out	-	-	-	-	-
Total Expenditures	-	-	599,520	69,708	7,376,656
REVENUES OVER (UNDER) EXPENDITURES	3,877,775	1,927,953	(324,804)	4,265,933	2,782,591
Fund Balance, Beginning of Year	-	3,877,775	5,805,728	5,480,923	9,746,857
Fund Balance, End of Year	\$ 3,877,775	\$ 5,805,728	\$ 5,480,923	\$ 9,746,857	\$ 12,529,448

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	3,877,775	1,927,953	274,716	4,335,642	10,159,247
Prior Year (2-yr Old Funds)	-	3,877,775	1,927,953	274,716	2,370,201
Prior Year (3-yr Old Funds)	-	-	3,278,254	1,927,953	-
Prior Year (4-yr Old Funds)	-	-	-	3,208,546	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ 3,877,775	\$ 5,805,728	\$ 5,480,923	\$ 9,746,857	\$ 12,529,448

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	11,590	79,161	107,866	170,040	97,065
Interest	4	151	2,747	7,671	14,504
Other Revenues	-	-	-	-	-
Total Revenues	11,595	79,312	110,613	177,711	111,569
EXPENDITURES					
Expenditures	139	34,342	7,185	26,130	30,904
Transfer Out	-	-	-	-	-
Total Expenditures	139	34,342	7,185	26,130	30,904
REVENUES OVER (UNDER) EXPENDITURES	11,455	44,969	103,429	151,582	80,665
Fund Balance, Beginning of Year	-	11,455	56,425	159,854	311,435
Fund Balance, End of Year	11,455	56,425	159,854	\$ 311,435	\$ 392,100

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	11,455	56,425	110,613	177,711	111,569
Prior Year (2-yr Old Funds)	-	-	49,240	110,613	177,711
Prior Year (3-yr Old Funds)	-	-	-	23,111	102,820
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ 11,455	\$ 56,425	\$ 159,854	\$ 311,435	\$ 392,100

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	1,448,744	2,846,759	780,767	875,841	1,046,508
Interest	18,691	15,306	65,392	114,739	129,135
Other Revenues	-	-	-	-	-
Total Revenues	<u>1,467,435</u>	<u>2,862,065</u>	<u>846,159</u>	<u>990,580</u>	<u>1,175,643</u>
EXPENDITURES					
Expenditures	2,457,075	465,526	746,493	620,999	1,142,583
Transfer Out	-	-	-	-	-
Total Expenditures	<u>2,457,075</u>	<u>465,526</u>	<u>746,493</u>	<u>620,999</u>	<u>1,142,583</u>
REVENUES OVER (UNDER) EXPENDITURES	-989,640	2,396,539	99,666	369,581	33,061
Fund Balance, Beginning of Year	1,076,607	151,772	2,548,311	2,647,977	3,017,558
Fund Balance, End of Year	<u>\$86,967</u>	<u>\$2,548,311</u>	<u>\$2,647,977</u>	<u>\$3,017,558</u>	<u>\$ 3,050,619</u>

Five Year Revenue Test Using First In First Out Method

Available Revenue	2019-20	2020-21	2021-22	2023-24	2024-25
Current Year	86,967	2,548,311	846,159	990,580	1,175,643
Prior Year (2-yr Old Funds)	-	-	1,801,818	846,159	990,580
Prior Year (3-yr Old Funds)	-	-	-	1,180,819	884,395
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	<u>\$ 86,967</u>	<u>\$ 2,548,311</u>	<u>\$ 2,647,977</u>	<u>\$ 3,017,558</u>	<u>\$ 3,050,619</u>

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	144,149	159,551	345,645	386,231	180,848
Interest	-	-	-	-	-
Other Revenues	-	-	-	-	-
Total Revenues	144,149	159,551	345,645	386,231	180,848
EXPENDITURES					
Expenditures	-	-	-	-	-
Transfer Out	-	-	-	-	-
Total Expenditures	-	-	-	-	-
REVENUES OVER (UNDER) EXPENDITURES	144,149	159,551	345,645	386,231	180,848
Fund Balance, Beginning of Year	287,690	431,839	591,390	937,035	1,323,266
Fund Balance, End of Year	\$ 431,839	\$ 591,390	\$ 937,035	\$ 1,323,266	\$ 1,504,114

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	144,149	159,551	345,645	386,231	180,848
Prior Year (2-yr Old Funds)	194,011	144,149	159,551	345,645	386,231
Prior Year (3-yr Old Funds)	85,978	194,011	144,149	159,551	345,645
Prior Year (4-yr Old Funds)	7,700	85,978	194,011	144,149	159,551
Prior Year (5-yr Old Funds)	-	7,700	85,978	194,011	144,149
Greater than Five Prior Fiscal Years	-	-	7,700	93,678	287,690
Total Revenues	\$ 431,839	\$ 591,390	\$ 937,035	\$ 1,323,266	\$ 1,504,114

Result: Five Year Findings required in accordance with Government Code 66001

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES					
Fees	35,498	680,720	1,128,369	2,137,185	4,518,958
Interest	2,329	3,030	35,889	129,216	263,090
Other Revenues	-	-	-	442,976	-
Total Revenues	37,826	683,751	1,164,259	2,709,378	4,782,048
EXPENDITURES					
Expenditures	-	-	-	11,169	1,262,965
Transfer Out	-	-	-	-	-
Total Expenditures	-	-	-	11,169	1,262,965
REVENUES OVER (UNDER) EXPENDITURES	37,826	683,751	1,164,259	2,698,209	3,519,083
Fund Balance, Beginning of Year	218,281	256,107	939,858	2,104,117	4,802,325
Fund Balance, End of Year	\$ 256,107	\$ 939,858	\$ 2,104,117	\$ 4,802,325	\$ 8,321,408

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21	2021-22	2022-23	2023-24	2024-25
Current Year	37,826	683,751	1,164,259	2,709,378	4,782,048
Prior Year (2-yr Old Funds)	169,711	37,826	683,751	1,164,259	2,709,378
Prior Year (3-yr Old Funds)	48,570	169,711	37,826	683,751	829,983
Prior Year (4-yr Old Funds)	-	48,570	169,711	37,826	-
Prior Year (5-yr Old Funds)	-	-	48,570	169,711	-
Greater than Five Prior Fiscal Years	-	-	-	37,401	-
Total Revenues	\$ 256,107	\$ 939,858	\$ 2,104,117	\$ 4,802,325	\$ 8,321,408

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-			795,264	224,322
Interest	-			13,222	41,965
Other Revenues	-	-	-	-	-
Total Revenues	-			808,486	266,286
EXPENDITURES					
Expenditures	-	-		-	-
Transfer Out	-	-		-	-
Total Expenditures	-	-		-	-
REVENUES OVER (UNDER) EXPENDITURES	-			808,486	266,286
Fund Balance, Beginning of Year	-			-	808,486
Fund Balance, End of Year	\$ -			\$ 808,486	\$ 1,074,772

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	-	808,486	266,286
Prior Year (2-yr Old Funds)	-	-	-	-	808,486
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ 808,486	\$ 1,074,772

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-			188,564	58,843
Interest	-			3,070	10,169
Other Revenues	-	-	-	-	-
Total Revenues	-			191,635	69,012
EXPENDITURES					
Expenditures	-	-		-	-
Transfer Out	-	-		-	-
Total Expenditures	-	-		-	-
REVENUES OVER (UNDER) EXPENDITURES	-			191,635	69,012
Fund Balance, Beginning of Year	-			-	191,635
Fund Balance, End of Year	\$ -			\$ 191,635	\$ 260,647

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	-	191,635	69,012
Prior Year (2-yr Old Funds)	-	-	-	-	191,635
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ 191,635	\$ 260,647

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-			628,547	200,501
Interest	-			10,235	32,705
Other Revenues	-	-	-	-	-
Total Revenues	-			638,781	233,205
EXPENDITURES					
Expenditures	-	-			46,492
Transfer Out	-	-		-	-
Total Expenditures	-	-		-	46,492
REVENUES OVER (UNDER) EXPENDITURES	-			638,781	186,714
Fund Balance, Beginning of Year	-			-	638,781
Fund Balance, End of Year	\$ -			\$ 638,781	\$ 825,495

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	-	638,781	233,205
Prior Year (2-yr Old Funds)	-	-	-	-	592,290
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ 638,781	\$ 825,495

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-			384,112	28,794
Interest	-			6,254	19,064
Other Revenues	-	-	-	-	-
Total Revenues	-			390,367	47,858
EXPENDITURES					
Expenditures	-	-			28,412
Transfer Out	-	-		-	-
Total Expenditures	-	-		-	28,412
REVENUES OVER (UNDER) EXPENDITURES	-			390,367	19,446
Fund Balance, Beginning of Year	-			-	390,367
Fund Balance, End of Year	\$ -			\$ 390,367	\$ 409,813

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	-	390,367	47,858
Prior Year (2-yr Old Funds)	-	-	-	-	361,955
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ 390,367	\$ 409,813

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-			974,483	310,851
Interest	-			15,867	50,704
Other Revenues	-	-	-	-	-
Total Revenues	-			990,351	361,556
EXPENDITURES					
Expenditures	-	-			1,045,211
Transfer Out	-	-		-	-
Total Expenditures	-	-		-	1,045,211
REVENUES OVER (UNDER) EXPENDITURES	-			990,351	(683,655)
Fund Balance, Beginning of Year	-			-	990,351
Fund Balance, End of Year	\$ -			\$ 990,351	\$ 306,695

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	-	990,351	306,695
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ 990,351	\$ 306,695

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-			444,174	141,687
Interest	-			7,232	23,111
Other Revenues	-	-	-	-	-
Total Revenues	-			451,406	164,799
EXPENDITURES					
Expenditures	-	-			32,854
Transfer Out	-	-		-	-
Total Expenditures	-	-		-	32,854
REVENUES OVER (UNDER) EXPENDITURES	-			451,406	131,945
Fund Balance, Beginning of Year	-			-	451,406
Fund Balance, End of Year	\$ -			\$ 451,406	\$ 583,351

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	-	451,406	164,799
Prior Year (2-yr Old Funds)	-	-	-	-	418,552
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ 451,406	\$ 583,351

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-			236,053	73,662
Interest	-			3,844	12,730
Other Revenues	-	-	-	-	-
Total Revenues	-			239,897	86,392
EXPENDITURES					
Expenditures	-	-		-	-
Transfer Out	-	-		-	-
Total Expenditures	-	-		-	-
REVENUES OVER (UNDER) EXPENDITURES	-			239,897	86,392
Fund Balance, Beginning of Year	-			-	239,897
Fund Balance, End of Year	\$ -			\$ 239,897	\$ 326,289

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	-	239,897	86,392
Prior Year (2-yr Old Funds)	-	-	-	-	239,897
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ 239,897	\$ 326,289

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-		8,985	111,672	34,849
Interest	-		32	2,176	5,963
Other Revenues	-	-	-	-	-
Total Revenues	-		9,017	113,849	40,812
EXPENDITURES					
Expenditures	-	-	-	1,572	29,735
Transfer Out	-	-	-	-	-
Total Expenditures	-	-	-	1,572	29,735
REVENUES OVER (UNDER) EXPENDITURES	-		9,017	112,276	11,077
Fund Balance, Beginning of Year	-		-	9,017	121,294
Fund Balance, End of Year	\$ -		\$ 9,017	\$ 121,294	\$ 132,371

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	9,017	113,849	40,812
Prior Year (2-yr Old Funds)	-	-	-	7,445	91,559
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ 9,017	\$ 121,294	\$ 132,371

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
REVENUES					
Fees	-			-	299,515
Interest	-			-	-
Other Revenues	-	-	-	-	-
Total Revenues	-			-	299,515
EXPENDITURES					
Expenditures	-	-			299,515
Transfer Out	-	-		-	-
Total Expenditures	-	-		-	299,515
REVENUES OVER (UNDER) EXPENDITURES	-			-	-
Fund Balance, Beginning of Year	-			-	-
Fund Balance, End of Year	\$ -			\$ -	\$ -

Five Year Revenue Test Using First In First Out Method

Available Revenue	2020-21 ⁽¹⁾	2021-22 ⁽¹⁾	2022-23 ⁽¹⁾	2023-24 ⁽¹⁾	2024-25 ⁽¹⁾
Current Year		-	-	-	-
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -

(1) The SunCreek Specific Plan Fee Program was implemented in FY 2022-23 and does not have 5 years worth of data to report at this time.

Notes to the Annual Development Impact Fee Report

The Notes address two items required by California Government Code Section 66006(b). Notes 1-3 provides information on any interfund transfer or loans made from a development fee account or fund, including the public improvement on which the transferred or loaned fee will be expended. In the case of an interfund loan, the date on which the loan will be repaid and the rate of interest the account or fund will receive on the loan is also provided. Note 4 provides information on the amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

NOTE #1 – 2017 SERIES A & B REFUNDING CERTIFICATES OF PARTICIPATION

On January 25, 2017 \$11,925,000 and \$4,470,000 in Refunding Certificated of Participation (COP's) were issued by the Rancho Cordova Finance Corporation (the "Corporation") to refund both the 2005 & 2007 Certificates of Participations, which were issued for City Hall Facility Acquisition and City Operations. Principal payments of \$190,000 to \$1,235,000 are due annually on February 1st through February 1, 2035. Concurrently, the City entered into a facilities lease agreement with the Corporation for the use and occupancy of the facilities. The lease agreement requires the City to make rental payments to the Corporation equal to the Certificates of Participation's principal and interest payments.

The CFF - Community Facilities Fee is responsible for 62.5% of the principal and interest attributable to the tax-exempt COP's (2017 A). As of June 30, 2025, the CFF - Community Facilities Fee gross repayment obligation, including interest, totaled \$8,211,697. During FY 2024-25 the CFF - Community Facilities Fee made payments totaling \$828,988.66, including bank fees.

Future payments on these COP's are as follows:

Long Term Debt Obligation at June 30, 2025			
For the Year Ending June 30	2017 Series A & B CFF - Community Facilities Obligation		
	Principal	Interest	Total
2026	531,250	296,717	827,967
2027	556,250	270,155	826,405
2028	584,375	242,342	826,717
2029	615,625	213,123	828,748
2030	643,750	182,342	826,092
2030-205	3,646,875	428,892	4,075,767
Total Payments Due	6,578,125	1,633,572	8,211,697

Development Impact Fee Report

NOTE #2 – DEFERRED IMPACT FEES

In May 2008, the City enacted a Temporary Fee Deferral Program for certain development impact fees. This program allows residential and non-residential developers to defer eligible impact fees normally paid at the time of building permit issuance to the earlier of final inspection, issuance of temporary or final certificate of occupancy, or one-year from the date the fee deferral application was approved. Although originally set to expire after one year, through various Council actions, the program has been modified to remove the sunset date.

Developer impact fees deferred at June 30, 2025 are as follows:

DEVELOPMENT IMPACT FEE DEFERRALS			
at June 30, 2025			
Fee Program	Residential		Non-Residential
	Single Family	Multi-Family	All Types
Community Facility Fee - Library	12,617.70	-	-
SD Interim Sewer Impact Fee	-	-	-
SD Supplemental Offsite Water Fee	-	-	-
SD Traffic Mitigation Fee	-	-	-
Transportation Impact Fee	10,020.90	-	-
Total Fees Deferred	\$ 22,638.60	\$ -	\$ -

NOTE #3 – REFUNDS PAYABLE *As defined by California Government Code Section 66006 (b)*

When the City no longer needs the funds for the purposed collected, or if the City fails to make required findings or perform certain administrative tasks prescribed by AB1600, the City may be required to refund, on a prorated basis, to property owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

At this time, all fees being collected pursuant to the Development Impact Fee Program(s) have been earmarked for current or future capital projects necessary to maintain the current levels of service within existing services area to serve new development.

*Development Impact Fee Report***Development Fee Project Identification** - *California Government Code Section 66006 and 66001 require the City to make certain findings and meet reporting requirements on the use of development fees.*

The following table, on pages 43-46, illustrates several of the reporting requirements defined in the Legal Requirement section on pages 1-3.

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- Identify the purpose to which the fee is to be put.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

Most of the current projects including all funding sources and approximate dates on funding can be found in the 2020/21 - 2024/25 Capital Improvement Program (CIP). Some projects identified as "Future" in the Project Phase column will not be identified in the CIP but will be found in the corresponding Development Fee Program instead.

Information regarding completed projects which received full or partial funding from development impact fees can be obtained by contacting the Finance Department.

Exhibit A to the Resolution

- 43 -

ITEM 15.2.

Development Fee Program Identification - Active & Future Projects

Exhibit A to the Resolution

Development Impact Fees								
Project Number	Current Project(s)	Project Phase ⁽¹⁾	Estimated Start Date	Completion Date	Estimated Project Cost	Budget to Date ⁽²⁾	Funding to Date ⁽²⁾	Attrib. to New Dev
Sunrise Douglas - Admin								
45035	Administrative Duties associated with the Sunrise Douglas Fee Program	Admin	2004	Post 2023-24	n/a	1,891,045	1,891,045	
	Transportation Masterplan	Admin	2023	Post 2023-24	n/a	-	46,148	
Total Sunrise Douglas - Admin					\$ -	\$ 1,891,045	\$ 1,937,193	
SunCreek Admin								
45062	Suncreek Fee Program Tracking	Admin	2025	Post 2024-25	n/a	-	29,735	
Total Sunrise Creek - Admin					\$ -	\$ -	\$ 29,735	
SunCreek - Potable Water								
	Grantline 220 Potable Water Credit Agreement	Reimb/Credit	2025	Post 2025			46,492	
Total Sunrise Creek - Potable Water					\$ -	\$ -	\$ 46,492	
SunCreek - Storm Drainage								
	Grantline 220 Storm Drainage Agreement	Reimb/Credit	2025	Post 2025			28,412	
Total Sunrise Creek - Storm Drainage					\$ -	\$ -	\$ 28,412	
SunCreek - Backbone Wetland Mitigation								
	Grantline 220 Backbone Wetland Mitigation Agreement	Reimb/Credit	2025	Post 2025			1,045,211	
Total Sunrise Creek - Backbone Wetland Mitigation					\$ -	\$ -	\$ 1,045,211	
SunCreek - Parks, Corridors and Trails								
	Grantline 220 Parks, Corr, Trails Agreement	Reimb/Credit	2025	Post 2025			32,854	
Total Sunrise Creek - Parks, Corridors and Trails					\$ -	\$ -	\$ 32,854	
SunCreek - Plan Area Formation								
	Grantline 220 Plan Area Formation Agreement	Reimb/Credit	2025	Post 2025			299,515	
Total Sunrise Creek -Plan Area Formation					\$ -	\$ -	\$ 299,515	

Development Fee Program Identification - Active & Future Prohibited

Exhibit A to the Resolution

~ 45 ~

ITEM 15.2. Development Fee Program Identification - Active & Future Projects Exhibit A to the Resolution

						Development Impact Fees		
Project Number	Current Project(s)	Project Phase ⁽¹⁾	Estimated Start Date	Completion Date	Estimated Project Cost	Budget to Date ⁽²⁾	Funding to Date ⁽²⁾	Attrib. to New Dev
Storm Drain Impact Fee Program - Facilities								
80061	Arista Del Sol Drainage Credit	Reimb/Credit	2025	2025	1,141,865	1,141,865	1,141,865	100%
80073	Grantline 220 Drainage Credit	Reimb/Credit	2025	2025	1,937,807	1,937,807	1,937,807	100%
80122	The Preserve Drainage Credit	Reimb/Credit	2025	2025	607,618	607,618	607,618	100%
80009	The Ranch Drainage Credit	Reimb/Credit	2025	2025	1,297,258	1,297,258	1,297,258	100%
80109	The Ranch 2&7 Drainage Credit	Reimb/Credit	2025	2025	613,275	613,275	613,275	100%
80074	Rio Del Oro Drainage Credit	Reimb/Credit	2025	2025	5,522,761	5,522,761	1,777,328	100%
80007	White Rock Road Improvements Phase I, Sunrise to Rancho Cordova Pkwy	Construction	2007	Post 2024-25	20,081,640	735,550	562,077	4%
80045	Monier Circle Flood Control Basin	Design	2021	Post 2024-25	6,658,238	1,000,000	108,657	15%
Total Storm Drain Impact Fee Program - Facilities					\$ 37,860,461	\$ 12,856,134	\$ 8,045,885	
Storm Drain Impact Fee Program - Admin								
45037	Storm Drain Admin Impact Fees	Planning	2022	2023	7,185	33,314	64,218	464%
Total Storm Drain - Admin					\$ -	\$ 33,314	\$ 64,218	
Measure A - Transportation Improvements (Administered by Sacramento Transportation Administration)								
80048	Chase Dr, American River Parkway Connection	Construction	2022	2025	3,664,700	788,000	348,775	22%
80032	Cordova School Zones	Planning	2020	Post 2024-25	1,448,200	216,851	216,812	15%
80031	Sunrise Boulevard & Folsom Boulevard	Construction	2020	Post 2024-25	2,577,200	67,356	55,888	3%
80022	2016/2017 NTMP Project	Planning	2015	2021-22	509,600	234,587	212,683	46%
45025	Traffic Control and Safety	Admin	2023	Post 2024-25	-	-	305,246	
45028	Traffic Project Development	Admin	2023	Post 2024-25	-	-	173,617	
45030	Regional Coordination	Admin	2023	Post 2024-25	-	-	34,018	
80081	Intersection Safety Improvements	Construction	2023	Post 2024-25	536,950	175,000	25,000	33%
45022	Bikeway Master Plan Implementation	Admin	2023	Post 2024-25	-	-	62,103	
80091	Rancho Cordova School Crossing Improvements	Construction	2023	Post 2024-25	716,100	281,000	259,452	39%
80097	ATP Master Plan	Construction	2023	Post 2024-25	441,295	140,000	72,733	32%
80083	2024 ADA Sidewalk Improvements	Construction	2025	Post 2024-25	490,000	50,000	32,196	10%
80090	NTMP Phase VII	Planning	2025	Post 2024-25	370,000	55,000	16,505	15%
80092	2025 ADA Sidewalk Improvements	Planning	2025	Post 2024-25	400,000	100,000	9,063	25%
80112	FCM Feasibility Study	Planning	2025	Post 2024-25	130,000	30,000	5,970	23%
80117	Safety Plan	Planning	2025	Post 2024-25	650,000	50,000	1,200	8%
Total Measure A - Transportation Improvements					\$ 8,269,345	\$ 1,399,794	\$ 1,831,261	
Sacramento Regional Transit Impact Fee								
	Horn Road LRT Station (City Allocation Only)	Planning	2018	Post 2023-24	250,000	250,000	-	100%
Total Sacramento Regional Transit Fee					\$ 250,000	\$ 250,000	\$ -	
Housing Trust Development Impact Fee								
	Administrative Duties associated with Housing Program	Admin	2007	Post 2023-24	n/a	144,146	144,146	100%
	FY24-25 Impact Fee Credits	Reimb/Credit	2024	2025			1,261,135	
Total Housing Trust Development Impact Fee					\$ -	\$ 144,146	\$ 1,405,281	

MEMORANDUM



ITEM 15.3.

DATE: December 15, 2025
TO: Honorable Mayor and Council Members
FROM: Russell Ducharme, Neighborhood Services Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-248 WITH THE SACRAMENTO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA) IN AN AMOUNT NOT TO EXCEED \$1,302,248 FOR A THREE-YEAR TERM FOR ANIMAL SHELTERING SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2025-248, extending SPCA services through December 31, 2028.

BACKGROUND

The purpose of this contract is to continue providing high-quality animal sheltering services through the Sacramento SPCA in collaboration with the City's Animal Services Division. For more than twenty years, the SSPCA has played an integral role in supporting the city's enforcement of animal-related regulations, including pet licensing requirements, rabies suppression, and humane animal care standards.

Through this longstanding partnership, the SSPCA provides essential sheltering services, including protective custody, quarantine housing for bite cases and disease monitoring, general animal housing, adoption-related services, and support for field operations. These services form the backbone of the city's animal welfare response system and ensure that animals impounded for violations, public safety concerns, or owner surrenders receive appropriate and humane care.

City staff remains highly satisfied with the level of service provided by the SSPCA and has negotiated a new three-year agreement to maintain uninterrupted service. The proposed contract maintains the city's existing service levels and includes access to low-cost vaccination clinics and spay/neuter programs, which contribute significantly to community wide rabies suppression and responsible pet ownership.

The new contract includes a total cost of \$1,302,248 for the three-year term, starting January 1, 2026, and expiring on December 31, 2028. Additional charges will apply for overages in

protective custody, quarantine cases, and software-related costs used for shelter operations and case tracking. The city will continue its practice of recovering applicable overage costs directly from animal owners when allowed.

Maintaining this partnership ensures Rancho Cordova residents continue to receive a comprehensive and responsive Animal Services program.

FISCAL IMPACT AND FUNDING SOURCE

The total contract cost is \$1,302,248 for the three-year term. Funding is included in the Animal Services Division operating budget.

Additional costs may be incurred for:

Protective custody overages

Quarantine overages

Software platform and data management fees

Other unanticipated sheltering needs

A portion of these overage costs will be recovered directly from animal owners in accordance with the City's cost-recovery policies and fee schedule.

No additional General Fund impact beyond the budgeted allocation is anticipated.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-248

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. 2025-248 FOR ANIMAL SHELTER SERVICES BETWEEN THE CITY AND THE SACRAMENTO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

WHEREAS, on or about November 3, 2005, the City of Rancho Cordova entered a contract with the Sacramento Society for the Prevention of Cruelty to Animals (SPCA) to provide animal shelter services to the City of Rancho Cordova's Animal Services Division and the City's residents; and

WHEREAS, the city is satisfied with the services provided by SPCA and wishes to have the SPCA continue providing animal shelter services to the city and its residents; and

WHEREAS, the City and SPCA have negotiated a new three-year contract for SPCA to continue to provide these services to the City, and the cost of agreement shall be a maximum of \$1,302,248 over the term of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-248 with the Sacramento Society for the Prevention of Cruelty to Animals (SPCA) in an amount not to exceed \$1,302,248 and for a term starting January 1, 2026, and expiring December 31, 2028, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

, Mayor

Stacy Leitner, CMC
City Clerk

**CONTRACT BETWEEN THE CITY OF RANCHO CORDOVA AND THE
SACRAMENTO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS
(SPCA) FOR SHELTER SERVICES**

THIS CONTRACT is made on December 15th, 2025, by and between the City of Rancho Cordova, a municipal corporation (the “CITY”) and the Sacramento Society for the Prevention of the Cruelty of Animals, a California corporation (the “SHELTER”), collectively referred to as the “Parties.”

ARTICLE ONE – DEFINITIONS

The Parties agree that the following definitions shall apply to this Contract:

Section 1.01 “**Contract**” shall mean the enforceable CONTRACT between the parties to perform a service in consideration for specified compensation.

Section 1.02 “**Animals**” shall mean domestic animals such as dogs, cats and domesticated rabbits, non-indigenous reptiles and shall exclude birds, fowls and livestock as defined herein.

Section 1.03 “**Annual Payment**” shall mean the annual amount CITY pays SHELTER for SHELTER’s services calculated pursuant to the terms of this Contract.

Section 1.04 “**Birds**” and “**Fowls**” shall be defined as an Animal belonging to the class of Aves including members of the parrot family and all game birds, including but not limited to dove, quail, duck, goose, pigeon, cardinal, blue jay, robin, sparrow, blackbird and crow.

Section 1.05 “**CITY**” shall mean the City of Rancho Cordova, a California municipal corporation.

Section 1.06 “**CITY Ordinance**” shall refer to Title 8 of the Rancho Cordova Municipal Code as same may, from time to time be amended.

Section 1.07 “**CITY Licensing Program**” shall mean the CITY program of licensing dogs and cats in accordance with Rancho Cordova Municipal Code section 8.06 and California Food and Agriculture Code section 30501.

Section 1.08 “**Community Cat**” means a cat which is known to live in the community without the benefit of an owner.

Section 1.09 “**Contract Fees**” shall mean the monthly agreed price per Contract year for services rendered by SHELTER to CITY pursuant to this Contract. This rate shall be calculated by dividing the Annual Payment by the number of months (12) within the current CONTRACT year.

Section 1.10 “**Facility**” shall mean the facility or facilities used by SHELTER in providing shelter and other services for CITY pursuant to this Contract.

Section 1.11 “**Farm**” or “**Ranch**” means any land zoned and used for agriculture purposes.

Section 1.12 **“Farm Cat”** means any cat residing on a farm or ranch as defined herein whose presence is for the purpose of rodent control on such farm or ranch as identified under RCMC 8.01.016 and whose ownership cannot be determined.

Section 1.13 **“Feral Cat”** means a cat which is known to live in a wild or semi-wild state without benefit of an owner or a cat which has escaped for a substantial period of time from the care of its owner and is existing in a wild state without benefit of domestication.

Section 1.14 **“Livestock”** shall be defined as set forth in the Rancho Cordova Municipal Code and shall include swine, sheep, goat, horse, cattle, equine, or bovine Animal.

Section 1.15 **“Redemption Period”** shall mean the period of time that a stray Animal is held at the Facility to provide the owner time to reclaim.

Section 1.16 **“Return to Field”** is a program that alters, vaccinates and ear tips feral/farm/community cats and returns them to the location where they were originally collected.

Section 1.17 **“SHELTER”** shall mean to the Sacramento Society for the Prevention of the Cruelty to Animals (SSPCA) and its representatives.

ARTICLE TWO - IMPOUNDMENT

Section 2.01 **Facility.** The SHELTER represents that its Facility shall house and process Animals for CITY in a manner for SHELTER to meet its obligations herein as well as meets applicable legal requirements for Animal shelters, including all rules and regulations pursuant to California Civil Code section 1813, et seq., including but not limited to, Civil Code sections 1834, 1834.4 and 1846.

Section 2.02 **Impoundment.** The SHELTER agrees that it shall accept all Animals (with the exception of Feral/Farm cats) brought to its Facility by designees of the CITY, and its citizens. Such Animals shall be impounded under the exclusive control and custody of the SHELTER for periods of time as required by law, including the California Food and Agriculture Code sections 31108 and 31752 and Rancho Cordova Municipal Code chapter 8.08. Prior to delivery to the SHELTER, the CITY shall scan for microchips or search for a CITY license and use all reasonable diligence to notify the licensed owner, if any. The CITY shall not accept a surrender of ownership of an Animal by its owner at the Facility, except through the SHELTER. Any Animal not defined in Article One shall not be delivered to the SHELTER without calling and consulting with the SHELTER as to the feasibility of impoundment, holding, and care, or available options for placement. Feral/Farm cats shall not be impounded but will be held for 24 hours, altered (spay/neutered), and returned to the neighborhood/farm area from where they were collected. Community cats or kittens over one year of age, as defined above, may be referred to the SHELTER's Return To Field Program.

Section 2.03 **Holding.** Except for feral/farm cats (which are discussed below), every stray animal delivered to the Facility by the CITY shall become property of the SHELTER to process in accordance with this Contract regarding impoundment and redemption. The CITY agrees that the passage of three (3) working days, plus one (1) additional holding day to begin from the date of delivery to the SHELTER of every impounded stray animal is the Redemption Period. Neither the

CITY nor any agency, nor agent of the CITY shall have any claim or right to any stray animal not claimed and redeemed during the Redemption Period. Should the CITY inform the SHELTER of its intent to continue holding a stray animal prior to 6p.m. of the final day of any given hold period, the SHELTER shall continue to hold the accepted stray animal for the time period requested by the CITY. The SHELTER shall be solely responsible for all costs and expenses related to the accepted stray animal(s) incurred after the holding period. Feral/Farm Cats shall be held for two (2) working days, including the day of impoundment, checked for identifications/proof of ownership (microchip, collar, tags, etc.) and referred to the SHELTER'S RTF program if no identification is found. Community Cats will be held for the redemption period set forth above, and then will be placed for adoption or referred to the RTF Program.

Section 2.04 Care. The SHELTER agrees that it shall provide reasonable and appropriate care for all Animals delivered to the Facility by the CITY. This includes adequate shelter, food, water, and all other humane treatment.

Section 2.05 Veterinary Care. Unless prior authorization is provided by the CITY, the SHELTER's acceptance and care provided for any injured or seriously ill animal shall be at the SHELTER'S sole cost and expense. Whenever exigent circumstances during the "redemption period" (see definition at Section 1) require the SHELTER to provide immediate emergency medical care to any injured or seriously ill accepted animal and such care is actually provided, the CITY may, upon request and in its sole discretion, reimburse the SHELTER for all, or part of any reasonable cost and expenses associated with the emergency medical care of the animal. The CITY understands that the SHELTER is not required to provide veterinary care to animals brought into the Facility by the CITY. If the CITY intends to impound an animal that is injured or seriously ill, the CITY will provide immediate veterinary care through the CITY's contract provider. If the SHELTER provides veterinarian care to an animal that has been impounded by the CITY, the CITY shall pay the SHELTER for services rendered.

ARTICLE THREE– ANIMAL DISPOSITION

Section 3.01 Disposition Policy. The SHELTER shall have the undisputed right, consistent with Title 8 "Animals" of the Rancho Cordova Municipal Code and this Contract, to dispose of every Animal given into its custody in accordance with the following policy:

The SHELTER shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of the home offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.

The SHELTER shall have the sole and exclusive right to determine if and when Animals are to be placed in a new home or euthanized but agrees to make a good faith attempt to place Animals prior to euthanizing them.

The SHELTER shall have the right to humanely euthanize any Animal impounded that is found to be physically suffering, injured or have a communicable disease prior to the end of the Redemption Period.

Section 3.02 **Impoundment, Boarding and Adoption.** The SHELTER agrees, in accordance with Paragraph 3.1 of this Contract, that if the owner of an impounded Animal shall claim the Animal prior to the Redemption Period the SHELTER shall collect from the owner the impoundment fee(s) together with the cost of board at the current rate per Animal. Further, the SHELTER shall require the owner of every impounded Animal to pay all applicable fees including licensing and vaccination fees of an impounded Animal which has not been inoculated and licensed, as required by chapter 8.08 of the Rancho Cordova Municipal Code. The SHELTER shall set, in accordance with the law, all fees, if any, it charges to the public for an Animal adoption.

ARTICLE FOUR-COLLECTION OF FEES

Section 4.01 CITY herein designates SHELTER and SHELTER herein agrees to serve as the enforcing agency on behalf of the CITY for purposes set forth in this Contract. Specifically, SHELTER agrees that it will act on CITY's behalf by charging, collecting and/or accounting for those fees it receives pursuant to this Contract, including licensing fees, impoundment fees and boarding fees.

Section 4.02 **Disposition of Funds.** Any CITY licensing fees, impound fees, unaltered fees, and boarding fees collected or received by SHELTER shall be accounted for separately and shall not be used to offset the Annual Payment relating thereto as may be required in this Contract. Any monies paid in owner-returned cases to the SHELTER for impoundment during the Redemption Period shall be accounted for separately by the SHELTER but will not be used to offset the calculation of the Annual Payment. These funds shall be the property of the CITY and remitted to the CITY in accordance with this Contract.

Section 4.03 **Waiver of Impound Fees.** The CITY will allow flexibility to the SHELTER to waive impound fees for animals if the owner agrees to sterilize their animal.

ARTICLE FIVE- COST OF SERVICES AND FEES

Section 5.01 **Fees Schedule.** During the three-year term, starting January 1st, 2026 and ending December 31st, 2028 the CITY and SHELTER agree to the following: CITY will pay SHELTER:

- Three hundred sixty-one thousand, nine hundred twenty dollars (\$361,920) for the year 2026
- Three hundred ninety thousand, eight hundred seventy-four dollars (\$390,874) for the year 2027
- Four hundred twenty-two thousand, one hundred forty-four dollars (\$422,144) for the year 2028

and the SHELTER shall accept, at CITY's discretion, up to 1,837 Animals in each twelve (12) month period. The CITY also agrees to pay the SPCA for each animal in excess of the yearly animal intake limits at the rate of \$205 per animal.

The total contract amount over the three-year term, including incidental charges listed in sections 5.01, 5.04, 5.05, 5.06, and 6.01, shall not exceed one million three hundred and two thousand, two hundred forty-eight dollars (\$1,302,248).

Section 5.02 **Contract Fees.** The SHELTER agrees to bill the CITY the Annual Cost of Services and Fees in twelve equal monthly installments. City agrees to pay non-disputed invoices, net 45, from date of receipt of invoice.

Section 5.03 **Livestock.** The CITY agrees that the responsibility for seizing, securing, housing, and disposing of livestock belongs to the CITY. In the event, for any reason, the CITY delivers livestock to the SHELTER which was seized in its jurisdiction by the duly appointed agents of the CITY, the SHELTER shall be paid for actual expenses it incurs to feed, house, transport and dispose of such livestock in addition to any other amounts under this Contract. SHELTER agrees to abide by all applicable law in processing livestock hereunder.

Section 5.04 **Rendering Services for Dead Animals.** CITY shall pay the SHELTER the cost of rendering services of dead animals (including animals that died by euthanasia and/or during seizure), as follows: Thirty and Zero/100 Dollars (\$30) per animal.

Section 5.05 **Humane Investigations.** Rancho Cordova Animal Services will respond to and investigate all humane cases. Humane cases that require the impoundment of an animal that requires extended care or quarantine beyond the “redemption period” will be charged as follows: Thirty and Zero/100s Dollars (\$30) per day per animal with the following limitations on impoundment at the same time: five dogs, five rabbits, ten cats per incident unless shelter authorizes additional animals at time of incident.

Animals held in protective custody will be charged as follows: Twenty and Zero/100s Dollars (\$20) per day per animal (with the following animal limitations for impoundment at the same time: five dogs, five rabbits, ten cats).

The SHELTER will make every attempt to collect all related impound fees from the animal owner at the time of redemption. If collected, the CITY will not incur the daily charge. These fees will be paid to the SHELTER by the CITY in addition to the “Fees Schedule” as outlined in Section 5.01. Section

5.06 **Software.** The SHELTER shall provide the CITY with full access to shelter software program, via internet connection or otherwise remotely available at the CITY offices, and rights to all CITY data contained therein in the event the SHELTER changes software vendors. The SHELTER shall provide the CITY a minimum of four (4) users access to the software program. The users shall be designated by the CITY. Such access shall at a minimum allow the designated CITY user to view and print and save all reports and databases related to the Contract, including, but not limited to, the status and disposition of all Animals deposited at the facility. CITY’s share of the costs of the software shall be four hundred seventy-three and Zero/100s Dollars (\$473) per month. These fees will be paid to the SHELTER by the CITY in addition to the “Fees Schedule” as outlined in Section 5.01. The SHELTER shall provide the City with up to twenty hours training annually. When software program updates are to be implemented, the SHELTER shall provide the CITY advance notice and support to include training. The SHELTER shall ensure that technical support is available to the CITY during this contract period. Immediately upon termination of the

contract, or upon the request by the CITY, the CITY shall be entitled to all data, files, documents, drawings, specifications, reports, estimates, summaries, and other such material and property of the CITY as may have been prepared or accumulated to date by the SHELTER in performing this contract. SHELTER will be allowed to retain copies of all deliverables to the CITY.

Section 5.07 Report.

- (a) The SHELTER shall provide to the CITY, on or before the 20th day following each month during the term of this Contract, a report setting forth the following information for each Animal delivered by designees of the CITY, and its citizens, to the Facility:
 - (i) date delivered to the SHELTER.
 - (ii) source of delivery (name of Animal control officer, citizen, owner surrender);
 - (iii) type of Animal (cat, dog or other);
 - (iv) assigned identification number of Animal;
 - (v) duration of stay at the SHELTER for each Animal delivered by the CITY;
 - (vi) reason for impoundment if not a stray;
 - (vii) total number of Animals delivered to the SHELTER for the previous month.
- (b) The SHELTER shall also provide to the CITY a report of any livestock or wildlife delivered by the designees of the CITY, and its citizens to the Facility setting forth:
 - (i) the date of delivery;
 - (ii) the source of delivery (name of Animal control officer, citizen, owner surrender);
 - (iii) the reason for delivery;
 - (iv) the type of livestock or wildlife;
 - (v) assigned identification number of Animal;
 - (vi) any expenses incurred to date.

Section 5.08 Financial Records and Audit. SHELTER shall ensure that all information as it relates to number of Animals processed on behalf of the CITY, to include those impound fees or boarding fees, unaltered fees and licensed fees, as well as the name of any the person associated with the Animal, their address, the reason the Animal was relinquished, and the location where the Animal was acquired or originated from prior to being relinquish to the SHELTER, if known is accurate, updated, and reviewed on a daily basis. The SHELTER agrees to provide CITY full access to these reports. The SHELTER's financial yearly report must be accessible by the CITY

Manager of the CITY on a yearly basis. CITY reserves the right to conduct its own audit of the records of the SHELTER at any time it deems necessary for the limited purpose of verifying the Annual Payment and the Contract Fees relating thereto, the number of Animals licensed, and the number and ratio of Animals processed on behalf of the CITY compared to the total number of Animals processed by the SHELTER, the length of stay of each such Animal and the collection of fees for various services and items.

ARTICLE SIX- RABIES OBSERVATION

Section 6.01 The SHELTER agrees to accept from the CITY Animals for rabies observation and quarantine. Such Animals delivered for rabies observation shall be isolated for a period of not less than ten (10) days or, in the case of a wild, stray or owner surrendered Animal, three (3) days if the CITY, in its sole discretion, decides to euthanize the Animal and send it to the Sacramento County Public Health Services for rabies testing. The SHELTER shall be responsible for the humane euthanasia, and storage. The CITY will be responsible for processing, transport, and delivery for testing of Animal carcasses for suspected rabies Animals. The SHELTER shall make available to the CITY, upon request, information about the disposition of any rabies suspected Animal. The CITY shall pay the SHELTER the appropriate fees for quarantine as identified in Section 5.05. If the SHELTER is asked by the City to process specimen for testing through Sacramento County Public Health Services, an additional \$100 dollar fee will be charged to the City of Rancho Cordova.

ARTICLE SEVEN- LEGAL HOLDS

Section 7.01 In the event an Animal or livestock is being held by the SHELTER as a result of a cruelty seizure, criminal prosecution or other legal hold by the CITY, the CITY shall reimburse the SHELTER for any veterinarian invoices and medical bills incurred by the SHELTER until the Court awards the Animal or livestock to the CITY, orders it euthanized or orders it returned to its owner. The CITY shall not be liable for these costs in the event the Court orders the Animal or livestock owner to pay such costs and the same are paid within sixty (60) days of such order. If the fees are not paid by the Animal or livestock owner, after sixty (60) days, the CITY shall be liable for those fees and shall remit the same upon invoice by the SHELTER. In such instance, the SHELTER confers upon the CITY all rights and remedies it may have by law or equity to recover such fees and costs from the owner.

ARTICLE EIGHT-CITY REPRESENTATIONS AND OBLIGATIONS

Section 8.01 The CITY represents to the SHELTER that, as of the date of this Contract, the CITY requires rabies vaccination pursuant to chapter 8.05 of the Rancho Cordova Municipal Code, requires microchips for vicious and potentially dangerous Animals pursuant to chapter 8.07 of the Rancho Cordova Municipal Code and requires licensing of Animals pursuant to chapter 8.06 of the Rancho Cordova Municipal Code and regulates of the sale of Animals pursuant to chapter 8.06 of the Rancho Cordova Municipal Code.

ARTICLE NINE– SHELTER REPRESENTATIONS AND OBLIGATIONS

Section 9.01 **Hours of Operation.** The SHELTER shall keep its Facility open to the public within the guidelines set forth by law, under mandate or based on the operational needs of the SHELTER in accordance with the law.

Section 9.02 **Use of CITY funds.** SHELTER agrees that any monies it collects on behalf of CITY pursuant to the terms of this Agreement shall be handled in accordance with generally accepted accounting principles.

Section 9.03 **Residency Verification.** The SHELTER shall verify the residency of citizens depositing Animals to their facility through a valid CA driver's license, State issue ID, or other proof of Rancho Cordova residency, evidencing a City of Rancho Cordova address.

ARTICLE TEN - INSURANCE

Section 10.01 **Evidence of Insurance Coverage** Prior to commencement of any work under this Contract, SHELTER and CITY shall provide and maintain in effect during the term of this Contract evidence of insurance coverages for general liability, auto and statutory worker's compensation.

ARTICLE ELEVEN – INDEMNIFICATION

Section 11.01 **Indemnification.** SHELTER shall defend, indemnify, and save and hold harmless City, it's officers, agents, contractors, volunteers, elected and appointed officials, and employees from any claims, suits, or actions of every name, kind, and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public) or damage to property, resulting from or arising out of SHELTER's negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Contract, except those matters arising from City's sole active negligence.

City shall defend, indemnify, and save and hold harmless SHELTER, their officers, agents, contractors, volunteers, and employees from any claims, suits, or actions of every name, kind, and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public) or damage to property, resulting from or arising out of City's negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Contract, except those matters arising from SHELTER's sole active negligence.

The parties intend that this provision shall be broadly construed within the limits of state law.

ARTICLE TWELVE - TERM

Section 12.01 This Contract shall be for a term of three (3) years commencing as of the date of approval by the governing bodies of both parties. Both parties may adopt, by written agreement,

an additional one-year extension prior to the expiration date of this Contract. Either party may cancel this Contract at any time without penalty upon one hundred eighty (180) days written notice to the non-cancelling party. In the event of termination, the CITY shall pay those fees that accrue to the termination date and be refunded any credits that may accrue to the termination date.

ARTICLE THIRTEEN - DEFAULT

Section 13.01 **SHELTER Default.** If SHELTER fails in any material term or condition of this Contract, including failing to obtain or comply with applicable state law requirements for performing services hereunder, SHELTER shall be in default of this Contract. Whenever CITY determines it is feasible, CITY will give SHELTER a reasonable amount of time in City's discretion to correct the default upon written notice as to the nature of the default and the reasonable time period within which to cure same.

If SHELTER is unable to timely cure a default, then CITY may, in its sole discretion, terminate this Contract and shall thereafter be excused from performing any further obligations under this Contract. In addition, if SHELTER fails in any material term or condition of this Contract, CITY, as its option, may terminate this Contract, and CITY may thereafter pursue its remedies available at law.

Section 13.02 **CITY Default.** If CITY fails in any material term or condition of this Contract and SHELTER is not in default, SHELTER, as its option, may terminate this Contract, and SHELTER may thereafter pursue its remedies available at law.

In the event the CITY fails to remit to the SHELTER the Contract Rate or any additional fees and expenses due hereunder while SHELTER is not in default, the CITY shall be in default. The SHELTER may, in its sole discretion, terminate this Contract for non-payment of fees if the CITY has not cured its default after sixty (60) days written notice.

ARTICLE FOURTEEN-NOTICE

Section 14.01 Any notice sent under this Contract except as may be otherwise expressly required in this Contract shall be written and mailed by certified receipt requested, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following:

To the SHELTER:

Sacramento Society for the Prevention to the Cruelty to Animals
(SSPCA) Attn: Chief Executive Officer
6201 Florin Perkins Road
Sacramento, CA. 95828
Telephone: (916) 383-7387
Fax: (916) 383-7062

To CITY:

City of Rancho Cordova
Neighborhood Services Manager
2880 Gold Tailings Court Rancho
Cordova, CA 95670
Telephone: (916) 851-8777
Fax: (916) 851-8778

Section 14.02 Each party may change its address by written notice to the other party in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged or confirmed, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the other party, as the case may be.

ARTICLE FIFTEEN-MEDIATION

Section 15.01 Any dispute or claim in law or equity arising out of this Contract or any resulting transaction, including disputes or claims involving the parties to this Contract, their officers, agents or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of litigation or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. Both parties to the mediation agree to share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by both parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, including through a court of competent jurisdiction, in accordance with the remaining terms of this Contract and other rights and remedies afforded to them by law.

ARTICLE SIXTEEN-MISCELLANEOUS

Section 16.01 **LICENSES, PERMITS, and other approvals.** SHELTER represents and warrants to CITY that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for SHELTER to perform the work described herein. SHELTER represents and warrants to CITY that SHELTER shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this contract any licenses, permits, and approvals which are legally required for SHELTER to perform the services under this Contract.

Section 16.02 **RECORDS and inspection.** SHELTER shall maintain records, books, documents, and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts there from and to inspect all program data, documents, proceedings, and activities.

Section 16.03 **Attorneys' Fees.** In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

Section 16.04 **Enforceability.** If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

Section 16.05 **Time.** All times stated herein, or in any other document called for under this Contract, are of the essence.

Section 16.06 **Binding.** This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of SHELTER and to the successors in interest of CITY in the same manner as if such parties had been expressly named herein.

Section 16.07 **Survivorship.** Any responsibility of SHELTER for warranties, insurance, indemnity, record-keeping, or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination, or cancellation of this Contract.

Section 16.08 **Construction and Interpretation.** SHELTER and CITY agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

Section 16.09 **Waiver.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

Section 16.10 **Severability.** The invalidity, illegality, or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal, or unenforceable.

Section 16.11 **No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the CITY and SHELTER. Nothing contained in the Contract shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the CITY and the SHELTER that any such person or entity, other than the CITY or SHELTER, receiving benefits or services under this Contract shall be deemed as incidental beneficiary.

Section 16.12 **Non-Discrimination/Non-Preferential Treatment Statement.** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

Section 16.13 **Authority to Execute.** The person or persons executing this Contract on behalf of their respective agency warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind their agency to the performance of its obligations hereunder.

Section 16.14 **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

Section 16.15 **Entire Agreement.** This instrument and any attachments hereto constitute the entire agreement between City and SHELTER concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this ____ day of _____, 2025, by the Parties as follows:

CITY OF RANCHO CORDOVA

SHELTER

By: _____

City Manager: Micah Runner

By: _____

Chief Operating Officer: Jamie Larson

Date: _____

Date: _____

Attest:

By: _____

City Clerk: Stacy Leitner, CMC

Date: _____

Approved as to Form:

By: _____

City Attorney: Adam Lindgren

Date: _____

MEMORANDUM



ITEM 15.4.

DATE: December 15, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Assistant Public Works Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-247 WITH MARK THOMAS & CO IN AN AMOUNT NOT TO EXCEED \$383,830.00 TO PROVIDE AN INDEPENDENT STRUCTURAL ENGINEERING ANALYSIS FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT**

RECOMMENDATION

Adopt the Resolution

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution and awarding the independent structural analysis contract for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project would allow the City of Rancho Cordova to perform and complete an independent structural review of the pedestrian overcrossing bridge structure.

BACKGROUND

US Highway 50 is an impediment to alternative modes of travel within the City of Rancho Cordova, creating a barrier between the north and south sides of the city. While vehicle crossings exist, safe and comfortable bicycle and pedestrian facilities are limited. This results in bicycles sharing the road with high speed vehicles entering and exiting the freeway and major commercial/employment centers. This Project will construct a bicycle and pedestrian facility along Zinfandel Drive from White Rock Road to Folsom Boulevard. This Project will improve multi-modal access and user comfort by removing the barrier to active transportation created by US 50, connecting communities on both sides of the freeway, including improved access to the Zinfandel light rail station, housing, jobs and education. The completed work will reduce vehicle miles traveled and improve air quality.

In 2021, staff presented the proposed alternatives for the project to Council, with the Tied Arch Bicycle and Pedestrian Overcrossing being the preferred alternative. With the alternative being selected, the project team advanced the environmental and preliminary engineering phases with Caltrans and have actively pursued grant funding for the construction phase. As a result, the City of Rancho Cordova was awarded a \$19,956,000 grant through the State Active Transportation Program for the construction phase.

In 2024, the project was environmentally cleared and received approval for the Project Report. Currently, the project is in the final stages of approval by Caltrans, with the independent check of structural analysis being the next requirement. In order to meet Caltrans' requirement, Mark Thomas & Co will was selected from the on-call consultant list to perform an independent structural design check for the Steel-Tied Arch Bridge structure and two substructure components supporting the bridge. Their analysis and calculations will be closely coordinated with the design consultant and Caltrans' to ensure compliance with the State requirements.

The project is tentatively scheduled to start construction in Summer 2026 and end in 2028.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this project consists of Traffic Mitigation Impact Fees, \$3,377,000 in Federal Highway Improvement Program Grants and \$19,956,000 in State Transportation Improvement Program Funds.

This project is included in the city's approved Capital Improvement Plan and in the 2025/26 City budget. There is no impact to the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-247

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. 2025-247 IN AN AMOUNT NOT TO EXCEED \$383,830.00 WITH MARK THOMAS & COMPANY FOR INDEPENDENT STRUCTURAL ENGINEERING ANALYSIS FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2025-247 with Mark Thomas & Company in an amount not to exceed \$383,830.00 for an independent structural engineering analysis for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project ("Project"); and

WHEREAS, plans for the design and construction of Zinfandel Drive Bicycle and Pedestrian Overcrossing Project have been included in the city's Capital Improvement Plan and Bicycle Master Plan; and

WHEREAS, the Project includes a new pedestrian overcrossing structure over U.S. 50, offset to the east of the existing Zinfandel Drive Overcrossing and establishes a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed Class I bicycle and pedestrian trail would be constructed along the eastern edge of Zinfandel Drive from White Rock Road to US 50 to Olson Drive and then transition to the western edge of Zinfandel Drive to Folsom Boulevard. Single span bridges would be constructed to separate bicycle and pedestrian traffic from vehicular traffic at Gold Center Drive and U.S. 50 ramps; and

WHEREAS, the Project has been awarded funding which currently consists of \$4,230,000 in Traffic Mitigation Impact Fees, \$3,377,000 in Federal Highway Improvement Program Grants and \$19,956,000 in State Active Transportation Program Grant Funds; and

WHEREAS, the contract does not impact the general fund and is included in the city's current approved Capital Improvement Plan and in the 2025/2026 budget; and

WHEREAS, the Project is subject to environmental review under the California Environmental Quality Act (CEQA) and federal environmental review under the National Environmental Policy Act (NEPA) associated with the use of federal funds. The California Department of Transportation, as assigned by the Federal Highway Administration, is the lead agency under the NEPA. The City of Rancho Cordova is the lead agency under CEQA and acting as the Lead Agency, prepared an initial study to analyze the impacts created by the project; and

WHEREAS, an Initial Study/Mitigated Negative Declaration was prepared and circulated pursuant to Article 6 of the California Environmental Quality Act Guidelines; and

WHEREAS, on August 5, 2024, Council approved a resolution adopting a Mitigation Negative Declaration, Environmental Findings and Mitigation Monitoring Reporting Program for the project.

ITEM 15.4.

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 No. 2025-247 in an amount not to exceed \$383,830.00 with Mark Thomas & Company and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND MARK THOMAS & COMPANY
FOR THE
ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT –
STRUCTURAL DESIGN INDEPENDENT CHECK**

THIS AGREEMENT (hereinafter referred to as “Agreement”) for professional services is made by and between the City of Rancho Cordova, a California municipal corporation, (herein “City”) and Mark Thomas & Company, a California General Stock Corporation, (“Professional”) as of December 15, 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 Services attached as Exhibit A (“Services”) at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 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 services 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 **THREE HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND ZERO CENTS: (\$383,830.00)**, notwithstanding any contrary indications that may be contained in Professional’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional’s proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this

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

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

2.1 Invoice. 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 10, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 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.

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.

Initial

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.

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.

Initial

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.

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.

Initial

4.4 All Polices 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 Requirements.** 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 services described in Exhibit A not finished by Professional; and

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

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

SECTION 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

10.9 Contract Administration. This Agreement shall be administered by Edgar Medina ("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 City shall be sent to:

Edgar Medina
Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8907, emedina@cityofranhocordova.org

Any written notice to Professional shall be sent to:

Matt Kleymann, P.E.
Mark Thomas & Company, Inc
701 University Ave, Ste 200
Sacramento, Ca. 95825
(415) 818-2884
Email Address (for Insurance Update Requests):
mkleymann@markthomas.com

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 services 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 set forth above, which date shall be considered the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Micah Runner, City Manager

Matt Brogan, Principal + Vice 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

SCOPE OF WORK – ZINFANDEL DRIVE POC INDEPENDENT CHECK

OVERALL PROJECT BACKGROUND AND UNDERSTANDING

The City of Rancho Cordova ("the City") proposes to construct a new Bicycle and Pedestrian overcrossing (POC) over U.S. Route 50 (US 50). The POC consists of approximately 627' of bridge divided into three units/frames and additional retaining walls at each approach. To achieve the aesthetic goals of the project and span the entire US 50 roadway, the middle frame/unit is a steel tied-arch with a simple span of 230 ft. Mark Thomas had previously contracted with the City (Contract No 2024-106) to provide a Peer Review of the steel tied-arch span to satisfy Caltrans OSFP Information and Procedures Guide 2.7 and Caltrans Structure Technical Policy 1.3, which requires a Peer Review for complex bridges. Under that contract and scope of work, Mark Thomas previously provided a peer review of the Type Selection submittal including Type Selection Report, General Plan and Project Specific Design Criteria (PSDC).

The City seeks to expand Mark Thomas's scope on the project from a Peer Review into an independent structural design check for the steel-tied arch span. It is our understanding that the independent check, will satisfy the Caltrans requirements for a Peer Review and Mark Thomas's original Peer Review scope would no longer be required. Budget from that contract will be repurposed for the independent check.

The scope of the independent check would be limited to the steel tied-arch, its bearings and the frame 2 substructure components (bent 6 and bent 7). Approach structures and other project elements are excluded from this scope of work.

TASK 1. INDEPENDENT STRUCTURAL DESIGN CHECK AND PLAN REVIEW OF 65% SUBMITTAL

Mark Thomas will review the following 65% documents:

- 65% plans
- 65% special provisions
- Project-Specific Design Criteria

Based on the details provided in the 65% plans, Mark Thomas will develop an independent analysis model and independent set of structural calculations for the steel tied-arch and frame 2 substructure elements. The structural calculations will cover all major structural components and will document compliance with applicable standards for strength, service and extreme limit states. Additionally, Mark Thomas will provide a quality control review of the plans and specifications, including a review of critical geometry and structural detailing. Mark Thomas, led by Mike Bianucci will provide a constructability review of the project.

Mark Thomas will compile all comments on the plans, specifications, and design into a comment log. A description of any structural calculations found to not to meet applicable standards will be included. The comment log will be provided in an Excel file, which Mark Thomas will maintain throughout the design of the project.

Once the independent check is complete and comments are compiled, Mark Thomas will set up a meeting with Dewberry and the City to present the findings and discuss as needed.

After Dewberry has reviewed and provided responses to the comments, Mark Thomas will review the responses to confirm it agrees with the planned approach for the 95% submittal.

DELIVERABLES

- QC comments on the 65% plans and special provisions
- Comment log summarizing deficiencies found in the 65% design

TASK 2. 95% SUBMITTAL REVIEW

Mark Thomas will review the 95% plans and special provisions to confirm that all comments made on the 65% plans were appropriately addressed. Mark Thomas will also review changes made to the 65% documents, and where required, provide updated or new independent structural calculations to reflect the updates.

Once review is complete Mark Thomas will provide an updated comment log that identifies the comments from the 65% submittal that have been resolved and which, if any, are still open. Any new comments on aspects of the design that may have changed from the 65% submittal will also be provided. Once complete, Mark Thomas will set up a workshop with Dewberry and the City to present the findings and discuss as needed.

After Dewberry has reviewed and provided responses to the comments, Mark Thomas will review the responses to confirm it agrees with the planned approach for the 100% submittal.

DELIVERABLES

- QC comments on the 95% plans and special provisions
- Updated comment log summarizing status of previous comments and new deficiencies found in the 95% submittal package

TASK 3. 100% SUBMITTAL REVIEW

Mark Thomas will provide a final review of the 100% plans, special provisions, and calculations to confirm that all comments made on the 95% plans were addressed. Mark Thomas will then provide the updated comment log with confirmation that all comments have been closed out. Mark Thomas will also transmit a signed and sealed set of structural calculations along with a cover letter indicating the scope of the check and confirmation of the findings that the design is substantially in compliance with applicable standards.

DELIVERABLES

- Final comment log with all comments closed out
- Transmittal memo summarizing the scope and findings of the independent check
- Signed and sealed calculation set

SCHEDULE

Table 1 below provides a summary of our understanding of the project schedule and time required for Mark Thomas's Peer Review at each milestone. Our intent is that the Peer Review will not impact or lengthen the overall project design schedule and therefore we can work with the City and Design team to update the schedule if needed.

Table 1 Schedule

Task	Mark Thomas Estimated Duration from receipt of submittal
Task 1 – Independent Check of 65% Submittal	12 weeks
Task 2 – 95% Updates	3 weeks
Task 3 – Final 100% review	3 weeks

EXCLUSIONS AND ASSUMPTIONS

The following items are excluded from Mark Thomas' Scope of Work:

- 1) review or check of quantities or cost estimates;
- 2) independent check or review of any structures other than the steel tied-arch, its bearings and frame 2 substructure that supports the tied-arch;
- 3) in-person meetings - it is assumed that all meetings will be virtual;
- 4) peer review of non-structural details for the tied-arch such as overall trail geometrics, drainage, electrical, lighting, landscaping, except for where they may have impacts on structural details (e.g. openings or attachments for conduit)

The following are key assumptions used in the development of the proposed fee and schedule:

- 1) The design provided in the 65% submittal is mostly complete and substantially complies with required standards such that minimal changes (e.g. minor changes to bar sizes, plate sizes, welds, etc).. Major changes to the structural details between the 65% and 95% submittals that require new calculations or analysis may require commensurate increases in the fee.
- 2) The aeroelastic stability and pedestrian vibrations will be assessed using simplified and approximate methods. This is a reasonable assumption given the modest span and network arch configuration. However, if natural modes of vibration indicate more detailed analysis is required, a wind specialist may be needed at additional cost.
- 3) Assumes 100% PS&E will be completed within 1 year of Notice-to-Proceed. If project duration exceeds 1 year, a 5% escalation to rates may be required.

**EXHIBIT B
COMPENSATION SCHEDULE**

COST PROPOSAL FOR PROJECT SCOPE - Rancho Cordova: Zinfandel POC Indep. Check

 MARK THOMAS *Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges. ** subtasks shown for info only. Project will be invoiced at task	Mark Thomas									Total Hours	Total MT Cost
	Principal	Engineering Manager	Sr. Project Manager	Sr. Technical Lead	Sr. Technical Engineer	Project Engineer	Sr. Project Accountant	Sr. Project Coordinator			
	\$530	\$410	\$350	\$340	\$245	\$220	\$195	\$200			
1.0 PROJECT MANAGEMENT											
1.1 Coordination and Oversight	4	4	40							48	\$17,760
1.2 Project Administration							8	12		20	\$3,960
OTHER DIRECT COSTS											\$0
Subtotal Phase 1	4	4	40	0	0	0	8	12	68	\$21,720	
2.0 Independent Check and Plan Review of 65% Submittal											
2.1 Independent Calculations			40		300	400				740	\$175,500
2.2 Plan QC review			80		80					160	\$47,600
2.3 Special Provisions QC review			40							40	\$14,000
2.4 Constructability Review				40						40	\$13,600
2.5 Comment Discussion/Resolution			40	8	40					88	\$26,520
OTHER DIRECT COSTS											\$0
Subtotal Phase 2	0	0	200	48	420	400	0	0	1068	\$277,220	
3.0 95% Plans and Specs											
3.1 Compare 65% to 95% documents			8		24					32	\$8,680
3.2 Update Independent Calculations			8		60	40				108	\$26,300
3.3 QC updates to plans and special provisions			40		40					80	\$23,800
3.4 Comment Discussion/Resolution			10		10					20	\$5,950
OTHER DIRECT COSTS											\$0
Subtotal Phase 3	0	0	66	0	134	40	0	0	240	\$64,730	
4.0 100% Plans and Specs											
4.1 Compare 95% to 100% documents			8		16					24	\$6,720
4.2 Finalize Calculation Package and Comment Log			16		32					48	\$13,440
OTHER DIRECT COSTS											\$0
Subtotal Phase 4	0	0	24	0	48	0	0	0	72	\$20,160	
TOTAL HOURS	4	4	330	48	602	440	8	12	1448		
Anticipated Salary Increases											\$0
OTHER DIRECT COSTS											\$0
TOTAL COST	\$2,120	\$1,640	\$115,500	\$16,320	\$147,490	\$96,800	\$1,560	\$2,400			\$383,830

MT Fee (B-1 Rates)

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.

11/7/2025

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2026

Engineering

Intern	\$65 - \$120
Technician	\$100 - \$145
Design Engineer I	\$130 - \$185
Design Engineer II	\$150 - \$235
Sr. Technician	\$165 - \$230
Civil Engineering Designer	\$175 - \$275
Project Engineer	\$180 - \$255
Sr. Project Engineer	\$220 - \$315
Sr. Technical Engineer	\$225 - \$260
CADD Manager	\$240 - \$285
Technical Lead	\$255 - \$315
Sr. Technical Lead	\$300 - \$375
Design Manager	\$385 - \$430
Engineering Manager	\$385 - \$430
Sr. Engineering Manager	\$385 - \$520

Construction Management

Office Engineer	\$180 - \$285
* Inspector - CM	\$205 - \$290
* Asst. Resident Engineer	\$250 - \$285
* Sr. Inspector - CM	\$260 - \$360
Construction Manager	\$280 - \$325
Area Manager - CM	\$280 - \$325
Resident Engineer	\$305 - \$365
Sr. Resident Engineer	\$365 - \$405

Planning

Planner I	\$115 - \$150
Economist	\$145 - \$170
Planner II	\$150 - \$185
Sr. Planner	\$180 - \$250

Landscape Architecture/Urban Design

Landscape Intern	\$95 - \$115
Landscape Designer I	\$115 - \$140
Landscape Designer II	\$135 - \$180
Landscape Architect	\$175 - \$205
Sr. Landscape Architect	\$195 - \$225

Grant Writing

Funding Specialist	\$145 - \$270
Sr. Funding Specialist	\$280 - \$325
Funding Manager	\$350 - \$410

Surveying

Survey Technician I-III	\$70 - \$195
Lead Survey Technician	\$150 - \$175
Survey Specialist I-III	\$140 - \$295
Asst Surveyor I-III	\$150 - \$210
Project Surveyor I-III	\$205 - \$325
* Chief of Party	\$215 - \$270
* Instrumentperson	\$205 - \$245
* Chainperson	\$195 - \$230
* Apprentice	\$130 - \$195
* 2-Person Crew	\$415 - \$480
* 3-Person Crew	\$590 - \$710
* Utility Locator	\$210 - \$270
Drone	\$290

Project Management & Oversight

Project Manager	\$195 - \$355
Sr. Project Manager	\$260 - \$400
Survey Manager I-II	\$250 - \$435
SUE Program Manager	\$300 - \$335
Division Manager	\$295 - \$445
Principal	\$500 - \$550

Project Support

Technical/Sr. Technical Writer	\$125 - \$170
Project/Sr. Project Assistant	\$95 - \$185
Survey Coordinator	\$125 - \$130
Project/Sr. Project Coordinator	\$135 - \$230
Graphic/Sr. Graphic Designer	\$140 - \$250
Project/Sr. Project Accountant	\$130 - \$200
Sr. Graphic Manager	\$225 - \$290
Project Delivery Manager	\$230 - \$255
Project Accountant Manager	\$250 - \$280
Safety Manager	\$270 - \$275

District Management

* Inspector - Apprentice	\$100 - \$120
* Inspector/Sr. Inspector	\$115 - \$205
* Lead Inspector	\$165 - \$185
Assistant/Associate Sanitary Engineer	\$180 - \$250
Sanitary/Sr. Sanitary Project Engineer	\$225 - \$315
Operations/Deputy District Manager	\$285 - \$405
District Manager-Engineer	\$415 - \$465

Special Services

Expert Witness	\$550
Strategic Consulting	\$550

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%*. **Mileage** will be billed per *current IRS Rate*.

Additional promotional steps exist within various rate categories.

This rate schedule expires June 30, 2026; rates are subject to escalation with new hourly rate schedule as of July 1, 2026.

** These charge rates are subject to Prevailing Wage laws and Union contract.*



MATT KLEYMANN, PE

COMPLEX BRIDGE LEAD

EDUCATION

MS in Civil Engineering, University of Nebraska, 2006
BS in Civil Engineering, University of Nebraska, 2005

REGISTRATION

CA PE C91100, Alaska PE, Washington PE, British Columbia P.Eng.

Matt has over 17 years of experience focused exclusively on large, complex bridge projects. Matt has had major design roles on over a dozen steel cable-supported bridges and has performed design or evaluation of four steel arch bridges. Matt has worked on complex bridges all over the world providing him expertise in a multitude of design codes and design philosophies, which is critical for complex bridge structures where typical AASTHO BDS criteria may not always be applicable or appropriate. Matt is an expert in numerical modeling of complex bridges and typical issues unique to such bridges, including time-history analysis, eigenvalue buckling analysis, wind stability/buffeting, pedestrian-induced vibrations and cable loss/replacement. Additionally, Matt has led numerous bridges in CA and the west coast and is well-versed in seismic design and Caltrans design standards. Having worked directly for a contractor on 11 alternative delivery complex bridge projects, Matt has a deep understanding of issues related to constructability and how to design constructable cost-effective solutions for complex problems.

REPRESENTATIVE PROJECTS

IRON HORSE TRAIL/BOLLINGER CANYON RD BICYCLE AND PEDESTRIAN OVERCROSSING. SAN RAMON, CA

Project Manager and EoR for the new pedestrian/bicycle overcrossing that will provide a grade separation for the regional Iron Horse Trail over the eight-lane arterial roadway. The bridge includes a 340 ft. six span signature cable-stayed bridge with a steel pylon, steel edge girders, and steel floorbeams. As EoR, Matt provide technical oversight to the design team, led plan production of the steel detailing and oversaw the assessment for wind stability, cable vibrations and pedestrian-induced vibrations. As a CM/GC project Matt worked closely with the contractor to develop cost-effective constructable details. The project is currently under construction and the bridge is scheduled to be completed in early 2025.



APTOS CREEK PEDESTRIAN OVERCROSSING, SANTA CRUZ CALIFORNIA

As part of improvements to the Coast Rail Trail in Santa Cruz, Mark Thomas is providing the final PS&E for the Aptos Creek Pedestrian Bridge spanning Aptos Creek and Soquel Drive. The new bridge will be a 300-foot long steel tied arch with a composite concrete deck. The steel tied arch is inclined in a "basket handle" configuration. The project is currently under design with 95% submittal schedule in summer of 2024. Matt is leading the design of steel tied arch, providing oversight to the design team and leading the plan production of the steel details. Matt developed the design criteria for the arch rib to assess global buckling and is providing guidance to the analysis team. Matt is also leading the coordination with RWDI who is responsible for the wind stability and pedestrian-induced vibration analysis.



WALTERDALE BRIDGE, EDMONTON ALBERTA

Matt was the arch design lead responsible for the final PS&E of **steel arch bridge with a span of 650 ft**. The arch rib was comprised of varying depth/width steel boxes with a maximum depth of 6'-6". The steel arch ribs were inclined inwards in a "basket-handle" configuration. A separate, curved shared-used pathway was suspended on one side of the arch resulting in highly unbalance loading, torsion and out-of-plane load effects on the arch rib. **Matt produced design calculations and plans for all aspects of the steel arch and provided oversight to the analysis team**, including developing arch global buckling criteria. During construction Matt reviewed the contractor erection analysis and construction sequencing, which included floating in large segments of preassembled arch segments. The bridge was opened to the public in Sept 2017.

**TAPPAN ZEE BRIDGE, TERRYTOWN, NY**

The design-build project opened to traffic in 2018, estimated at nearly US\$4 billion, consists of a 3-mile crossing of the Hudson River that includes two separate cable-stayed main span bridges with spans of 512 ft – 1200 ft – 512 ft. Matt was the Main Span Superstructure Design Lead responsible for managing the design team of 20 technical staff performing the final design of the suspended steel composite deck and stay-cables. In addition to providing technical oversight and guidance to the superstructure design team, **Matt produced the design calculations for the steel edge girders consisting of 6ft deep stiffened plate girders**. The design of the edge girders was complex due to high magnitude of combined axial, bending and shear (similar to steel arch ribs), which is **not fully covered by the AASTHO design specifications**. Therefore, Matt developed project-specific design criteria for the edge girder incorporating both AASTHO and Eurocode design standards to adequately address the design. Matt also worked closely with project's wind consultant to assess the bridge for wind-induced instabilities and observed the wind tunnel testing of the aeroelastic model.

**QATAR-BAHRAIN CAUSWAY**

Matt was part of the design team that produced the 65% PS&E for the steel tied arch main span of the proposed Qatar Bahrain Causeway. The **300 ft. tied arch** was to be the signature span of the proposed 25-mile marine crossing between Qatar and Bahrain. Due to disputes between the two governments the project was never constructed. As Project Engineer, **Matt produced the design calculations and plans for the steel tie girder of the arch bridge**, which comprised a 160 ft wide steel orthotropic deck designed for combined road and rail. Matt also oversaw and provided technical guidance for the FE shell model analysis of the arch knuckle that transferred the forces between the arch rib and tie girder.

**BELL IRVING I BRIDGE, NORTHERN BRITISH COLUMBIA**

As part of the BC Ministry of Transportation's on-call for complex bridges, Matt conducted a detailed hands-on field inspection of the **388 ft simple span steel tied arch**. Using the results of the field inspection, Matt performed detailed load rating calculations for the structure, which included capacity calculations for the steel arch rib, steel tie girder, steel floor beam and stringers. **Matt also developed the analysis model used for the load rating and performed the buckling analysis of the steel arch**.



The inspection and load rating results were summarized in a report along with recommendations for maintenance and rehabilitation.

MT VERNON VIADUCT, SAN BERNARDINO ,CA

Matt was the Design Manager and EoR for \$110 million design-build project consisting of the demolition and replacement of an existing historic steel bridge crossing one of the largest rail facilities in North America with 25 rail tracks. The new bridge will be 875 ft long consisting of six spans of precast prestressed concrete girders and is located a few miles from the San Andreas fault with design accelerations up to 2.0G. The design of the bridge was developed in close coordination with the contractor to facilitate construction within the busy railyard with restricted access. One of the key features of the design was a 183'-6" ft span over the BNSF main line tracks, resulting in the largest precast/prestressed WF girder ever produced in CA. The project was designed to Caltrans standards and the plans were reviewed by both Caltrans and the SBCTA's engineer. The project is currently under construction and scheduled for completion in summer 2025.



HOUSTON SHIP CHANNEL BRIDGE, HOUSTON, TX

As a Design Lead, Matt managed a team of 6 engineers and 2 CAD technicians to provide the final PS&E for the concrete deck, barriers, joints and railings for the new 2,720 ft cable-stayed bridge in Houston, TX. Designed to the AASTHO standards the bridge included separate EB and WB roadways that were supported by complex curved pylons connected together, but built in stages. Matt also provided technical guidance for the design of the steel edge girder and bridge analysis. The design was completed in 2023 and the project is currently under construction.



TRAFFIC BRIDGE, SASKATOON, SK

Matt was the project manager and EoR for the 750 ft long 4-span steel truss bridge spanning the South Saskatchewan River. The new bridge was designed to mimic the appearance original historic bridge. As a design-build P3 project with a 30-year concession period, Matt worked closely with the steel fabricator, the contractor and concessionaire to develop steel design details that would both minimize initial construction costs, but also long-term maintenance costs for the concessionaire. As the City intended to use the bridge regularly for events, the bridge was designed for crowd loading on the entire bridge deck and was assessed for pedestrian-induced vibrations. The project was opened to the public in 2018.





ALYSSA BONORA, PE

STRUCTURES ENGINEER

EDUCATION

BS in Civil Engineering, Tufts University, Medford, MA, 2016
MS in Structural Engineering, University of California, Berkeley, 2017

REGISTRATION

CA PE C90485

Alyssa has eight years of experience in structural engineering focused on complex bridges. Her expertise includes both concrete and steel design and she is well versed in Caltrans Seismic Design Criteria (SDC) and Caltrans Standards having provided the final design of multiple structures with Caltrans Design Oversight. Alyssa has extensive experience modeling and analyzing complex structures, requiring the consideration of soil-structure interaction as well as staged construction implication, including several steel tied-arch bridges.

REPRESENTATIVE PROJECTS



IRON HORSE TRAIL/BOLLINGER CANYON RD BICYCLE AND PEDESTRIAN OVERCROSSING, SAN RAMON

Independent checker of the substructure elements for the new pedestrian/bicycle overcrossing that will provide a grade separation for the regional Iron Horse Trail over Bollinger Canyon Road. The substructure for the 340-foot six span signature cabled-stayed bridge consists of concrete "V"-shaped bents and a steel pylon

founded on a concrete pedestal. As independent checker, Alyssa led the design checks for all the substructure components including the piles, "V" bents, main pylon pedestal, abutments, and stairs. As part of the pylon pedestal check, Alyssa developed a complex 3D strut and tie model of the pylon anchor bars and reinforcement to reflect complicated distribution of forces.



APTOS CREEK PEDESTRIAN OVERCROSSING, SANTA CRUZ

Independent checker of the Aptos Creek Pedestrian Overcrossing, a 300-foot-long basket handle steel tied-arch with a lightweight concrete deck. Alyssa is performing independent analysis of the structure to verify global stability, dynamic behavior and member demands, well as checking the capacity of the main members, including the steel arch ribs, steel tie girders, knuckles, and deck. The

project 95% submittal is June 2025 and the project is expected to go to construction in 2026.



MT. VERNON VIADUCT, SAN BERNARDINO

Mt. Vernon Viaduct is a 875-foot-long bridge consisting of seven spans over a large rail facility in Southern California that is located less than one mile from the San Andrea Fault. Alyssa was the design lead for the project, which included the development of the bridge analysis model, design calculations and details for all substructure elements and independent check of the longest precast prestressed

girders ever used in CA. The bridge was designed and detailed to satisfy the Caltrans Seismic

Design Criteria. The seismic demands resulted in a highly congested bent cap to girder interface. However, due to Alyssa's attention to detail and use of 3D modeling, no design related conflicts or constructability issues were experienced during construction and the bridge is scheduled to open on schedule this summer. Alyssa also developed a staged construction solution using two-stage bent caps that eliminated the need for false work and accelerated construction in the railyard.



WELLSBURG BRIDGE, WELLSBURG, WV/BRILLIANT, OH

Design engineer for the Wellsburg Bridge, an 830-foot-long basket handle network tied-arch bridge crossing the Ohio River, connecting Wellsburg, WV and Brilliant, OH. Among other items, Alyssa led the check of the bridge geometry, including hanger, arch, and tie girder work points, as well as the floating deck bearing restraints. She led the shop drawing reviews of many of the steel fabrication drawings

to confirm they matched the intended geometry and design details. Alyssa also performed the final quantity takeoffs, essentially reviewing every design plan for the bridge, which were critical for erecting the bridge from a floating barge via large jacks.



FARGO-MOORHEAD AREA FLOOD DIVERSION PROJECT, FARGO, ND/MOORHEAD, MN

Oversaw the superstructure design and plan preparation for 16 multi-span bridges crossing a new engineered channel as part of the Fargo-Moorhead Flood Diversion Improvement Project in the Fargo, ND and Moorhead, MN metropolitan area. Alyssa provided oversight for the geometry and discipline coordination for all

bridges, as well as design of the precast prestressed concrete girders and deck elements.

SOUTH APTOS UNDERPASS, SANTA CRUZ

Design engineer of the South Aptos Underpass bridge replacement, a 180-foot-long CIP post-tensioned concrete tub railroad bridge spanning Highway 1 as part of the State Park Drive to Freedom Boulevard Auxiliary Lanes improvement project in Santa Cruz County, CA. This railroad bridge falls within Caltrans right-of-way, so it is designed to meet the requirements of both the American Railway Engineering and Maintenance-of-Way Association's (AREMA) Manual for Railway Engineering and the Caltrans Seismic Design Criteria. Reconciling the design requirements between these two standards was challenging, but a design was finalized under Caltrans oversight that is satisfactory for both.



MIKE BIANUCCI, PE

SENIOR STRUCTURES MANAGER

EDUCATION

MS in Civil Engineering, San Jose State University, 1994
BS in Civil Engineering, San Jose State University, 1990

REGISTRATION

CA PE C52085

Mike has 39 years of experience in the design, analysis, and construction of bridges and retaining walls. He has worked on several design/build bridge projects across the US and has particular expertise in construction and erection of complex structures developed through various roles as structure representative, construction engineer and constructability reviewer on numerous bridge projects. Mike has provided constructability reviews on several arch and cable-supported structures including McKinley Street Grade Separation in Corona, CA. His attention to detail and well-rounded experience from the planning, design, and construction perspective affords him the opportunity to provide insightful direction during the alternatives analysis and design development processes to achieve cost-effective and constructable solutions.

REPRESENTATIVE PROJECTS

CREEK DISTRICT CAPITAL IMPROVEMENT PROJECT, SAN MARCOS

Structure representative for this project that involves constructing two large three span bridges along Bent Avenue and Via Vera Cruz in the City of San Marcos. With a total construction cost of roughly \$70 million, this is the largest capital improvement project the City of San Marcos has constructed. The bridge construction is funded through Caltrans HBP, which requires compliance with the requirements outlined in the LAPM. Mike is providing structural oversight for bridge construction, including reviewing material submittals and shop drawings, inspection of the large diameter piles, foundations, columns, superstructure, and utilities within the bridge.

Bent Ave Bridge is a CIP/PT concrete box girder with a length of 511' and width of 54'. There are 10' pedestrian paths on both sides of the bridge. Via Vera Cruz Bridge is also a CIP/PT concrete box girder with a length of 447' and width of 89'. The VVC bridge has a 10' pedestrian path on one side and a 6' sidewalk on the other. The project also includes seven retaining walls, a sound wall on piles, a pedestrian path under the bridges along the creek with a pedestrian overlook, steel trellis, and steel pedestrian bridge.

Mike also performed a constructability review of the bridge plans at the 95% design phase and provided comments to make the plans and specifications better for bidding.

MCKINLEY STREET GRADE SEPARATION, CORONA

Constructability reviewer for a grade separation over the existing at-grade BNSF railroad crossing. This \$120 million project includes a steel tied arch bridge crossing the BNSF railroad through a major commercial/industrial hub in the City of Corona. Project includes management of over 10 complex partial property acquisitions, coordination with utility companies/CPUC/BNSF, securing over \$20 million in funding and the delivery of the overall project.

PUYALLUP AVENUE CABLE STAYED BRIDGE, TACOMA, WA

Provided precast superstructure segment design and layout of post-tensioning, transient load post design, and constructability review for the 900' single tower cable stayed bridge with a precast deck. The bridge layout provides clearance for existing and future railroad compatibility, and complex construction restrictions for six BNSF and UPRR lines. The seismic design incorporated site specific data and is located in an active liquefiable flood plain zone. Worked on precast girder erection options to work around the existing railroad tracks.

PORTLAND-MILWAUKIE LIGHT RAIL PROJECT, PORTLAND, OR

Provided preliminary design of the tower foundations for the Willamette River Transit cable stayed bridge as part of this design-build project pursuit. The project is a \$120 million concrete cable-stayed bridge carrying two light rail tracks and pedestrians.

COOPER RIVER REPLACEMENT BRIDGE, CHARLESTON, SC

Construction engineer, working with the SCOOT, for the main span cable stayed bridge which includes a 1546' center span. Worked on the staged construction analysis for the concrete towers and the composite superstructure deck erection of the cable stayed bridge. Reviewed and commented on the contractor's geometry control and stress control processes with regard to fabrication cambers, cable adjustments, design of temporary wind tie-down tendons, temporary jacking falsework, and longitudinal restraint. Also reviewed RFI's, NCR's, and design changes from the contractor for this design/build project.

INTERSTATE 895 CONNECTOR PROJECT, RICHMOND, VA

Provided design of temporary shoring, falsework, and forms; geometry control of the precast erection and cast-in-place form travelers; engineered the move of the overhead erection gantry from eastbound to westbound structures; designed temporary shoring for three spans of span by span construction; and on-site technical assistance for 20 months. The project included precast balanced cantilever segments erected by overhead gantry, span by span precast segmentally erected by underwing truss, and cast-in-place balanced cantilever construction with form travelers. The project was completed in a design/build format.

SUSQUEHANNA RIVER BRIDGE PROJECT, HARRISBURG, PA

Provided a constructability review of the 90% bridge plans, detailed construction schedule, and budget costs for the twin 40 span bridges to be constructed using precast segments and the span by span method with an underwing truss.*Woodrow Wilson Bridge, VA to MD: Performed engineering calculations, post-tensioning layouts, and supervised production of preliminary contract drawings for the post-tensioned concrete V-pier design that supports the steel girder superstructure.

KESSEM BRIDGE 5B, ISRAEL

Provided the final superstructure design, construction analysis, geometry control, and the erection manual for this 14 span precast segmental bridge, which measures 630 meters in length, with 212 segments erected in balanced cantilever.

KESSEM BRIDGE A-13-15, ISRAEL

Provided the final superstructure design, construction analysis, geometry control, and the erection manual for this five-span precast segmental bridge, which measures 134 meters in length, with 45 segments erected in balanced cantilever.

NORTHERN SECOND FREEWAY, KEELUNG HSICHE SECTION, TAIWAN

Project manager for 10 segmentally cast bridges. Performed construction stress analysis and cambers for six bridges cast by balanced cantilever (FCM). Designed form travelers, temporary pier table hold-downs, falsework for cast-in-place end spans, and temporary shoring towers. Performed engineering calculations for two launching noses, and temporary bearings used for four bridges built by the incremental launching method of construction (ILM). Wrote construction manuals for both FCM and ILM procedures. Provided all billing and cost projections for the project.

MEMORANDUM



ITEM 15.5.

DATE: December 15, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Principal Civil Engineer
Khaliq McClean, Associate Civil Engineer

SUBJECT: **A RESOLUTION APPROVING THE ANNEXATION BOUNDARY MAP FOR THE AUTOZONE 4004 SUNRISE BLVD PROJECT AND ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve Annexation Boundary Map. No. 7, Attachment 2, for the Autozone 4004 Sunrise Blvd project and Annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, hereinafter "CFD No. 2008-1").

BACKGROUND

On October 6, 2008, the City of Rancho Cordova adopted a Resolution of Intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide street lighting and road maintenance services. On November 17, 2008, the City adopted the Resolution forming CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 per State of California Government Code Section 5311 et seq. (the "Act"). The Resolution of Intention provided that parcels in the Future Annexation Area for the District shall be annexed into the District without the need for additional noticing and public hearings as long as the owners of the annexed parcels unanimously approved the annexation. Thus, the annexation process for projects within the Future Annexation Area consists of receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Boundary Map and Notice of Special Tax Lien by the City Clerk.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the city.

ATTACHMENT(S)

1. Resolution

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

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 ANNEXATION BOUNDARY MAP FOR THE AUTOZONE 4004 SUNRISE BLVD PROJECT, AND ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

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

WHEREAS, the Resolution of Intention to form the District provided for a more efficient process for the annexation of property into the District when the property owners have provided for their unanimous consent of said annexation process by submitting a petition, consent and waiver from the property owner(s); and

WHEREAS, in October 2025, the property owner of the subject property signed a Unanimous Approval form, Exhibit C, attached hereto, which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

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

WHEREAS, city staff has caused to be prepared Annexation Boundary Map No. 7 for the property known as the Autozone 4004 Sunrise Blvd Project, Exhibit A, attached hereto, for the annexation of the property CFD No. 2008-1 (Street Lighting and Road Maintenance).

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

1. The above recitals are true and correct, and the Council so finds and determines.
2. Council approves Annexation Boundary Map No. 7 and finds and determines that the territory shown in the Boundary Map is hereby added to and made a part of the District with full legal effect;
3. The City Clerk is directed to execute and record Annexation Boundary Map No. 7 in the office of the County Recorder of Sacramento County no later than 15 days after the adoption of this resolution;
4. The City Council finds and determines that a special tax shall be levied within the Territory to

ITEM 15.5.

ATTACHMENT 1

be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2025-2026, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.

5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in Exhibit B, attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 7.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

, Mayor

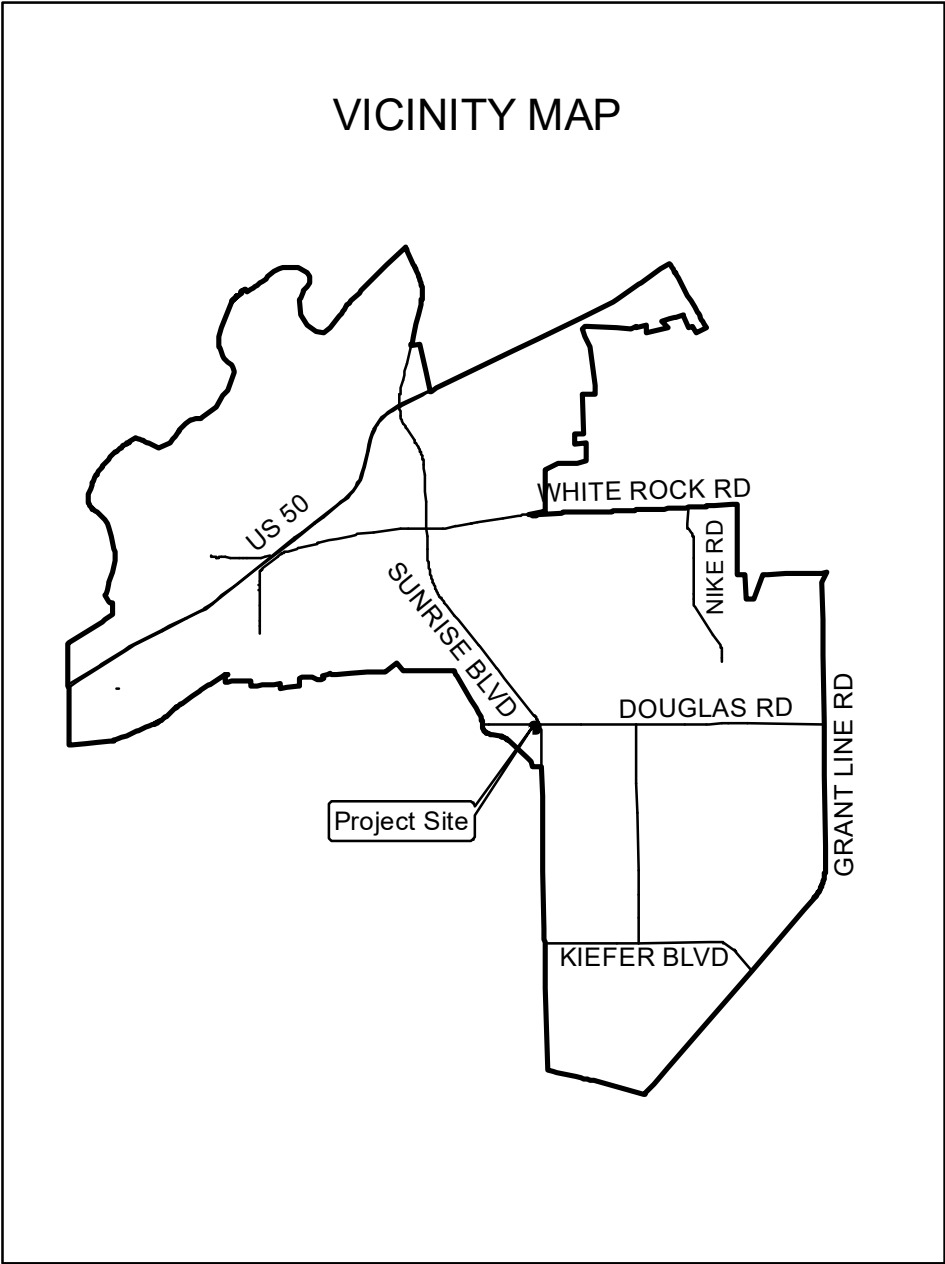
ATTEST:

Stacy Leitner, CMC
City Clerk

ANNEXATION MAP NO. 7
AUTOZONE 4004 SUNRISE BLVD.

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

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF _____ 2025.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 7 TO COMMUNITY FACILITIES DISTRICT NO. 2008-1, (STREET LIGHTING AND ROAD MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2025. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

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

FLORENCE EVANS
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

REFERENCE IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

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

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

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

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



Legend

 Annexation Boundary

1 " = 100 '



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

ANNEXATION MAP

City of Rancho Cordova
Community Facilities District No. 2008-1
Annexation 7 (Autozone 4004 Sunrise Blvd.)
County of Sacramento, California

Sheet 1 of 1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

NOTICE OF SPECIAL TAX LIEN

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53311 of the Government Code, the undersigned clerk of the legislative body of the City of Rancho Cordova (the "City"), State of California, hereby gives notice that a lien to secure payment of special taxes is hereby imposed by the City Council of the City. The special tax secured by this lien is authorized to be levied for the purpose providing certain public services described in Exhibit A attached hereto and hereby made a part hereof.

The special taxes are authorized to be levied within Annexation Map No. 7 (the "Annexed Area") of the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD"), which has now been officially annexed to the District, and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

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

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

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

Reference is hereby made to the Notice of Special Tax Lien with respect to the District recorded on December 2, 2008, as Document No. 20081202, Page 0781 in the

office of the County Clerk & Recorder of the County of Sacramento, California, which contains a list of the then existing owners and assessor tax parcel numbers of the original boundaries of the District.

Reference is made to the boundary map of the District recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 10 (Document No. 20081014-0822), in the office of the County Recorder for the County of Sacramento, State of California (the “ Original Boundary Map”), and the map of the Annexed Territory recorded at Book xx, Page xx Document No. xxxxxx in the Office of the County Recorder for the County of Sacramento, State of California, which map together with the Original Boundary Map and the boundary maps of record for all prior annexations, are now the final boundary maps of the Community Facilities District including the Annexed Territory.

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

Date: _____

By: _____

Stacy Leitner, CMC, City Clerk
City of Rancho Cordova

EXHIBIT A

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

DESCRIPTION OF SERVICES

Maintenance and lighting of public streets and roads

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

Reserve Fund

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

EXHIBIT B

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

RATE AND METHOD OF APPORTIONMENT

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

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR ANNEXATION NO. 7 (AUTO ZONE STORE 5410)**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2008-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2008-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

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

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

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

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

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

an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

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

"City" means the City of Rancho Cordova.

"City Council" means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2008-1.

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

"County" means the County of Sacramento.

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

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

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

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

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

“Industrial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

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

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

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

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

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

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

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

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

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

“Public Property” means any property within the boundaries of CFD No. 2008-1 that is owned by the federal government, State of California, County, City, or other public agency.

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

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

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

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

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

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

“Special Tax” means a special tax levied in any Fiscal Year on property within CFD No. 2008-1 to pay the Special Tax Requirement.

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

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2008-1 which are not exempt from the Special Tax pursuant to law or Section E below.

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

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

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

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

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

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

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 2008-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2008-1, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, a Residential Alley and Decorative Lighting Parcel, a Private Street Parcel, a 50/50 Public & Private Residential Street Parcel, or a Heavy Truck Traffic Parcel.

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

ITEM 15.5.

Exhibit B to the Resolution

For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non- Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

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

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

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

2. Tax Zone 2

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

source.

3. Tax Zone 3

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

a. Ordinary Use Parcel

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

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

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

b. Residential Alley Parcel**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCEL
(FISCAL YEAR 2008-09)**

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

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

c. Decorative Lighting Parcel**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2008-09)**

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

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

d. Additional Load Parcel**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCEL
(FISCAL YEAR 2008-09)**

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

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

e. Additional Load and Decorative Lighting Parcel**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2008-09)**

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

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

f. Residential Alley and Decorative Lighting Parcel

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

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

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

4. Future Annexation Tax Zones

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

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

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

The Special Tax for CFD No. 2008-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2008-1 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, and (ii) any Parcel in CFD No. 2008-1 that is not Developed Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

ATTACHMENT I

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

IDENTIFICATION OF TAX ZONES

TAX ZONE 1 & 2

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

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

TAX ZONE 1 & 2 – Maximum Special Taxes

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

MAXIMUM SPECIAL TAXES
(FISCAL YEAR 2022-23)

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

TAX ZONE 3

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

* The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.

TAX ZONE 3 – Maximum Special Taxes

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

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

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$523.21
	SFDP ≤ 1,200 SF	Per Unit	\$460.43
	SFAP > 1,200 SF	Per Unit	\$460.43
	SFAP ≤ 1,200 SF	Per Unit	\$366.24
	MFP	Per Unit	\$366.24
	Commercial Property	Per Acre or SF	The Greater of \$1,516.49 per Acre or \$0.1471 per SF
	Hotel Property	Per Acre or Unit	The Greater of \$4,188.93 per Acre or \$88.77 per Unit
	Industrial Property	Per Acre or SF	The Greater of \$346.22 per Acre or \$0.0547 per SF
	Office Property	Per Acre or SF	The Greater of \$1,327.11 per Acre or \$0.1289 per SF

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

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

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

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

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

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

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

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

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

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

TAX ZONE 4 (Annexation 20 - Veranda Tract)

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

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

Tax Zone 4 – Maximum Special Taxes

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

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

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

TAX ZONE 5

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

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

TAX ZONE 5 – Maximum Special Taxes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

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

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN COMMUNITY
FACILITIES DISTRICT

<u>Assessor's Parcel Nos.</u>	<u>Names of Property Owners</u>
067-1050-008-0000	Sunridge Station LP, a Delaware Limited Liability Company

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

Annexation No. 7

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

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

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of SUNRIDGE STATION L.P., the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD")", and it states as follows:

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

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

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

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

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

6. **Recordation of Amendment to Notice of Special Tax Lien.** The Notice of Special Tax Lien for the CFD was heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on December 2, 2008 recorded at Book 20081201 at Page 0781 (Document No. 20081201PG0891).

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

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

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

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

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

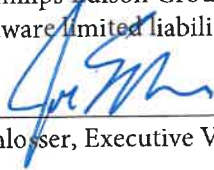
Assessor's Parcel No. 067-1050-008-0000

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

The Petitioner (record owner) of the Property is:

**Sunridge Station LP,
a Delaware Limited Liability Company**

By: The Phillips Edison Group II LLC
a Delaware limited liability company, its General Partner

By: 
Joe Schlosser, Executive Vice President

Date: October 29, 2025

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

Portfolio Manager- West
Phillips Edison & Company
11501 Northlake Dr.
Cincinnati, OH 45249

EXHIBIT A

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

DESCRIPTION OF SERVICES

Maintenance and lighting of public streets and roads

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

Reserve Fund

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

EXHIBIT B

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

RATE AND METHOD OF APPORTIONMENT

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

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR ANNEXATION NO. 7 (AUTO ZONE STORE 5410)**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2008-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2008-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

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

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

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

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

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

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

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

"City" means the City of Rancho Cordova.

"City Council" means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2008-1.

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

"County" means the County of Sacramento.

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

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

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

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

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

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

“Industrial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

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

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

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

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

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

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

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

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

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

“Public Property” means any property within the boundaries of CFD No. 2008-1 that is owned by the federal government, State of California, County, City, or other public agency.

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

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

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

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

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

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

“Special Tax” means a special tax levied in any Fiscal Year on property within CFD No. 2008-1 to pay the Special Tax Requirement.

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

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2008-1 which are not exempt from the Special Tax pursuant to law or Section E below.

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

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

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

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

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

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

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

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 2008-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2008-1, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, a Residential Alley and Decorative Lighting Parcel, a Private Street Parcel, a 50/50 Public & Private Residential Street Parcel, or a Heavy Truck Traffic Parcel.

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

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 7 – (Auto Zone Store 5410 Project)
 Rate and Method of Apportionment of Special Tax

October 2025
 Exhibit A

For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non- Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

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

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

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

2. Tax Zone 2

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

ITEM 15.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

source.

3. Tax Zone 3

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

a. Ordinary Use Parcel

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

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

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

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

b. Residential Alley Parcel

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

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

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

c. Decorative Lighting Parcel

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

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

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

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

d. Additional Load Parcel

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

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

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

e. Additional Load and Decorative Lighting Parcel

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

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

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

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

f. Residential Alley and Decorative Lighting Parcel

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

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

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

4. Future Annexation Tax Zones

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

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

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

The Special Tax for CFD No. 2008-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2008-1 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, and (ii) any Parcel in CFD No. 2008-1 that is not Developed Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

ATTACHMENT I

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

IDENTIFICATION OF TAX ZONES

TAX ZONE 1 & 2

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

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

TAX ZONE 1 & 2 – Maximum Special Taxes

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

MAXIMUM SPECIAL TAXES
(FISCAL YEAR 2022-23)

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

ITEM 15.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

TAX ZONE 3

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

* The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.

ITEM 15.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 7 – (Auto Zone Store 5410 Project)
 Rate and Method of Apportionment of Special Tax

October 2025
 Exhibit A

TAX ZONE 3 – Maximum Special Taxes

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

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

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$523.21
	SFDP ≤ 1,200 SF	Per Unit	\$460.43
	SFAP > 1,200 SF	Per Unit	\$460.43
	SFAP ≤ 1,200 SF	Per Unit	\$366.24
	MFP	Per Unit	\$366.24
	Commercial Property	Per Acre or SF	The Greater of \$1,516.49 per Acre or \$0.1471 per SF
	Hotel Property	Per Acre or Unit	The Greater of \$4,188.93 per Acre or \$88.77 per Unit
	Industrial Property	Per Acre or SF	The Greater of \$346.22 per Acre or \$0.0547 per SF
	Office Property	Per Acre or SF	The Greater of \$1,327.11 per Acre or \$0.1289 per SF

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

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

ITEM 15.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 7 – (Auto Zone Store 5410 Project)
 Rate and Method of Apportionment of Special Tax

October 2025
 Exhibit A

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

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

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

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

ITEM 15.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 7 – (Auto Zone Store 5410 Project)
 Rate and Method of Apportionment of Special Tax

October 2025
 Exhibit A

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

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

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

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

ITEM 15.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

TAX ZONE 4 (Annexation 20 - Veranda Tract)

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

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

Tax Zone 4 – Maximum Special Taxes

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

MAXIMUM SPECIAL TAXES (FISCAL YEAR 2022-23)

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

ITEM 15.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 7 – (Auto Zone Store 5410 Project)
Rate and Method of Apportionment of Special Tax

October 2025
Exhibit A

TAX ZONE 5

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

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

TAX ZONE 5 – Maximum Special Taxes

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

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

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

ITEM 15.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 7 – (Auto Zone Store 5410 Project)
 Rate and Method of Apportionment of Special Tax

October 2025
 Exhibit A

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

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

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

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

ITEM 15.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 7 – (Auto Zone Store 5410 Project)
 Rate and Method of Apportionment of Special Tax

October 2025
 Exhibit A

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

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

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

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

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

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

ITEM 15.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 7 – (Auto Zone Store 5410 Project)
 Rate and Method of Apportionment of Special Tax

October 2025
 Exhibit A

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

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

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

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

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

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

ANNEXATION MAP NO. 7
AUTOZONE 4004 SUNRISE BLVD.COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF ____ 2025.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 7 TO COMMUNITY FACILITIES DISTRICT NO. 2008-1, (STREET LIGHTING AND ROAD MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF ____ 2025 BY ITS RESOLUTION NO. ____

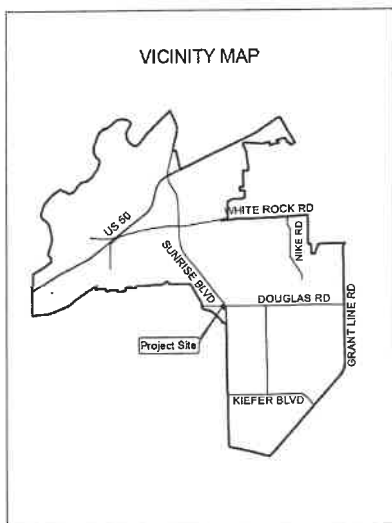
CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

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

FLORENCE EVANS
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIABY: _____
DEPUTY

FILE: _____



REFERENCE IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

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

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

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

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



1" = 100'

Legend

Annexation Boundary

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

ANNEXATION MAP

City of Rancho Cordova
Community Facilities District No. 2008-1
Annexation 7 (Autozone 4004 Sunrise Blvd.)
County of Sacramento, California

Sheet 1 of 1

MEMORANDUM



ITEM 15.6.

DATE: December 15, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Principal Civil Engineer
Khaliq McClean, Associate Civil Engineer

SUBJECT: **A RESOLUTION APPROVING THE ANNEXATION OF THE BIG BALLER STORAGE RV PROJECT TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2014-2 (STREET, LIGHTING, AND LANDSCAPE MAINTENANCE)**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve Annexation Map. No.18 for the Big Baller Storage RV project to Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance), Attachment 2, and approve the recording of the annexation map and the Notice of Special Tax Lien.

BACKGROUND

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

The annexation process for projects within the future annexation area is streamlined by receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Annexation Boundary Map and Notice of Special Tax Lien, Attachment 3, by the City Clerk.

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

November 2025, the property owner signed a unanimous approval of the annexation to CFD No. 2014-2, Attachment 4. Adoption of the Resolution approves Annexation Boundary Map No. 18 for the Big Baller Storage RV project and directs the City Clerk to execute and record the Map and Notice of Special Tax Lien for the project.

FISCAL IMPACT AND FUNDING SOURCE

Funds collected will be used for maintenance of streets, lighting, and landscape maintenance services. There is no fiscal impact to the City.

ATTACHMENT(S)

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

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 ANNEXATION OF THE BIG BALLER STORAGE RV PROJECT TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2014-2 (STREET, LIGHTING, AND LANDSCAPE MAINTENANCE)

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

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

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

WHEREAS, in November 2025, the property owner executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of a portion of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District (Exhibit C); and

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

WHEREAS, city staff has caused to be prepared Annexation Boundary Map No. 18 for a property known as the Big Baller Storage RV project, Exhibit A, attached hereto, for the annexation of the property to CFD No. 2014-2 (Street, Lighting, and Landscape Maintenance).

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

1. The above recitals are true and correct, and the Council so finds and determines.
2. Council approves Annexation Boundary Map No. 18 and finds and determines that the territory shown in the Annexation Boundary Map is hereby added to and made a part of the District with full legal effect.
3. The City Clerk is directed to execute and record Annexation Boundary Map No. 18 in the office of the County Recorder of Sacramento County no later than 15 days after the adoption of

this resolution.

4. The City Council finds and determines that a special tax shall be levied within the territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2025-2026, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.

5. The City Clerk is directed to execute and record a Notice of Special Tax Lien, Exhibit B, in the office of the County Recorder of Sacramento County no later than 15 days after recordation of the Annexation Boundary Map No. 18.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

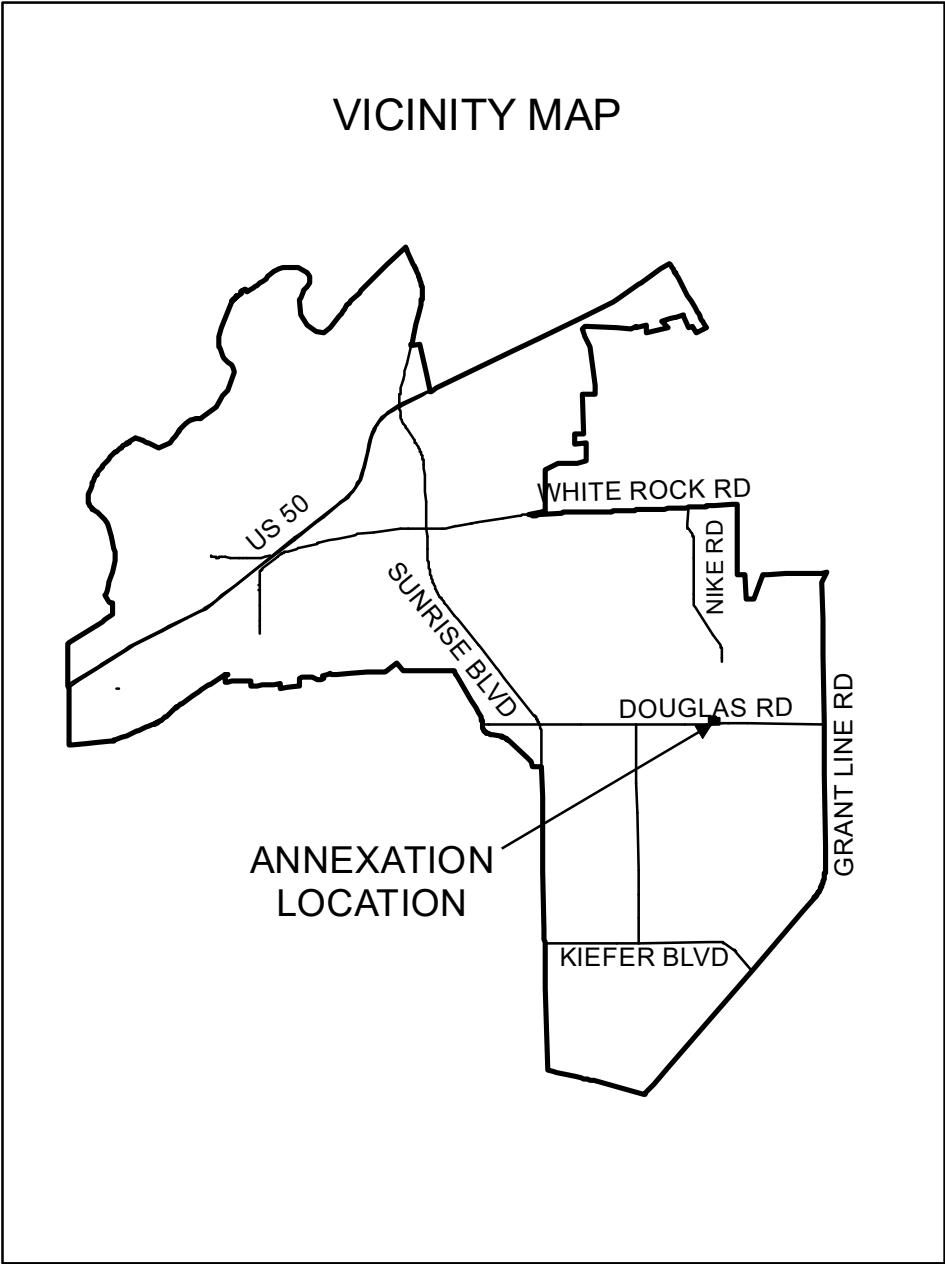
ABSTAIN:

ATTEST:

, Mayor

Stacy Leitner, CMC
City Clerk

PROPOSED BOUNDARY OF
ANNEXATION 18
(BIG BALLER STORAGE RV PARK) TO
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET MAINTENANCE, LIGHTING AND LANDSCAPING)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF _____, 2025.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 18 TO COMMUNITY FACILITIES DISTRICT NO. 2014-2, (STREET MAINTENANCE, LIGHTING AND LANDSCAPING), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2025. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

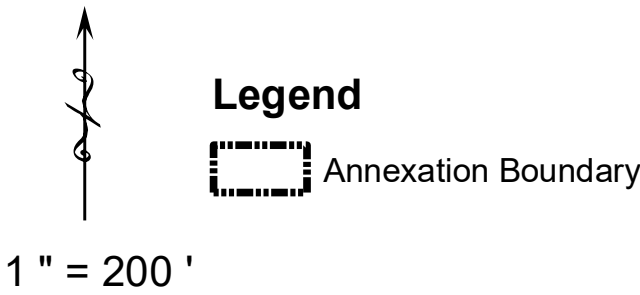
FILED THIS ____ DAY OF _____, 2025. AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

FLORENCE EVANS
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

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



Legend
Annexation Boundary

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

PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2014-2
Annexation 18 (Big Baller Storage RV Park)
County of Sacramento, California

Sheet 1 of 1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

NOTICE OF SPECIAL TAX LIEN

COMMUNITY FACILITIES DISTRICT 2014-2

(STREET, LIGHTING, AND LANDSCAPE MAINTENANCE)

OF THE CITY OF RANCHO CORDOVA

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

The special taxes are authorized to be levied within Annexation Boundary Map No. 18 (the "Annexed Area") of the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting, and Landscape Maintenance) (the "District"), which has now been officially annexed to the District, and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

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

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

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

Reference is hereby made to the Notice of Special Tax Lien with respect to the District recorded on June 17, 2014, as Document No. 20140617 page 353, in the office of the County Clerk & Recorder of the County of Sacramento, California, which contains a list of the then existing owners and assessor tax parcel numbers of the original boundaries of the District.

Reference is made to the boundary map of the District recorded at Book 116, Pages 0023-0024, Document No. 20140430 Pg 0873 of Maps and Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Sacramento, State of California (the " Original Boundary Map"), and the map of the Annexed Territory recorded at Book xx, Page x, Document No. xxxxxx in the Office of the County Recorder for the County of Sacramento, State of California, which map together with the Original Boundary Map and the boundary maps of record for all prior annexations, are now the final boundary maps of the Community Facilities District including the Annexed Territory.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Department of Public Works of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670, (916) 851-8708.

Dated: _____

CITY CLERK OF THE CITY OF
RANCHO CORDOVA

EXHIBIT A

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

DESCRIPTION OF DISTRICT MAINTENANCE SERVICES

Description of services:

Maintenance of public street, lighting, and landscape improvements

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

Reserve Fund

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

EXHIBIT B**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET, LIGHTING AND LANDSCAPING MAINTENANCE)****RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR ANNEXATION NO. 18 (THE BIG BALLER STORAGE PROJECT)**

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

ITEM 15.6.

Exhibit B to the Resolution

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

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

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

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

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

“City” means the City of Rancho Cordova.

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

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

“County” means the County of Sacramento.

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

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

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

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

ITEM 15.6.

Exhibit B to the Resolution

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

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

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

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

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

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

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

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

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

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

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

ITEM 15.6.

Exhibit B to the Resolution

Tax is equal for all Parcels of Developed Property.

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 15.6.

Exhibit B to the Resolution

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

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

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

B. DATA COLLECTION FOR ANNUAL TAX LEVY

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

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

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

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

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

C. MAXIMUM SPECIAL TAX

1. All Tax Zones

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

a. Ordinary Use Parcel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Additional Load and Decorative Lighting Parcel

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

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

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

g. Residential Alley and Decorative Lighting Parcel

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

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

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

h. Residential Alley and Soundwall Parcel

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

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

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

i. Decorative Lighting and Soundwall Parcel

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

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

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

ITEM 15.6.

Exhibit B to the Resolution

j. Residential Alley, Decorative Lighting, and Soundwall Parcel

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

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

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

k. Private Street Parcel

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

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

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

ITEM 15.6.

Exhibit B to the Resolution

I. 50/50 Public & Private Residential Street Parcel

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

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

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

m. Heavy Truck Traffic Parcel

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

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

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

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

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

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

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

F. DURATION OF SPECIAL TAX

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

G. INTERPRETATION OF SPECIAL TAX FORMULA

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

ATTACHMENT 1

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

IDENTIFICATION OF TAX ZONES

TAX ZONE 1

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

Tax Zone 1 – Maximum Special Taxes

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

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

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

TAX ZONE 2

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

Tax Zone 2 – Maximum Special Taxes

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

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

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

TAX ZONE 3

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

Tax Zone 3 – Maximum Special Taxes

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

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

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

TAX ZONE 4

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

Tax Zone 4 – Maximum Special Taxes

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

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

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

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

EXHIBIT C

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

Parcel No.

Property Owner

072-0370-087-0000

3978 Security Park Dr LLC.

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

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR ANNEXATION NO. 18 (BIG BALLER STORAGE PROJECT)**

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

“City” means the City of Rancho Cordova.

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

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

“County” means the County of Sacramento.

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

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

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

“Heavy Truck Traffic Parcel” means, any Parcel of Developed Property that is determined by the City to have heavy truck traffic impact on the public streets and include, but are not limited to, fulfillment centers, logistics centers, freight, truck terminals, and other

facilities intended for the movement of goods (manufactured or raw) prior to their distribution.

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

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

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

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

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

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

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

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

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

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

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

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

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

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

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

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

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

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

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

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

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

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

"Taxable Public Property" means, in any Fiscal Year, all Assessor's Parcels in CFD No. 2014-2 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

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

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

B. DATA COLLECTION FOR ANNUAL TAX LEVY

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

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

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

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2014-2 was recorded after January 1 of the prior Fiscal Year (or any other date after which

the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. All Tax Zones

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

a. Ordinary Use Parcel

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$533.86
Single Family Attached Property	per Unit	\$421.74
Multi-Family Property	per Unit	\$304.28
Micro-Unit Property	per Unit	\$202.96
Commercial Property	per 1,000 Sq. Ft.	\$796.51
Hotel Property	per Unit	\$314.96
Industrial Property	per 1,000 Sq. Ft.	\$240.23
Office Property	per 1,000 Sq. Ft.	\$795.44

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

b. Residential Alley Parcel**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$579.56
Single Family Attached Property	per Unit	\$457.86
Multi-Family Property	per Unit	\$330.36
Micro-Unit Property	per Unit	\$220.34
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

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

c. Decorative Lighting Parcel**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$542.02
Single Family Attached Property	per Unit	\$428.18
Multi-Family Property	per Unit	\$308.94
Micro-Unit Property	per Unit	\$206.06
Commercial Property	per 1,000 Sq. Ft.	\$808.69
Hotel Property	per Unit	\$319.78
Industrial Property	per 1,000 Sq. Ft.	\$243.91
Office Property	per 1,000 Sq. Ft.	\$807.61

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

d. Additional Load Parcel**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	\$826.74
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$249.35
Office Property	per 1,000 Sq. Ft.	N/A

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

e. Soundwall Parcel**MAXIMUM SPECIAL TAXES
SOUNDWALL PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$556.54
Single Family Attached Property	per Unit	\$439.66
Multi-Family Property	per Unit	\$317.22
Micro-Unit Property	per Unit	\$211.58
Commercial Property	per 1,000 Sq. Ft.	\$830.37
Hotel Property	per Unit	\$328.36
Industrial Property	per 1,000 Sq. Ft.	\$250.44
Office Property	per 1,000 Sq. Ft.	\$829.26

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

f. Additional Load and Decorative Lighting Parcel**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	\$838.92
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$253.02
Office Property	per 1,000 Sq. Ft.	N/A

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

g. Residential Alley and Decorative Lighting Parcel**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$587.72
Single Family Attached Property	per Unit	\$464.30
Multi-Family Property	per Unit	\$335.00
Micro-Unit Property	per Unit	\$223.44
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

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

h. Residential Alley and Soundwall Parcel**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND SOUNDWALL PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$605.82
Single Family Attached Property	per Unit	\$478.62
Multi-Family Property	per Unit	\$345.32
Micro-Unit Property	per Unit	\$230.32
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

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

i. Decorative Lighting and Soundwall Parcel**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING AND SOUNDWALL PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$564.50
Single Family Attached Property	per Unit	\$445.94
Multi-Family Property	per Unit	\$321.76
Micro-Unit Property	per Unit	\$214.62
Commercial Property	per 1,000 Sq. Ft.	\$842.24
Hotel Property	per Unit	\$333.04
Industrial Property	per 1,000 Sq. Ft.	\$254.02
Office Property	per 1,000 Sq. Ft.	\$841.11

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

j. Residential Alley, Decorative Lighting, and Soundwall Parcel**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY, DECORATIVE LIGHTING AND SOUNDWALL PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$609.88
Single Family Attached Property	per Unit	\$481.78
Multi-Family Property	per Unit	\$347.62
Micro-Unit Property	per Unit	\$231.86
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

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

k. Private Street Parcel**MAXIMUM SPECIAL TAXES
PRIVATE STREET PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$350.74
Single Family Attached Property	per Unit	\$277.06
Multi-Family Property	per Unit	\$199.92
Micro-Unit Property	per Unit	\$133.34
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

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

1. 50/50 Public & Private Residential Street Parcel**MAXIMUM SPECIAL TAXES
50/50 PUBLIC & PRIVATE STREET PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$442.02
Single Family Attached Property	per Unit	\$349.20
Multi-Family Property	per Unit	\$251.94
Micro-Unit Property	per Unit	\$168.04
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

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

m. Heavy Truck Traffic Parcel**MAXIMUM SPECIAL TAXES
HEAVY TRUCK TRAFFIC PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$345.20
Office Property	per 1,000 Sq. Ft.	N/A

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

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

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

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

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

F. DURATION OF SPECIAL TAX

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

G. INTERPRETATION OF SPECIAL TAX FORMULA

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

ATTACHMENT 1

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

IDENTIFICATION OF TAX ZONES

TAX ZONE 1

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

Tax Zone 1 – Maximum Special Taxes

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

MAXIMUM SPECIAL TAXES
SOUNDWALL AND DECORATIVE LIGHTING PARCEL
(EXCLUDING LONG-TERM MAINTENANCE)
(FISCAL YEAR 2024-25)

Land Use Class		Rate
Single Family Detached Property	per Unit	\$398.62
Single Family Attached Property	per Unit	\$314.92
Multi-Family Property	per Unit	\$227.22
Commercial Property	per 1,000 Sq. Ft.	\$299.1373
Hotel Property	per Unit	\$235.18
Industrial Property	per 1,000 Sq. Ft.	\$179.3827
Office Property	per 1,000 Sq. Ft.	\$299.1373

TAX ZONE 2

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

Tax Zone 2 – Maximum Special Taxes

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

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING ONLY
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$54.12
Single Family Attached Property	per Unit	\$54.12
Multi-Family Property	per Unit	\$223.64
Commercial Property	per 1,000 Sq. Ft.	\$299.1373
Hotel Property	per Unit	\$231.52
Industrial Property	per 1,000 Sq. Ft.	\$176.5907
Office Property	per 1,000 Sq. Ft.	\$299.1373

TAX ZONE 3

Assessor's Parcels Included in Tax Zone 3*			Fiscal Year in Which Property was Added to CFD No. 2014-2
067-1070-001	Through	067-1070-059	2016-17
067-1090-001	Through	067-1090-089	
067-1060-003	Through	067-1060-004	2017-18
067-1170-001	Through	067-1170-085	
067-1180-001	Through	067-1180-016	
067-1190-001	Through	067-1190-066	
067-1200-001	Through	067-1200-054	
067-1100-008			2018-19
067-1240-001	Through	067-1240-048	
067-1250-001	Through	067-1250-108	
067-1100-005	Through	067-1100-007	
067-1120-001	Through	067-1120-027	
067-1130-001	Through	067-1130-176	
067-1140-001	Through	067-1140-038	
067-1080-007	Through	067-1080-017	
067-1150-001	Through	067-1150-080	
067-1160-001	Through	067-1160-065	
067-1260-001	Through	067-1260-061	
067-1270-001	Through	067-1270-113	
067-1280-001	Through	067-1280-094	
067-1290-001	Through	067-1290-032	
067-0040-035-0000	Through	067-0040-036-0000	2020-21
067-1080-018-0000	Through	067-1080-023-0000	
067-1080-027-0000	Through	067-1080-030-0000	
067-1330-028-0000	Through	067-1330-064-0000	
067-1360-001-0000	Through	067-1360-166-0000	
067-1370-001-0000	Through	067-1370-168-0000	2021-22
072-0370-046-0000	Through	072-0370-048-0000	
072-0370-102-0000			
072-0370-107-0000			
072-3880-001-0000	Through	072-3880-004-0000	
072-3880-007-0000	Through	072-3880-009-0000	
072-3880-011-0000	Through	072-3880-016-0000	
072-3900-001-0000	Through	072-3900-108-0000	
072-3910-001-0000	Through	072-3910-065-0000	2022-23
072-3920-001-0000	Through	072-3920-088-0000	
072-4070-001-0000	Through	072-4070-017-0000	
067-2410-006-0000	Through	067-2410-008-0000	
067-2410-011-0000	Through	067-2410-018-0000	
067-2420-003-0000	Through	067-2420-004-0000	
067-2420-006-0000			
067-2420-012-0000	Through	067-2420-013-0000	
067-2420-016-0000	Through	067-2420-017-0000	
067-2440-001-0000	Through	067-2440-140-0000	
067-2470-001-0000	Through	067-2470-072-0000	
067-2470-074-0000			
067-2480-001-0000	Through	067-2480-078-0000	
067-2490-003-0000	Through	067-2490-056-0000	
067-2500-001-0000	Through	067-2500-113-0000	
067-2510-001-0000	Through	067-2510-015-0000	

Tax Zone 3 – Maximum Special Taxes

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

**MAXIMUM SPECIAL TAXES
SOUNDWALL PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$556.54
Single Family Attached Property	per Unit	\$439.66
Multi-Family Property	per Unit	\$317.22
Commercial Property	per 1,000 Sq. Ft.	\$830.3768
Hotel Property	per Unit	\$328.36
Industrial Property	per 1,000 Sq. Ft.	\$250.4492
Office Property	per 1,000 Sq. Ft.	\$829.2657

TAX ZONE 4

City of Rancho Cordova
CFD No. 2014-2 (Street, Lighting and Landscaping Maintenance)

October 2, 2024

Assessor's Parcels Included in Tax Zone 4*			Fiscal Year in Which Property was Added to CFD No. 2014-2
072-4050-017-0000	Through	072-4050-018-0000	2023-24
072-4050-025-0000	Through	072-4050-029-0000	
072-4050-033-0000	Through	072-4050-037-0000	

Tax Zone 4 – Maximum Special Taxes

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

**MAXIMUM SPECIAL TAXES
HEAVY TRUCK TRAFFIC PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$345.2005
Office Property	per 1,000 Sq. Ft.	N/A

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

TAX ZONE 5

Assessor's Parcels Included in Tax Zone 5*			Fiscal Year in Which Property was Added to CFD No. 2014-2
067-0030-081-0000	Through	067-0030-082-0000	2023-24
067-2590-001-0000	Through	067-2590-049-0000	
067-2600-001-0000	Through	067-2600-074-0000	

Tax Zone 5 – Maximum Special Taxes

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

**MAXIMUM SPECIAL TAXES
PRIVATE STREET PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$350.74
Single Family Attached Property	per Unit	\$277.06
Multi-Family Property	per Unit	\$199.92
Micro-Unit Property	per Unit	\$133.34
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

TAX ZONE 6

Assessor's Parcels Included in Tax Zone 6*	Fiscal Year in Which Property was Added to CFD No. 2014-2
067-2370-001-0000 Through 067-2370-011-0000	2021-22

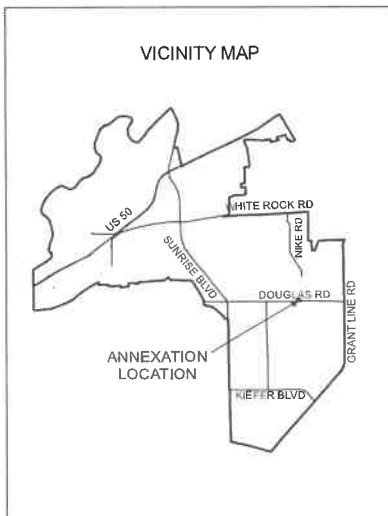
Tax Zone 6 – Maximum Special Taxes

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

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCEL
(FISCAL YEAR 2024-25)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$533.86
Single Family Attached Property	per Unit	\$421.74
Multi-Family Property	per Unit	\$304.28
Micro-Unit Property	per Unit	\$202.96
Commercial Property	per 1,000 Sq. Ft.	\$796.5173
Hotel Property	per Unit	\$314.96
Industrial Property	per 1,000 Sq. Ft.	\$240.2358
Office Property	per 1,000 Sq. Ft.	\$795.4489

PROPOSED BOUNDARY OF
ANNEXATION 18
(BIG BALLER STORAGE RV PARK) TO
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET MAINTENANCE, LIGHTING AND LANDSCAPING)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF ____ 2025.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 18 TO COMMUNITY FACILITIES DISTRICT NO. 2014-2, (STREET MAINTENANCE, LIGHTING AND LANDSCAPING), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF ____ 2025, BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

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

FLORENCE EVANS
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

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



Legend

Annexation Boundary

1" = 200'



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

PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2014-2
Annexation 18 (Big Baller Storage RV Park)
County of Sacramento, California

Sheet 1 of 1

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

Annexation No. 18

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

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

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of **3978 SECURITY PARK DR LLC.**, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance) (the "CFD"), and it states as follows:

1. **Property Owner.** This Unanimous Approval is submitted by the Property Owner (whether one or more) identified below as or for the recorded owner(s) of the Property identified below. The Property Owner warrants to the City of Rancho Cordova (the "City") that they are such Property Owner or is legally authorized to execute this Unanimous Approval for and on behalf of such Property Owner.
2. **Approval of Annexation.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services (the "Services") described in **Exhibit A** hereto and made a part hereof.
3. **Approval of Special Tax and the Facilities.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as **Exhibit B** and made a part hereof (the "Rate and Method"). **Exhibit B** describes the maximum special tax rate for the Services. This annexed property is placed in Tax Zone 3 for purposes of computation of the Special Tax.
4. **Approval of the Appropriations Limit.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

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

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

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

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

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

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

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

County of Sacramento Assessor's Parcel Numbers:
072-0370-087-0000:

The property consists of a total of 4.92 acres.

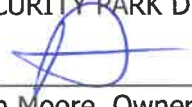
ITEM 15.6.

**ATTACHMENT 4
Exhibit C to the Resolution**

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

The Petitioner (record owner) of the Property is:

Property Owner
3978 SECURITY PARK DR LLC

By: 
Darin Moore, Owner

Dated: 11, 17, 2025

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

Josseling Moore
C/O Big Baller
PO Box 1657
Rancho Cordova Ca 95741

EXHIBIT A

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

DESCRIPTION OF SERVICES

Maintenance of public street, lighting and landscaping improvements

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

Reserve Fund

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

MEMORANDUM



ITEM 15.7.

DATE: December 15, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: **AN ORDINANCE AMENDING SECTIONS 10.50.010 AND 10.50.020 OF THE RANCHO CORDOVA MUNICIPAL CODE TO ESTABLISH RADAR ENFORCEABLE SPEED LIMITS ON THE ROADS LISTED IN THE ORDINANCE**

RECOMMENDATION

Waive the first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance maintains compliance with California Vehicle Code speed limit requirements and updates Engineering and Traffic Surveys and local street designations.

BACKGROUND

State law establishes the process for setting speed limits on roadways in California. The California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (CA MUTCD) provide guidelines and requirements for establishing radar-enforceable speed limits by law enforcement agencies. Certain roadways are assigned default speed limits by the CVC, such as 15 miles per hour (MPH) in alleys, 25 MPH in residential and business districts, and 55 MPH on two-lane highways. These statutory speed limits are enforceable without the need for additional analysis or Engineering and Traffic Surveys (ETS).

For all other roadways, local jurisdictions must conduct and adopt ETS to establish radar-enforceable speed limits in accordance with the CVC. These surveys are based on two primary factors, including 1) the measured 85th percentile speed (the speed at or below which 85% of vehicles are traveling), and 2) roadway conditions that are or are not readily apparent to motorists.

To maintain compliance with CVC requirements and ensure continued enforceability, staff has completed ETS for roadway segments needing new ETS, as well as for roadway segments that have been redefined.

Additionally, staff has reviewed the roadway network and identified streets that are classified as "local" under the California Road Systems (CRS) classification system or meet the definition of a "local street or road" under the CVC. These streets are proposed to be removed from the ETS

inventory, as they do not require engineering and traffic surveys to be radar enforceable under CVC provisions.

The following updates are recommended as part of this action:

Street Name	Current Speed Limit	Proposed Speed Limit	Note
Femoyer St – Between Macready Ave and International Dr	40 MPH	30 MPH	No longer requires an Engineering and Traffic Survey (classified as local)
Peter A McCuen Blvd – Between Mather Blvd and Femoyer St	30 MPH	25 MPH	No longer requires an Engineering and Traffic Survey (classified as local)
Mather Field Rd – Between Folsom Blvd and International Dr	45 MPH	45 MPH	
Mather Field Rd – Between International Dr and Peter A McCuen Blvd	45 MPH	35 MPH	
Mills Station Rd – Between Mather Field Rd and White Rock Rd	25 MPH	25 MPH	No longer requires an Engineering and Traffic Survey (classified as local)
Mills Park Dr – Between White Rock Rd and Folsom Blvd	25 MPH	25 MPH	No longer requires an Engineering and Traffic Survey (classified as local)
Paseo Dr – Between Folsom Blvd and Las Casas Way	25 MPH	25 MPH	No longer requires an Engineering and Traffic Survey (classified as local)

FISCAL IMPACT AND FUNDING SOURCE

This is an Ordinance amending the City Municipal Code and has no impact on the General Fund.

ATTACHMENT(S)

1. Ordinance
2. Revised Sections 10.50.010 and 10.50.020
3. Track_Changes_Revised Sections 10.50.010 and 10.50.020

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2026

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING SECTIONS 10.50.010 AND 10.50.020 OF CHAPTER
10.50 OF TITLE 10 OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING
REDUCED SPEED LIMITS ON SPECIFIC STREETS**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Purpose and Declarations**

WHEREAS, California Vehicle Code Section 22358 authorizes the City of Rancho Cordova ("City") to determine and declare by ordinance a prima facie speed limit less than the speed limit set forth in Vehicle Code Section 22349 if the City determines upon the basis of an engineering and traffic survey that the speed limit set forth in Vehicle Code Section 22349 is more than is reasonable or safe upon any portion of any street other than a state highway where the speed limit set forth in Vehicle Code Section 22349 is applicable; and

WHEREAS, an engineering and traffic survey ("Survey") was conducted by the city; and

WHEREAS, the Survey established speed limits for certain City streets, as set forth in Section 3; and

WHEREAS, the City Council has determined that the speed limits set forth in the Survey are most appropriate to facilitate the orderly movement of traffic within the City and are reasonable and safe; and

WHEREAS, this ordinance modifies Rancho Cordova Municipal Code section 10.50.010 and 10.50.020 by establishing speed limits for certain City streets, based upon the results of the Survey; and

WHEREAS, this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) because it is not a project under the act and it only involves the operation of existing streets involving negligible or no expansion of existing use.

Section 2. Amendment of Code.

Section 10.50.010 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

The City Council approves and adopts the engineering and traffic surveys dated December 2025, prepared by the City, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the City Clerk. The City council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation's Manual on Uniform Traffic Control Devices and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The City Council declares these speed limits as prima facie speed limits for the streets or portions thereof,

which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof.

Section 10.50.020 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

The following prima facie speed limits are established based on prevailing speeds and the results of the Engineering and Traffic Surveys.

A. Baroque Drive:

1. Between Zinfandel Drive and Zinfandel Drive, 35 mph;

B. Bear Hollow Drive:

1. Between Zinfandel Drive and North Mather Boulevard, 35 mph;

C. Business Park Drive:

1. Between Horn Road and Bradshaw Road, 35 mph;

D. Capital Center Drive:

1. Between White Rock Road and International Drive, 35 mph;

E. Chase Drive:

1. Between Coloma Road and Hagan Park, 25 mph;

F. Chrysanthy Boulevard:

1. Between Sunrise Boulevard and Adda Way , 35 mph;

G. Coloma Road:

1. Between Folsom Boulevard and Sunrise Boulevard, 40 mph;

H. Data Drive:

1. Between International Drive and White Rock Road, 35 mph;

I. Disk Drive:

1. Between Data Drive and Prospect Park Drive, 35 mph;

J. Douglas Road:

1. Between Westerly City Limits to Sunrise Boulevard, 55 mph;
2. Between Sunrise Boulevard and Rancho Cordova Parkway, 50 mph;
3. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;

ITEM 15.7.

ATTACHMENT 1

4. Between Americanos Boulevard and Grant Line Road, 50 mph;

K. Explorer Drive:

1. Between Lincoln Village Drive to Lincoln Village Drive, 25 mph;

L. Femoyer Street:

1. Between Macready Ave and International Drive, 30 mph;

M. Fitzgerald Road:

1. Between White Rock Road and Recycle Road, 35 mph;

N. Folsom Boulevard:

1. Between Bradshaw Road and Routier Road, 45 mph;

2. Between Routier Road and Cordova Lane, 40 mph;

3. Between Cordova Lane and Sunrise Boulevard, 40 mph;

4. Between Sunrise Boulevard and Hazel Avenue, 45 mph;

O. Georgetown Drive:

1. Between Coloma Road and McGregor Drive, 25 mph;

P. Gold Camp Drive:

1. Between Sun Center Drive and Prospect Park Drive, 30 mph;

Q. Gold Canal Drive:

1. Between Sun Center Drive and White Rock Road, 35 mph;

R. Gold Center Drive:

1. Between Zinfandel Drive and Prospect Park Drive, 30 mph;

2. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;

S. Horn Road:

1. Between Folsom Boulevard and Routier Road, 35 mph;

T. International Drive:

1. Between Zinfandel Drive and Sunrise Boulevard, 45 mph;

2. Between Mather Field Road and Zinfandel Drive, 45 mph;

U. Kiefer Boulevard:

1. Between Sunrise Boulevard and Rancho Cordova Parkway, 45 mph;

V. Kilgore Road:

1. Between Folsom Boulevard and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 40 mph;

W. Lincoln Village:

1. Between Bradshaw Road and Viking Drive, 35 mph;
2. Between Viking Drive and Routier Road, 25 mph;

X. Luyung Drive:

1. Between White Rock Road and Mechanical Drive, 35 mph;

Y. Mather Field Road:

1. Between International Drive and Folsom Boulevard, 45 mph;
2. Between Peter A McCuen Boulevard and International Drive, 35 mph;

Z. McGregor Drive:

1. Between Folsom Boulevard and Coloma Road, 25 mph;
2. Between Coloma Road and Ambassador Drive, 25 mph;

AA. Mills Station Road:

1. Between Routier Road and Mather Field Road, 35 mph;

CC. Monier Circle:

1. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;

DD. Old Placerville Road:

1. Between Bradshaw Road and Granby Drive, 45 mph;
2. Between Grandy Drive and Routier Road, 45 mph;
3. Between Routier Road and Systems Parkway-McCready Avenue, 45 mph;
4. Between Systems Parkway-McCready Avenue and Rockingham Drive, 45 mph;

EE. Olson Drive:

1. Between Mills Park Drive and Zinfandel Drive, 25 mph;
2. Between Zinfandel Drive and Folsom Boulevard, 35 mph;

GG. Peter A McCuen Boulevard:

1. Mather Boulevard and Femoyer Street, 25 mph;

HH. Prospect Park Drive:

ITEM 15.7.

ATTACHMENT 1

1. Between White Rock Road and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 35 mph;

II. Quality Drive:

1. Between International Drive and White Rock Road, 35 mph;

JJ. Rancho Cordova Parkway:

1. Between Kiefer Boulevard and Douglas Road, 45 mph;

KK. Recycle Road:

1. Between Sunrise Boulevard and Elks Circle, 30 mph;

LL. Reserve Drive:

1. Between Data Drive and International Drive, 35 mph;

MM. Rockingham Drive:

1. Between Mather Field Road and S. White Rock Road, 25 mph;
2. Between Mather Field Road and Old Placerville Road, 35 mph;
3. Between Old Placerville Road and Countryside Way-Nut Plains Drive, 30 mph;

NN. Routier Road:

1. Between Old Placerville Road and Folsom Boulevard, 40 mph;

OO. S. White Rock Road:

1. Between International Drive and White Rock Road, 25 mph;

PP. Sun Center Drive:

1. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;

QQ. Sunrise Boulevard:

1. Between Jackson Highway and Kiefer Boulevard, 55 mph
2. Between Kiefer Boulevard and Herodian Drive, 50 mph;
3. Between Herodian Drive and White Rock Road, 45 mph;
4. Between White Rock Road and Folsom Boulevard, 45 mph;
5. Between Folsom Boulevard and Coloma Road, 45 mph;
6. Between Coloma Road and city limits, southbound, 45 mph;

RR. Systems Parkway:

1. Between Routier Road and Old Placerville Road, 35 mph;

ITEM 15.7.

ATTACHMENT 1

SS. Trade Center Drive:

1. Between Sun Center Road and Mercantile Road, 30 mph;

TT. Trinity River Drive:

1. Between Coloma Road and Sunrise Boulevard, 25 mph;

UU. Vanguard Drive:

1. Between Explorer Drive and Routier Road, 25 mph;

VV. White Rock Road:

1. Between Mills Station Road and Evadna Drive, 25 mph;
2. Between Evadna Drive and Mills Park Drive, 25 mph;
3. Between S. White Rock Road and Zinfandel Drive, 40 mph;
4. Between Zinfandel Drive and Sunrise Boulevard, 40 mph;
5. Between Sunrise Boulevard and Macal Drive, 40 mph;

WW. Zinfandel Drive:

1. Between Sunrise Boulevard and Folsom Boulevard, 25 mph;
2. Between Folsom Boulevard and White Rock Road, 35 mph;
3. Between White Rock Road and International Drive, 40 mph;
4. Between International Drive and city limits, 45 mph.

XX. Airpark Drive:

1. Between Femoyer Street and Bear Hollow Drive, 35 mph;

YY. Bleckley Street:

1. Between Mather Boulevard and Peter A. McCuen Boulevard, 35 mph 30 mph;

ZZ. Gold Valley Drive:

1. Between White Rock Road and Sanders Drive, 25 mph;

A1. Mercantile Drive:

1. Between Sunrise Gold Circle and Folsom Boulevard, 35 mph;

B1. Mills Tower Drive:

1. Between White Rock Road and Mills Park Drive, 25 mph;

C1. Rod Beaudry Drive:

1. Between Folsom Boulevard and East Tiffany Lane, 25 mph;

D1. Sanders Drive:

1. Between Sunrise Boulevard and Gold Valley Drive, 30 mph;

E1. Spoto Drive

1. Between Zinfandel Drive and North Mather Boulevard, ~~35mph~~ 25 mph;

F1. Sunrise Gold Circle (N):

1. Between Sunrise Boulevard and Sunrise Gold–Mercantile Drive, 35 mph;

G1. Sunrise Gold Circle (E):

1. Between Sunrise Gold Circle (N) and Sunrise Gold Circle (S), 35 mph;

H1. Sunrise Gold Circle (S):

1. Between Sunrise Boulevard and Sunrise Gold Circle (E), 35 mph;

I1. Sunrise Park Drive:

1. Between Sunrise Boulevard and White Rock Road, 35 mph;

J1, Timberland Drive:

1. Between Douglas Road and Borderlands Drive, 25 mph;

K1. Vehicle Drive:

1. Between Zinfandel Drive and Coloma Road, 35 mph;

L1. W. La Loma Drive:

1. Between Folsom Boulevard and La Loma Drive, 25 mph;

Section 3. Environmental

This action is not a project under the California Environmental Quality Act (“CEQA”) and therefore is exempt from environmental review under CEQA Guidelines section 15061(b)(3). Additionally, this action is categorically exempt from environmental review under the California Environmental Quality Act Guidelines section 15301(c) because it involves the operation of existing streets involving negligible or no expansion of existing use.

Section 4. Severability

If any provision of this Ordinance or the application thereof to any person or circumstances, 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 phase hereof irrespective of the fact that any one or more sections,

ITEM 15.7.

ATTACHMENT 1

subsections, subdivisions, paragraphs, sentences, clauses or phases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

,Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

REDUCED SPEED LIMITS ON SPECIFIC STREETS

Sections:

- 10.50.010 Determination and declaration of prima facie speed limits.
10.50.020 Prima facie speed limits declared.

10.50.010 Determination and declaration of prima facie speed limits.

The city council approves and adopts the engineering and traffic surveys dated November 9, 2020, prepared by the city, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the city clerk. The city council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The city council declares these speed limits as prima facie speed limits for the streets or portions thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof. [Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 2; Ord. 1-2018 § 2; Ord. 13-2015 § 2; Ord. 3-2004 § 1].

10.50.020 Prima facie speed limits declared.

The following prima facie speed limits are established based on prevailing speeds and according to traffic and engineering studies:

A. Baroque Drive:

1. Between Zinfandel Drive and Zinfandel Drive, 35 mph;

B. Bear Hollow Drive:

1. Between Zinfandel Drive and North Mather Boulevard, 35 mph;

C. Business Park Drive:

1. Between Horn Road and Bradshaw Road, 35 mph;

D. Capital Center Drive:

1. Between White Rock Road and International Drive, 35 mph;

E. Chase Drive:

1. Between Coloma Road and Hagan Park, 25 mph;

F. Chrysanthy Boulevard:

1. Between Sunrise Boulevard and Adda Way , 35 mph;

G. Coloma Road:

1. Between Folsom Boulevard and Sunrise Boulevard, 40 mph;

H. Data Drive:

1. Between International Drive and White Rock Road, 35 mph;

ITEM 15.7.

ATTACHMENT 2

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 2/6

I. Disk Drive:

1. Between Data Drive and Prospect Park Drive, 35 mph;

J. Douglas Road:

1. Between Westerly City Limits to Sunrise Boulevard, 55 mph;
2. Between Sunrise Boulevard and Rancho Cordova Parkway, 50 mph;
3. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;
4. Between Americanos Boulevard and Grant Line Road, 50 mph;

K. Explorer Drive:

1. Between Lincoln Village Drive to Lincoln Village Drive, 25 mph;

L. Femoyer Street:

1. Between Macready Ave and International Drive, 30 mph;

M. Fitzgerald Road:

1. Between White Rock Road and Recycle Road, 35 mph;

N. Folsom Boulevard:

1. Between Bradshaw Road and Routier Road, 45 mph;
2. Between Routier Road and Cordova Lane, 40 mph;
3. Between Cordova Lane and Sunrise Boulevard, 40 mph;
4. Between Sunrise Boulevard and Hazel Avenue, 45 mph;

O. Georgetown Drive:

1. Between Coloma Road and McGregor Drive, 25 mph;

P. Gold Camp Drive:

1. Between Sun Center Drive and Prospect Park Drive, 30 mph;

Q. Gold Canal Drive:

1. Between Sun Center Drive and White Rock Road, 35 mph;

R. Gold Center Drive:

1. Between Zinfandel Drive and Prospect Park Drive, 30 mph;
2. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;

S. Horn Road:

1. Between Folsom Boulevard and Routier Road, 35 mph;

ITEM 15.7.

ATTACHMENT 2

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 3/6

T. International Drive:

1. Between Zinfandel Drive and Sunrise Boulevard, 45 mph;
2. Between Mather Field Road and Zinfandel Drive, 45 mph;

U. Kiefer Boulevard:

1. Between Sunrise Boulevard and Rancho Cordova Parkway, 45 mph;

V. Kilgore Road:

1. Between Folsom Boulevard and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 40 mph;

W. Lincoln Village:

1. Between Bradshaw Road and Viking Drive, 35 mph;
2. Between Viking Drive and Routier Road, 25 mph;

X. Luyung Drive:

1. Between White Rock Road and Mechanical Drive, 35 mph;

Y. Mather Field Road:

1. Between International Drive and Folsom Boulevard, 45 mph;
2. Between Peter A McCuen Boulevard and International Drive, 35 mph;

Z. McGregor Drive:

1. Between Folsom Boulevard and Coloma Road, 25 mph;
2. Between Coloma Road and Ambassador Drive, 25 mph;

AA. Mills Station Road:

1. Between Routier Road and Mather Field Road, 35 mph;

CC. Monier Circle:

1. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;

DD. Old Placerville Road:

1. Between Bradshaw Road and Granby Drive, 45 mph;
2. Between Grandy Drive and Routier Road, 45 mph;
3. Between Routier Road and Systems Parkway-McCready Avenue, 45 mph;
4. Between Systems Parkway-McCready Avenue and Rockingham Drive, 45 mph;

EE. Olson Drive:

ITEM 15.7.

ATTACHMENT 2

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 4/6

1. Between Mills Park Drive and Zinfandel Drive, 25 mph;
2. Between Zinfandel Drive and Folsom Boulevard, 35 mph;

GG. Peter A McCuen Boulevard:

1. Mather Boulevard and Femoyer Street, 25 mph;

HH. Prospect Park Drive:

1. Between White Rock Road and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 35 mph;

II. Quality Drive:

1. Between International Drive and White Rock Road, 35 mph;

JJ. Rancho Cordova Parkway:

1. Between Kiefer Boulevard and Douglas Road, 45 mph;

KK. Recycle Road:

1. Between Sunrise Boulevard and Elks Circle, 30 mph;

LL. Reserve Drive:

1. Between Data Drive and International Drive, 35 mph;

MM. Rockingham Drive:

1. Between Mather Field Road and S. White Rock Road, 25 mph;
2. Between Mather Field Road and Old Placerville Road, 35 mph;
3. Between Old Placerville Road and Countryside Way-Nut Plains Drive, 30 mph;

NN. Routier Road:

1. Between Old Placerville Road and Folsom Boulevard, 40 mph;

OO. S. White Rock Road:

1. Between International Drive and White Rock Road, 25 mph;

PP. Sun Center Drive:

1. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;

QQ. Sunrise Boulevard:

1. Between Jackson Highway and Kiefer Boulevard, 55 mph
2. Between Kiefer Boulevard and Herodian Drive, 50 mph;

ITEM 15.7.

ATTACHMENT 2

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 5/6

3. Between Herodian Drive and White Rock Road, 45 mph;
4. Between White Rock Road and Folsom Boulevard, 45 mph;
5. Between Folsom Boulevard and Coloma Road, 45 mph;
6. Between Coloma Road and city limits, southbound, 45 mph;

RR. Systems Parkway:

1. Between Routier Road and Old Placerville Road, 35 mph;

SS. Trade Center Drive:

1. Between Sun Center Road and Mercantile Road, 30 mph;

TT. Trinity River Drive:

1. Between Coloma Road and Sunrise Boulevard, 25 mph;

UU. Vanguard Drive:

1. Between Explorer Drive and Routier Road, 25 mph;

VV. White Rock Road:

1. Between Mills Station Road and Evadna Drive, 25 mph;
2. Between Evadna Drive and Mills Park Drive, 25 mph;
3. Between S. White Rock Road and Zinfandel Drive, 40 mph;
4. Between Zinfandel Drive and Sunrise Boulevard, 40 mph;
5. Between Sunrise Boulevard and Macal Drive, 40 mph;

WW. Zinfandel Drive:

1. Between Sunrise Boulevard and Folsom Boulevard, 25 mph;
2. Between Folsom Boulevard and White Rock Road, 35 mph;
3. Between White Rock Road and International Drive, 40 mph;
4. Between International Drive and city limits, 45 mph.

XX. Airpark Drive:

1. Between Femoyer Street and Bear Hollow Drive, 35 mph;

YY. Bleckley Street:

1. Between Mather Boulevard and Peter A. McCuen Boulevard, ~~35 mph~~ 30 mph;

ZZ. Gold Valley Drive:

1. Between White Rock Road and Sanders Drive, 25 mph;

ITEM 15.7.

ATTACHMENT 2

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 6/6

A1. Mercantile Drive:

1. Between Sunrise Gold Circle and Folsom Boulevard, 35 mph;

B1. Mills Tower Drive:

1. Between White Rock Road and Mills Park Drive, 25 mph;

C1. Rod Beaudry Drive:

1. Between Folsom Boulevard and East Tiffany Lane, 25 mph;

D1. Sanders Drive:

1. Between Sunrise Boulevard and Gold Valley Drive, 30 mph;

E1. Spoto Drive

1. Between Zinfandel Drive and North Mather Boulevard, ~~35 mph~~ 25 mph;

F1. Sunrise Gold Circle (N):

1. Between Sunrise Boulevard and Sunrise Gold–Mercantile Drive, 35 mph;

G1. Sunrise Gold Circle (E):

1. Between Sunrise Gold Circle (N) and Sunrise Gold Circle (S), 35 mph;

H1. Sunrise Gold Circle (S):

1. Between Sunrise Boulevard and Sunrise Gold Circle (E), 35 mph;

I1. Sunrise Park Drive:

1. Between Sunrise Boulevard and White Rock Road, 35 mph;

J1. Timberland Drive:

1. Between Douglas Road and Borderlands Drive, 25 mph;

K1. Vehicle Drive:

1. Between Zinfandel Drive and Coloma Road, 35 mph;

L1. W. La Loma Drive:

1. Between Folsom Boulevard and La Loma Drive, 25 mph;

[Ord. 1-2024 § 2; Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 2; Ord. 1-2018 § 2; Ord. 13-2015 § 2; Ord. 3-2004 § 1].

REDUCED SPEED LIMITS ON SPECIFIC STREETS

Sections:

- 10.50.010 Determination and declaration of prima facie speed limits.
10.50.020 Prima facie speed limits declared.

10.50.010 Determination and declaration of prima facie speed limits.

The city council approves and adopts the engineering and traffic surveys dated November 9, 2020, prepared by the city, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the city clerk. The city council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The city council declares these speed limits as prima facie speed limits for the streets or portions thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof. [Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 2; Ord. 1-2018 § 2; Ord. 13-2015 § 2; Ord. 3-2004 § 1].

10.50.020 Prima facie speed limits declared.

The following prima facie speed limits are established based on prevailing speeds and according to traffic and engineering studies:

A. Baroque Drive:

1. Between Zinfandel Drive and Zinfandel Drive, 35 mph;

B. Bear Hollow Drive:

1. Between Zinfandel Drive and North Mather Boulevard, 35 mph;

C. Business Park Drive:

1. Between Horn Road and Bradshaw Road, 35 mph;

D. Capital Center Drive:

1. Between White Rock Road and International Drive, 35 mph;

E. Chase Drive:

1. Between Coloma Road and Hagan Park, 25 mph;

F. Chrysanthy Boulevard:

1. Between Sunrise Boulevard and Adda Way , 35 mph;

G. Coloma Road:

1. Between Folsom Boulevard and Sunrise Boulevard, 40 mph;

H. Data Drive:

1. Between International Drive and White Rock Road, 35 mph;

ITEM 15.7.

ATTACHMENT 3

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 2/7

I. Disk Drive:

1. Between Data Drive and Prospect Park Drive, 35 mph;

J. Douglas Road:

1. Between Westerly City Limits to Sunrise Boulevard, 55 mph;
2. Between Sunrise Boulevard and Rancho Cordova Parkway, 50 mph;
3. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;
4. Between Americanos Boulevard and Grant Line Road, 50 mph;

K. Explorer Drive:

1. Between Lincoln Village Drive to Lincoln Village Drive, 25 mph;

L. Femoyer Street:

1. Between ~~Mather Boulevard~~Maccready Ave and International Drive, ~~40~~30 mph;

M. Fitzgerald Road:

1. Between White Rock Road and Recycle Road, 35 mph;

N. Folsom Boulevard:

1. Between Bradshaw Road and Routier Road, 45 mph;
2. Between Routier Road and Cordova Lane, 40 mph;
3. Between Cordova Lane and Sunrise Boulevard, 40 mph;
4. Between Sunrise Boulevard and Hazel Avenue, 45 mph;

O. Georgetown Drive:

1. Between Coloma Road and McGregor Drive, 25 mph;

P. Gold Camp Drive:

1. Between Sun Center Drive and Prospect Park Drive, 30 mph;

Q. Gold Canal Drive:

1. Between Sun Center Drive and White Rock Road, 35 mph;

R. Gold Center Drive:

1. Between Zinfandel Drive and Prospect Park Drive, 30 mph;
2. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;

S. Horn Road:

1. Between Folsom Boulevard and Routier Road, 35 mph;

ITEM 15.7.

ATTACHMENT 3

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 3/7

T. International Drive:

1. Between ~~Mather Field Road~~Zinfandel Drive and Sunrise Boulevard, 45 mph;
2. Between Mather Field Road and Zinfandel Drive, 45 mph;

U. Kiefer Boulevard:

1. Between Sunrise Boulevard and Rancho Cordova Parkway, 45 mph;

V. Kilgore Road:

1. Between Folsom Boulevard and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 40 mph;

W. Lincoln Village:

1. Between Bradshaw Road and Viking Drive, 35 mph;
2. Between Viking Drive and Routier Road, 25 mph;

X. Luyung Drive:

1. Between White Rock Road and Mechanical Drive, 35 mph;

Y. Mather Field Road:

1. Between ~~Peter A McCuen Boulevard~~International Drive and Folsom Boulevard, 45 mph;
2. Between Peter A McCuen Boulevard and International Drive, 35 mph;

Z. McGregor Drive:

1. Between Folsom Boulevard and Coloma Road, 25 mph;
2. Between Coloma Road and Ambassador Drive, 25 mph;

AA. Mills ~~Park Drive~~Station Road:

1. Between Routier Road and Mather Field Road, 35 mph;
- ~~2. Between Mather Field Road and White Rock Road, 25 mph;~~

BB. Mills ~~Station Road~~Park Drive:

- ~~1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;~~
- ~~2. Between Mather Field Road and White Rock Road, 25 mph;~~

CC. Monier Circle:

1. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;

DD. Old Placerville Road:

1. Between Bradshaw Road and Granby Drive, 45 mph;
2. Between Grandy Drive and Routier Road, 45 mph;

ITEM 15.7.

ATTACHMENT 3

Rancho Cordova Municipal Code

Page 4/7

Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

3. Between Routier Road and Systems Parkway-McCready Avenue, 45 mph;
4. Between Systems Parkway-McCready Avenue and Rockingham Drive, 45 mph;

EE. Olson Drive:

1. Between Mills Park Drive and Zinfandel Drive, 25 mph;
2. Between Zinfandel Drive and Folsom Boulevard, 35 mph;

~~FF. Paseo Drive:~~

~~1. Between Folsom Boulevard and Las Casas Way, 25 mph;~~

GG. Peter A McCuen Boulevard:

1. Mather Boulevard and Femoyer Street, ~~30~~25 mph;

HH. Prospect Park Drive:

1. Between White Rock Road and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 35 mph;

II. Quality Drive:

1. Between International Drive and White Rock Road, 35 mph;

JJ. Rancho Cordova Parkway:

1. Between Kiefer Boulevard and Douglas Road, 45 mph;

KK. Recycle Road:

1. Between Sunrise Boulevard and Elks Circle, 30 mph;

LL. Reserve Drive:

1. Between Data Drive and International Drive, 35 mph;

MM. Rockingham Drive:

1. Between Mather Field Road and S. White Rock Road, 25 mph;
2. Between Mather Field Road and Old Placerville Road, 35 mph;
3. Between Old Placerville Road and Countryside Way-Nut Plains Drive, 30 mph;

NN. Routier Road:

1. Between Old Placerville Road and Folsom Boulevard, 40 mph;

OO. S. White Rock Road:

1. Between International Drive and White Rock Road, 25 mph;

PP. Sun Center Drive:

ITEM 15.7.

ATTACHMENT 3

Rancho Cordova Municipal Code

Page 5/7

Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

1. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;

QQ. Sunrise Boulevard:

1. Between Jackson Highway and Kiefer Boulevard, 55 mph
2. Between Kiefer Boulevard and Herodian Drive, 50 mph;
3. Between Herodian Drive and White Rock Road, 45 mph;
4. Between White Rock Road and Folsom Boulevard, 45 mph;
5. Between Folsom Boulevard and Coloma Road, 45 mph;
6. Between Coloma Road and city limits, southbound, 45 mph;

RR. Systems Parkway:

1. Between Routier Road and Old Placerville Road, 35 mph;

SS. Trade Center Drive:

1. Between Sun Center Road and Mercantile Road, 30 mph;

TT. Trinity River Drive:

1. Between Coloma Road and Sunrise Boulevard, 25 mph;

UU. Vanguard Drive:

1. Between Explorer Drive and Routier Road, 25 mph;

VV. White Rock Road:

1. Between Mills Station Road and Evadna Drive, 25 mph;
2. Between Evadna Drive and Mills Park Drive, 25 mph
3. Between S. White Rock Road and Zinfandel Drive, 40 mph;
4. Between Zinfandel Drive and Sunrise Boulevard, 40 mph;
5. Between Sunrise Boulevard and Macal Drive, 40 mph;

WW. Zinfandel Drive:

1. Between Sunrise Boulevard and Folsom Boulevard, 25 mph;
2. Between Folsom Boulevard and White Rock Road, 35 mph;
3. Between White Rock Road and International Drive, 40 mph;
4. Between International Drive and city limits, 45 mph.

XX. Airpark Drive:

ITEM 15.7.

ATTACHMENT 3

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 6/7

1. Between Femoyer Street and Bear Hollow Drive, 35 mph;

YY. Bleckley Street:

1. Between Mather Boulevard and Peter A. McCuen Boulevard, ~~35mph~~ 30 mph;

ZZ. Gold Valley Drive:

1. Between White Rock Road and Sanders Drive, 25 mph;

A1. Mercantile Drive:

1. Between Sunrise Gold Circle and Folsom Boulevard, 35 mph;

B1. Mills Tower Drive:

1. Between White Rock Road and Mills Park Drive, 25 mph;

C1. Rod Beaudry Drive:

1. Between Folsom Boulevard and East Tiffany Lane, 25 mph;

D1. Sanders Drive:

1. Between Sunrise Boulevard and Gold Valley Drive, 30 mph;

E1. Spoto Drive

1. Between Zinfandel Drive and North Mather Boulevard, ~~35mph~~ 25 mph;

F1. Sunrise Gold Circle (N):

1. Between Sunrise Boulevard and Sunrise Gold–Mercantile Drive, 35 mph;

G1. Sunrise Gold Circle (E):

1. Between Sunrise Gold Circle (N) and Sunrise Gold Circle (S), 35 mph;

H1. Sunrise Gold Circle (S):

1. Between Sunrise Boulevard and Sunrise Gold Circle (E), 35 mph;

I1. Sunrise Park Drive:

1. Between Sunrise Boulevard and White Rock Road, 35 mph;

J1. Timberland Drive:

1. Between Douglas Road and Borderlands Drive, 25 mph;

K1. Vehicle Drive:

1. Between Zinfandel Drive and Coloma Road, 35 mph;

L1. W. La Loma Drive:

1. Between Folsom Boulevard and La Loma Drive, 25 mph;

ITEM 15.7.

ATTACHMENT 3

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

Page 7/7

[Ord. 1-2024 § 2; Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 2; Ord. 1-2018 § 2; Ord. 13-2015 § 2; Ord. 3-2004 § 1].
~~[Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 3; Ord. 1-2018 § 3; Ord. 13-2015 § 3; Ord. 3-2004 § 2].~~

MEMORANDUM



ITEM 15.8.

DATE: December 15, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Assistant Public Works Director

SUBJECT: **A RESOLUTION APPROVING CONTRACT NO. 2020-7-3 WITH DEWBERRY ENGINEERS INC TO INCREASE THE CONTRACT AMOUNT BY \$965,602.20 TO AN AMOUNT NOT TO EXCEED \$4,097,641.97 FOR FINAL ENGINEERING DESIGN OF THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would support the completion of the final design and state approval coordination for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project that will enhance the City's bicycle and pedestrian network while increasing safety and aesthetic beauty along Zinfandel Drive.

BACKGROUND

US Highway 50 is an impediment to alternative modes of travel within the City of Rancho Cordova, creating a barrier between the north and south sides of the City. While vehicle crossings exist, safe and comfortable bicycle and pedestrian facilities are limited. This results in bicycles sharing the road with high speed vehicles entering and exiting the freeway and major commercial/employment centers. This Project will construct a bicycle and pedestrian facility along Zinfandel Drive from White Rock Road to Folsom Boulevard.

This Project will improve multi-modal access and user comfort by removing the barrier to active transportation created by US 50, connecting communities on both sides of the freeway, including improved access to the Zinfandel light rail station, housing, jobs and education. The completed work will reduce vehicle miles traveled and improve air quality.

In 2021, staff presented the proposed alternatives for the project to Council, with the Tied Arch Bicycle and Pedestrian Overcrossing being the preferred alternative. With the alternative being selected, the project team advanced the environmental and preliminary engineering phases with Caltrans and have actively pursued grant funding for the construction phase. As a result, the City was awarded a \$19,956,000 grant through the State Active Transportation Program for

the construction phase.

The Project is intended and being designed to be an iconic structure for the City of Rancho Cordova. This project also includes an art walk component that will have key art installations along the path that will draw people to visit and experience the beauty of the Zinfandel Drive Bicycle and Pedestrian Overcrossing and Art Walk. A project of this scale and complexity requires additional support to secure the required approvals from the State of California, therefore the proposed amendment captures the additional engineering support, artist coordination, State agency review and approval coordination to complete the design and transition towards the construction phase of the project.

The project is tentatively scheduled to start construction in Summer 2026 and end in Spring 2028.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this project consists of Traffic Mitigation Impact Fees, \$3,377,000 in Federal Highway Improvement Program Grants and \$19,956,000 in State Transportation Improvement Program Funds.

This project is included in the City's approved Capital Improvement Plan and in the 2025/26 City budget. There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2020-07-3

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2020-7-3 WITH DEWBERRY ENGINEERS INC INCREASING THE CONTRACT AMOUNT BY \$965,602.20 TO AN AMOUNT NOT TO EXCEED \$4,097,641.97 FOR FINAL DESIGN AND APPROVAL OF THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, in February 2020, Council approved contract 2020-7 with Dewberry Engineers Inc. in an amount not to exceed \$3,132,039.77 for engineering design, environmental, geotechnical, surveying, and right of way acquisition support services for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project; and

WHEREAS, in June 2023, City administratively approved contract amendment 2020-7-1 to extend the contract term to June 2025; and

WHEREAS, in June 2025, City administratively approved contract amendment 2020-7-2 to extend the contract term to June 2028; and

WHEREAS, the proposed contract amendment 2020-7-3 will increase the contract amount by \$965,602.20 to an Amount not to Exceed \$4,097,641.97 for final engineering design and state approval coordination for the Project; and

WHEREAS, plans for the design and construction of Zinfandel Drive Bicycle and Pedestrian Overcrossing Project have been included in the City's Capital Improvement Plan and Bicycle Master Plan; and

WHEREAS, the Project includes a new pedestrian overcrossing structure over U.S. 50, offset to the east of the existing Zinfandel Drive Overcrossing and establishes a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed Class I bicycle and pedestrian trail would be constructed along the eastern edge of Zinfandel Drive from White Rock Road to US 50 to Olson Drive and then transition to the western edge of Zinfandel Drive to Folsom Boulevard. Single span bridges would be constructed to separate bicycle and pedestrian traffic from vehicular traffic at Gold Center Drive and U.S. 50 ramps; and

WHEREAS, the Project has been awarded funding which currently consists of \$4,230,000 in Traffic Mitigation Impact Fees, \$3,377,000 in Federal Highway Improvement Program Grants and \$19,956,000 in State Active Transportation Program Grant Funds; and

WHEREAS, the contract does not impact the general fund and is included in the City's current approved Capital Improvement Plan and in the 2025/2026 budget; and

WHEREAS, the Project is subject to environmental review under the California Environmental Quality Act (CEQA) and federal environmental review under the National Environmental Policy Act (NEPA) associated with the use of federal funds. The California Department of Transportation, as assigned by the Federal Highway Administration, is the lead agency under the NEPA. The City of Rancho Cordova is the lead agency under CEQA and

ITEM 15.8.

ATTACHMENT 1

acting as the Lead Agency, prepared an initial study to analyze the impacts created by the project; and

WHEREAS, an Initial Study/Mitigated Negative Declaration was prepared and circulated pursuant to Article 6 of the California Environmental Quality Act Guidelines; and

WHEREAS, on August 5, 2024, Council approved a resolution adopting a Mitigation Negative Declaration, Environmental Findings and Mitigation Monitoring Reporting Program for the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute Contract Amendment No. 2020-7-3 with Dewberry Engineers Inc. increasing the Contract amount by \$965,602.97 to an amount not to exceed \$4,097,641.97 for final design and approval of the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

, Mayor

Stacy Leitner, CMC
City Clerk

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
DEWBERRY ENGINEERS INC FOR THE
ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT
CP20-2201, CS80033**

This Third Amendment to the Professional Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Dewberry Engineer, Inc. ("Professional") as of December 15, 2025. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated February 18, 2020, for the purpose of providing or engineering design, environmental, geotechnical, surveying, and right of way acquisition support services for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project; and

WHEREAS, the project will include the improvement of multi-modal access and user comfort by removing the barrier to active transportation mobility created by crossing US 50 and creating a dedicated space with separation from high-speed vehicles. This project will also provide for improved transit stops, including the Zinfandel light rail station on Folsom Boulevard and Zinfandel Drive and will reduce vehicle miles traveled to improve air quality; and

WHEREAS, Amendment 2020-7-1 revised Section 1.1 Performance Period, extending the term of this agreement from June 30, 2022, to June 30, 2025; and

WHEREAS, Amendment 2020-7-2 will amend the Section 1.1 Performance Period, extending the term of this agreement from June 30, 2025 to June 30, 2028; and

WHEREAS, this Amendment 2020-7-3 will amend the Section 2 Compensation, increasing the contract amount by \$965,602.20 to an amount not to exceed \$4,097,641.97; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the Agreement, "Compensation," provides for the City to pay Professional a sum not to exceed Three Million One Hundred Thirty-Two Thousand Thirty-Nine and Seventy-Seven Cents (\$3,132,039.77), The Parties agree to amend Section 2 of the Agreement in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the Agreement is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed **Four Million Ninety-Seven Thousand Six Hundred Forty-One Dollars and Ninety-Seven Cents: (\$4,097,641.97)**, notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. The document entitled "Scope of Services," attached hereto as Exhibit A, shall be combined with and supersede the original Agreement's Exhibit A.
3. The document entitled "Compensation Schedule," attached hereto as Exhibit B, shall be combined with and supersede the original Agreement's Exhibit B.
4. All other terms and conditions in the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. 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 as of the day and year first above written.

CITY OF RANCHO CORDOVA**PROFESSIONAL**

Micah Runner, City Manager

Dennis Haglan, Sr. Vice 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

Dewberry Engineers Inc. | 916.363.4210
11060 White Rock Road, Suite 200 | www.dewberry.com
Rancho Cordova, CA 95670-6061

November 25, 2025

City of Rancho Cordova
Attn: Edgar Medina
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: Contract No. 2020-7/Zinfandel Drive Bicycle and POC Project - Amendment No. 3

Dear Mr. Medina,

Dewberry was awarded the contract to perform professional services for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project in early 2020. Over the last five years we have worked closely with the City to lead a public outreach campaign, perform preliminary engineering services (geotechnical, survey, and utility outreach), develop a distinctive structure and aesthetic details through multiple iterations with City leadership and Council, complete the Environmental Document, secure Caltrans engineering approval of the project, develop the 65% design and submit the first package for Caltrans approval (except for the tied arch structure). We have faced many challenges throughout the development of the project that have been beyond Dewberry original scope assumptions. To date, Dewberry has been utilizing budget reallocation requests to cover those additional efforts. However, we are now approaching the original contract limit and have prepared this Amendment Request to address the out of scope efforts to date and estimated budget to complete the project.

Challenges / Out of Scope Efforts

Management

Due to the additional work required and increase in project duration, additional coordination, meetings, updates, and administration is required beyond the original budgeted fee.

Geotechnical Borings - Reallocation Request No. 1 (-\$25,000) - September 2021

During drilling, Parikh encountered gravel and cobbles which slowed the progress of drilling. They had originally planned for 5 days of drilling which extended into 6.5 days. We had assumed that the work along US50 could be completed utilizing a shoulder closure. During the pre-fieldwork meeting with Caltrans, Caltrans indicated that a full lane closure was required. This required night drilling and traffic control which were not anticipated. The total cost of this additional effort was \$25,000.

To accommodate this out of scope effort (without requesting an amendment), Dewberry requested reallocation from the Project Initiation Document (PID) budget to be applied to Parikh budget. The total cost of this additional effort was approximately \$25,000. There was no change to the overall Dewberry fee.

Aesthetics / Project Scope - June 2021 through September 2023

Throughout the two year period between the June 2021 and September 2023, there were a number of meetings and coordination efforts with the city to develop the overall aesthetics and scope of the project. The following summarizes some of the meetings held to review and determine the ultimate scope of the project:

1. September 2021 - Council Presentation
 - a. Provided Council with an update on the project background, project alternatives, placemaking opportunities, and next steps. Presented various alignment alternatives considered and ultimately rejected. Presented different structure types to be considered including culverts for undercrossings, and a box girder and tied arch for the

POC. First presentation of tied arch concept with non-crossing members. Summarized outreach efforts and potential aesthetic opportunities.

2. November 2021 - Albert Stricker and Maria Kniestedt
 - a. Reviewed Council discussion and discussed potential aesthetic opportunities. Reviewed a number of inspirational themes including grapes, technology, industry, job center, etc. Direction was to develop a theme that was more iconic. Additional discussion about POC structure type, looking for something that is more forward thinking. The POC as presented to Council was not inspiring enough.
3. September 2022 - Albert Stricker and Maria Kniestedt
 - a. Discussed aesthetic development including various themes. Discussed different viewpoint perspectives, the 30 second drive by experience vs. the 45 minute walking experience. First discussion about engaging artists to develop the various sites.
4. October 2022 - City Leadership Meeting
 - a. Presented project background and solicited input from various City Leaders. Discussed various placemaking opportunities.
5. October 2022 - Councilmember Budge
 - a. Focused meeting with Councilmember Budge to review the project details and solicit feedback. Received direction to discuss project with Historian who recently completed documentary on Rancho Cordova.
6. November 2022 - Mike Marando (Historian)
 - a. Received a number of historical details about the City of Rancho Cordova to be used as inspiration for developing the overall project theme.
7. January 2023 - Council Presentation
 - a. Follow up presentation on the changes to the structures to address previous comments received. That includes changing from box culverts to single span bridge structures for undercrossings and the crossing tied arch concept. Reviewed the various themes developed by Atlas Labs. Discussed different placemaking opportunities and solicited feedback from Council.
8. February 2023 - Albert Stricker and Maria Kniestedt
 - a. Additional meetings to discuss direction from Council and latest aesthetic treatments.
9. March 2023 - City Internal Meetings
 - a. City held internal meetings and provided direction on various nodes for aesthetic treatment. Dewberry prepared various layouts and cross sections for the various nodes.
10. September 2023 - Art Curator Kick Off
 - a. The City hired a separate consultant to lead the development and solicitation for art work at the various nodes.
11. July 7, 2025 – Art Discussion with Artist
 - a. The artist presented concepts for adding sculpture of heron onto the POC railing and it was decided to set it as a stand-alone structure on the slope near the westbound on-ramp. Dewberry analyzed the sculpture foundation and provided recommendation for design and detailing. Coordination also included updating the architectural model for purpose of rendering updates to the POC and surrounding area. These were provided to the City and artist to continue with aesthetic concept and design.

The level of effort and coordination required to develop the project theme and aesthetic elements exceeds what was originally assumed as part of Dewberry scope and fee. While Dewberry did not track this effort separately, there was significant effort spent to support the City in developing the project scope and aesthetic elements. Dewberry continues to support the City until the aesthetics are approved by the City and Caltrans. This includes coordination with artists and updating models to incorporate design changes, artists input, City input, and comments from Caltrans.



Pedestrian Undercrossing Updates - Reallocation Request No. 2 - June 2022

Dewberry initially developed Structure Advance Planning Studies (APS) and Geometric Approval Drawings (GAD) assuming that all of the pedestrian undercrossings would be box culverts. Box culverts were initially recommended based on the reduced cost and accelerated construction. When presented to the city, a request was made to provide more open structures and an enhanced user experience. With the change in structure type, additional effort was required to redefine the path geometrics to accommodate the increased span length and to develop the updated APS's and GAD's. Additionally, Dewberry developed updated cost estimates and revised the APS design memo and Project Report to include discussion of both culverts and bridge structures and the challenges associated with each. Dewberry requested reallocation of the remaining budget from the PID task to the Project Report task to cover the additional effort to revise the GAD and APS. There was no change to the overall Dewberry fee.

Project Report - June 2023 through October 2024

The project is within Caltrans Right of Way and therefore requires full engineering oversight. As part of the project development, a Project Report is required to document the engineering solution proposed. This effort requires review by various Functional Units within Caltrans with the final approval at the District Headquarters level. This effort occurs concurrently with the development of the Environmental Document and approval of the Draft Project Report is required prior to circulating the Environmental Document. The following summarizes the submittals to secure approval of the Draft Project Report, required to circulate the Environmental Document.

1. June 6, 2023 - Draft Project Report (DPR) Version 1 to Caltrans
2. September 8, 2023 - DPR Version 1 comments received
3. September 21, 2023 - DPR Version 2 to Caltrans
4. October 31, 2023 - DPR Version 2 comments received
5. November 3, 2023 - DPR Version 3 to Caltrans
6. January 24, 2024 - DPR Version 3 comments received
7. February 7, 2024 - DPR Version 4 to Caltrans
8. February 26, 2024 - DPR Version 4 comments received
9. March 18, 2024 - DPR Version 5 to Caltrans
10. April 15, 2024 - DPR Version 5 comments received
11. April 22, 2024 - DPR Version 6 to Caltrans
12. May 9, 2024 - DPR Version 6 comments received
13. May 15, 2024 - Final Draft Project Report submitted to Caltrans
14. May 23, 2024 - Received signed approval of Draft Project Report

As outlined above, approval of the Draft Project Report took nearly one year to complete. The number of submittals was a function of the Caltrans review process. After each submittal Dewberry received additional comments from different Functional Units within Caltrans. Each submittal required revisions to the Project Report, quality control review, preparation of submittal documents, and submittal to Caltrans.

For the Final Project Report, Dewberry submitted three versions of the document with primarily minor comments from the various Caltrans Deputy Directors. Dewberry secured final approval of the Project Report in late October 2024.

The Project Report budget was completely exhausted in 2023 and the efforts to secure approval were charged to the PS&E phase of the project. No reallocation or amendment was ever requested for the additional effort to secure approval of the Project Report.

Electrical Design - Reallocation Request No. 3 (-\$52,000) - July 2024

As Dewberry started the 65% design efforts, Bennett Engineering Services identified a number of tasks that were required as part of the PS&E which were beyond the original scope assumptions as part of the original Contract. The original scope assumed a simple pedestrian overcrossing with basic lighting and no modification to signals. The additional scope items identified include the following PS&E tasks:



1. Traffic signal modification at the Zinfandel Dr/White Rock Rd intersection (no staging signal)
2. Traffic signal modification at the Zinfandel Dr/Gold Center Dr/US 50 EB off-ramp intersection (permanent signal and 2 temporary staging signal)
3. Traffic signal modification at the Zinfandel Dr/US 50 WB off-ramp intersection (permanent signal and 3 temporary staging signal)
4. Modification of traffic signal interconnect system on Zinfandel Drive from White Rock Road to Folsom Boulevard
5. Modification of freeway fiber optic system on US 50 at proposed guard rail location on south side of US 50
6. Modification of street lighting system on Zinfandel Drive between Olson Drive and Folsom Blvd
7. Installation of LED aesthetic uplighting for the arch on the pedestrian overcrossing over US 50
8. Modification of ramp metering system for the US 50 eastbound diagonal on-ramp from Zinfandel Drive

To accommodate this out of scope effort (without requesting an amendment), Dewberry requested reallocation from the PS&E budget to be applied to Bennett Engineering PS&E budget. The total cost of this additional effort was approximately \$52,000.

Right of Way - Reallocation Request No. 4 (-\$54,000) - August 2024

Interwest requested additional fee to address change in staff and rates due to delays in the project between 2020 and 2024. The approved reallocation included the following:

1. The project was delayed as Dewberry worked through the aesthetics of the bridge and the PA/ED phase with Caltrans. Interwest had a change in staff and rates during that time. Dewberry requested an increase in the labor portion of their fee to accommodate those changes. The change in labor was \$30,740.98.
2. In addition to the change in labor, there was an increase in the other direct costs. The overall number of title reports, appraisals, and review appraisals have not changed but the unit prices increased. The change in ODC is \$23,659.80. Please note, the optional ESA cost has increased from \$12,000.00 to \$26,377.00, the net change in ODC (without ESA) is \$9,282.80.

To accommodate this change in fee (without requesting an amendment), Dewberry requested reallocation from the PS&E budget to be applied to Interwest budget. The total cost of this change was approximately \$54,000.

Utility Potholing - Reallocation Request No. 4 (-\$50,000) - August 2024

Dewberry developed a utility potholing plan based on the information received in response to the "A" letter outreach and solicited proposals from two potholing firms that Dewberry frequently uses for similar work. There are 11 potholes and 1 trench proposed. The costs received in response to our request for potholing fees exceeds what Dewberry had originally assumed in the cost proposal. The work will span a total of 5 days with traffic control required for each day. Dewberry original budget assumed \$25,000 for utility potholing which was based on \$5000 per location. The costs Dewberry received are in the order of \$70,000 which is closer to \$6000 per location. It should be noted that costs are continuing to change based on specific requirements from the City Inspector. Dewberry has not identified final costs as of preparation of this amendment request. Based on the original proposal from the potholing vendor, requested a reallocation from the final design fee to the ODC fee and applied to BESS..

To accommodate this change in fee (without requesting an amendment), Dewberry requested reallocation from the PS&E budget to be applied to ODC budget and applied to BESS. The total cost of this change was \$50,000.

PS&E Development - Reallocation Request No. 5 (+\$90,000) - January 2025

Early this year Dewberry requested a reallocation of a portion of funds from subconsultants to help offset some of the efforts that have been spent beyond Dewberry original scope and fee assumptions. Those efforts included the following:



1. design of steel tied arch structure vs. design of a traditional concrete box girder
2. complicated staging details at Gold Center Drive and the Westbound 50 Ramps for both the bridge structures and traffic
3. path alignment and profile revisions to accommodate utilities, adjacent intersections, retaining wall revisions, and drainage challenges
4. non-standard retaining wall design at two walls requiring additional calculations and detailing
5. coordinating and developing special details to incorporate aesthetic treatment

To accommodate this change in fee (without requesting an amendment), Dewberry requested reallocation of budget from subconsultants Kimley Horn and Atlas Labs to be applied to the PS&E budget. The total cost of this change was \$90,000.

Utility Coordination

There are a number of impacted utilities, specifically on the north side of the project. Dewberry original scope assumed preparation of an impact exhibit and traditional utility letter coordination, "A", "B", and "C" letters. The effort to coordinate with various utilities has exceeded the assumed level of effort and has included various office and field meetings, several iterations with utilities on potential conflicts with updates to various impact exhibits, and significant coordination with potholing subconsultant based on needs of utilities. Dewberry expended all of the utility coordination fee and have been charging the PS&E budget for utility coordination work.

Surveys and Right of Way Engineering

Additional field surveys are required to stake property lines and project improvement limits for utility installation. Additional plat and legals are required to be updated to accommodate right of way negotiation changes.

Complex Bridge Design

The Tied Arch Bridge proposed for the POC is classified as a Complex Bridge according to Caltrans. This classification triggers a number of additional items that would not normally be required for a traditional concrete box girder bridge as originally proposed. Those additional efforts include the following:

1. Development of a Project Specific Design Criteria
2. Coordination with Peer Review Panel as hired independently by the City.
3. Additional scrutiny on the design development including the Type Selection and design calculations.

In addition, the complex bridge design has resulted in additional design effort beyond that originally assumed. The unique nature of the structure has required multiple iterations on the design to satisfy the various unique design requirements. Some examples of the unique requirements of the complex bridge include:

1. Nonlinear analysis of cables to develop optimized stressing based on final displacement profile of the bridge.
2. Coordination with steel fabricators and suppliers to develop constructable solutions for crossing arch elements.
3. Specialized wind analysis of cable structure including sheltering and shadowing effects, and vortex shedding.
4. Coordination with steel installers to understand staging restrictions, hauling requirements, crane placement, and staging durations.
5. Coordination with City and Caltrans to provide access and transport structure along US 50, assemble structure, and construct structure. This requires additional traffic handling exhibits and developing traffic handling plans and coordinating lane closures and work durations.
6. Challenges associated with non-standard connection details associated with using round HSS members.



7. Accounting for fabrication imperfections has led to having to develop two models for analyzing the arch members. One based on theoretical dimensions and one based on imperfection allowances outlined in the project specific design criteria to capture upper and lower bound loading conditions.

Dewberry original scope and fee assumed development of a traditional box girder POC structure, the efforts associated with the complex structure exceed those anticipated during development of the original scope and fee. Dewberry has attempted to work within the available design budget but the additional work to satisfy the complex bridge requirements has contributed to the excess effort spent in the 65% PS&E budget.

65% PS&E

In early 2025 Dewberry requested a reallocation to help offset some of the additional design effort spent at that time in development of the PS&E. In addition to the items described above, the 65% PS&E package has exceeded Dewberry initial estimate in terms of the number of sheets required, specifically for the structures. Each sheet requires time for both engineering and drafting. The following summarizes the assumed structure sheets versus those developed to support the 65% PS&E submittal. Sheet counts are typically an acceptable method for estimating the level of effort required for development of PS&E.

1. Gold Center Drive - The original scope assumed 11 total structure sheets. As part of the 65% PS&E submittal, 23 structure sheets were developed. Additional sheets were required at the abutment to appropriately detail the shear keys, the transition to the adjacent retaining walls and to accommodate the street light as part of the abutment stem wall. Additional aesthetic sheets were also required identifying the limits and details of texture to be applied to the face of the abutment.
2. Pedestrian Undercrossing - Similar to Gold Center, the original scope assumed 11 total structure sheets. As part of the 65% PS&E submittal, 24 structure sheets were developed. Additional sheets were required to detail the shear keys, the complicated geometry of the abutment footings and slope paving connection, soffit lighting details, fence post layouts and details, and slope paving in front of and adjacent to the abutments.
3. US50 Westbound On-Ramp Pedestrian Undercrossing - Again the original scope assumed 11 total structure sheets. As part of the 65% PS&E submittal, 18 structure sheets were developed. Additional sheets were required at the abutment to detail the shear keys, the slope paving in front of the bridge and the aesthetic treatment on the abutment and wingwalls.
4. US50 Westbound Off-Ramp Pedestrian Undercrossing - Again the original scope assumed 11 total structure sheets. As part of the 65% PS&E submittal, 18 structure sheets were developed. Additional sheets were required at the abutment to detail the shear keys, the slope paving in front of the bridge and the aesthetic treatment on the abutment and wingwalls.
5. Pedestrian Overcrossing - The original scope assumed 35 total structure sheets based on the assumption that it would be a traditional box girder structure with aesthetic fencing, similar to the reference project in West Sacramento. The current sheet count stands at 66 total sheets, with the additional sheets primarily associated with the additional details required for the steel tied arch structure.

For the bridge structures this represents an increase in the number of sheets from 79 assumed as part of the original scope and fee to 154 current sheets. Dewberry has done its best to duplicate details where possible, but this has been limited to primarily the fence details and aesthetic details. The additional 50 sheets represent a significant increase in the sheets required over those assumed as part of the original scope and fee.

A similar conclusion can be made about the retaining walls. The original scope and fee assumed we would have one set of non-standard MSE walls with a total sheet count of 17. Dewberry has since eliminated the MSE walls but there are non-standard walls at Retaining Walls 1, 2, and 4 that require special detailing and standalone calculations. The total sheet count for the retaining walls is 26. The additional sheets are primarily associated with the aesthetic treatment and fencing details.



Independent Check

Dewberry original contract utilized BRG Engineering to perform the independent check services for the non-complex structures. BRG Engineering recently notified us that they do not have the capacity to complete those services. As part of this amendment request, Dewberry requests that the remaining BRG budget be reallocated to Dewberry so that Dewberry can have its internal staff complete the independent check of the traditional structures.

95% PS&E

Due to the complex bridge design, PEER review and independent check of this unique structure, additional response to comments, additional detailing, and additional plan updates will be required. This effort is beyond the original scope and budget.

Per City direction, the signal at the northeast corner of Zinfandel Drive and White Rock Road will be replaced and the sidewalk extended along White Road approximately 400 feet with lighting adjustments.

Additional electrical modifications to accommodate access, staging, and transport of complex bridge elements and other project elements include:

- Modification of ramp metering system for the US 50 westbound loop on-ramp from Zinfandel Drive northbound
- Modification of freeway lighting system US 50 westbound loop on-ramp
- Electric service system for irrigation controller (and booster pump, if required)
- Temporary ramp metering system at US 50 westbound loop on-ramp during construction stages (assume 4 stages)
- Temporary street lighting system at US 50 westbound loop on-ramp during construction stages (assume 3 stages)

100% PS&E

Due to the complex bridge design, PEER review and independent check of this unique structure, additional response to comments, additional detailing, and additional plan updates will be required. Additional City and Caltrans review of added electrical and temporary systems will also require more coordination and plan updates. It is anticipated that a second and third 100% PS&E submittal will be required prior to Caltrans Final PS&E approval. This work is beyond the original scope and budget.

The total estimated not to exceed amount of these services is \$965,602.20 and brings our total Not to Exceed contract amount to \$4,097,641.97. These additional services will be billed on a time and materials basis at our current 2025 rates.

Please let me know if you have any questions or comments about this proposal and thank you again for the opportunity to serve the City of Rancho Cordova.

Sincerely,

Dewberry Engineers Inc.



Jose Silva, P.E.

Project Manager/Vice President



EXHIBIT B
COMPENSATION

Zinfandel Drive Bicycle & Pedestrian Overcrossing Project

City of Rancho Cordova

Dewberry Engineers Inc.

Contract No. 2020-7 (Amendment No. 3)

11/25/2025

Prime

Cost Proposal

		Structural QA/QC Kevin Ross	Roadway QA/QC F. Jose Silva	Lead Bridge Design Engineer Jeffrey Elmsdorp	Lead Roadway Design Engineer Nathan Donnelly	ENGINEER II Jonathan Jantez	CADD TECHNICIAN IV Stephanie Morales	ENGINEER VII Miguel Ramirez	DESIGNER V Keith Drestach	ENGINEER II Grace Adams	ENGINEER II Francis Calamito	ENGINEER I Kil Kaawalea	ENGINEER VI Lew Kinnabrew	CADD TECHNICIAN IV Eduardo Cienfuegos	Professional I Rosana Avila	TASK HOURS	TASK COSTS
Loaded Rate:		\$350.73	\$350.73	\$270.12	\$267.84	\$151.78	\$173.43	\$287.36	\$226.54	\$163.76	\$140.41	\$128.75	\$257.02	\$178.11	\$123.19		
Task #	Task Name																
1.1	Project Management		40													40	\$14,029.09
1.2	Project Meetings	20	20	20	20	20										100	\$27,823.78
1.3	Caltrans Coordination	20	80	8	20	40										168	\$48,661.54
1.5	Reporting and Invoicing		8												24	32	\$5,762.45
Total Task 1		40	148	28	40	60									24	340	\$96,276.87
Subtotal Phase 1		40	148	28	40	60									24	340	\$96,276.87
3.0	Utility Coordination																
3.1	Utility Impact Exhibit			8	8	80										96	\$16,445.84
3.2	Utility Letters			24	8	80										112	\$20,767.73
3.3	Prepare Documents for Caltrans Utility Relocation Procedure			4		40										44	\$7,151.56
Total Task 3				36	16	200										252	\$44,365.13
Subtotal Task 3				36	16	200										252	\$44,365.13
9.0	Plans, Specifications, and Estimates																
9.3	Final Design Engineering																
9.3.1	65% Bridge Design	60		24												84	\$27,526.48
9.3.2	65% Bridge Plans	24		24					200	100	60	32	80			520	\$109,690.78
9.3.3	65% Roadway Design and Plans		40		120	200	80									440	\$90,399.96
9.3.6	95% Bridge Design and Plans	40							140	160	120	40	20			520	\$99,085.72
9.3.7	95% Roadway Design and Plans		20		80	160	200									460	\$87,412.93
9.3.8	Technical Special Provisions	24	20												8	52	\$16,417.54
9.3.9	Final Bridge Design and Plans	40		8					200	160	40	20	80			548	\$116,453.04
9.3.10	Final Roadway Design and Plans		20		160	200	160									540	\$107,973.74
Total Task 9		188	100	56	360	560	440		540	420	220	92	180		8	3164	\$654,960.20
Subtotal Task 9		188	100	56	360	560	440		540	420	220	92	180		8	3164	\$654,960.20
TOTAL DIRECT LABOR HOURS		228	248	120	416	820	440		540	420	220	92	180		32	3756	\$795,602.20
OTHER DIRECT COSTS (see attached sheet)																	\$170,000.00
TOTAL PROJECT COST																	\$965,602.20

COST PROPOSAL 1 Page 1 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Dewberry Engineers Inc.☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. Zinfandel Drive Bicycle & Pedestrian Overcrossing P

Contract No.

Contract No. 2020-7Date: 11/25/2025**DIRECT LABOR**

(Amendment No. 2)

Classification/Title	Name	Hours	Actual Hourly Rate	Range	Total
ENGINEER IX	Kevin Ross*	228.0	\$120.00	\$117 - \$119	\$27,360.00
PRINCIPAL	F. Jose Silva*	248.0	\$120.00	\$120 - \$120	\$29,760.00
ENGINEER VII	Jeffrey Elmensdorp*	120.0	\$92.42	\$82 - \$100	\$11,090.40
ENGINEER VII	Nathan Donnelly*	416.0	\$91.64	\$82 - \$100	\$38,122.24
ENGINEER II	Jonatan Juarez	820.0	\$51.93	\$42 - \$53	\$42,582.60
CADD TECHNICIAN IV	Stephanie Morales	440.0	\$59.34	\$54 - \$62	\$26,109.60
ENGINEER VII	Miguel Ramirez		\$98.32	\$82 - \$100	
DESIGNER V	Keith Dresbach	540.0	\$77.51	\$70 - \$87	\$41,855.40
ENGINEER II	Grace Adams	420.0	\$56.03	\$42 - \$53	\$23,532.60
ENGINEER II	Francis Casimiro	220.0	\$48.04	\$42 - \$53	\$10,568.80
ENGINEER I	Kili Kaawaloa	92.0	\$44.05	\$36 - \$47	\$4,052.60
ENGINEER VI	Levi Kinnebrew	180.0	\$87.94	\$77 - \$90	\$15,829.20
CADD TECHNICIAN IV	Eduardo Cisneros		\$60.94	\$54 - \$62	
PROFESSIONAL I	Rosina Avila*	32.0	\$42.15	\$30 - \$41	\$1,348.80
PRINCIPAL	To Be Determined		\$120.00	\$120 - \$120	
ENGINEER IX	To Be Determined		\$118.12	\$117 - \$119	
ENGINEER VIII	To Be Determined		\$107.59	\$101 - \$114	
ENGINEER VII	To Be Determined		\$90.95	\$82 - \$100	
ENGINEER VI	To Be Determined		\$83.67	\$77 - \$90	
ENGINEER V	To Be Determined		\$71.02	\$64 - \$78	
ENGINEER IV	To Be Determined		\$66.65	\$61 - \$72	
ENGINEER III	To Be Determined		\$53.87	\$48 - \$60	
ENGINEER II	To Be Determined		\$47.08	\$42 - \$53	
ENGINEER I	To Be Determined		\$41.59	\$36 - \$47	
PROFESSIONAL IX	To Be Determined		\$115.25	\$87 - \$144	
PROFESSIONAL VIII	To Be Determined		\$101.77	\$92 - \$112	
PROFESSIONAL VII	To Be Determined		\$86.47	\$81 - \$92	
PROFESSIONAL VI	To Be Determined		\$82.26	\$72 - \$93	
PROFESSIONAL V	To Be Determined		\$75.08	\$66 - \$84	
PROFESSIONAL IV	To Be Determined		\$61.45	\$55 - \$68	
PROFESSIONAL III	To Be Determined		\$54.39	\$48 - \$61	
PROFESSIONAL II	To Be Determined		\$50.19	\$42 - \$59	
PROFESSIONAL I	To Be Determined		\$35.72	\$30 - \$41	
DESIGNER VI	To Be Determined		\$85.91	\$74 - \$98	
DESIGNER V	To Be Determined		\$78.61	\$70 - \$87	
DESIGNER IV	To Be Determined		\$71.49	\$63 - \$80	
DESIGNER III	To Be Determined		\$62.63	\$54 - \$71	
DESIGNER II	To Be Determined		\$53.72	\$46 - \$62	
DESIGNER I	To Be Determined		\$43.13	\$34 - \$52	
CADD TECHNICIAN V	To Be Determined		\$69.64	\$63 - \$77	
CADD TECHNICIAN IV	To Be Determined		\$57.75	\$54 - \$62	
CADD TECHNICIAN III	To Be Determined		\$46.54	\$40 - \$53	
CADD TECHNICIAN II	To Be Determined		\$37.92	\$35 - \$41	
CADD TECHNICIAN I	To Be Determined		\$32.36	\$25 - \$39	
TECHNICAL VI	To Be Determined		\$71.66	\$60 - \$83	
TECHNICAL V	To Be Determined		\$60.78	\$53 - \$68	
TECHNICAL IV	To Be Determined		\$55.34	\$50 - \$61	
TECHNICAL III	To Be Determined		\$51.93	\$44 - \$60	
TECHNICAL II	To Be Determined		\$41.27	\$34 - \$49	
TECHNICAL I	To Be Determined		\$22.07	\$18 - \$26	
CONSTRUCTION PROFESSIONAL VII	To Be Determined		\$137.10	\$129 - \$145	
CONSTRUCTION PROFESSIONAL VI	To Be Determined		\$123.39	\$112 - \$135	
CONSTRUCTION PROFESSIONAL V	To Be Determined		\$103.81	\$98 - \$110	
CONSTRUCTION PROFESSIONAL IV	To Be Determined		\$92.06	\$86 - \$98	
CONSTRUCTION PROFESSIONAL III	To Be Determined		\$80.30	\$74 - \$87	
CONSTRUCTION PROFESSIONAL II	To Be Determined		\$66.59	\$59 - \$74	
CONSTRUCTION PROFESSIONAL I	To Be Determined		\$54.84	\$50 - \$60	
INSPECTOR VII **	To Be Determined		\$103.81	\$98 - \$110	
INSPECTOR VI **	To Be Determined		\$88.14	\$79 - \$97	
INSPECTOR V **	To Be Determined		\$78.34	\$75 - \$82	
INSPECTOR IV **	To Be Determined		\$68.55	\$63 - \$74	
INSPECTOR III **	To Be Determined		\$60.72	\$56 - \$65	
INSPECTOR II **	To Be Determined		\$47.01	\$37 - \$57	
INSPECTOR I **	To Be Determined		\$37.21	\$34 - \$40	
ADMIN PROFESSIONAL V	To Be Determined		\$67.62	\$63 - \$72	
ADMIN PROFESSIONAL IV	To Be Determined		\$58.62	\$50 - \$67	
ADMIN PROFESSIONAL III	To Be Determined		\$45.19	\$39 - \$52	
ADMIN ASSISTANT II	To Be Determined		\$38.43	\$34 - \$43	

COST PROPOSAL 1 Page 1 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant:	Dewberry Engineers Inc.	☒ Prime Consultant	☐ Subconsultant	☐ 2nd Tier Subconsultant
Project No.	Zinfandel Drive Bicycle & Pedestrian Overcrossing P	Contract No.	Contract No. 2020-7	Date: 11/25/2025
	GEOGRAPHER/GIS IX	To Be Determined	\$113.15	\$106 - \$120
	GEOGRAPHER/GIS VIII	To Be Determined	\$97.23	\$88 - \$106
	GEOGRAPHER/GIS VII	To Be Determined	\$83.09	\$76 - \$90
	GEOGRAPHER/GIS VI	To Be Determined	\$72.48	\$67 - \$78
	GEOGRAPHER/GIS V	To Be Determined	\$63.64	\$59 - \$68
	GEOGRAPHER/GIS IV	To Be Determined	\$56.57	\$50 - \$63
	GEOGRAPHER/GIS III	To Be Determined	\$49.50	\$46 - \$53
	GEOGRAPHER/GIS II	To Be Determined	\$40.66	\$33 - \$48
	GEOGRAPHER/GIS I	To Be Determined	\$37.13	\$36 - \$38
Total			3,756.0	\$272,212.24

LABOR COSTS

a) Subtotal Direct Labor Costs	\$272,212.24	
b) Anticipated Salary Increases (Note 3)		
Optional Anticipated Salary		
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$272,212.24

INDIRECT COSTS

INDIRECT COSTS			
d1) Fringe Benefits (OFFICE Rate):	58.82%	e) Total Fringe Benefits [(c) × (d)]	\$160,122.94
f1) Overhead (OFFICE Rate):	102.13%	g) Overhead [(c) × (f)]	\$278,023.93
h1) General and Administrative (OFFICE Rate):		i) Gen & Admin [(c) × (h)]	
d2) Fringe Benefits (FIELD Rate):	58.77%	e) Total Fringe Benefits [(c) × (d)]	
f2) Overhead (FIELD Rate):	78.52%	g) Overhead [(c) × (f)]	
h2) General and Administrative (FIELD Rate):		i) Gen & Admin [(c) × (h)]	
j) INDIRECT COSTS BEFORE FCCM [(e)+(g)+(i)]			\$438,146.87

FIXED FEE

k) TOTAL FIXED PROFIT [(c) + (j)] × fixed fee		12%	\$85,243.09
o) Facilities Capital Cost of Money (Rate):		FCCM [(o) × (c)]	

1) SUBCONSULTANT'S

Description	Quantity	Unit	Unit Cost	Total
Parikh	1	LS	\$25,000.00	\$25,000.00
Unico	1	LS	\$20,000.00	\$20,000.00
Electrical Design (Bennett)	1	LS	\$65,000.00	\$65,000.00
Aesthetics (Atlas)	1	LS	\$60,000.00	\$60,000.00
Subtotal				\$170,000.00

l) TOTAL SUBCONSULTANTS \$170,000.00

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] \$170,000.00

TOTAL COST [(c) + (j) + (k) + (i) + (n)] \$965,602.20

NOTES:

- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.
- Billing rate = (actual hourly rate) * ((1 + ICR) * (1 + Fee)) + (actual hourly rate * FCCM). All costs must comply with the Federal cost principles for reimbursement.

January 2020

MEMORANDUM



ITEM 16.1.

DATE: December 15, 2025
TO: Honorable Mayor and Council Members
FROM: Rachel Trinh, Development Senior Analyst
SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF RANCHO CORDOVA FOR THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT AND A RESOLUTION APPROVING THE AMENDMENT TO THE APPROVED CONDITIONS OF APPROVAL BETWEEN THE CITY OF RANCHO CORDOVA AND LAL BROTHERS, LLC RELATIVE TO THE DOUGLAS 103 PROJECT**

RECOMMENDATION

Waive the first reading and introduce the Ordinance. Adopt a Resolution Approving the Amendment to the Conditions of Approval.

RESULT OF RECOMMENDED ACTION

The Ordinance would come back for a second reading and adoption at the next Regular City Council Meeting. Adoption of the Resolution would amend the conditions of approval, reflecting the new requirements for Lot "A".

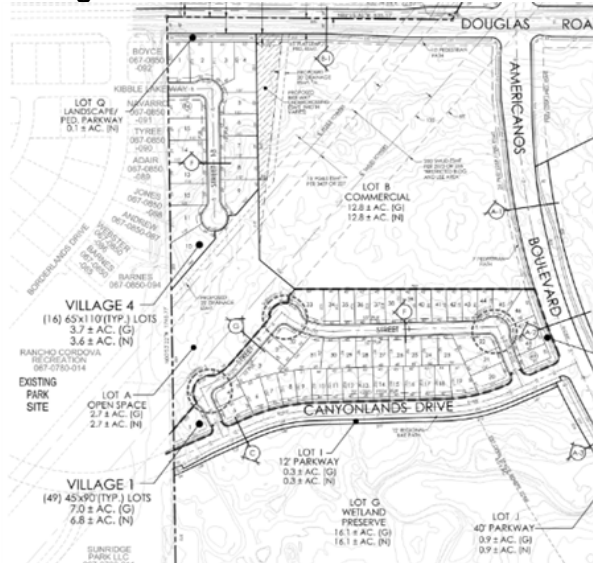
BACKGROUND

The Douglas 103 project was originally approved in 2006 and included a Specific Plan Amendment/Rezone and a Tentative Subdivision Map (Large and Small) for 301 lots in an RD-15, RD-10, and RD-5 (residential) and O (open space) designations. The project included two park areas totaling 5.2 acres, 43.8 acres of wetland preserve, 0.3 acres of landscape corridor, and three commercial parcels. A Development Agreement (DA) was also adopted in 2006. On April 6, 2015, the city approved amendments to the Large Lot Tentative Map, Small Lot Tentative Map, and the conditions of approval. The first amendment to the DA (First Amendment) was adopted on May 4, 2015, which amended certain sections of the DA including certain project approvals, the term of the DA, park development and dedication obligations among other material terms. Specifically, the First Amendment addressed the dedication, improvements, and the maintenance of the open space, Lot "A".

Lot "A" (**Figure 1**) is located within the powerline corridor, immediately north of an existing park, Sunridge Park. Per the First Amendment to the DA, Lot "A" will be dedicated to the city and will be improved with landscaping, a 12-foot-wide Class 1 trail with 2-foot-wide shoulders, and other associated facilities to the satisfaction of the city. This Class 1 trail is intended to serve as a trail connection within the powerline corridor, connecting the existing trail improved by The Ranch project to Sunridge Park and along the westerly boundary of the project's commercial parcel

and ultimately to Douglas Road.

Figure 1: Lot “A” Site Location



In February 2025, Lennar Homes of California, LLC submitted, and staff approved, a phasing plan (**Figures 2 and 3**) rerouting the proposed Class 1 trail in Lot “A” to be along Canyonlands Drive then heading north on Americanos Boulevard and ultimately, connecting to the intersection of Americanos Boulevard and Douglas Road.

Figure-2: Trail on Canyonlands Drive

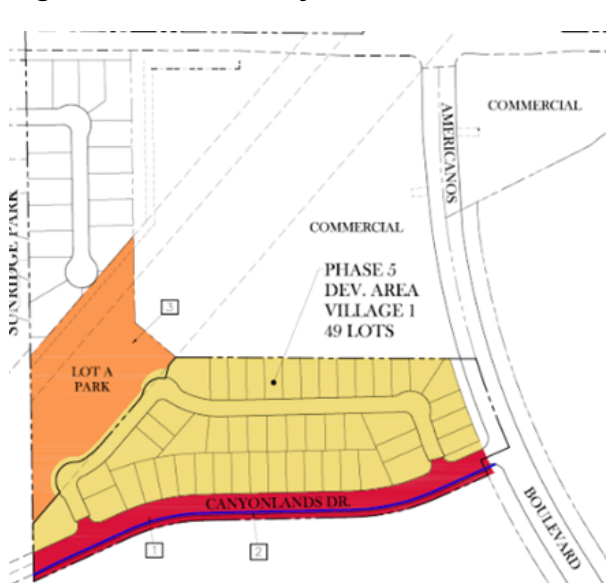
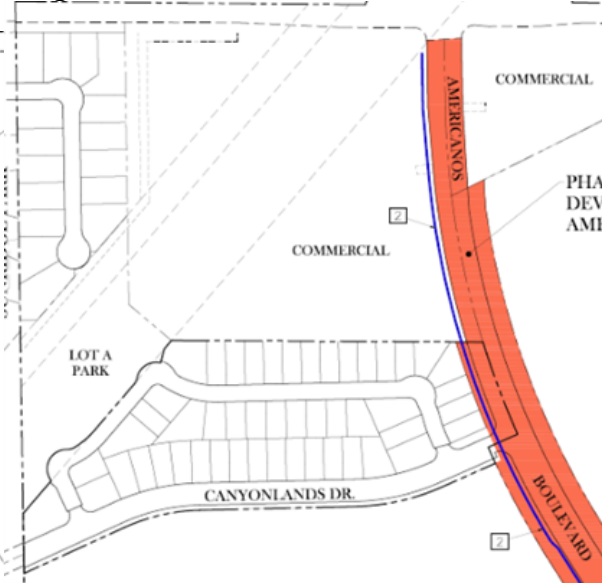


Figure-3: Trail on Americanos Boulevard



Since the Class 1 trail is no longer going to be located within Lot “A”, Cordova Recreation and Park District (CRPD) has agreed to take over the ownership and maintenance of this lot, as an extension to the existing park. Lot “A” will be improved by CRPD with minimal landscaping and internal walkways, connecting this open space area to adjacent residential streets.

PROJECT ANALYSIS

Development Agreement Second Amendment:

The proposed Second Amendment to the DA would modify the improvement requirements, ownership, and maintenance of Lot "A" as listed in Section 6.4.1 (Attachment 4). All other terms of the DA remain unchanged.

Amendment to the Conditions of Approval:

The original approved conditions of approval reflected the first amendment to the DA. Therefore, amending the conditions of approval (Attachment 2) is necessary to reflect the new requirements of Lot "A", as specified in the Second Amendment.

ENVIRONMENTAL ANALYSIS

The proposed project has been analyzed as part of the Sunridge East Project Environmental Impact Report (EIR), in compliance with the California Environmental Quality Act (CEQA). Approval of this Second Amendment is exempt from further environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3) which states that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Amendment is exempt from CEQA because the ownership and maintenance responsibilities would change from the city to CRPD, and the land use would remain the same (Open Space). It can therefore be seen with a certainty that there will be no significant effect on the environment.

FISCAL IMPACT AND FUNDING SOURCE

The proposed Second Amendment to the Development Agreement and the Amendment to the Conditions of Approval would not have any fiscal impact since the city will not own or be responsible for the maintenance for Lot "A".

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution – Conditions of Approval Amendment
3. Ordinance
4. Exhibit A to the Ordinance – Second Amendment to the Development Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE CONDITIONS OF
APPROVAL FOR DOUGLAS 103 PROJECT NO. DD8502**

WHEREAS, In 2005, the city adopted a Mitigated Negative Declaration (“MND”) as the California Environmental Quality Act (“CEQA”) environmental review for the Sunridge East Projects which included Douglas 103, Douglas 98, Grant Line 208, and Arista Del Sol. The Sunridge East (“Project”) MND relied upon, and incorporated by reference, the SDCP/SRSP EIR. In the Sunridge East MND, the city concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the city in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 21-2006, which adopted the Development Agreement, are still accurate and relevant to this Second Amendment; and

WHEREAS, In 2006, the City Council approved a Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Map for Douglas 103 Project, consisting of 111.2 acres of commercial and low-density residential development. The Douglas 103 Project is located at the southwest and southeast corner of Douglas Road and the future Americanos Boulevard (hereinafter known as the “Property”); and

WHEREAS, in 2012 an Assumption Agreement was recorded transferring ownership of the Douglas 103 project from Douglas Grantline 103 LLC to LAL Brothers LLC (“Landowner”); and

WHEREAS, on April 6, 2015, the City Council adopted Resolution No. 45-2015 approving amendments to the Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map and the Conditions of Approval for the Douglas 103 Project; and

WHEREAS, on May 4, 2015, the City Council, adopted Ordinance No. 7-2015, which was recorded in the Official Records of Sacramento County as Book 20200513 Page 0862. The Ordinance amended certain sections of the Development Agreement (“First Amendment”) including certain project approvals, the term of the Development, park development and dedication obligations among other materials terms; and

WHEREAS, pursuant to Government Code Section 65868, the city and Landowner desire to modify and revise the Development Agreement and the approved Conditions of Approval for the Landowner to dedicate the open space site (“Lot A”) to Cordova Recreation and Park District (“CRPD”); and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

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

1. The Project has been analyzed in accordance with the California Environmental Quality Act (CEQA)(Public Resource Code Section 2100 et. seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et. Seq.) based upon the following finding:

The Project is exempt from further environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed action is exempt from CEQA because the only change is the ownership and maintenance of Lot A, and it can therefore be seen with a certainty that there will be no significant effect on the environment.

2. The Amendment to the Conditions of Approval are consistent with the objectives, policies, general land uses and programs specified and contained in the city's General Plan in that: (a) the Project remains predominantly low-density residential and consistent with the General Plan and Zoning Code; (b) the only changes made to the Conditions of Approval is the dedication of the open space, Lot A to and be maintained by CRPD. All other previously approved conditions remain the same.
3. Because the Amendment to the Conditions of Approval only changes the ownership and maintenance of Lot A, it is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the property is located.
4. The Amendment to the Conditions of Approval is in conformity with public convenience, general welfare and good land use policies in that the Amendment to the Conditions of Approval will continue to implement land use guidelines set forth in the General Plan and help fund infrastructure needed to serve new development.
5. The Amendment to the Conditions of Approval will not be detrimental to the health, safety, and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan.
6. The Amendment to the Conditions of Approval will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan.
7. The Amendment to the Conditions of Approval is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and have been processed consistent with all the procedural requirements thereof.

BE IT FURTHER RESOLVED, that the City Council of the City of Rancho Cordova hereby approves the Amendment to the Conditions of Approval as set forth in Exhibit A, attached hereto, for the Douglas 103 Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 16.1.

ATTACHMENT 1

ABSTAIN:

,Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and Signature)
1.	The project approval is for a Rezone of the SunRidge Specific Plan and a Tentative Tract Map for 198 residential lots in the RD-5 and RD-10 designations. A total of 2.7 acres of Neighborhood Green, 0.8 Acres of Open Space 16.1 acres of commercial and 3.8 acres of commercial/mixed use are provided, along with a delineated 43.8 acres wetland preserve. A Development Agreement will accompany the project approval. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan.	General	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	The Tentative Subdivision Map approval is valid for three years from the date of City Council	Subdivision	Three years, commencing	Planning	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of a Development Agreement.		with the date of approval.		
4.	The applicant shall comply with all the mitigation measures included in the Sunridge East Mitigated Negative Declaration dated August 2005 and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is \$7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	Environmental	On-Going	Planning	
5.	A \$5,000 balance must be in place to ensure annual review of the Development Agreement required by State Law.	Development Agreement	On-Going	Planning	
6.	As described in Section 6.4.1.i of the Amended Development Agreement, the Landowner's open space land obligation of 0.58 acres calculated by 198 DUE x .00295 (factor) will be satisfied by the dedication of the improved Open Space Lot A and Lot H. Lot A will be dedicated to and maintained by Cordova Recreation and Park District (CRPD). Lot H All open space and trails parcels will be dedicated to and maintained by the City. Lot H will be designed and constructed	Open Spaces (Lot A and Lot H)	Prior to or concurrent with recordation of final map.	CRPD/Planning/ Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
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	by the applicant to the satisfaction of the City prior to the dedication. Dedicate land through an irrevocable deed of dedication or pay in-lieu fees or a combination of both for park purposes, as described above and in accordance with the Development Agreement between the City and the Developer and the Park Development Agreement between the Park District and the Developer.				
7.	The Applicant shall submit payment as needed for Development Review, Plan Review/ Plan Check Fees required by the Cordova Recreation and Parks City (CRPD).	Construction	On-Going	CRPD	
8.	Repair all damage to existing road system attributed to the construction of the project, as determined by the Public Works Director.	Construction	On-Going	Public Works	
9.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	Financial	On-Going	Public Works/Building/Planning	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and Signature)
10.	To ensure adequate access to SMUD equipment, all paved surfaces shall be accessible to a 26,000 pound SMUD service vehicle in all weather. The placement of SMUD equipment shall be no further than 15 feet from a said drivable street surface that has a minimum width of 20 feet.	Utilities	On-Going	SMUD	
Prior to Final Map					
11.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program and pay recordation fees to the County Recorder's Office.	Subdivision	Prior to approval of final map.	Planning/Public Works	
12.	Applicant shall pay any outstanding staff costs associated with the preparation of the tentative map.	Subdivision	Prior to approval of final map.	Planning/Public Works	
13.	Grant Irrevocable Offer of Dedication for all streets to serve the Large Lots, to the satisfaction of the City Engineer.	Subdivision	Prior to or concurrent with recordation of Final Map	Public Works	
14.	Dedicate the right of way for Douglas Road and Americanos Blvd, within the project boundary per the approved tentative map cross section.	Subdivision	Prior to recording of the first Map	Public Works	
15.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Subdivision	Prior to recording of the first Map	Public Works	
16.	Applicant agrees to dedicate Lot A and receive Quimby park land credit at 25% (0.67 acres to apply to Quimby park land credit for 2.7-acre	Parks	Prior to or concurrent with	CRPD/Planning/ Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	parcel). The remaining Quimby park land requirement will be satisfied by submitting payment of In Lieu fee directly to Cordova Recreation and Park District (CRPD) for 2.25 acres to satisfy the project's 2.92 acre Quimby Parkland requirement per RCMC 22.40. CRPD will provide the City with written receipt of the in-lieu fee and confirmation that the applicant has fully satisfied the Quimby requirements prior to the City approving final maps. Amount to be paid shall be a sum calculated per RCMC 22.40.040. The appraisal shall be performed per RCMC 22.40.045. Payment for in-lieu fees shall be received by CRPD prior to City's approval of final map.		recordation final map.		
17.	Prior to the recordation of any final subdivision map, Landowner shall enter into a park development agreement with the Park District. Park sites will be accepted by the Park District for maintenance pursuant to the terms of the park development agreement. The park development agreement shall address, but not be limited to, the specific facilities to be constructed, deeding of the dedicated Quimby	Parks	Prior to approval of final map.	Public Works/CRPD	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

	<u>Action/Task</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	Act park land to the Park District, and payment of in-lieu Quimby Act fees by Landowner to the Park District. The City shall be named a third party beneficiary to the park development agreement. Landowner shall pay all costs incurred by the City and the Park District in preparing the park development agreement. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirements described in Development Agreement Section 6.4.1 and 6.4.2.				
18.	Wetland Lots F & G shall have a maintenance entity established and a financing plan approved by the Public Works and Community Development Directors.	Environmental	Prior to approval of final map.	Planning/Public Works	
19.	Obtain all applicable permits from the California Department and Fish and Wildlife and U.S. Army Corp. of Engineers. The City will not accept any conservation or other conditional easement on the drainage courses to be conveyed to the City.	Environmental	Prior to approval of final map.	Planning/Public Works	
20.	Provide a floodplain easement/IOD pursuant to the City of Rancho Cordova Floodplain Management Ordinance, Sacramento County Water Agency Code, and City of Rancho Cordova Improvement Standards	Environmental	Prior to approval of final map.	Planning/Public Works	
21.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new	Infrastructure	Prior to final map or issuance of building	Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and Signature)
	public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City of Rancho Cordova's Communities Facilities City No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the project's public improvements. The property owner shall support the annexation of the project into CFD 2014-2 and cover property owner's fair share costs of the CFD annexation not to exceed \$7,000.		permit, whichever occurs first.		
22.	Install or bond for Douglas Road public street improvements pursuant to City Improvement Standards and the Tentative Map, to the satisfaction of the City Engineer.	Infrastructure	Prior to Recordation of the Subdivision Map	Public Works	
23.	Dedicate the right-of-way on Americanos Blvd. and Douglas Road per the approved tentative map, and install or bond for public street improvements pursuant to City of Rancho Cordova Improvement Standards, to the satisfaction of the City Engineer.	Infrastructure	Prior to Recordation of the Subdivision Map	Public Works	

ITEM 16.1.

Conditions of Approval

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
24.	Dedicate to the City all the right-of-ways as shown on the Tentative Map and install or bond for public street improvements, consistent with the City adopted cross sections to the satisfaction of the City Engineer.	Infrastructure	Prior to Recordation of the Subdivision Map	Public Works	
25.	The proposed public street entrances to Americanos Blvd shall be a minimum of 50 feet in width for a distance of 100 feet pursuant to the City of Rancho Cordova Improvement Standards and to the satisfaction of the City Engineer.	Infrastructure	Prior to Recordation of the Subdivision Map	Public Works	
26.	Property Owner/Applicant shall work with the City of Rancho Cordova to provide a funding mechanism for maintenance of City-owned neighborhood greens, open spaces, and regional trails associated facilities. All costs associated with the dedication shall be borne by the Property Owner/Applicant. Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new community places and neighborhood greens as required by the City's Open Space Standards. This may be accomplished through annexation to the City's Community Facilities District No. 2018-1 (Maintenance of Community Places and Neighborhood Greens), or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of	Lot A Lot H	Prior to approval of final map.	Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

	<u>Action/Task</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	providing a financial mechanism to fund the operation and maintenance of the Project's public improvements related to community places and neighborhood greens. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of the annexation costs of the CFD annexation in the amount of \$7,000 per annexation. Contact Khaliq McClean at (916) 851-8708 with regard to the process to satisfy this condition of approval.				
27.	Property Owner/Applicant shall work with the Cordova Recreation and Park District to provide a funding mechanism for maintenance of District-owned open space (Lot A, neighborhood parks and community parks that will be utilized by residents of the development under this Agreement. All costs associated with the dedication shall be borne by the Property Owner/Applicant.	Parks	Prior to approval of final map	CRPD, Public Works	
28.	Applicant/Developer shall deliver to the City a certificate from CRPD stating that the required fees have been paid.	Lot A	Prior to recordation of first Small Lot Final Subdivision Map	CRPD, Public Works	
29.	The Developer shall record a "Notice of Active Recreational Open Space Use" in a form approved by the City of Rancho Cordova, which encumbers all lots within 1000 feet of any active open space site maintained by the City. The	Lot A	Prior to approval of final map.	Public Works/Planning	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

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	developer shall record a Covenant for Active Park Uses notifying all future property owners that a future public park (Lot A) is located within the proposed subdivision, and that the public park may include facilities (basketball courts, a baseball field, softball fields, soccer fields, and playground equipment) that may generate vehicular and pedestrian traffic and noise impacts during various times, including but not limited to evening and nighttime hours and that the public park may include nighttime sports lighting that may generate lighting impacts during evening and nighttime hours.				
30.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility User Fee City, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Projects stormwater drainage and flood protection system. The property owner shall support the annexation of the project into the	Drainage	Prior to approval of final map.	Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	City's stormwater utility fee and cover the property owner's fair share costs of the annexation not to exceed \$7,000.				
31.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Drainage	Prior to approval of final map.	Public Works	
32.	Potable water supply will be provided by the Sacramento County Water Agency (SCWA). Public water service shall be provided to each parcel and each building. All water lines shall be located within a public right-of-way or within easements dedicated to Sacramento County Water Agency. Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan approval or Final Map approval.	Utilities	Prior to approval of final map.	SCWA	
33.	The project has an approved sewer study and proposed variations will require an addendum to the study. SASD shall require an addendum to approved Subdivision Level (Level 3) sewer study prior to recordation of Final Map or submittal of improvement plans for plan check to SASD, whichever comes first.	Utilities	Prior to Improvement Plans or Final Map, whichever comes first.	SASD	
34.	In order to obtain sewer service for this project, construction of onsite and offsite sewer	Utilities	Prior to Improvement	SASD	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	infrastructure will be required. Sewer infrastructure shall be constructed as per the approved sewer study.		Plans or Final Map, whichever comes first.		
35.	Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Utilities	Prior to Improvement Plans or Final Map, whichever comes first.	SASD	
36.	Connection to the SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction.	Utilities	Prior to Improvement Plans or Final Map, whichever comes first.	SASD	
37.	Developing this property will require payment of sewer impact fees to both SASD and SRCSD, in accordance with each City's Ordinances. Applicant should contact Permit Services Unit at (916) 876-6100 for sewer impact fee information.	Utilities	Prior to Improvement Plans or Final Map, whichever comes first.	SASD	
38.	Dedicate a standard public utility easement as shown on the tentative map, or smaller to the satisfaction of SMUD, for underground facilities and appurtenances adjacent to all public street rights of ways for all units that take front access. Dry utilities shall be located to the satisfaction of SMUD, the other dry utility providers and the City. Developer shall work with all utilities and	Utilities	Prior to recordation of the subdivision map	SMUD/ Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	the City to determine the best locations for all utilities, to the satisfaction of the City Engineer.				
39.	In the event they are needed, the developer shall dedicate any private drive, ingress and egress easement, or Irrevocable Offer of Dedication (and 10 feet adjacent thereto) as a public utility easement for overhead and underground facilities and appurtenances.	Utilities	Prior to Recordation of the Subdivision Map	SMUD	
40.	Dedicate the Landscape Corridors, adjacent to Douglas Road and Americanos Blvd., as shown on the map, as public utility easements for overhead and underground facilities and appurtenances.	Landscape	Prior to approval of final map.	Public Works, Planning, SMUD	
Prior to Issuance of Improvement Plans/Grading Permit					
41.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Infrastructure	Prior to issuance of Improvement Plans/Grading Permit	Public Works	
42.	All Open Space (Lot A & Lot H) Lot H will be owned and maintained by the City of Rancho Cordova. All open space and landscaped lots shall have improvement plans prepared by a licensed landscape architect mutually acceptable to the City and the developer.	Open Spaces Lot H	Prior to issuance of Improvement Plans/Grading Permit	Public Works/Planning	
43.	Developer shall rough grade Parks and Open Space (Lot A and Lot H) pursuant to the capital improvement plans and specifications approved	Lot-H	Prior to final inspection of the rough grading plan.	Public Works/Planning/	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	by the City of Rancho Cordova so that there are no excessive amounts of dirt or depressions.				
44.	Developer shall provide adequate drainage facilities to the boundary of the Park (Lot A) and Open Space lot (Lot A and Lot H) at a depth sufficient to accept all drainage requirements for the improved site. The City shall review and approve the public improvement plans for the street frontages and utilities adjacent to a park site prior to installation.	Lot-A and Lot H	Prior to issuance of Improvement Plans/Grading Permit	Public Works/Planning/C RPD	
45.	Provide utility stubs into the Park (Lot A) and Open Space (Lot A and Lot H) sites for electricity, water, drainage, phone, and sewer on Improvement Plans.	Lot-A and Lot H	Prior to issuance of Improvement Plans/Grading Permit	Public Works/Planning/C RPD	
46.	Lot A and to be dedicated to CRPD for open space and parkland shall be rough graded pursuant to the grading plans and specifications approved by the Public Works Department and CRPD that are required to be in accordance with the latest edition of the Park Site Criteria of the Cordova Recreation and Park District Design and Construction Standards Manual. Park and open space sites shall be graded to drain. Rough grading to provide for uniformly graded site with no more than 2-foot grade change adjacent to edge of site. At no time subsequent to the rough grading will the developer use the sites for a staging area, a	Lot A Open Space	Prior to issuance of Improvement Plans/Grading Permit	CRPD	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

	<u>Action/Task</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	disposal site during construction or ANY soil stockpiling without the written approval of CRPD. All park sites shall be brought to a MINIMUM SOIL CONDITION prior to turnover to CRPD. This includes screening of all cobble, tilling of clay, and removal of all other deleterious material, bringing the site to a minimum acceptable condition prior to the actual soil preparation. as follows: 1. The soil depth shall be a minimum 18" inches of fertile, friable topsoil. Topsoil shall be free from foreign materials, including oil, herbicides, or chemical substances. 2. The soil shall contain no more than 10% of cobble 2 inches or greater in diameter. This may be achieved either by screening or by importing of fill. 3. The topsoil shall be uniform in texture and possess the following characteristics: a. Reaction (pH) saturated paste 6.0-7.6 b. Salinity (EC_edS/m) saturation exact <3.0 c. Sodium adsorption ratio (SAR) <6.0 d. Boron in saturation exact, ppm <1.0				

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	TEXTURE Particle Size USDA Sieve Size Objective % Passing Gravel 2.0 >95% Course sands 0.5 >75% Silt plus clay 0.05* <35% *Use Hydrometer method Verification for conformance with topsoil parameters shall be provided via a fertility, agricultural suitability and partial size soil test. During implementation, CRPD will approve the minimum soil conditions as specified above or as otherwise approved by the District. All applicable costs and fees of grading and soil preparation shall be paid by the landowner as part of the mass grading..				
47.	Provide drainage easements to the City of Rancho Cordova, install facilities pursuant to the Rancho Cordova Floodplain Management Ordinance, Sacramento County Water Agency Code, and City of Rancho Cordova Improvement Standards, and pay any fee required by the Sacramento County Water Agency Code. Final	Drainage	Prior to issuance of Improvement Plans/Grading Permit	Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

	<u>Action/Task</u>	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	geometry and alignments of drainage facilities will be finalized based on subsequent analysis and engineering performed by the applicant to the satisfaction of the City of Rancho Cordova. Any SCWA funding is contingent upon a need by SCWA, pursuant to title 2 of the SCWA Code. All drainage studies are subject to alternative analyses.				
48.	Process a letter of map revision (LOMAR) or physical map revision (PMR) with FEMA for all detention basins, drainage channels and streams within the 100 year floodplain.	Drainage	Prior to acceptance of drainage infrastructure,	Public Works	
49.	Provide a maintenance and operations manual for drainage basins. The manual shall include but not be limited to: • As-built topography of the basin • Cut and Fill quantities • Plat map • Depth volume reteng curve • As-built for steel, concrete and other structures • Invers of inlets, outlets, etc. • Updated model based on as-built topography. Document any sensitive resources.	Drainage	Prior to acceptance of the Basin	Public Works	
50.	The Sacramento County Water Agency (SCWA) may only compensate developers for the acquisition of land for regionally beneficial off-line peak flow basins. Contingent upon a need by	Drainage	Prior to issuance of Improvement Plans/Grading Permit	Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	SCWA, pursuant to title 2 of the SCWA Code. All drainage studies are subject to alternative analyses. The land cost for the basins is not eligible for credits or reimbursements under the Zone 11 Drainage Impact Fee Plan.				
51.	Complete and implement a master drainage study for the project, with approval from the City of Rancho Cordova.	Drainage	Prior to issuance of Improvement Plans/Grading Permit	Public Works	
52.	The Stormwater Pollution Prevention Plan in place for the site shall include a contingency plan for the implementation of a process to remove fine clay sediments prior to discharge to The City of Rancho Cordova's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the City of Rancho Cordova. This could include a chemical treatment system or comparable process.	Drainage	Prior to issuance of Improvement Plans/Grading Permit	Public Works	
53.	A Notice of Intent (NOI) must be filed with the State Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project.	Drainage	Prior to issuance of Improvement Plans/Grading Permit	Public Works	
54.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health	Utilities	Prior to issuance of Improvement	Environmental Health, SCWA	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and Signature)
	Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction.		Plans/Grading Permit		
55.	Sufficient space shall be provided within the major roadway system to accommodate the future pipelines associated with regional facilities to the satisfaction of the Water Agency and the City of Rancho Cordova.	Utilities	Prior to issuance of Improvement Plans/Grading Permit	SCWA	
56.	Structural setbacks from the public right-of-way of less than 12.5 feet may create clearance issues. The developer shall meet with all utilities to ensure adequate setbacks are maintained.	Utilities	Prior to issuance of Improvement Plans/Grading Permit	SMUD	
57.	All Capital Improvement Plans and Specifications for parks and other areas to be owned and maintained by CRPD must be prepared by a licensed landscape architect with necessary sub-consultants mutually acceptable to CRPD and the Applicant/Developer. The responsible landscape architect in charge will be retained throughout the construction process to review the construction and attend construction meetings on a weekly basis.	Parks	Prior to issuance of Improvement Plans specifically for park site development	CRPD	
58.	Developer shall prepare improvement plans and construct or bond for the dedicated landscape corridors, trails and other open space facilities, according to the approved tentative map, and to the satisfaction of the City Engineer.	Landscaping	Prior to the issuance of improvement plans or final	Planning/Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and Signature)
	The following specifications shall be applied to trails in the project: • Trails must be located above the 10-year flood plain. • Except for the lots along the north side of Street 8 in Village 3 adjacent to Lot H, open fencing shall be required along all open space, drainage corridors and parkways, constructed in accordance with plans and specifications approved by the City, unless otherwise specified in these conditions. • Provide a striped pedestrian crossing for the trail system when it crosses a public right of way. • Developer shall install all required signage for the trail.		map, whichever comes first.		
59.	All pedestrian and bicycle lanes shall be designed in accordance with the Sunridge Specific Plan and City standards or as shown in the Tentative Subdivision Map. The applicant shall install pedestrian improvements and traffic calming measures (i.e. raised crosswalk, raised intersections, bulbouts, curbs, enhanced striping, signage, etc.) at the main intersections, to be determined based on further analysis at the time of the improvement plans.	Circulation/Air Quality	Prior to issuance of Improvement Plans/Grading Permit	Planning, Public Works	
Prior to Issuance of Building Permits					

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
60.	Applicant shall pay any outstanding staff costs associated with the preparation of the final map.	General	Prior to Issuance of first Building Permit.	Public Works/ Planning/ Finance	
61.	Property Owner/Applicant shall pay all fees to support the construction of any public facilities and improvements or the provision of public services in relation to the development of the Property.	General	Prior to Issuance of first Building Permit.	Public Works	
62.	Developer shall construct or bond for the installation of all dedicated rights of way and traffic control devices, pursuant to Sacramento County Improvement Standards and modified street plans herein, to the satisfaction of the City Engineer.	Infrastructure	Prior to Issuance of first Building Permit.	Public Works	
63.	Developer shall provide a construction phasing plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Infrastructure	Prior to the issuance of Building Permits for each Village	Public Works	
64.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to the following: all streets, trails, water, sewer, storm drain, lighting, signage and striping, and other associated facilities for all streets including other public areas depicted on the tentative map or tentative map phase.	Infrastructure	Prior to issuance of the first building permit within phase	Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	Number, size, and location of driveways are subject to approval by the Public Works Department. Prior to acceptance of the improvements, as-built grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing these plans in AutoCAD A GIS shape file, or equivalent to the satisfaction of the City Engineer, of the improvement plans shall be provided.				
65.	Prior to issuance of the first building permit within a phase, a contract shall be let and construction shall be undertaken for (1) the streets and infrastructure depicted on the approved Phasing Plan and other necessary associated improvements for that phase of the project and (2) the associated on-site improvements shown on the approved improvement plans for that phase of the project. Infrastructure and on-site improvements shall be adequate for public access and use to the satisfaction of the Public Works Department. The developer may request that the approved phasing plan be divided into subphases. Infrastructure and improvement requirements for any subphase shall be subject to approval from the City Engineer. A revised phasing plan shall be submitted depicting the infrastructure and on-	Infrastructure	Prior to issuance of the first building permit within phase or sub-phase	Public Works	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and Signature)
	site improvements to be constructed for the subphase. Prior to the first occupancy within a phase all streets and improvements depicted on the approved Phasing Plan shall be fully constructed and completed to the satisfaction of the City Engineer. At the discretion of the City Engineer, the final lift of asphalt only (e.g. upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy. The structural section shall be designed to accommodate construction traffic and loads until such time that the finish lift of asphalt concrete is installed.				
66.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Metro Fire City, prior to any combustible construction or combustible materials storage on site for any phase or sub-phase.	Infrastructure	Prior to the Issuance of Building Permits	Metro Fire	
67.	Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the Sacramento County Water Agency (SCWA) Code.	Utilities	Prior to Issuance of Building Permits.	SCWA	
68.	Prior to the issuance of building permits require water intensive commercial and industrial	Utilities	Prior to Issuance of Building	SCWA	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	building permit applicants to conduct a water use efficiency review and submit the findings in required environmental documentation for the project.		Permits.		
69.	Prior to the issuance of building permits require efficient cooling systems, re-circulating pumps for fountains and ponds, and water recycling systems for vehicle washing as a condition of service.	Utilities	Prior to Issuance of Building Permits.	SCWA	
70.	Prior to the issuance of any building permits for the project, the project shall conform to the specific provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716).	Utilities/ Landscape	Prior to Issuance of Building Permits.	SCWA	
71.	The developer shall submit complete landscape planting and irrigation plans for landscaping for review and approval by the City in accordance with local landscaping requirements.	Landscaping	Prior to the Issuance of Building Permits	Planning/SCWA	
72.	Developer shall design and construct a landscape corridor adjacent to those streets shown in the development agreement, incorporating therein a concrete sidewalk, trees, shrubs, ground cover, automatic irrigation system to be approved by City prior to construction. Construction shall be to City standards and the developer shall not be entitled to any Quimby Act credits or Park Development fee credits for dedication of such corridors or construction of such landscape corridor	Landscape Corridors, Open Spaces, and Improvements:	Prior to issuance of building permit	Public Works/Planning	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	improvements. The Quimby Act shall be interpreted and defined as stated in RCMC 22.40.025. New construction requirements shall be consistent with the Phasing Plan, Development Agreement, and approved tentative map.				
73.	Transfer of Title and Assumption of Maintenance: The Developer must obtain the written approval of the City for all plans and specifications, including the location of all utility service points, as well as the inspection by the City of construction, for any improvements to real property which the Developer intends to transfer to the City for maintenance and operation as shown in the Development Agreement.	Landscaping/ Open Spaces	Prior to issuance of building permit	Public Works/Planning	
74.	Upon acceptance of the deed or deeds to the landscaped corridors shown in Exhibit 2 of the Development Agreement, the City shall assume the responsibility for all maintenance, repair and operation thereof. The City will not accept, and is not obligated to accept, the tendered deed or deeds until all the improvements described above have been accepted by the City in writing as complete for any landscape corridor. Developer to provide a funding mechanism for maintenance of the City owned neighborhood greens, open space, and regional trails.	Landscaping	Prior to issuance of building permit	Public Works/Planning	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
75.	The Park Development Agreement will define the conditions for improvements, acceptance of Lot A the park parcels by CRPD and the transfer of maintenance responsibilities between the landowner and CRPD. Developer to provide a funding mechanism for maintenance of the District owned parks.	Parks	Prior to issuance of building permit	CRPD	
76.	Applicant/Developer shall install signage on all park sites notifying surrounding residential units of future park construction and identifying park amenities. CRPD will have final approval of the sign prior to installation.	Parks	Prior to issuance of building permt	CRPD	
77.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans. Certification shall be accomplished by completion of site visits at key installation milestones. Key milestones at a minimum shall include: rough grade, soil amendment verification, plant material inspection, irrigation coverage test and final installation. Certification shall include signed site observation reports, photographs and documentation verifying implementation of soil report recommendations. Failure to submit complete and accurate documentation to the Planning Department will delay final approval/occupancy of the project.	Landscaping	Prior to final building inspection of the first unit	Public Works and Planning	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and Signature)
78.	Provide maintenance and operations manual for drainage basins utilized by the project site regardless of whether the facility is on-site or off-site. The manual shall include, but is not limited to: •As-built topography of the basin. •Cut and fill quantities. •Plat map. •Depth volume rating curve. •As built for steel, concrete and other structures. •Inverts of inlets, outlets, etc. •Updated model based on as-built topography. •Document any sensitive resources.	Drainage	Prior to acceptance of the Basin	Public Works	
79.	Provide post & cable fencing around basins as required by City of Rancho Cordova Drainage Maintenance and Planning staff.	Drainage	Prior to acceptance of the Basin	Public Works	
Prior to Final Inspection(s)/Completion of Project					
80.	In addition to the following conditions, the mitigation monitoring and reporting program must be completed in accordance with their implementation timing prior to final inspection. This is to satisfy the requirements of the project's CEQA review.	Environmental	Prior to Final Inspection	Planning	
81.	All roads providing access to the completed homes shall be fully constructed and accepted by the City Engineer.	Infrastructure	Prior to Final Inspection of the first unit	Metro Fire, Public Works, Planning	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
82.	All streets providing access to the homes shall be constructed to the satisfaction of the City Engineer prior to occupancy.	Infrastructure	Prior to Final Inspection	Public Works	
83.	Developer shall construct all necessary street frontage improvements abutting Lot A and Lot H including, but not limited to, on street parallel parking, vertical curb, gutter, street paving, street lights, and sidewalks. Same COA as #83 above.	Infrastructure	Prior to Final Inspection of the first unit	Public Works/Planning/C RPD	
84.	Where appropriate, the oOpen Sspace sites abuts other land uses, other than public street frontages, developer shall install a six foot high masonry wall or decorative metal fencing or otherwise approved by CRPD and/or the City as required by the Sunridge Specific Plan Standards. The approved wall or fence shall be installed prior to development of the open space or when the construction on the adjoining lots commences, whichever comes first. The wall or approved fence is to be located on the adjacent owner's property. Accordingly, general maintenance, repair or replacement of the wall or fence shall be the responsibility of the owner, not the City.	Lot-A and other open space lots	Prior to Final Inspection of the first unit	Public Works/Planning/C RPD	
85.	The developer of the project shall disclose to future / potential owners buyers of the potential and existing 69kV line.	Utilities	Prior to Final Inspection	SMUD	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification</u> (date and Signature)
86.	To maintain adequate trench integrity, utilities within the SMUD trench shall be designed to allow 5-feet of separation from all building foundations placed along the P.U.E. Developer to verify with other utilities (Gas, Telephone, etc.) for their specific clearance requirements if located outside the SMUD trench.	Utilities	Prior to Issuance of Building Permits	SMUD	
87.	Construct a minimum 10.5-foot high sound barrier, according to the design in the SRSP, along all lots bordering Douglas Road. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier (berm or wall) shall be wrapped around the corner to the satisfaction of Community Development Director. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection.	Architectural	Prior to Final Inspection of the first unit	Planning	
88.	All landscape corridor walls shall be of masonry construction using graffiti resistant materials. Wall design and materials shall be subject to City's approval and according to the design standards in the Sunridge Specific Plan.	Landscaping	Prior to Final Inspection of the first unit	Public Works/Planning	

ITEM 16.1.
Conditions of Approval

ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A

<u>Action/Task</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
89.	When improvements to landscape corridors and trails are complete and accepted by the City Engineer, the improved property shall be conveyed by a grant deed to the City for ongoing maintenance, operation, repair and replacement. Developer shall be responsible to pay the direct cost associated with the performance of this work until such time as the City incorporates the cost of doing this work into the financing mechanism annual budget and collects the additional tax revenues required to fund the costs of this work.	Landscaping	Prior to Final Inspection of the first unit	Public Works/Planning	
90.	Improve the landscaped lots according to the approved plans. All sidewalks layout and design shall be reviewed and approved by the City. All improvement shall be reviewed and accepted by the City prior to assuming maintenance responsibility.	Landscaping	Prior to Final Inspection	Public Works/Planning	

General Information and Compliance Items:

The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
2. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire City and the water purveyor having jurisdiction. (Fire Department)
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire City.
4. Gas service may be available to this project if desired. The developer should contact PGE's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PGE)
5. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
6. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
7. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
8. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
9. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
10. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources).
11. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.

ITEM 16.1.**Conditions of Approval**

**ATTACHMENT 2
Exhibit A to the Resolution
EXHIBIT A**

12. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2026

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR THE DOUGLAS 103 PROJECT****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ORDAINS AS
FOLLOWS:****SECTION 1. Recitals.**

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. In 2005, the City adopted a Mitigated Negative Declaration ("MND") as the California Environmental Quality Act ("CEQA") environmental review for the Sunridge East Projects which included Douglas 103 ("Project"), Douglas 98, Grant Line 208, and Arista Del Sol. The Sunridge East MND relied upon, and incorporated by reference, the SDCP/SRSP EIR. In the Sunridge East MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 21-2006, which adopted the Development Agreement, are still accurate and relevant to this Amendment.

C. On March 6, 2006, the City and Douglas Grant Line 103, LLC entered into a Development Agreement for the Douglas 103 project ("Project"), consisting of 111.2 acres of commercial and low-density residential development (Ordinance Number 7-2006). The Douglas 103 Project is located south of Douglas Blvd, at the corner of Douglas Road and the future Americanos Blvd extension (the "Property").

D. In 2012 an Assumption Agreement was recorded transferring ownership of the Douglas 103 project from Douglas Grantline 103 LLC to LAL Brothers LLC ("Landowner").

E. On April 6, 2015, the City Council adopted Resolution No. 45-2015 approving amendments to the Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map and the conditions of approval for the Douglas 103 project.

F. On May 4, 2015, the City Council adopted Ordinance No. 7-2015, which was recorded in the Official Records of Sacramento County as Book 20200513 Page 0862. The Ordinance amended certain sections of the Development Agreement ("First Amendment") including certain project approvals, the term of the Development, park development and dedication obligations among other materials terms.

G. Pursuant to Government Code section 65868, the City and Landowner desire to modify and revise the Development Agreement and the approved Conditions of Approval for the Landowner to dedicate the open space site (Lot "A") to Cordova Recreation and Park District ("CRPD").

H. On _____, 2026, the City Council, as the legislative body for the purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing. Following the public hearing, the Applicant is required to pay all costs associated with processing of the Second Amendment and maintain a minimum \$5,000 deposit with the City for Development Agreement compliance review as the project builds out.

SECTION 2. Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR; (c) the SDGP/SRSP EIR; and (d) the Project MND, the City Council finds and determines that:

A. The Second Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) the Project remains predominantly low-density residential and consistent with the General Plan and Zoning Code; (b) the only change made to the Development Agreement is to dedicate the open space, Lot A to and be maintained by the Cordova Recreation and Park District. All other previously approved terms and conditions remain the same.

B. Because the Second Amendment allows for only the change in ownership and maintenance of Lot A, it is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the Property is located.

C. The Second Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Second Amendment will continue to implement land use guidelines set forth in the General Plan and help fund infrastructure needed to serve new development.

D. The Second Amendment will not be detrimental to the health, safety, and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan.

E. The Second Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan.

F. The Second Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

SECTION 3. Approval of Second Amendment to Development Agreement.

The City Council hereby approves the Second Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as Exhibit A, and authorizes the City Manager to sign the amended Development Agreement after the effective date of this Ordinance.

SECTION 4. CEQA. Approval of this Ordinance Amendment is exempt from further environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Ordinance is exempt from CEQA because the only change is the ownership and maintenance of Lot A and it can therefore be seen with a certainty that there will be no significant effect on the environment.

SECTION 5. Recordation. Within ten (10) days after the Second Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the amendment to the County Recorder for recordation.

SECTION 6. 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 7. 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 30 days after its adoption and, pursuant to Government Code section 66017(a), the fees established hereby shall be effective 60 days after the adoption of this Ordinance.

ITEM 16.1.

ATTACHMENT 3

PASSED AND ADOPTED, by the City Council of the City of Rancho Cordova
this ____ day of _____ 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova 2729
Prospect Park Drive Rancho
Cordova, CA 95670 Attn: City
Clerk

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

SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND
LAL BROTHERS, LLC
RELATIVE TO DOUGLAS 103

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND
LAL BROTHERS, LLC
RELATIVE TO DOUGLAS 103**

This Second Amendment to Development Agreement (“Second Amendment”) is entered into as of this ____ day of ____ 2026, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (“City”), and LAL BROTHERS, LLC, a California limited liability company (“Landowner”) pursuant to Government Code section 65864 et. seq., relating to Development Agreements. City and Landowner are hereinafter collectively referred to as the “Parties,” and singularly as “Party.”

RECITALS

A. City and Landowner’s predecessor in interest entered into that certain Development Agreement (the “Original Development Agreement”) dated March 6, 2006, and recorded on May 2, 2006, in the Official Records of Sacramento County as Book 20060502 Page 2498 establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Development Agreement (the “Property”).

B. City and Landowner entered into that certain First Amendment to Development Agreement (“First Amendment”) dated April 23, 2020, and recorded On May 13, 2020, in the Official Records of Sacramento County as Document No. 202005130862, which amended certain sections of the Original Development Agreement including certain project approvals, the term of the Original Development Agreement, and park development and dedication obligations among other material terms. The Original Development Agreement and First Amendment are hereinafter collectively referred to as the “Development Agreement”.

C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement for the Landowner to irrevocably offer to dedicate the open space site (“Lot ‘A’”) to Cordova Recreation and Park District (“CRPD”).

D. This Second Amendment affects the entire Property as more precisely defined in Exhibits “A-1” and “A-2” of the Development Agreement. This Second Amendment is authorized by Section 11.2 of the Development Agreement and shall run with the Property.

E. On _____, 2025, the City Council held a public hearing and introduced City Council Ordinance No. _____ approving this Second Amendment. City adopted City Council Ordinance _____ on _____, 2026. On _____, 2026, by Ordinance No. _____, the City Council found the adoption of this Second Amendment exempt from CEQA under Public Resources Code Section 21166 as the impacts of the Project have already been analyzed, and no substantial changes result from this Second Amendment.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of the Development Agreement.** The following sections of the Development Agreement are hereby amended as follows:

2. **Revised Section 6.4.1(ii).** City and Landowner agree that Section 6.4.1(ii) of the Development Agreement is hereby deleted in its entirety and replaced with the following:

6.4.1(ii) Dedication of Open Space Land. Landowner's obligation to dedicate open space land shall be satisfied by Landowner's dedication of Lot "A" to CRPD and Lot "H" to the City as shown on the Large Lot Tentative Subdivision Map, attached hereto as Exhibit 1.

3. **Revised Section 6.4.1(iii).** City and Landowner agree that Section 6.4.1(iii) of the Development Agreement is hereby deleted in its entirety and replaced with the following:

6.4.1(iii) Open Space Land Improvement. Lot "A" shall be rough graded and improved with abutting street frontage, public sidewalks along the street frontage, and public storm water facilities and utility connections as described in the Conditions of Approval and as approved by the City and CRPD in the mass grading plans for Lot A and the subdivision improvement plans. The mass graded site will be landscaped with erosion control seeding approved by CRPD specified in the mass grading plans and the subdivision improvement plans. Mass grading, subdivision improvement plans, and erosion control seeding will be to the satisfaction of CRPD and per CRPD specifications. Improvements shall be constructed by Landowner, at Landowner's cost, at the time noted in the phasing plan. The improved Lot "A" shall be dedicated to CRPD. There will be no reimbursement to developer for the Lot "A" improvements described in this paragraph.

CRPD agrees to design and construct additional enhancements on Lot "A" as described in the Park Development Agreement utilizing Park Development Impact Fees.

Lot "H" shall be improved with landscaping, a 7-foot wide sidewalk, and other associated facilities to the satisfaction of the City and per City specifications. Improvements shall be constructed by Landowner, at Landowner's cost, at the time noted in the phasing plan. The improved Lot "H" shall be dedicated to the City. The Lot "H" improvements described in this paragraph shall be eligible for credit/reimbursement under City's Community Places fee program subject to Landowner and City entering into a credit/reimbursement agreement for such improvements.

4. **Revised Section 6.4.2(i).** City and Landowner agree that Section 6.4.1(i) of the Development Agreement shall be revised to delete the fourth sentence: "The City shall be named a third party beneficiary to the park development agreement."

5. **Revised Section 6.4.2(ii).** City and Landowner agree that Section 6.4.2(ii) of the Development Agreement is hereby deleted in its entirety and replaced with the following:

6.4.2(ii) Open Space. Landowner shall irrevocably offer to dedicate Lot "A" to CRPD and Lot "H" to the City as shown on the Large Lot Tentative Subdivision Map prior to or concurrent with the recordation of the final subdivision map including any portion of such property.

6. **Consistency with General Plan.** The City Council has found and determined that this Second Amendment is consistent with the General Plan and the Sunridge Specific Plan.

7. **Amendment Applicable to Property.** This Second Amendment applies to development of the Property and does not affect or apply in any manner with respect to the development of any other property within the Sunridge Specific Plan Area.

8. **Amendment.** This Second Amendment amends, but does not replace or supersede, the

Development Agreement except as specified herein. As amended hereby with respect to the Property, the Development Agreement remains in full force and effect.

9. Incorporation of Recitals. The Preamble, Recitals, and all exhibits attached hereto are incorporated into this Second Amendment as if set forth herein in full.

10. Effective Date and Term of Second Amendment. The Effective Date of this Second Amendment is _____, 2026 which is the effective date of City Ordinance No. _____-2026, adopting this Second Amendment.

City Manager Authorization. City, a municipal corporation, has authorized this Second Amendment to be executed in two (2) duplicate originals, each of which is deemed to be an original, by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____-2026 adopted by the City Council on the ____ day of _____, 2026, and has caused this Second Amendment to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Micah Runner

Its: City Manager

Date: _____

“LANDOWNER”

LAL BROTHERS, LLC,
a California limited liability company

By: _____

Aman Lal, Managing Partner

Date: _____

ATTEST:

City Clerk

MEMORANDUM



ITEM 16.2.

DATE: December 15, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Principal Civil Engineer
Khaliq McClean, Associate Civil Engineer

SUBJECT: **A RESOLUTION CREATING SPECIAL TAX AREA ZONE 35 AND AN ORDINANCE ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE BIG BALLER STORAGE RV PROJECT**

RECOMMENDATION

Adopt the Resolution, and waive the first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution and the Ordinance would assist the city in meeting the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the Big Baller Storage RV project.

BACKGROUND

The City Council adopted Resolution No.141-2005 on November 7, 2005, providing for a special tax for transit-related services to be imposed upon new development within the City. Pursuant to that Resolution, a property owner approves a special tax on the parcels within a subdivision or project. The City Council then adopts a resolution creating a zone that encompasses the subdivision or project and an ordinance establishing the special tax.

This item will establish tax area Zone 35, the boundaries of which will be contiguous to the boundaries of the Big Baller Storage RV project, [Attachment 2](#). In addition to creating the special tax, the Ordinance, [Attachment 3](#), will also set the date for the transit-related services tax election, which will be held on February 19, 2026, at which time the ballot(s) will be tabulated by the City Clerk, and the results will be declared at the City Council meeting on March 2, 2026.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the city.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Annexation Boundary Map

3. Ordinance
4. Exhibit A to the Ordinance
5. Exhibit B to the Ordinance

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, CREATING SPECIAL TAX AREA ZONE 35 FOR THE BIG BALLER STORAGE RV PROJECT

WHEREAS, it is the intention of the City Council to create Zone 35 within the City of Rancho Cordova Transit-Related Services Special Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for transit-related services within Zone 35; and

WHEREAS, the City recognizes the need for increased transit-related services in Zone 35 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct an election by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the provision of funding to provide transit-related services was made a condition of approval for the Big Baller Storage RV project. Conditions of Approval require the property owner/applicant to participate in the provision of funding to provide transit-related services for the project. This will be accomplished by the property owner(s) participation in the transit-related services special tax area.

WHEREAS, the transit-related services tax as inflated to Fiscal Year 2024-2025 is \$87.54 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$70.02 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, \$52.52 per high density residential dwelling unit or high density residential dwelling unit equivalent, \$2,244.27 per retail and service commercial acre, \$1,929.16 per business park use or office acre, and \$805.28 per light industrial acre, subject to an annual inflator formula based on the Consumer Price Index for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the transportation tax); and

WHEREAS, for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 35 is a person who owns real property within Zone 35, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council submits an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 35. At the time that the Council adopted this Resolution, there were zero (0) registered voters residing within Zone 35 and one property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 35 and paid by the owner of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 35 is appropriate and consistent with the principles and requirements of California Constitution article XIIC (Proposition 218).

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

1. That portion of the City of Rancho Cordova shown on the Map, Exhibit A, hereto is established as Zone 35 of the Rancho Cordova Transit-Related Services Special Tax Area.

2. That Ordinance, reviewed and introduced by the City Council on the same date as the Resolution, is to be presented for approval of the voter of Zone 35 by a mail ballot election, to be held on February 19, 2026. The ballot proposition shall read as follows:

“Shall Ordinance No. XX-2026 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 35 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?”

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held February 19, 2026.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

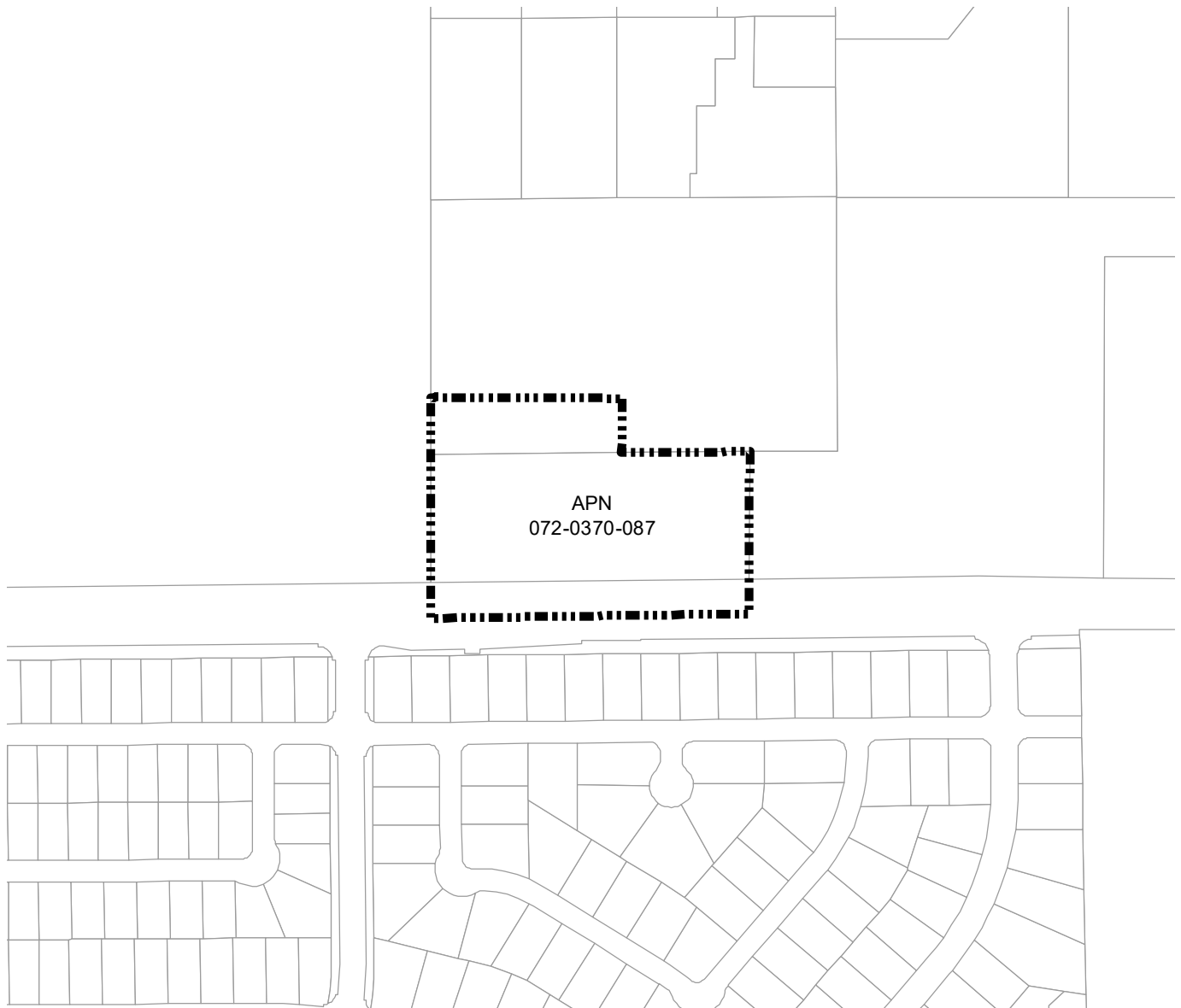
, Mayor

Stacy Leitner, CMC
City Clerk

ITEM 16.2.

Exhibit A to the Resolution

**CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ANNEXATION 35
BIG BALLER STORAGE RV PARK**



Legend

-  Annexation Boundary
-  Parcel Boundary

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2026

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA,
ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE BIG
BALLER STORAGE RV PROJECT SUBJECT TO VOTER APPROVAL****THE CITY COUNCIL OF THE CITY OF THE RANCHO CORDOVA DOES ORDAIN AS
FOLLOWS:**Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the city receive high quality transit-related services. In carefully reviewing the city's budget and revenue projections, it is clear to city staff that the city budget does not contain adequate funding to ensure the continued delivery of adequate high-quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this non-codified Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 35 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 35.

At the time that the Council adopted this non-codified Ordinance, there were zero (0) registered voters residing in Zone 35 and one property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 35 and paid by the owner of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 35 is appropriate and consistent with the principles and requirements of California Constitution article XIII C (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3(A) herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 35, nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 35 (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries as shown on the map Exhibit A.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 1.

H. "Voter" means a person who owns real property within Zone 35, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 35.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2026 through June 30, 2027) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on Exhibit B hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in Exhibit B shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 1.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 35 for the then current fiscal year, as set forth below.

For each Land Use Category on Exhibit B, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
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Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates,

installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and
2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the city pursuant to this ordinance, it may be refunded as provided in this Section.
2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.
3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the city until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the city, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIII C, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the city for all

candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 35 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on February 19, 2026, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2026.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____ 2026 by the following vote:

AYES:

NOES:

ABSENT:

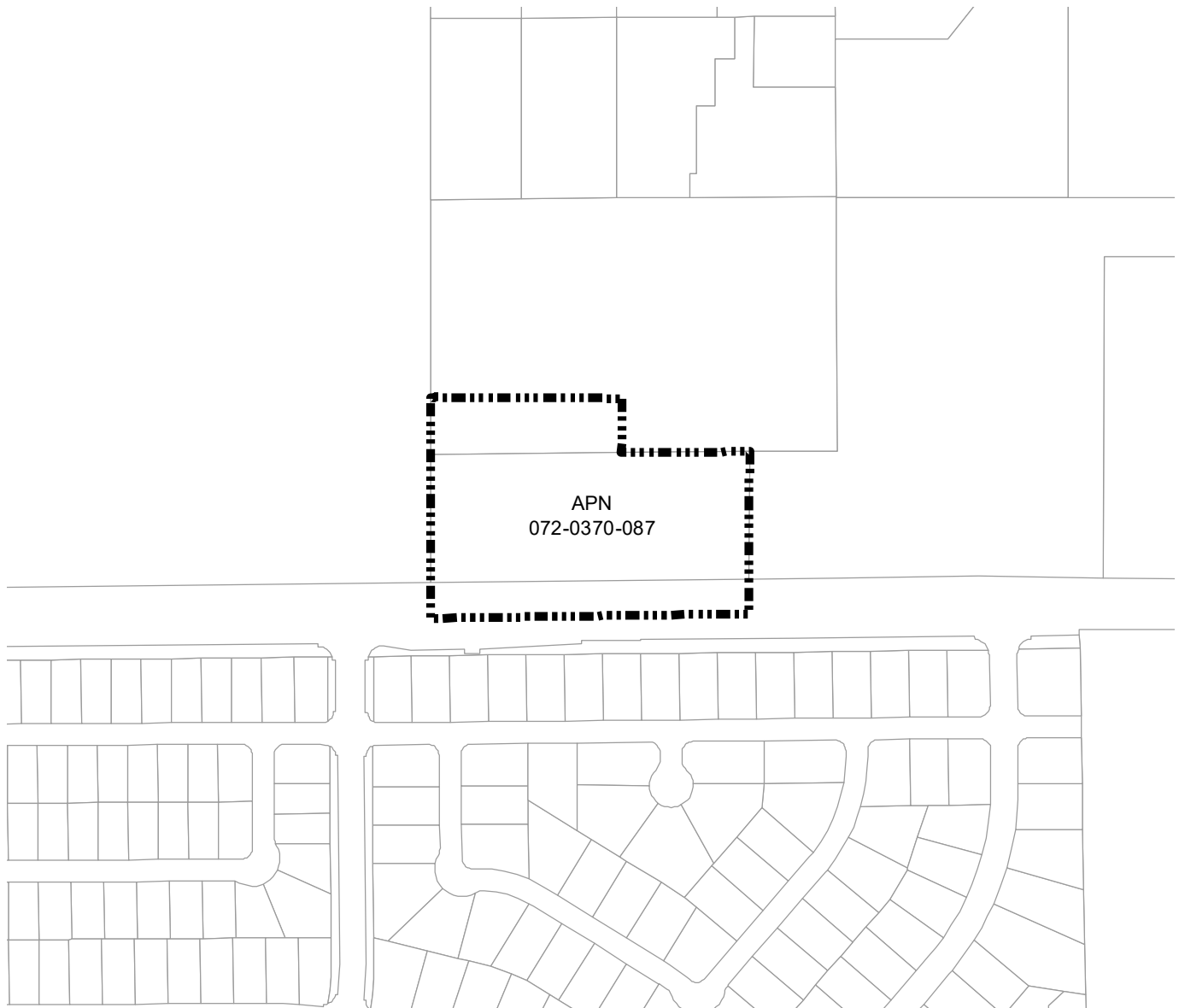
ABSTAIN:

, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ANNEXATION 35
BIG BALLER STORAGE RV PARK

**Legend**

-  Annexation Boundary
-  Parcel Boundary

Amount of Tax per Parcel by Land Use Category**A. Residential Dwelling Units**

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2024-2025 for Residential Land Use Categories shall be \$87.54 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$70.02 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$52.52 per high density residential dwelling unit or high density residential dwelling unit equivalent (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2024-2025 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$2,244.27 per retail and service commercial acre, \$1,929.16 per Business Park acre, and \$805.28 per light industrial acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM



ITEM 18.1.

DATE: December 15, 2025
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Finance Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 2 OF THE CITY OF RANCHO CORDOVA ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1, APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the sale of Special Tax Bonds (the "Bonds") for and on behalf of Improvement Area No. 2 of the Arista Del Sol Community Facilities District No. 2022-1 ("Improvement Area No. 2") for the purpose of providing money for the acquisition and construction of improvements and the payment of certain development impact fees related to the project within the Community Facilities District.

BACKGROUND

Arista Del Sol Community Facilities District No. 2022-1 ("CFD 2022-1" or the "District") was formed in 2022 to assist in the financing of the acquisition and construction of certain public facilities and payment of certain fees within a portion of the Arista Del Sol project. Through various City Council actions, Improvement Area Nos. 1 and 2 were designated within the District, with bonded indebtedness and an annual appropriations limit of \$25,000,000 for the territory within Improvement Area No. 1 and \$14,800,000 for the territory within Improvement Area No. 2. Bonds have previously been issued for Improvement Area No. 1 (\$15,325,000 in 2023).

Based on the current status of the property within the District, the appraisal estimates the value of the property within Improvement Area No. 2 at approximately \$45.9 million. This has created an opportunity for the District to issue special tax bonds. Based on the expected par amount of approximately \$10.0 million, the property value compared to bonded debt lien would exceed the required 4:1 value to lien requirement, which is consistent with prior special tax bonds issued within the city.

The proposed financing-related resolution approves: (i) the sale of the Bonds in an amount not to exceed \$11 million; (ii) a Fiscal Agent Agreement; (iii) the Preliminary Official Statement; (iv) Bond Purchase Agreement, and authorizes related documents on behalf of the District. Descriptions of these documents are as follows:

- **Fiscal Agent Agreement:** The Fiscal Agent Agreement allows U.S. Bank to act on behalf of the city to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds, and the administration and payment of the Bonds.
- **Bond Purchase Agreement:** The Bond Purchase Agreement is a legally binding document between the issuer (city on behalf of the District) and underwriter (Piper Sandler & Co.) establishing the terms of the Bond sale wherein the city agrees to sell the Bonds to the underwriter. At the Bond closing, the city delivers the Bonds to the underwriter, and the underwriter pays the city for them and simultaneously completes the sale to investors, all at the price and yield established during the Bond pricing call and reflected in the agreement at the time it is signed. Currently, the pricing is scheduled for the week of January 5, 2026.
- **Preliminary Official Statement:** The preliminary Official Statement is a document that serves as the offering prospectus for the Bonds. It is the disclosure document relied on by Bond investors that details the underlying security for the Bonds and all associated investment risks. The Official Statement sets forth the security for the bonds and other important details about the District and Improvement Area No. 2 and is used by the underwriter to market the Bonds to investors.

If this item is approved, staff would work with the Bond finance team to determining the final Bond sizing, and the preliminary Official Statement will be finalized and posted electronically for investors to review. Assuming the market remains stable, the city; NHA Advisors, LLC, the city's Municipal Advisor; and Piper Sandler & Co., the bond underwriter, will hold a pre-pricing call the week of January 5, 2026 to review bond market conditions and the preliminary interest rates, after which, the Bonds will be sold. An authorized officer will then execute, on behalf of the city, a Bond Purchase Agreement with Piper Sandler & Co., finalizing the bond interest rates and setting the delivery date, which is anticipated to occur the week of January 19, 2026.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact. The Bonds are secured solely by the Special Taxes levied within the District and are not a debt of the City's General Fund. Costs of issuance are payable solely from Bond proceeds.

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by NHA Advisors, LLC, the city's municipal advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest cost of the Bonds: 5.35%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$599,400; (3) estimated amount of proceeds of the Bonds received by the city (net of finance charges, reserves and capitalized interest, if any): \$7,844,935; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$18,858,275.

ATTACHMENT(S)

1. Resolution
2. Fiscal Agent Agreement
3. Bond Purchase Agreement
4. Preliminary Official Statement

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 ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 2 OF THE CITY OF RANCHO CORDOVA ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1, APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City Council has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to (i) establish the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (the "CFD"), (ii) designate within the CFD, "Improvement Area No. 2 of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1" ("Improvement Area No. 2"), and (iii) establish a "City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (Future Annexation Area)" for the CFD (the "Future Annexation Area"); and

WHEREAS, under the Act, the City Council is authorized to issue bonded indebtedness secured by special taxes levied within the CFD and improvement areas therein for the purpose of providing moneys for the construction and acquisition of improvements, and the payment of certain fees, authorized for the CFD; and

WHEREAS, on May 16, 2022, the City Council, as legislative body of the CFD and Improvement Area No. 2, established the bonded indebtedness limit for the CFD in the principal amount of not to exceed \$50,000,000 (excluding bonds described in Section 53364.2(e) of the Act) (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$25,000,000 and (ii) for land within the Future Annexation Area, \$25,000,000; and

WHEREAS, in September 2023, the city issued bonds for Improvement Area No. 1; and

WHEREAS, this Council authorized land to be annexed to the District from the Future Annexation Area by unanimous approval of the owner(s) requesting such annexation, and certain land was annexed by unanimous approval of the owners thereof in July 2025 and designated as Improvement Area No. 2 of City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 ("Improvement Area No. 2") and bonded indebtedness for Improvement Area No. 2 has been authorized in the amount not to exceed \$14,800,000 (the "Authorization"); and

WHEREAS, the landowners of Improvement Area No. 2 have requested that an initial series of bonds secured by the special taxes to be levied in Improvement Area No. 2 (as described herein, the "Bonds") be issued and the city desires to issue the first series of special tax bonds for Improvement Area No. 2 of the CFD pursuant to the Authorization; and

WHEREAS, there has been submitted to the City Council a Fiscal Agent Agreement, between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent Agreement"), providing for the issuance of a first series of special tax bonds of the City for Improvement Area No. 2, designated as the "City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds Series

2026" (the "Bonds"), and the City Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order for the purpose intended, and now desires to approve the Fiscal Agent Agreement and the issuance of the Bonds; and

WHEREAS, the city proposes to sell the Bonds to Piper Sandler & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement") by and between the city and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement (the "Preliminary Official Statement"); and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds in accordance with Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist and to have been performed precedent to and with respect to the issuance of the Bonds and the levy of the special taxes securing the Bonds, as contemplated by this resolution and the Fiscal Agent Agreement, have happened and exist as required by the laws of the State of California, including the Act, and the actions to be performed in due time for the issuance of the Bonds conform in form and manner to the applicable laws of the State of California, including the Act.

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

SECTION 1. Findings. This Council finds and determines that (i) it is prudent in the management and development of land in the city and the CFD to issue the Bonds to provide money for the construction and acquisition of improvements, and the payment of certain fees, authorized for the CFD, and (ii) the Bonds and the CFD are substantially in compliance with the city's Statement of Policies and Procedures for Special Assessment and Community Facilities District Debt Financing Programs, with any deviations hereby approved.

SECTION 2. Law Applicable. For the purposes of these proceedings in and for the CFD, the Act shall be the authority for the issuance of the Bonds.

SECTION 3. Bonds Authorized. Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, the Bonds, in an aggregate principal amount not to exceed \$11,000,000, are hereby authorized to be issued. The Bonds shall be executed in the form set forth in, and otherwise as provided in, the Fiscal Agent Agreement. The Bonds shall be dated and executed in the forms, be in the principal amounts, denominations, mature, be payable at the place and in the priorities and bear interest at the rates as set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within Improvement Area No. 2 subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the city for the purpose of determining such value, is at least four times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area No. 2.

SECTION 4. Fiscal Agent Agreement. The Fiscal Agent Agreement in substantially the form on file with the City Clerk is hereby approved. The City Manager, Deputy City Manager,

Administrative Services Director or such other person or persons as any of them may designate (each an "Authorized Officer") are hereby separately authorized and directed to execute and deliver the Fiscal Agent Agreement, with such additions thereto or changes therein as are approved by the Authorized Officer upon consultation with the city's bond counsel, and including but not limited to such additions or changes as are necessary or advisable to permit the timely issuance, sale and delivery of the Bonds; provided, however, that no additions or changes shall authorize the issuance of an aggregate principal amount of Bonds which would cause bonds issued for Improvement Area No. 2 to be in excess of the Authorization.

The date, manner of payment, interest rate or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Fiscal Agent Agreement, as finally approved and executed by an Authorized Officer. The terms and provisions of the Fiscal Agent Agreement, as finally executed, are incorporated herein by reference as if fully set forth herein. The approval of such additions or changes shall be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by an Authorized Officer.

SECTION 5. Bond Preparation and Delivery; Sale of the Bonds. The Bonds, when executed, shall be delivered to the fiscal agent for authentication. The fiscal agent is hereby requested and directed to authenticate the Bonds by executing the fiscal agent's certificate of authentication and registration appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the City by the Mayor and/or an Authorized Officer, which instructions are hereby authorized, for and in the name and on behalf of the City, to be delivered.

SECTION 6. Covenant to Foreclose. The city hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of debt service on the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

SECTION 7. Approval of Preliminary Official Statement. The City Council hereby approves the Preliminary Official Statement in substantially the form presented to the City Council at this meeting. The Authorized Officers are each hereby authorized and directed to execute a final Official Statement (the "Official Statement"), for and in the name and on behalf of the City, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with the city's bond counsel. The City Council hereby authorizes and directs the Underwriter to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and to deliver copies of the Official Statement to all actual purchasers of the Bonds. The City Council hereby authorizes the delivery of the Preliminary Official Statement and the Official Statement.

The City Council hereby authorizes and directs an Authorized Officer, on behalf of the City, to deem "final," pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement prior to its distribution to prospective purchasers of the Bonds.

SECTION 8. Approval of Purchase Agreement. The City Council hereby approves the Bond Purchase Agreement; provided, however, that the aggregate principal amount of Bonds shall not exceed \$11,000,000 or result in an Underwriter's discount in excess of 1.6%, or a true interest cost in excess of 6.75%. Subject to the foregoing parameters, an Authorized Officer is

hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The City Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

SECTION 9. Approval of Joint Facilities Agreements. The City Council hereby approves any Authorized Officer entering into a Joint Community Facilities Agreement with Sacramento Area Sewer District, and any other joint community facilities agreements which an Authorized Officer deems necessary or appropriate to finance the facilities and/or fees authorized to be funded by the CFD. Any Authorized Officer is hereby authorized and directed to execute such Joint Community Facilities Agreements in substantially the form deemed advisable by the Authorized Officer executing the same.

SECTION 10. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the city with respect to the establishment of the CFD and the designation of Improvement Area No. 2 therein, and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by an Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

SECTION 11. Effectiveness. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

FISCAL AGENT AGREEMENT

by and between

CITY OF RANCHO CORDOVA

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent**

Dated as of January 1, 2026

Relating to:

**\$ _____
City of Rancho Cordova
Arista Del Sol Community Facilities District No. 2022-1
Improvement Area No. 2
Special Tax Bonds
Series 2026**

TABLE OF CONTENTS

ARTICLE I
STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01.	Authority for this Agreement	<u>32</u>
Section 1.02.	Agreement for Benefit of Bondowners	<u>32</u>
Section 1.03.	Definitions	<u>32</u>

ARTICLE II
THE BONDS

Section 2.01.	Principal Amount; Designation	<u>1140</u>
Section 2.02.	Terms of 2026 Bonds	<u>1140</u>
Section 2.03.	Redemption	<u>1244</u>
Section 2.04.	Form of Bonds	<u>1544</u>
Section 2.05.	Execution of Bonds	<u>1544</u>
Section 2.06.	Transfer of Bonds	15
Section 2.07.	Exchange of Bonds	<u>1645</u>
Section 2.08.	Bond Register	<u>1645</u>
Section 2.09.	Temporary Bonds	<u>1645</u>
Section 2.10.	Bonds Mutilated, Lost, Destroyed or Stolen	16
Section 2.11.	Limited Obligation	<u>1746</u>
Section 2.12.	Book-Entry Only System	<u>1746</u>
Section 2.13.	No Acceleration	<u>1847</u>

ARTICLE III
ISSUANCE OF BONDS

Section 3.01.	Issuance and Delivery of Bonds	<u>1948</u>
Section 3.02.	Application of Proceeds of Sale of Bonds and Collection of Special Tax	<u>1948</u>
Section 3.03.	Special Tax Fund	<u>1948</u>
Section 3.04.	Improvement Fund	<u>2049</u>
Section 3.05.	Costs of Issuance Fund	<u>2120</u>

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01.	Pledge of Special Tax Revenues and Other Amounts.	<u>2224</u>
Section 4.02.	Bond Fund	<u>2224</u>
Section 4.03.	Reserve Fund	<u>2322</u>

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01.	Punctual Payment	<u>2625</u>
Section 5.02.	Limited Obligation	<u>2625</u>
Section 5.03.	Extension of Time for Payment	<u>2625</u>
Section 5.04.	Against Encumbrances	<u>2625</u>
Section 5.05.	Books and Accounts	<u>2625</u>
Section 5.06.	Protection of Security and Rights of Owners	<u>2625</u>
Section 5.07.	Compliance with Law; Completion of Project	<u>2726</u>
Section 5.08.	Private Activity Bond Limitation	<u>2726</u>
Section 5.09.	Federal Guarantee Prohibition	<u>2726</u>
Section 5.10.	Collection of Special Tax Revenues	<u>2726</u>
Section 5.11.	Further Assurances	<u>2726</u>
Section 5.12.	No Arbitrage	<u>2827</u>
Section 5.13.	Maintenance of Tax-Exemption	<u>2827</u>
Section 5.14.	Annual State Reports	<u>2827</u>
Section 5.15.	Covenant to Foreclose	<u>2827</u>

Section 5.16.	Continuing Disclosure to Owners	<u>2928</u>
Section 5.17.	No Additional Bonds	<u>2928</u>
Section 5.18.	Yield of the Bonds	<u>2928</u>

**ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS;
LIABILITY OF THE CITY**

Section 6.01.	Deposit and Investment of Moneys in Funds	<u>3029</u>
Section 6.02.	Rebate of Excess Investment Earnings to the United States	<u>3130</u>
Section 6.03.	Limited Obligation	<u>3130</u>

**ARTICLE VII
THE FISCAL AGENT**

Section 7.01.	Appointment of Fiscal Agent	<u>3234</u>
Section 7.02.	Liability of Fiscal Agent	<u>3234</u>
Section 7.03.	Information	<u>3332</u>
Section 7.04.	Notice to Fiscal Agent	<u>3332</u>
Section 7.05.	Compensation, Indemnification	<u>3433</u>

**ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT**

Section 8.01.	Amendments Permitted	<u>3534</u>
Section 8.02.	Owners' Meetings	<u>3534</u>
Section 8.03.	Procedure for Amendment with Written Consent of Owners	<u>3635</u>
Section 8.04.	Disqualified Bonds	<u>3635</u>
Section 8.05.	Effect of Supplemental Agreement	<u>3635</u>
Section 8.06.	Endorsement or Replacement of Bonds Issued After Amendments	<u>3736</u>
Section 8.07.	Amendatory Endorsement of Bonds	<u>3736</u>
Section 8.08.	Opinion of Counsel Regarding Supplemental Agreement	<u>3736</u>

**ARTICLE IX
MISCELLANEOUS**

Section 9.01.	Benefits of Agreement Limited to Parties	<u>3837</u>
Section 9.02.	Successor is Deemed Included in All References to Predecessor	<u>3837</u>
Section 9.03.	Discharge of Agreement	<u>3837</u>
Section 9.04.	Execution of Documents and Proof of Ownership by Owners	<u>3938</u>
Section 9.05.	Waiver of Personal Liability	<u>3938</u>
Section 9.06.	Notices to and Demands on City and Fiscal Agent	<u>3938</u>
Section 9.07.	Partial Invalidity	<u>4039</u>
Section 9.08.	Unclaimed Moneys	<u>4039</u>
Section 9.09.	Applicable Law	<u>4039</u>
Section 9.10.	Conflict with Act	<u>4039</u>
Section 9.11.	Conclusive Evidence of Regularity	<u>4039</u>
Section 9.12.	Payment on Business Day	<u>4039</u>
Section 9.13.	Counterparts	<u>4039</u>

EXHIBIT A FORM OF BOND

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into and dated as of January 1, 2026, by and between the City of Rancho Cordova, California, a municipal corporation and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (the "District"), and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America with a corporate trust office located in ~~Seattle, Washington~~ Los Angeles, California, as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to (i) establish the District (ii) designate within the District, "Improvement Area No. 2 of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1" ("Improvement Area No. 2"), and (iii) establish a "City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (Future Annexation Area)" for the District (the "Future Annexation Area"); and

WHEREAS, on May 16, 2022, the City Council, as legislative body of the CFD and Improvement Area No. 2, established the bonded indebtedness limit for the CFD in the principal amount of not to exceed \$50,000,000 (excluding bonds described in Section 53364.2(e) of the Act) (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$25,000,000 and (ii) for land within the Future Annexation Area, \$25,000,000; and

WHEREAS, this Council authorized land to be annexed to the District from the Future Annexation Area by unanimous approval of the owner(s) requesting such annexation, and certain land was annexed by unanimous approval of the owners thereof in July 2025 and designated as Improvement Area No. 2 of City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 ("Improvement Area No. 2") and bonded indebtedness for Improvement Area No. 2 has been authorized in the amount not to exceed \$14,800,000 (the "Authorization"); and

WHEREAS, the City Council, as the legislative body of the District and Improvement Area No. 2, is authorized under the Act to levy special taxes to pay for the costs of facilities authorized for the District and to issue bonds secured by said special taxes under the Act;

WHEREAS, under the provisions of the Act, on _____, 2025, the City Council of the City adopted its Resolution No. _____ (the "Resolution"), which resolution authorized the issuance of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds Series 2026 to provide moneys for the construction and acquisition of improvements for the District and provided that said issuance would be in accordance with the Act and this Agreement, and authorized the execution hereof;

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS STATUTORY AUTHORITY AND
DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means the Funding, Construction and Acquisition Agreement, dated as of January 1, 2026, by and between the City and Woodside 05N, LP, a California limited partnership, and any amendments thereto.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 *et seq.* of the California Government Code.

"Additional Bonds" means any bonds other than the 2026 Bonds issued pursuant to Section 5.17 hereof.

"Administrative Expense Priority" means (i) for fiscal year 2025-26, \$_____, and (ii) for each subsequent year, an amount equal to the preceding fiscal year's Administrative Expense Priority plus an additional 2% of such amount.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District and Improvement

Area No. 2. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

“Administrative Services Director” means the Administrative Services Director, including any acting or interim Administrative Services Director, of the City, or person serving in a similar capacity, or a designee of such person.

“Agreement” means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

“Authorization” means a principal amount of Bonds for Improvement Area No. 2 not to exceed \$14,800,000 (excluding bonds described in Section 53364.2(e) of the Act).

“Authorized Officer” means the City Manager, Deputy City Manager, Administrative Services Director or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the fund by that name established pursuant to Section 4.02(A) hereof.

“Bond Year” means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2026.

“Bonds” means (i) the 2026 Bonds any (ii) Additional Bonds at any time Outstanding under this Agreement and any Supplemental Agreement.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

“Capitalized Interest Account” means the fund by that name established pursuant to Section 4.02(A) hereof.

“CDIAC” means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

“City” means the City of Rancho Cordova, California, and any successor thereto.

“Closing Date” means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate, dated as of _____, 2026, by and among the City and Goodwin Consulting Group, Inc., in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.05(A) hereof.

“DTC” means the Depository Trust Company, and its successors and assigns.

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Debt Service Account” means the account of the Special Tax Fund by that name established by Section 3.03(A) hereof.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.12.

“District” means the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1, established pursuant to the Resolution of Formation.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment

agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

“Federal Securities” means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment).

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as “stripped” obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank, (ii) certificates of beneficial ownership issued by the Farmers Home Administration, (iii) participation certificates issued by the General Services Administration, (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (v) project notes issued by the United States Department of Housing and Urban Development, and (vi) public housing notes and bonds guaranteed by the United States of America.

“Fiscal Agent” means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Improvement Area No. 2” means Improvement Area No. 2 of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1, designated pursuant to the Resolution of Formation and subsequent annexation to the District.

“Improvement Fund” means the fund by that name established pursuant to Section 3.04(A) hereof.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing March 1, 2026.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Net Maximum Annual Special Taxes” means the largest amount of Special Taxes allowed to be levied for any Bond Year, net of the Administrative Expense Priority.

“Officer’s Certificate” means a written certificate of the City signed by an Authorized Officer of the City.

“Ordinance” means any ordinance of the City levying the Special Taxes.

“Original Purchaser” means the first purchaser of the Bonds from the City.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

“Owner” or *“Bondowner”* means any person who shall be the registered owner of any Outstanding Bond.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank)

shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than 30 days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including funds which are managed or maintained by the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of \$500,000,000, and having a rating of at least "AA" (without regard to qualifier) for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program;

(xiv) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, provided, however, that the Fiscal Agent will be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement; or

(xv) any other lawful investment for City funds.

“Prepayment Account” means the account of the Bond Fund by that name established by Section 4.02(A) hereof.

“Principal Office” means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

“Project” means the acquisitions and improvements described in the Resolution of Formation and pursuant to the Acquisition Agreement and any joint community facilities agreements.

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to Section 4.03, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in at least the “AA” category (without regard to qualifier) by S&P or Moody’s; (ii) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.03; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to Section 4.03.

“Rate and Method” means the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2, as initially approved and as may be amended.

“Record Date” means the 15th day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

“Regulations” means temporary and permanent regulations promulgated under the Code.

“Reserve Fund” means the fund by that name established pursuant to Section 4.03(A) hereof.

“Reserve Requirement” means the least of (i) 125% of the average Annual Debt Service on the Bonds; (ii) Maximum Annual Debt Service on the Bonds; and (iii) 10% of the original principal amount of the Bonds (or, if the Bonds have more than a de minimis amount of original issue discount or premium, 10% of the issue price of such Series of Bonds); provided, that in no event shall the City be obligated to deposit an amount in the Reserve Fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code, and provided further that the Reserve Requirement shall not increase subsequent to the issuance of the Bonds.

“Resolution” means Resolution No. _____, adopted by the City Council of the City on _____, 2025, which resolution authorized the issuance of the Bonds.

“Resolution of Formation” means Resolution No. 71-2022, adopted by the City Council of the City on May 16, 2022, establishing the District and designating therein Improvement Area No. 1 and a Future Annexation Area.

“Securities Depositories” means The Depository Trust Company, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Series” means any series of bonds authorized for Improvement Area No. 2 pursuant to this Fiscal Agent Agreement or any Supplemental Agreement.

“Special Tax Fund” means the fund by that name established by Section 3.03(A) hereof.

“Special Tax Revenues” means the proceeds of the Special Taxes annually received by the City, less an amount equal to the Administrative Expense Priority, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes.

“Special Taxes” means the “Special Tax” as defined in the Rate and Method, levied within Improvement Area No. 2 pursuant to the Act, the Ordinance and this Agreement.

“Supplemental Agreement” means an agreement which is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

“Surplus Account” means the account of the Special Tax Fund by that name established by Section 3.03(A) hereof.

“2026 Bonds” means the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds Series 2026.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. 2026 Bonds in the aggregate principal amount of \$_____ are hereby authorized to be issued by the City for Improvement Area No. 2 under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2026 Bonds shall be designated the "City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds Series 2026."

Section 2.02. Terms of 2026 Bonds.

(A) Form; Denominations. The 2026 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The 2026 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of 2026 Bonds. The 2026 Bonds shall be dated the Closing Date for the 2026 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2026 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2026 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2026 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2026 Bonds shall be issued as serial bonds and term bonds and shall mature and become payable as follows:

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP†</u> <u>(75211R)</u>
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(E) Interest. The 2026 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2026 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing

Date; provided, however, that if at the time of authentication of a 2026 Bond, interest is in default thereon, such 2026 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2026 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2026 Bonds; provided that so long as any 2026 Bonds are in book-entry form, payments with respect to such 2026 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2026 Bonds and any premium on the 2026 Bonds are payable in lawful money of the United States of America upon surrender of the 2026 Bonds at the Principal Office of the Fiscal Agent. All 2026 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2026 Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2026 Bonds are subject to optional redemption from any source of available funds (other than prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20____ through August 31, 20____	103%
September 1, 20____ through August 31, 20____	102
September 1, 20____ through August 31, 20____	101
September 1, 20____ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2026 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2026 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1,	103%
September 1, 20____ and March 1, 20____	102
September 1, 20____ and March 1, 20____	101
September 1, 20____ and any Interest Payment Date thereafter	100

The proceeds of any such prepayment shall be deposited in the Prepayment Account of the Bond Fund and applied by the Fiscal Agent to pay the redemption price of the 2026 Bonds.

(iii) Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, _____ and September 1, _____ (the “**Term Bonds**”) are subject to mandatory sinking payment redemption in part on maturing September 1, _____ and September 1, _____, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2026 Bonds Maturing September 1, 20____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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(maturity)

Term 2026 Bonds Maturing September 1, 20____

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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(maturity)

The amounts in the foregoing tables shall be reduced pro rata at the direction of the City in an Officer’s Certificate, in order to maintain substantially uniform debt service, as a result of any prior partial redemption of the 2026 Bonds pursuant to Section 2.03(A)(i) or (ii) above.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2026 Bonds, upon the filing with

the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2026 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2026 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 45 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board and to the Securities Depositories, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the redemption of Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new

Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged

to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer

provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or name the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds in the aggregate principal amount set forth in Section 2.01 or as authorized in any supplemental agreement and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2026 Bonds.

The proceeds of the purchase of the 2026 Bonds by the Original Purchaser in the amount of \$_____ (being 100% of the aggregate principal amount thereof, less a net original issue discount of \$_____, less an Underwriter's discount of \$_____), shall be paid to the Fiscal Agent, who shall forthwith deposit such proceeds on the Closing Date as follows:

- (i) Deposit in the Improvement Fund \$_____;
- (ii) Deposit in the Reserve Fund \$_____;
- (iii) Deposit \$_____ in the Capitalized Interest Account of Bond Fund;
and
- (iv) Deposit in the Costs of Issuance Fund \$_____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Administrative Services Director, known as "Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds, Series 2026, Special Tax Fund." Within the Special Tax Fund, the Administrative Services Director shall establish and maintain two accounts, (i) the Debt Service Account, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City, and any amounts required by Section 3.05(B) to be deposited in the Special Tax Fund, and (ii) the Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds. Notwithstanding the foregoing, the City may semi-annually transfer from the Special Tax Fund so held an amount equal to one-half of the Administrative Expense Priority as necessary for the payment of Administrative Expense Priority.

(B) Disbursements. All Special Tax Revenues shall be deposited in the Debt Service Account upon receipt. No later than 10 Business Days prior to each Interest Payment Date, the City shall withdraw from the Debt Service Account of the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the Reserve Fund an amount such that the amount then on deposit

therein is equal to the Reserve Requirement, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund such that the amount in the Bond Fund equals the principal, including any mandatory sinking fund payments, premium, if any, and interest due on the Bonds on the next Interest Payment Date. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 15th of each year transfer to the Surplus Account the amount remaining in the Debt Service Account.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay costs of the Project or incidental expenses of the District authorized under the Act, including Administrative Expenses in excess of the Administrative Expense Priority. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement and if not needed for those purposes shall be available, to the extent required under the Acquisition Agreement, to directly finance the Project (so-called pay-as-you-go funds).

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, known as "City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds, Series 2026 Improvement Fund" to the credit of which a deposit shall be made as required by Section 3.02 and as required by Section 3.03. Moneys in the Improvement Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made as determined by an Authorized Officer for the payment or reimbursement of the costs of the Project, including for costs of acquisition of portions of the Project, which may include authorized administrative expenses of the City, in accordance with the Acquisition Agreement, by submission of an Officer's Certificate to the Fiscal Agent requesting disbursement of moneys. The Fiscal Agent need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, that has not been released or will not be released simultaneously with such payment. The Fiscal Agent shall not incur any liability for any disbursement from the Improvement Fund made in reliance upon any Officer's Certificate.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Authorized Officer shall request the Fiscal Agent to transfer the amount, if any,

remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, known as Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds Series Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2026 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by the Administrative Services Director or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the 2026 Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the 2026 Bonds. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 2 months, from the Closing Date of the 2026 Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Improvement Fund, and if the Improvement Fund has been closed then to the Special Tax Fund, and the Costs of Issuance Fund shall be closed. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Administrative Services Director for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, the Improvement Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, the 2026 Bonds shall be secured by a pledge of all amounts in the Reserve Fund, and a series of Additional Bonds may be secured by a reserve account within the Reserve Fund or a separate reserve fund, as provided in the applicable Supplemental Agreement for such Series. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts.

The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any Series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to the repayment of the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to the repayment of the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, known as "City of Rancho Cordova" Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds, Series 2026 Bond Fund, to the credit of which deposits shall be made as required by Section 3.03(B)(ii), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Within the Bond Fund, the Fiscal Agent shall establish a Prepayment Account and deposit therein moneys received, if any, from prepayments of the Special Tax pursuant to Section 2.03(A)(ii). Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

There is also hereby created within the Bond Fund a "Capitalized Interest Account" which account is hereby established for purposes of accounting for the disposition of 2026 Bonds, a portion of the proceeds of which will be deposited to such Capitalized Interest Account pursuant to Section 3.02(a). The amount deposited to the Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2026 Bonds through September 1, 2026. Any excess amounts therein on September 2, 2026 shall be transferred to the Special Tax Fund, and the Capitalized Interest Account shall thereupon be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any

premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds as provided under Section 2.03(A)(i). Moneys in the Prepayment Account shall be disbursed for redemption of Bonds as instructed by the City.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall withdraw from the Reserve Fund to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Administrative Services Director of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Administrative Services Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Administrative Services Director in writing of such fact, and the Administrative Services Director shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, known as "City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds, Series 2026 Reserve Fund," to the credit of which a deposit shall be made as required by Section 3.02, and deposits shall be made as provided in Section 3.03(B). Moneys in the Reserve Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds secured thereby as a reserve for the payment of principal of, and interest on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City.

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the Bonds secured by the Reserve Fund on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Administrative Services Director.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund (or any account therein) exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the Administrative Services Director of the amount of the excess and, following any transfer required pursuant to Section 4.03(D) below, shall transfer an amount equal to the excess from the Reserve Fund to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with Section 4.02.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all of the Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from the investment of moneys in the Reserve Fund and other moneys in the Reserve Fund will remain therein until the

balance exceeds the Reserve Requirement; any amounts in excess of the Reserve Requirement will be transferred to the Improvement Fund, if the Project has not been completed, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds secured by the Reserve Fund.

ARTICLE V**OTHER COVENANTS OF THE CITY**

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of Improvement Area No. 2 of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Reserve Fund and the Special Tax Fund created hereunder.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions of the Fiscal Agent relating to the expenditure of amounts disbursed from funds and accounts held by the Fiscal Agent hereunder. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five Business Days of each June 1, the Fiscal Agent shall provide the Administrative Services Director with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Administrative Services Director shall in no way affect the obligations of the Administrative Services Director under the following two paragraphs. Upon receipt of such notice, the Administrative Services Director shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within Improvement Area No. 2 for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Administrative Services Director, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within Improvement Area No. 2 required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method and the Ordinance.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Administrative Services Director shall prepare and supply the California Debt and Investment Advisory Commission, by mail, postage prepaid, with the information required under Section 53359.5(c) of the Act. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If within 10 days prior to any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner or if the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds, the Administrative Services Director shall make the reports required under Section 4.02(D) hereof.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act.

(D) No Liability. None of the City and its officers, agents and employees, the Administrative Services Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 5.14.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Sacramento relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that:

(a) the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, or

(b) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, but that property owned by any single property owner in Improvement Area No. 2 is delinquent by more

than ~~\$6,5005,000~~ with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or

(c) that property owned by any single property owner in Improvement Area No. 2 is delinquent on four or more consecutive semi-annual Special Tax installments (irrespective of the total delinquencies in Improvement Area No. 2),

then the City shall within 30 days thereafter send a written demand letter to the delinquent parcel(s) and lender of record, if any, as the first step in instituting foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax on each such parcel, and shall thereafter diligently prosecute and pursue such foreclosure proceedings to judgment and sale in such manner and upon such timing as advised by legal counsel, taking into account the amounts delinquent, the estimate cost of legal proceedings, the status of Special Tax collections and available debt service reserves.

Additionally, notwithstanding any of the foregoing, in certain instances the amount of a Special Tax delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the City until there are sufficient Special Tax delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the cost of such foreclosure proceedings.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. No Additional Bonds. The City covenants not to issue Additional Bonds payable from Special Taxes and by the Special Tax Revenues equally and ratably with Bonds previously issued, except that the City may issue bonds to refund all or part of the Bonds. The City may also issue bonds secured by Special Taxes on a subordinate basis to the pledge of Special Taxes for payment of the Bonds.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.13 and 6.02 hereof, the City will take into account optional and mandatory prepayment redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI**INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS;
LIABILITY OF THE CITY**

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Administrative Services Director shall be invested by the Administrative Services Director in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent or Administrative Services Director may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Administrative Services Director shall incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued at their present value (within the meaning of Section 148 of the Code).

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Administrative Services Director hereunder, provided that the Fiscal Agent or the Administrative Services Director, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Administrative Services Director, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the

Administrative Services Director shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Administrative Services Director in writing of the amount of the shortfall and the Administrative Services Director shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of Improvement Area No. 2 of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII**THE FISCAL AGENT**

Section 7.01. Appointment of Fiscal Agent. U.S. Bank Trust Company, National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within 30 days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with

respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with

counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent, but only from Special Tax Revenues, from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, and only from Special Tax Revenues as the source of funds, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations;

(E) to facilitate the issuance of Additional Bonds, to the extent permitted by Section 5.17.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental

Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City under Section 5.13 and to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by facsimile (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: Administrative Services Director

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by facsimile (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association
~~1420 Fifth Avenue, 7th Floor~~
~~Mail Stop PD-WA-T7CT633 W. 5th Street~~
~~Seattle, Washington 98104~~ Los Angeles, CA 90071
Attention: Global Corporate Trust Services
Fax: (206) 344-4630

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and the Fiscal Agent has caused this Agreement to be executed in its name, all as of January 1, 2026.

CITY OF RANCHO CORDOVA, for itself and
on behalf of CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES
DISTRICT NO. 2022-1

By: _____
Administrative Services Director

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____

\$_____

CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS SERIES 2026

INTEREST RATE:
%**MATURITY DATE:**
September 1, 20__**BOND DATE:**
_____, 2026**CUSIP:**

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: *** _____ DOLLARS***

The City of Rancho Cordova (the "City") for and on behalf of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (the "District") for Improvement Area No. 2 of the District, for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2026 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association in St. Paul, Minnesota (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2026 (the "Resolution"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California

Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of improvements for the District, and is one of the bonds designated "City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds Series 2026" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of January 1, 2026, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California. Capitalized terms used but not defined herein are defined in the Agreement.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from the "Special Tax Revenues," being the proceeds of the special taxes annually received by the City for Improvement Area No. 2 (the "Special Taxes"), less an amount equal to the Administrative Expense Priority, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, and certain funds held under the Agreement.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20____ through August 31, 20____	103%
September 1, 20____ through August 31, 20____	102
September 1, 20____ through August 31, 20____	101
September 1, 20____ and any date thereafter	100

The Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1,	103%
September 1, 20____ and March 1, 20____	102
September 1, 20____ and March 1, 20____	101
September 1, 20____ and any Interest Payment Date thereafter	100

The proceeds of any such prepayment shall be deposited in the Prepayment Account of the Bond Fund and applied by the Fiscal Agent to pay the redemption price of the Bonds.

The Term Bonds maturing September 1, _____ and September 1, _____ (the “**Term Bonds**”) are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

**Mandatory
Redemption Date
(September 1)**

**Sinking Fund
Payment**

**Mandatory
Redemption Date
(September 1)**

**Sinking Fund
Payment**

The amounts in the foregoing tables shall be reduced pro rata at the direction of the City in an Officer's Certificate, in order to maintain substantially uniform debt service, as a result of any prior partial redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as

herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Rancho Cordova has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY RANCHO CORDOVA

By: _____
Mayor

Attested:

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2026

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Fiscal Agent

By: _____
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17A(d)15.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

§ _____
CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026

BOND PURCHASE AGREEMENT

_____, 2026

City of Rancho Cordova
Arista del Sol Community Facilities District No. 2022-1
2729 Prospect Park Drive
Rancho Cordova, California 95670

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., as underwriter (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the City of Rancho Cordova (the “City”) for its Arista del Sol Community Facilities District No. 2022-1 (the “Community Facilities District”), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City’s acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of January 1, 2026 (the “Fiscal Agent Agreement”) by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”).

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the \$_____ aggregate principal amount of the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds, Series 2026 (the “Bonds”), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto. The purchase price for the Bonds shall be \$_____ (being 100% of the aggregate principal amount thereof, less a net original issue discount of \$_____, less an Underwriter’s discount of \$_____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any

requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Community Facilities District Act”). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the “Resolution”), adopted by its City Council (the “City Council”) on behalf of the Community Facilities District, on December 15, 2025. The proceeds of the Bonds shall be used to (i) construct and acquire certain public facilities, including payment of fees related to public facilities, authorized for the Community Facilities District and Improvement Area No. 2; (ii) provide for a deposit into the debt service reserve fund for the Bonds; (iii) pay capitalized interest on a portion of the Bonds through and including September 1, 2026; and (iv) pay the costs of issuance of the Bonds.

B. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

C. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the “MSRB”); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged NHA Advisors, LLC, as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on NHA Advisors, LLC for financial advice with respect to the Bonds.

D. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated [POS Date], relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the “Preliminary Official Statement.” By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the

City agrees to execute a final official statement relating to the Bonds (the “Official Statement”) which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall LLP, Bond Counsel and Disclosure Counsel (herein called “Bond Counsel”), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

E. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached to the Official Statement under Appendix F (the “City Continuing Disclosure Certificate”), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

F. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Mateo, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company’s (“DTC”) FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on [Closing Date] (the “Closing Date”), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the “Closing”). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the “State”), and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the “Community Facilities District Formation Resolution” and, together with the Resolution, the “Community Facilities District Resolutions”) and the Community Facilities District Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted

the Community Facilities District Formation Resolution, has duly approved the Unanimous Consent, Waiver and Vote of Sole Landowner, dated July 8, 2025 (the “Unanimous Consent”), has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within Improvement Area No. 2 (the “Ordinance”), and has caused to be recorded in the real property records of Sacramento County, a notice of special tax lien (the “Notice of Special Tax Lien”) (the Community Facilities District Formation Resolution, the Unanimous Consent, the Ordinance, and the Notice of Special Tax Lien being collectively referred to herein as the “Formation Documents”), and the City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Certificate are collectively referred to herein as the “City Documents.”

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the City’s knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or

supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the “End of the Underwriting Period.” If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City’s knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City’s ability or the Community Facilities District’s ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note,

resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the “blue sky” or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an “Action”) pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes (as defined in the Fiscal Agent Agreement) or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to

continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City's knowledge, no entities with outstanding assessment liens against any of the properties within Improvement Area No. 2 which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate in substantially the form under Appendix F to the Official Statement. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of material events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness

payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the city and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State

income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District, the annexation of the Improvement Area into the Community Facilities District, the Unanimous Consent, and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix E to the Official Statement, together with a

letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than by reference Appendix G – DTC and the Book-Entry Only System), "SECURITY FOR THE BONDS," "LEGAL MATTERS" and in Appendices C and E to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Community Facilities District Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors' rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in Improvement Area No. 2 of the Community Facilities District;

7. Special Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Jones Hall LLP, acting as special counsel to the City and the Community Facilities District, substantially in the form of Appendix B hereto;

8. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

9. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

10. Fiscal Agent's Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

11. Fiscal Agent's Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

12. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall LLP, as disclosure counsel ("Disclosure Counsel"), in form and substance acceptable to the Underwriter;

13. Opinion of Underwriter's Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

14. Special Tax Consultant Certificate. A certificate, dated the Closing Date from Goodwin Consulting Group substantially in the form attached as Appendix F hereto;

15. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

16. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

17. Specimen Bonds. Copies of the Specimen Bonds;

18. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix J hereto;

19. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

20. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

21. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

22. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

23. Certificates Regarding Preliminary Official Statement. Prior to and in connection with printing and distribution of the Preliminary Official Statement, (i) an executed certificate of the City and (ii) an executed certificate of each of Woodside 05N, LP, a California limited partnership (“Woodside”), Richmond American Homes of Maryland, Inc., a Maryland corporation (“Richmond American”) and Beazer Homes Holdings, LLC, a Delaware limited liability company (Beazer Homes and together with Woodside and Richmond American, the “Property Owners”) in the form under Appendix G hereto.

24. Property Owners Continuing Disclosure Certificates. Executed copies of the Continuing Disclosure Certificate (Developer) from each of the Property Owners in the form set forth under Appendix F of the Official Statement.

25. Property Owners’ Closing Certificates. An executed bring-down certificate from each of the Property Owners, dated as of the Closing Date, in form and substance as set forth in Appendix H hereto.

26. Property Owners’ Counsel Opinion. The opinion of counsel to each of the Property Owners, dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to the Underwriter and Bond Counsel.

27. Appraiser Closing Certificate. A certificate in form and substance as set forth in Appendix I hereto of Integra Realty Resources, the appraiser of the property within Improvement Area No. 2, dated as of the Closing Date.

28. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter

with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix J, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of

that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- a. the close of the fifth (5th) business day after the sale date; or
- b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. “public” means any person other than an underwriter or a related party;

b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. “sale date” means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance

of the City's obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Purchase Agreement may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent, that if such party signs this Purchase Agreement using an electronic signature, it is signing, adopting and accepting this Purchase Agreement and that signing this Purchase Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Purchase Agreement in a usable format.

13. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

15. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

16. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

17. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,
PIPER SANDLER & CO.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF RANCHO CORDOVA

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

**[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF RANCHO
CORDOVA ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2 SERIES 2026 BONDS]**

APPENDIX A

\$ _____
CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The- Offering-Price Rule
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
20____ ^(T)							
20____ ^(T)							

^(T) Term Bond.

^(C) Priced to optional call at [par] on September 1, 20____.

* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

OPINION OF SPECIAL COUNSEL

[Closing Date]

VIA OVERNIGHT MAIL

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

City of Rancho Cordova
Arista del Sol Community Facilities District No. 2022-1
2729 Prospect Park Drive
Rancho Cordova, California 95670

Re: City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds, Series 2026

Ladies and Gentlemen:

We have acted as counsel for the City of Rancho Cordova (the “City”) and the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 (the “Community Facilities District”), in connection with the purchase and sale of the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds, Series 2026 (the “Bonds”). As such Counsel, we have reviewed the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and between Piper Sandler & Co. (the “Underwriter”) and the City, the Fiscal Agent Agreement, dated as of January 1, 2026 (the “Fiscal Agent Agreement”) by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”), the City Continuing Disclosure Certificate, dated [Closing Date], executed by the City (the “City Continuing Disclosure Certificate”), the Preliminary Official Statement, dated [POS Date], relating to the Bonds (the “Preliminary Official Statement”), the Official Statement, dated [BPA Date], relating to the Bonds (the “Official Statement”), Resolution No. _____ adopted by the City Council of the City on December 15, 2025 (“Bond Resolution”), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the “Bond Documents.” Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution was duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

JONES HALL LLP

APPENDIX C

**CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026**

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Rancho Cordova (the “City”), the City Council (the “City Council”) of which is the Legislative Body for Arista del Sol Community Facilities District No. 2022-1 (the “Community Facilities District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the “Bonds”). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the “Bond Purchase Agreement”), dated [BPA Date], by and between the City and Piper Sandler & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to

state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF RANCHO CORDOVA

By: _____

Its: _____

APPENDIX D

**CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026**

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION CERTIFICATE

The undersigned is an authorized officer of U.S. Bank Trust Company, National Association (the “Bank”), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Fiscal Agent Agreement, dated as of January 1, 2026 (the “Fiscal Agent Agreement”) by and between the City and the Bank, as fiscal agent. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated [BPA Date], by and between the City and Piper Sandler & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or

enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the “State”) or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: [Closing Date]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E

FISCAL AGENT'S COUNSEL OPINION

[Closing Date]

City of Rancho Cordova
Arista del Sol Community Facilities District No. 2022-1
Rancho Cordova, California

Piper Sandler & Co.
El Segundo, California

Re: City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 Improvement Area No. 2 Special Tax Bonds, Series 2026

Ladies and Gentlemen:

We have acted as counsel for U.S. Bank Trust Company, National Association, a national banking association (the "Bank") in connection with the execution by the Bank of the Fiscal Agent Agreement, dated as of January 1, 2026 (the "Fiscal Agent Agreement") by and between the City and the Bank, as fiscal agent. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.
2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F

**CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026**

CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned hereby states and certifies:

1. That he is an authorized officer of Goodwin Consulting Group, Inc. (the “Special Tax Consultant”) and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant has prepared the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) as set forth in Appendix A to the Official Statement dated [BPA Date], for the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 (the “Community Facilities District”) Improvement Area No. 2 Special Tax Bonds, Series 2026 (the “Bonds”). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement, dated as of January 1, 2026 (the “Fiscal Agent Agreement”) by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent.

3. That the Special Taxes, if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, and annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date (net of estimated Administrative Expenses equal to a maximum of \$30,000 for Fiscal Year 2026-27 (subject to an increase of 2.00% per Fiscal Year)), would generate at least 110% of the Annual Debt Service payable with respect to the Bonds payable from such Special Taxes, assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled “SECURITY FOR THE BONDS – Special Taxes” and “– Rate and Method,” “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2,” “CONTINUING DISCLOSURE,” “APPENDIX A,” including the tables sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary

to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the City, the Underwriter, Piper Sandler & Co., and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: [Closing Date]

GOODWIN CONSULTING GROUP

By: _____

Title: _____

APPENDIX G

**CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026**

CERTIFICATE OF PROPERTY OWNER

[POS Date]

City of Rancho Cordova
Arista del Sol Community Facilities District No. 2022-1
2729 Prospect Park Drive
Rancho Cordova, California 95670

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

The undersigned certifies and represents that he or she is duly authorized on behalf of [Woodside 05N, LP, a California limited partnership] [Richmond American Homes of Maryland, Inc., a Maryland corporation] [Beazer Homes Holdings, LLC, a Delaware limited liability company] (the “**Property Owner**”), to execute and deliver this Certificate of Property Owner (this “**Certificate**”) in connection with the issuance, sale and delivery by the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 (the “**Community Facilities District**”) of the Bonds captioned above (the “**Bonds**”).

Capitalized terms used but not defined in this Certificate have the same meanings as are set forth in the Bond Purchase Agreement with respect to the Bonds between Piper Sandler & Co., as underwriter (the “**Underwriter**”), and the City.

As used in this Certificate, the phrase “**Actual Knowledge of the Undersigned**” means the actual knowledge (as opposed to constructive) that the undersigned currently has as of the date of this Certificate or has obtained through (i) interviews with such current officers and responsible employees of the Property Owner as the undersigned has reasonably determined are likely, in the ordinary course of his or her respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) review of documents reasonably available to the undersigned and which the undersigned has reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Property Owner’s current business and operations. The undersigned has not contacted individuals who are no longer employed by the Property Owner.

As used in this Certificate, the term “**Relevant Entity**” of the Property Owner means any other Person (i) who presently directly or indirectly through one or more intermediaries, is currently

controlling, controlled by, or under common control with the Property Owner, and (ii) about whom information is material to potential investors in their evaluation of Improvement Area No. 2 of the Community Facilities District and investment decision regarding the Bonds (including without limitation information relevant to Property Owner's proposed development of the Property (defined herein), or to the Property Owner's ability to pay the Special Taxes on the portion of the Property then-owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency). As used in this Certificate, the term "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**," or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

As used in this Certificate, the term "**Property**" means the real property currently owned by the Property Owner within Improvement Area No. 2 of the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 (the "**Community Facilities District**"), as further described in the Preliminary Official Statement.

The undersigned certifies that he or she is familiar with the facts set forth in this Certificate, and further hereby certifies, to the Actual Knowledge of the Undersigned, as follows, as an authorized offer or representative of Property Owner:

(1) The Property Owner has been duly organized and validly exists in good standing under the laws of the State of _____ [qualified to transact business in the State of California] and has or will have prior to the Closing, as required, all requisite [corporate][limited partnership][limited liability company] right, power and authority:

(i) to execute and deliver this Certificate,

(ii) to execute and deliver the Continuing Disclosure Certificate (Developer) at Closing,

(iii) to own, develop and sell the Property, as described in the Preliminary Official Statement,

(iv) to carry on its business as described in the Preliminary Official Statement, and

(v) to perform its obligations under the Continuing Disclosure Certificate (Developer).

(2) The Property Owner agrees to execute at Closing the Continuing Disclosure Certificate (Developer) substantially in the form attached to the Preliminary Official Statement under Appendix F, with such additional changes as may be agreed upon by the Underwriter, Bond Counsel and the Property Owner.

(3) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, Property Owner is not aware of any material failures by it or

any entity under managerial control of Property Owner to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five (5) years.

(4) To the Actual Knowledge of the Undersigned, execution and delivery of the Continuing Disclosure Certificate (Developer), and the performance by the Property Owner of its obligations under the Continuing Disclosure Certificate (Developer), will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Property Owner, or any applicable law, regulation, judgment or decree.

(5) To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in material default on any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or in breach of any applicable law, regulation, judgment or decree, and no event has occurred and is continuing that would constitute such a default or breach, the result of which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay the Special Taxes on the portion of the Property then-owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) to carry on its business as described in the Preliminary Official Statement, or

(iv) to perform its obligations under the Continuing Disclosure Certificate (Developer).

(6) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Property Owner has not assumed any obligations under any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or any applicable judgment or decree, which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay the Special Taxes on the portion of the Property then-owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency

(iii) to carry on its business as described in the Preliminary Official Statement, or

(iv) to perform its obligations under the Continuing Disclosure Certificate (Developer).

(7) Except as described in the Preliminary Official Statement, the Property Owner does not have any loans outstanding and unpaid and no lines of credit that are secured by the Property.

(8) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in default in, or, in the last five (5) years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the Community Facilities District or any other community facilities districts or assessment districts in California that was not cured prior to the commencement of a foreclosures action against the delinquent Property Owner of Relevant Entity in a court of law.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no litigation, inquiry, investigation or administrative proceeding, before or by any court, regulatory agency, public board or body pending against the Property Owner (with service of process to the Property Owner having been accomplished), or to the Actual Knowledge of the Undersigned, overtly threatened in writing against the Property Owner, or to the Actual Knowledge of the Undersigned, pending (with service of process to such Relevant Entity having been accomplished) or overtly threatened in writing against any Relevant Entity of the Property Owner, in each case which, if successful, could reasonably be expected to:

(i) materially and adversely affect the ability of the Property Owner to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) materially and adversely affect the ability of the Property Owner to pay the Special Taxes on the portion of the Property then-owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) materially and adversely affect the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement,

(iv) materially adversely affect the ability of the Property Owner to perform its obligations under the Continuing Disclosure Certificate (Developer),

(v) challenge, question the validity or enforceability of, or restrain or enjoin the performance of, the Special Taxes, the Bonds, the Resolution, the Fiscal Agent Agreement, the Continuing Disclosure Certificate (Developer), or the Bond Purchase Agreement, or

(vi) restrain or enjoin collection of Special Taxes or other sums to be pledged to pay the principal of and interest on the Bonds.

(10) Except as disclosed in the Preliminary Official Statement or in this Certificate:

(i) the Property Owner and, to the Actual Knowledge of the Undersigned, its Relevant Entities, are able to pay their respective bills as they become due;

(ii) neither the Property Owner nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities, has filed for bankruptcy or been declared bankrupt in the last 10 years; and

(iii) to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities has any proceedings pending against it (with service of process to the Property Owner having been accomplished) or overtly threatened in writing in which the Property Owner or any of its Relevant Entities may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its respective debts or obligations, be granted an extension of time to pay its respective debts or obligations, or be granted a reorganization or readjustment of its respective debts or obligations.

(11) As of the date hereof, to the Actual Knowledge of the Undersigned, the information in the sections of the Preliminary Official Statement entitled “OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 - _____”, and “CONTINUING DISCLOSURE - _____,” concerning the Property Owner, its Relevant Entities, ownership of the Property, the Property Owner’s development and financing plans, and the Property Owner’s contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner), is true and correct in all material respects, and contains no untrue statement of a material fact and does not omit any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Property Owner has not submitted an application for, nor received actual notice of,

(i) the formation or authorization of any other assessment district or community facilities district that would include any portion of the Property, or

(ii) the authorization or issuance of any debt secured by an assessment or another special tax to be levied on any portion of the Property, other than the Special Tax.

(13) Except as set forth in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no claims, disputes, lawsuits, actions or contingent liabilities of or against the Property Owner or its Relevant Entities, or among, by or between the Property Owner and any contractors working on the development of the Property, which is reasonably likely to materially and adversely affect the ability of the Property Owner to:

(i) own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) pay the Special Taxes on the portion of the Property then-owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) carry on its business as described in the Preliminary Official Statement, or

(iv) perform its obligations under the Continuing Disclosure Certificate (Developer).

(14) An appraisal of the taxable properties within Improvement Area No. 2 of the Community Facilities District dated _____, 2025 (the “**Appraisal Report**”), with a date of value of October 21, 2025 (the “**Date of Value**”), was prepared by Integra Realty Resources, Sacramento California (the “**Appraiser**”). The Appraisal Report estimates the market value of the taxable properties within Improvement Area No. 2 of the Community Facilities District as of the Date of Value. To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of and authorized by, the Property Owner to the Appraiser and contained in the sections of the Appraisal Report highlighted in yellow in Exhibit A attached hereto was true and correct in all material respects as of the Date of Value.

(15) The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way:

(i) seeks to challenge or overturn the formation of the Community Facilities District,

(ii) seeks to challenge the adoption of the ordinance levying Special Taxes within Improvement Area No. 2 of the Community Facilities District,

(iii) seeks to invalidate the Community Facilities District or any of the Bonds or any refunding obligations relating thereto, or

(iv) seeks to invalidate the special tax liens of Improvement Area No. 2 of the Community Facilities District imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto.

The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity before any court, regulatory agency, public board or body, relating to the following:

(a) a claim that the Special Tax has not been levied in accordance with the Rate and Method,

(b) the application or use of the Special Taxes levied and collected, or

(c) the enforcement of the obligations of the City or the Community Facilities District under the Fiscal Agent Agreement or any agreements between or among the Property Owner and its Relevant Entities, the City and/or the Community Facilities District or under which the Property Owner or its Relevant Entities is a party or beneficiary.

(16) The Property Owner has received a copy of the Rate and Method containing the Special Tax prepayment formula. The Property Owner acknowledges that any prepayment of the Special Taxes may only be made in accordance with the Rate and Method.

(17) The Property Owner shall comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended, relating to the Notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property.

(18) Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, including, but not limited to, the risks described in the Preliminary Official Statement under the sections entitled “BONDOWNERS’ RISKS” and “IMPROVEMENT AREA NO. 2”, to the Actual Knowledge of the Undersigned, the Property Owner anticipates that it will have sufficient funds to (i) complete the development and sale of the Property as described in the Preliminary Official Statement, and (ii) pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

However, no assurance can be given that sources of financing available to the Property Owner will be sufficient to complete the property development and home construction as currently anticipated and as described in the Preliminary Official Statement. While the Property Owner has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Property Owner nor any of its Relevant Entities has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of the Property Owner to provide internal financing in the past, the Property Owner has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete the Property Owner’s planned development in Improvement Area No. 2 of the Community Facilities District and other financing by the Property Owner is not put into place, there could be a shortfall in the funds required to complete the proposed development by the Property Owner and portions of the Property may not be developed.

(19) The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of such Bonds will be used for the acquisition and construction of the improvements described in the Preliminary Official Statement. The Property Owner acknowledges that the costs to acquire and construct such improvements are estimates, and that any increase in costs in excess of the estimated costs relating to improvements will reduce the improvements which may be financed by the City, and neither the City, nor the Community Facilities District has any obligation to provide moneys to pay for any such costs other than from the proceeds of Bonds or Special Taxes.

(20) During the period between the date of this Certificate and the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the acquisition, ownership, development or sale of the Property which the undersigned believes would cause the information under the captions of the Preliminary Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue

statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, such Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(21) As a condition to the issuance of the Bonds, the Property Owner agrees to deliver a bring-down certificate, dated the Closing Date, in substantially the form attached as Appendix H to the Bond Purchase Agreement, to affirm and restate the Property Owner's certifications, representations and covenants made in this Certificate. If any event related to or affecting the Property Owner, its Relevant Entities or the ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the form of bring-down certificate, the Property Owner agrees to deliver at the time of issuance of the Bonds a new form of bring-down certificate revised to reflect such event.

(22) The Property Owner acknowledges and agrees that:

(i) in connection with the purchase and sale of the Bonds under the Bond Purchase Agreement, and with the discussions, undertakings and procedures leading up to the consummation of the purchase and sale of the Bonds under the Bond Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Property Owner,

(ii) the Underwriter has not assumed a fiduciary responsibility in favor of the Property Owner with respect to (a) the offering of the Bonds contemplated hereby or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Property Owner on other matters), or (b) any other obligation to the Property Owner with respect to the offering contemplated by the Bond Purchase Agreement, and

(iii) the Property Owner has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Bonds contemplated by the Bond Purchase Agreement.

(23) On behalf of the Property Owner, the undersigned has reviewed the contents of this Certificate and has consulted with counsel regarding the meaning of its contents. The Property Owner acknowledges and understands that a variety of state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Property Owner, and that under some circumstances certification as to the matters set forth in this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such laws.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Certificate solely in his or her capacity as an authorized officer or representative of the Property Owner and he or she will have no personal liability arising from or relating to this Certificate. Any liability arising from or relating to this Certificate may only be asserted against the Property Owner.

[PROPERTY OWNER]

By: _____

EXHIBIT A

EXCERPTS FROM THE APPRAISAL REPORT

(to be attached)

APPENDIX H

§ _____

**CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026**

BRING-DOWN CERTIFICATE OF PROPERTY OWNER

Dated: [Closing Date]

City of Rancho Cordova
Arista del Sol Community Facilities District No. 2022-1
2729 Prospect Park Drive
Rancho Cordova, California 95670

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

The undersigned certifies and represents that he or she is duly authorized, on behalf of [Woodside 05N, LP, a California limited partnership] [Richmond American Homes of Maryland, Inc., a Maryland corporation] [Beazer Homes Holdings, LLC, a Delaware limited liability company] (the “**Property Owner**”), to execute and deliver this Bring-Down Certificate of Property Owner (this “**Bring-Down Certificate**”) in connection with the issuance, sale and delivery by the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 (the “**Community Facilities District**”) of the Bonds captioned above (the “**Bonds**”).

This Bring-Down Certificate is delivered pursuant to the Bond Purchase Agreement with respect to the Bonds dated [BPA Date], between Piper Sandler & Co., as underwriter, and the City (the “**Purchase Agreement**”).

In connection with the distribution of the Preliminary Official Statement relating to the Bonds, the Property Owner executed a Certificate of Property Owner dated [POS Date] (the “**Certificate**”).

Capitalized terms used but not defined in this Bring-Down Certificate have the same meanings as set forth in the Purchase Agreement and the Certificate.

The undersigned, on behalf of the Property Owner, further certifies as follows:

(1) The undersigned is familiar with the facts certified in the Certificate and this Bring-Down Certificate, and is authorized and qualified to certify the same as an authorized officer or representative of the Property Owner.

(2) The undersigned has received the final Official Statement relating to the Bonds (the “**Final Official Statement**”).

(3) Each statement made in the Certificate is affirmed and restated as if made on the date hereof; provided that each statement made in the Certificate referring to the Preliminary Official Statement is affirmed as it relates to the final Official Statement dated [BPA Date] and relating to the Bonds (the “**Final Official Statement**”).

(4) To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement that has, in any material way, adversely affected the statements and information described in Section 11 of the Certificate (and subject to the limitations and exclusions contained in Section 11 of the Certificate) relating to the Property Owner, its Relevant Entities, ownership of the Property, the Property Owner’s development and financing plans, and the Property Owner’s contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner), which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(5) For a period of 25 days after the Closing Date, if the undersigned has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership, development or sale of the Property which could cause the information under the captions of the Final Official Statement indicated in Section 11 of the Certificate (and subject to the limitations and exclusions contained in Section 11 of the Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(6) The Property Owner has duly executed and delivered the Continuing Disclosure Certificate (Developer).

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Bring-Down Certificate solely in his or her capacity as an authorized officer or representative of the Property Owner and he or she will have no personal liability arising from or relating to this Bring-Down Certificate. Any liability arising from or relating to this Bring-Down Certificate may only be asserted against the Property Owner.

[PROPERTY OWNER]

By: _____

APPENDIX I

**CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026**

CERTIFICATE OF APPRAISER

Integra Realty Resources (the “Appraiser”), Sacramento, California prepared an appraisal of the properties within Improvement Area No. 2 of the City of Rancho Cordova Arista del Sol Community Facilities District No. 2022-1 (the “Community Facilities District”) dated _____, 2025 (the “Appraisal”). The Appraisal is described and summarized in the Preliminary Official Statement dated [POS Date] (the “Preliminary Official Statement”) and the Official Statement dated [BPA Date] (the “Official Statement”), including as Appendix B thereto, relating to the bonds captioned above.

The Appraiser hereby certifies that, to the best of his knowledge and belief, all information with respect to the Appraisal in the Preliminary Official Statement and in the Official Statement was true and correct as of the date of the Appraisal and that the Appraiser is aware that acts and events may have occurred since the date of the Appraisal which could result in both positive and negative effects on market value; however, an updated Appraisal has not been completed as of this date.

The Appraiser hereby consents to the use of the Appraisal in connection with the distribution and use of the Preliminary Official Statement and Official Statement.

Dated: [Closing Date]

INTEGRA REALTY RESOURCES

By:_____

APPENDIX J

§ _____
CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. (“Piper”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the Bonds.***

(a) Piper offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated [BPA Date], between the Issuer and Piper, Piper agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. ***Defined Terms.***

(a) *Holding Period* means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Piper has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Rancho Cordova.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [BPA Date].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date]

PIPER SANDLER & CO.

By: _____
Managing Director

SCHEDULE A
SALE PRICES

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

PRELIMINARY OFFICIAL STATEMENT DATED DECEMBER [17], 2025

NEW ISSUE-FULL – BOOK ENTRY

NOT RATED

In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$10,000,000*

**CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026**

Dated: Date of Delivery**Due: September 1, as shown on inside cover**

Authority for Issuance. The above-captioned bonds (the "Bonds") are being issued by the City of Rancho Cordova (the "City") by and through Improvement Area No. 2 (the "Improvement Area No. 2") of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (the "District"). The Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Mello-Roos Act"), and are issued pursuant to a Fiscal Agent Agreement, dated as of January 1, 2026 (the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). See "THE BONDS – Authority for Issuance."

Security and Sources of Payment. The Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) consisting of Special Taxes levied on property within Improvement Area No. 2 according to a rate and method of apportionment of special tax described herein, including from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes (as defined herein), and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. The taxable real property within Improvement Area No. 2 consists of parcels under development into 215 single-family residential homes. Unpaid Special Taxes are secured by a lien on applicable taxable lots, and do not constitute a personal indebtedness of the owners of the parcels within Improvement Area No. 2. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay such Special Tax even though financially able to do so. To provide funds for payment of the Bonds and the interest thereon as a result of any delinquent installments, the City will establish a Reserve Fund from Bond proceeds, as described herein. See "SECURITY FOR THE BONDS."

Property in Improvement Area No. 2 subject to the Special Tax is comprised of land in the City of Rancho Cordova, Sacramento County, California, currently being developed as 215 single-family homes in three neighborhoods by merchant homebuilders Woodside Homes, Richmond American Homes, and Beazer Homes. The development is "phase 2" of a larger development being undertaken by Woodside [and Richmond American] in the City, with model homes open and home construction and marketing underway. See "IMPROVEMENT AREA NO. 2" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2."

Use of Proceeds. The Bonds are being issued to (i) construct and acquire certain public facilities, including payment of fees related to public facilities, authorized for the District and Improvement Area No. 2; (ii) provide for a deposit into the debt service reserve fund for the Bonds; (iii) pay capitalized interest on the Bonds through and including September 1, 2026; and (iv) pay the costs of issuance of the Bonds. See "FINANCING PLAN."

Bond Terms. Interest on the Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026. The Bonds will be issued in the denomination of \$5,000 or integral multiples of \$5,000 in excess thereof. The Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. See "THE BONDS – Description of the Bonds" and "APPENDIX G – DTC and the Book-Entry Only System."

Redemption. The Bonds are subject to optional redemption, mandatory sinking fund redemption, and special mandatory redemption from prepaid Special Taxes. See "THE BONDS – Redemption."

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM THE SPECIAL TAX REVENUES AND CERTAIN OTHER FUNDS AND AMOUNTS HELD BY THE FISCAL AGENT UNDER THE FISCAL AGENT AGREEMENT. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "BOND OWNERS' RISKS," SHOULD BE READ IN ITS ENTIRETY.

MATURITY SCHEDULE

(see inside cover)

This cover page contains certain information for quick reference only. It is not a summary of essential information about the Bonds. Potential investors should read this entire Official Statement to obtain information essential for making an informed investment decision. Investment in the Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of BOND OWNERS' RISKS that should be considered in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to approval as to their legality by Jones Hall LLP, San Mateo, California, Bond Counsel, and subject to certain other conditions. Jones Hall also serves as disclosure counsel to the City. Certain matters will be passed upon for the City by Meyers Nave, A Professional Law Corporation, Sacramento, California, as City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about January 14, 2026*.

[PIPER LOGO]

The date of this Official Statement is: _____, 2025.

* Preliminary; subject to change.

MATURITY SCHEDULE

\$ _____ Serial Bonds
(Base CUSIP†: _____)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ()
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\$ _____ % Term Bond due September 1, _____, Yield: _____%, Price: _____%;
CUSIP† _____

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2026 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

CITY OF RANCHO CORDOVA

City Council

Siri Pulipati, *Mayor*
Garrett Gatewood, *Vice Mayor*
Linda Budge, *Councilmember*
David M. Sander, Ph.D., *Councilmember*
Joe Little, *Councilmember*

Staff

Micah Runner, *City Manager*
Kim Juran-Karageorgiou, *Administrative Services Director*
Stacy Leitner, *City Clerk*
Adam Lindgren of Meyers Nave, A Professional Law Corporation, *City Attorney*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Jones Hall LLP
San Mateo, California

Municipal Advisor

NHA Advisors, LLC
San Rafael, California

Special Tax Consultant

Goodwin Consulting Group, Inc.
Sacramento, California

Appraiser

Integra Realty Resources
Sacramento, California

Fiscal Agent

U.S. Bank Trust Company, National Association
Los Angeles, California

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
INTRODUCTION	1	BOND OWNERS' RISKS	43
FINANCING PLAN	5	Limited Obligation of the City to Pay Debt	
THE BONDS	6	Service	43
Authority for Issuance	6	Concentration of Ownership	43
Description of the Bonds	6	Appraised Values	43
Redemption	7	Levy and Collection of the Special Tax	44
Transfer or Exchange of Bonds	9	Property Tax Delinquencies	45
SECURITY FOR THE BONDS	10	Property Values and Risks Related to	
Special Taxes	10	Development	46
Rate and Method	11	Future Property Development	49
Special Tax Fund	14	Other Possible Claims Upon the Value of	
Deposit and Use of Proceeds of Bonds	15	Taxable Property	49
Delinquent Payments of Special Tax;		Exempt Properties	49
Covenant for Foreclosure	15	FDIC/Federal Government Interests in	
Reserve Fund	17	Properties	50
Improvement Fund	18	Depletion of Reserve Fund	51
No Additional Bonds Except for Refunding	19	Bankruptcy Delays	52
DEBT SERVICE SCHEDULE AND		Disclosure to Future Purchasers	53
COVERAGE	20	No Acceleration Provisions	54
IMPROVEMENT AREA NO. 2	22	Loss of Tax Exemption	54
Formation and Background	22	IRS Audit of Tax-Exempt Bond Issues	54
Description and Location	22	Voter Initiatives	54
Environmental Matters	23	Case Law Related to the Mello-Roos Act	
THE FACILITIES	26	Voting	55
Eligible Facilities	26	Secondary Market for Bonds	57
Acquisition by the City and other Local		Pandemic Diseases	57
Agencies	26	Cyber Security	57
OWNERSHIP OF PROPERTY WITHIN		Potential Early Redemption of Bonds from	
IMPROVEMENT AREA NO. 2	27	Prepayments	57
Current Property Ownership	27	LEGAL MATTERS	58
Woodside	27	Legal Opinion	58
Richmond American	29	No Litigation	58
Beazer Homes	32	TAX MATTERS	58
VALUE OF PROPERTY WITHIN		CONTINUING DISCLOSURE	60
IMPROVEMENT AREA NO. 2	34	The City	60
Assessed Valuation	34	Woodside	61
Appraised Values	34	Richmond American	61
Value to Special Tax Burden Ratios	36	Beazer Homes	61
Priority of Lien	39	NO RATING	62
Estimated Tax Burden on Single-Family		UNDERWRITING	62
Home	42	PROFESSIONAL FEES	62
Special Tax Collections and Delinquencies	42	EXECUTION	63

APPENDIX A	Rate and Method of Apportionment of Special Tax
APPENDIX B	The Appraisal
APPENDIX C	Summary of Certain Provisions of the Fiscal Agent Agreement
APPENDIX D	Sacramento County and City of Rancho Cordova Demographic Information
APPENDIX E	Form of Opinion of Bond Counsel
APPENDIX F	Form of Continuing Disclosure Undertakings
APPENDIX G	DTC and the Book-Entry Only System

OFFICIAL STATEMENT

\$10,000,000*
CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026

This Official Statement, including the cover page and all appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Rancho Cordova (the “City”) of the above-captioned bonds (the “Bonds”), for and on behalf of its Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (the “**District**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein shall have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX C.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The District, Improvement Area No. 1 and Future Annexation Area. The District was established, Improvement Area No. 1 was designated as an improvement area within the District, and a future annexation area was created for the District (the “**Future Annexation Area**”), pursuant to proceedings conducted by the City under the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, of the Government Code of the State of California) (the “**Mello-Roos Act**”).

In July 2025, land designated as Improvement Area No. 2 of the District (“**Improvement Area No. 2**”) was annexed to the District from the Future Annexation Area, and an initial bond authorization was established for Improvement Area No. 2 in the amount of \$14,800,000. In the third quarter of 2026, the owners of the remaining land in the Future Annexation Area plan to request annexation of such land into the District as a separate Improvement Area No. 3. The Bonds represent the first series of special tax bonds authorized and issued by the City for

* Preliminary; subject to change.

Improvement Area No. 2 and are secured solely by the Special Taxes (defined herein) levied in Improvement Area No. 2 and no other improvement areas of the District.

The Bonds. The Bonds are issued pursuant to the provisions of the Mello-Roos Act, a Fiscal Agent Agreement, dated as of January 1, 2026 (the “**Fiscal Agent Agreement**”) between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”), and a resolution adopted on [December 15], 2025 by the City Council of the City, which authorized the issuance of the Bonds (the “**Resolution**”).

Registration of Ownership of the Bonds. The Bonds are issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”), without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page hereof. Interest on the Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2026. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners shall mean Cede & Co., and shall not mean the ultimate purchasers of the Bonds. Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC and the Book-Entry Only System.”

Use of Proceeds. Proceeds of the Bonds will primarily be used to finance a portion of the costs of acquiring and constructing and/or paying impact fees for, certain public infrastructure improvements necessary for development in the District (the “**Facilities**,” as described herein). The Facilities consist generally of roadway and transportation improvements, park improvements, in-tract improvements and other miscellaneous infrastructure improvements necessary for development of property within the District, as well as certain development impact fees imposed by the City and other local agencies. Proceeds of the Bonds will also be used to make a deposit in the Reserve Fund (defined herein), provide capitalized interest on the Bonds through and including September 1, 2026, and pay the cost of issuance of the Bonds.

Security and Sources of Payment of the Bonds. The Bonds are secured by, and payable from, “**Special Tax Revenues**,” which are defined as the proceeds of the Special Taxes annually received by the City, less an amount equal to the Administrative Expense Priority, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. “**Special Taxes**” means the special tax levied on taxable real property within the boundaries of Improvement Area No. 2 under the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 (the “**Rate and Method**”), and “**Administrative Expense Priority**” means (i) for Fiscal Year 2026-27, \$30,000, and (ii) for each subsequent fiscal year, an amount equal to the preceding fiscal year’s Administrative Expense Priority plus an additional 2% of such amount.

The Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including the Reserve Fund, all as more fully described herein. The Special Tax applicable to each taxable parcel in Improvement Area No. 2 will be levied and collected annually according to the tax liability determined by the application of the Rate and

Method, which is set forth in APPENDIX A hereto. The Special Taxes represent fixed liens on the parcels of land subject to a Special Tax in Improvement Area No. 2 and failure to pay the Special Taxes could result in proceedings to foreclose title to the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels and no proceedings to collect directly from an owner is permitted. See “SECURITY FOR THE BONDS – Rate and Method” and “APPENDIX A – Rate and Method of Apportionment of Special Tax.”

Pursuant to the Mello-Roos Act and the Fiscal Agent Agreement, so long as any Bonds are outstanding, the City will annually levy the Special Tax against all taxable land within Improvement Area No. 2 in accordance with the proceedings for the authorization and issuance of the Bonds and to make provision for the collection of the Special Tax in amounts which will be sufficient to pay interest on, principal of and redemption premium (if any) on the Bonds as such becomes due and payable and to replenish the Reserve Fund (as defined herein) as necessary. See “SECURITY FOR THE BONDS – Special Taxes” herein.

In connection with the issuance of the Bonds, the City will direct the Fiscal Agent to establish a “**Reserve Fund**,” which will be funded in an amount equal to the Reserve Requirement (described herein) with respect to the Bonds. Amounts in the Reserve Fund are available for payment of the Bonds in the event of delinquencies in the payment of the Special Taxes to the extent of such delinquencies. See “SECURITY FOR THE BONDS – Reserve Fund.” If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the Bonds or supplement the Reserve Fund.

No Additional Bonds Except for Refunding. The Bonds are the first series of bonds being issued by the City for Improvement Area No. 2. No additional bonds are currently expected, except that additional bonds secured on parity with the Bonds may be issued for refunding purposes. Land within the Future Annexation Area is expected to annex into the District as one or more separate improvement areas and is not expected to provide security for the Bonds.

Property Subject to the Special Tax. Improvement Area No. 2 consists of 215 residential lots subject to the Special Tax and the lots are under development by the following merchant homebuilders (collectively, the “**Merchant Builders**”):

- Woodside 05N, LP, a California limited partnership (“**Woodside**”) is developing 63 lots into its “Willow at Cypress” neighborhood and “28 lots into its “Aspen at Cypress” neighborhood;
- Richmond American Homes of Maryland Inc., a Maryland corporation (“**Richmond American**”), and an affiliate of Woodside, is developing 41 lots into its “Seasons at Cypress” neighborhood; and
- Beazer Homes Holdings, LLC, a Delaware limited liability company (“**Beazer Homes**”) is developing 83 lots into its “Arista” neighborhood

As of the October 21, 2025 date of the appraisal described herein, development of the project consists of 215 residential lots with lot sizes ranging from 4,200 to 5,775 square feet. The project is three non-contiguous portions of the master planned community. As noted above, of the 215 lots, 91 lots are owned by Woodside, 41 lots are owned by Richmond American, and 83 lots are owned by Beazer Homes.

Marketing in all neighborhoods is ongoing, with certain homes under contract, but no closings. Homes under contract may not result in closed escrows as sales contracts are subject to cancellation. Land in Improvement Area No. 2 consists of “phase 2” of a larger development being undertaken by Woodside and Richmond American, Improvement Area No. 1 was the first phase of the larger development, and, as of September 1, 2025, there were 226 out of a planned 366 homes sold and closed to individual homeowners within Improvement Area No. 1. *The Bonds are secured only by the parcels in Improvement Area No. 2.*

Value of Property. Property in Improvement Area No. 2 is security for the Special Tax. The City ordered preparation of an appraisal report (the “**Appraisal**”), of the estimated value of the taxable land within Improvement Area No. 2 as of October 21, 2025, prepared by Integra Realty Resources, Sacramento, California (the “**Appraiser**”). The Appraiser indicated a value estimate of \$45,852,000 as of the date of value, subject to the conditions and qualifications set forth therein. The Appraisal is set forth in its entirety as APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions that affected the estimates as to value, in addition to the assumption of completion of the Facilities expected to be funded with the proceeds of the Bonds. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2.”

The principal amount of the direct and overlapping debt in Improvement Area No. 2 is \$10,737,982*, which consists of the estimated amount of Bonds (\$10,000,000*) and \$737,982 of overlapping general obligation and CFD bond debt. Consequently, the estimated value of property in Improvement Area No. 2 subject to the Special Tax lien (\$45,852,000), is approximately 4.3* times the principal amount of the direct and overlapping debt in Improvement Area No. 2. This is an average, and individual parcels may have value-to-lien ratios that are different. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Value to Special Tax Burden Ratios.”

Land may annex into Improvement Area No. 2 or, more likely, a separate improvement area established for the District, from the Future Annexation Area upon the unanimous approval of the owner(s) thereof, without any further proceedings of the City Council. Currently, no annexations into Improvement Area No. 2 are contemplated and per the Fiscal Agent Agreement, bonds can only be issued for refunding purposes.

Risks of Investment. Investment in the Bonds involves risks that may not be appropriate for some investors. See “BOND OWNERS’ RISKS” for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the Bonds.

Limited Obligation of the City. The General Fund of the City is not liable, and the full faith and credit of the City is not pledged, for the payment of the interest on, or principal of or redemption premiums, if any, on the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the Special Tax Revenues and amounts in certain funds established under the Fiscal Agent Agreement as described herein. The Bonds are special limited obligations of the City, and neither the City Council, the City nor any officer or employee thereof shall be liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds other than from the Special Tax Revenues and

* Preliminary; subject to change.

amounts in certain funds established under the Fiscal Agent Agreement as described herein.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. See "APPENDIX C – Summary of Certain Provisions of the Fiscal Agent Agreement." The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or Improvement Area No. 2 since the date hereof.

FINANCING PLAN

The Bonds are being issued to (i) construct and acquire certain public facilities, which may include payment of fees related to public facilities, authorized for the District; (ii) deposit into the Reserve Fund an amount equal to the Reserve Requirement with the Bonds; (iii) fund capitalized interest on the Bonds through and including September 1, 2026; and (iv) pay the costs of issuance of the Bonds.

A summary of the estimated sources and uses of funds associated with the sale of the Bonds follows:

Estimated Sources of Funds:

Principal Amount of the Bonds	\$
Plus/less: [Net] Original Issue Premium/Discount	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to Reserve Fund ⁽¹⁾	
Deposit to Capitalized Interest Account of Bond Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) Equal to the Reserve Requirement for the Bonds.

(2) Used to pay capitalized interest on the Bonds through and including September 1, 2026.

(3) Used to pay costs of issuance of the Bonds, including initial fees, expenses and charges of the Fiscal Agent, costs of printing the preliminary and final Official Statements, administrative fees of the City, Underwriter's discount, Municipal Advisor, fees of Bond Counsel and Disclosure Counsel, and other costs of issuance.

THE BONDS

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution adopted by the City Council on [December 15], 2025, and the Mello-Roos Act.

Description of the Bonds

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company (“**DTC**”), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners shall mean Cede & Co., and shall not mean the ultimate purchasers of the Bonds. Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., by U.S. Bank Trust Company, National Association, as the fiscal agent, registrar and transfer agent (the “**Fiscal Agent**”) for the Bonds, so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC and the Book-Entry Only System.”

The Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The principal of the Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the Bonds.

Interest on the Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2026. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the “**Record Date**”), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds shall be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See “APPENDIX G – DTC and the Book-Entry Only System.”

Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is

authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the dated date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G - DTC and the Book-Entry Only System."

Redemption

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

See "BOND OWNERS' RISKS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__ and September 1, 20__ (the "**Term Bonds**") are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

September 1, 20__ Term Bonds

Mandatory Redemption Date (September 1)	Sinking Fund Payment
--	---------------------------------

September 1, 20__ Term Bonds

Mandatory Redemption Date (September 1)	Sinking Fund Payment
--	---------------------------------

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and number of each Bond to be redeemed or shall state that all Bonds between two stated numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of Bonds. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an event of default.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent shall select the Bonds to be redeemed from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate. Upon surrender of Bonds redeemed in part only, the City shall execute, and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds shall be made in accordance with DTC procedures. See APPENDIX G. Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

SECURITY FOR THE BONDS

The Bonds are secured by and payable from a first pledge of the proceeds of the “**Special Tax Revenues**,” defined in the Fiscal Agent Agreement as the proceeds of the Special Tax received by the City for Improvement Area No. 2, less an amount equal to the Administrative Expense Priority, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. “**Administrative Expense Priority**” means (i) for Fiscal Year 2026-27, \$30,000, and (ii) for each subsequent fiscal year, an amount equal to the preceding fiscal year’s Administrative Expense Priority plus an additional 2% of such amount.

All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided in the Fiscal Agent Agreement, the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, the Bonds are secured by a pledge of all amounts in the Reserve Fund. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts.

The Special Tax Revenues and all moneys deposited into said funds are pledged to the payment of the principal of, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Mello-Roos Act until all of the Bonds have been paid and retired or until moneys or Federal Securities (as defined in the Fiscal Agent Agreement) have been set aside irrevocably for that purpose. The City may issue additional bonds secured on a parity with the Bonds only for refunding purposes; see “– Additional Bonds” below.

Amounts in a Costs of Issuance Fund established under the Fiscal Agent Agreement are not pledged to the repayment of the Bonds. The Facilities are not in any way pledged to the repayment of the Bonds. Any proceeds of condemnation, destruction or other disposition of any Facilities are not pledged to the repayment of the Bonds and are free and clear of any lien or obligation imposed under the Fiscal Agent Agreement.

Special Taxes

A Special Tax applicable to each taxable parcel in Improvement Area No. 2 will be levied and collected according to the tax liability determined by the City through the application of the Rate and Method prepared by Goodwin Consulting Group, Inc., Sacramento, California (the “**Special Tax Consultant**”) and set forth in APPENDIX A hereto, for all taxable properties in Improvement Area No. 2. Interest and principal on the Bonds is payable from the annual Special Taxes to be levied and collected on such property within Improvement Area No. 2, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Mello-Roos Act in a maximum amount determined according to the Rate and Method approved by the City. See “Rate and Method” below and “APPENDIX A – Rate and Method of Apportionment of Special Tax.”

The amount of Special Taxes that the City may levy in any year on taxable property in Improvement Area No. 2, from which principal and interest on the Bonds is to be paid, is limited by the maximum rates approved by the qualified electors within Improvement Area No. 2 which

are set forth as the “**Maximum Special Tax**” in the Rate and Method. Under the Rate and Method, Special Taxes will be levied annually in an amount not in excess of the Maximum Special Tax for the purpose of making payments on the Bonds. The Special Taxes and any interest earned on the Special Taxes shall constitute a fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the amount levied for principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon shall not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and shall be held in trust for the benefit of the owners thereof and shall be applied pursuant to the Fiscal Agent Agreement. The Rate and Method apportions the Special Tax Requirement (as defined in the Rate and Method and described below) among the taxable parcels of real property within Improvement Area No. 2 according to the rate and methodology set forth in the Rate and Method. See “– Rate and Method” below. See also “APPENDIX A – Rate and Method of Apportionment of Special Tax.”

The City may levy the Special Tax up to the Maximum Special Tax rate authorized by the qualified electors within Improvement Area No. 2 as set forth in the Rate and Method if conditions so require and the City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Special Tax Requirement (as defined below). Because each Special Tax levy for payment of the Bonds is limited to the Maximum Special Tax rates authorized as set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Special Tax Requirement will in fact be collected in any given year. See “BOND OWNERS’ RISKS – Levy and Collection of the Special Tax” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

In addition to the Maximum Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Mello-Roos Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults.

Rate and Method

The Special Tax authorized under the Mello-Roos Act applicable to land within Improvement Area No. 2 will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Rate and Method (defined terms set forth below in this section have the meanings set forth in the Rate and Method) set forth in “APPENDIX A – Rate and Method of Apportionment of Special Tax.” The Special Tax will be levied each year from parcels within Improvement Area No. 2 in an amount at least sufficient to pay debt service on outstanding Bonds and administrative expenses. The Special Tax is expected to be collected at the same time and in the same manner as *ad valorem* property taxes. The City reserves the right to collect the taxes in another manner if required to meet annual obligations of Improvement Area No. 2.

Each year, the City will determine the Special Tax Requirement for the upcoming fiscal year. The “**Special Tax Requirement**” is defined in the Rate and Method as the amount necessary in any fiscal year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such fiscal year, (ii) to pay periodic costs for the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds, (iii) to replenish reserve funds to the extent such replenishment was not included in the computation of

the Special Tax Requirement in a previous fiscal year, (iv) to 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) to pay Administrative Expenses, and (vi) to pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax on Final Map Property or Undeveloped Property (as defined in the Rate and Method). The Special Tax Requirement components in clauses (i) and (ii) 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 debt service pursuant to the Indenture, Bond resolution, or other legal document that set forth these terms, (b) in the sole and absolute discretion of the City, proceeds received by the City from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs as determined by the City.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City has the authorization to tax all parcels within Improvement Area No. 2 except tax-exempt parcels as described in the Rate and Method.

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Development Class, (ii) for Developed Property, categorize each Parcel as Single Family Detached Property, Single Family Attached Property or Other Property, (iii) for Single Family Detached Property, determine the Lot Category for each SFD Lot; (iv) for Single Family Attached Property, determine the number of SFA Units on each Parcel; (v) for Other Property, determine the Acreage of each Parcel; and (vi) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D of the Rate and Method.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 2 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class and/or Land Use Category than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class and/or Land Use Category, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

Assignment of Maximum Special Tax. The Rate and Method describes in detail the precise method for assigning the Maximum Special Tax to parcels within Improvement Area No. 2, which generally provides that each year the City will use the definitions contained in the Rate and Method to classify each parcel as tax-exempt or taxable. Changes to maximum special tax rates due to Land Use Changes are handled per Section D of the Rate and Method. See APPENDIX A.

Maximum Special Tax Rates. The Maximum Special Tax for a Parcel of Developed Property based on a lot category of "A," "B," or "C" designated in the Rate and Method, based on lot size (see the "Lot Category" definitions in Appendix A) at the time the District was formed, as

shown below and in Attachment 2 of the Rate and Method. The Rate and Method includes a designated tax amount for Attached Property and Other Property, however no development into those designations is expected. For additional details, see APPENDIX A.

Land Use Category	Lot Category	FY 2026-27 Maximum Special Tax ⁽¹⁾⁽²⁾	
Single Family Detached Property	A ⁽³⁾	\$1,934.10	per Residential Unit / SFD Lot
	B ⁽⁴⁾	\$2,791.40	per Residential Unit / SFD Lot
	C ⁽⁵⁾	\$3,603.94	per Residential Unit / SFD Lot
Single Family Attached Property	N/A	\$1,934.10	per Residential Unit
Other Property	N/A	\$29,152.00	per Acre

- (1) On July 1 each fiscal year, the Maximum Special Taxes shall be increased by 2% of the amount in effect in the previous fiscal year.
- (2) Represents the Maximum Special Tax rates based on currently-expected land uses in the CFD. Subject to change pursuant to Section D of the RMA.
- (3) The RMA defines Lot Category A as a SFD Lot within the portion of Improvement Area No. 2 in which an average lot size of 40'x105' was anticipated as of the Lien Date, as identified in Attachment 1 to the RMA.
- (4) The RMA defines Lot Category B as a SFD Lot within the portion of Improvement Area No. 2 in which an average lot size of 45'x105' was anticipated as of the Lien Date, as identified in Attachment 1 to the RMA.
- (5) The RMA defines Lot Category C as a SFD Lot within the portion of Improvement Area No. 2 in which an average lot size of 55'x105' was anticipated as of the Lien Date, as identified in Attachment 1 to the RMA.

Source: Goodwin Consulting Group, Inc.

In addition to the Maximum Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Mello-Roos Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults.

Levy of Special Tax. Once the Special Tax Requirement has been determined for a particular Fiscal Year, the Special Tax will 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. "Developed Property" for purposes of the Rate and Method 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.

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.

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.

Thereafter, Taxable Welfare Exempt Property, Taxable Owners Association Property and Taxable Public Property could be taxed. See APPENDIX A.

Termination of the Special Tax. The Special Tax will be levied until all Bonds have been repaid and all authorized facilities have been funded; however, Special Taxes cannot be levied under any circumstance after Fiscal Year 2064-65.

Prepayment of the Special Tax. The Special Tax obligation assigned to a particular parcel within Improvement Area No. 2 can be prepaid, which will release the parcel making the prepayment from the Mello-Roos special tax lien. Section H of the Rate and Method sets forth a detailed formula by which the prepayment for a parcel can be calculated. Proceeds of such prepayment will be used to redeem a portion of the Bonds. See "THE BONDS – Redemption."

Projected Fiscal Year 2026-27 Special Tax Levy. The following table shows the projected Fiscal Year 2026-27 special tax levy for Improvement Area No. 2

**Projected Fiscal Year 2026-27
Special Tax Levy ⁽¹⁾**

Lot Category	Projected FY 2026-27 Maximum Special Tax⁽¹⁾⁽²⁾	Projected FY 2026-27 Actual Special Tax ⁽²⁾
A	\$121,848	\$110,399
B	192,607	179,916
C	299,127	267,504
Total	\$613,582	\$557,819

(1) Based on building permits issued prior to October 21, 2025, and final maps recorded by June 30, 2025.

(2) Includes debt service due in 2027 on the Bonds and estimated administrative expenses in the amount of \$30,000.

Sources: Goodwin Consulting Group, Inc.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City will establish and maintain two accounts, (i) the Debt Service Account, to the credit of which the City will deposit, immediately upon receipt, all Special Tax Revenues, and (ii) the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds. Notwithstanding the foregoing, the City may semi-annually transfer from the Special Tax Fund so held an amount equal to one-half of the Administrative Expense Priority as necessary for the payment of Administrative Expenses up to the Administrative Expense Priority.

All Special Tax Revenue will be deposited in the Debt Service Account upon receipt. No later than 10 Business Days prior to each Interest Payment Date, the City will withdraw from the Debt Service Account of the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein, is equal to the Reserve Requirement, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, including any mandatory sinking fund payments, premium, if any, and interest due on the Bonds on the next Interest Payment Date. At such time as deposits to the Debt Service Account equal the principal, including any mandatory sinking fund payments,

premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the balance of the Reserve Fund to the Reserve Requirement, the amount in the Debt Service Account in excess of such amount may, at the discretion of the City on or after September 15th of each year, be transferred to the Surplus Account and thereafter be free of the pledge to pay the Bonds.

Moneys in the Surplus Account may, at the City's discretion, be used to pay for costs of the Facilities, to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement but are not pledged to payment of the Bonds.

Deposit and Use of Proceeds of Bonds

The Bonds are additionally secured by certain amounts generated from proceeds of the Bonds, together with interest earnings thereon pledged under the Fiscal Agent Agreement. The proceeds of the initial purchase of the Bonds shall be paid to the Fiscal Agent, who shall deposit such proceeds in the Costs of Issuance Fund, the Improvement Fund, the Bond Fund (for capitalized interest) and the Reserve Fund established under the Fiscal Agent Agreement. See APPENDIX C for information on use of the moneys, including investment earnings thereon, in the various funds established under the Fiscal Agent Agreement. See also “– Reserve Fund” and “– Improvement Fund” below.

Delinquent Payments of Special Tax; Covenant for Foreclosure

The Special Tax will be collected in the same manner and same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Mello-Roos Act to order institution of an action in superior court to foreclose the lien therefore.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in such fiscal year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Mello-Roos Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area No. 2 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that:

(a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such fiscal year, but that property owned by any single property owner in Improvement Area No. 2 is delinquent by more than \$6,500 with respect to the Special Tax due and payable by such property owner in such fiscal year, or

(b) that property owned by any single property owner in Improvement Area No. 2 is delinquent on four or more consecutive semi-annual Special Tax installments (irrespective of the total delinquencies in Improvement Area No. 2),

then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided in the Fiscal Agent Agreement against each such property owner.

Under the Mello-Roos Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price which will be sufficient to pay or reimburse the delinquent Special Taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the Owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Additionally, it is possible that no bids are received at a foreclosure sale. Provided that it is not levying the Special Tax at the Maximum Special Tax rates set forth in the Rate and Method, the City may adjust the Special Taxes levied on all property within Improvement Area No. 2 subject to the Special Tax to provide an amount required to pay debt service on the Bonds, and to replenish the Reserve Fund, provided however such adjustment may not exceed the Maximum Special Tax or include an increase as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults.

Under current law, a judgment debtor (property owner) has at least 140 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived, and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Mello-Roos Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Priority of Lien."

Teeter Plan. In 1949, the California Legislature enacted an alternative method for the distribution of property taxes to local agencies. This method, known as the "**Teeter Plan**," is found in Sections 4701-4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county collects property taxes and certain other public agencies and taxing areas located in the county receive annually the full amount of their shares of property taxes and other impositions collected on the secured roll, including delinquent property taxes which have yet to be collected. While the county bears the risk of loss on unpaid delinquent taxes, it retains the penalties associated with delinquent taxes when they are paid. In turn, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk.

The Board of Supervisors of Sacramento County has adopted the Teeter Plan, and the County elects to apply its Teeter Plan to the collection of the Special Taxes annually. As such, the Teeter Plan will be applicable after the initial year of a Special Tax levy, but no assurance can be given that it will continue in any or all of the years that the Bonds are outstanding. To the extent that the County's Teeter Plan continues in existence and is carried out as adopted, and to the extent the County does not discontinue the Teeter Plan with respect to the City or Improvement Area No. 2, the County's Teeter Plan may help protect owners of the Bonds from the risk of delinquencies in the payment of Special Taxes. *However, there can be no assurance that the County will not modify or eliminate its Teeter Plan or choose to remove Improvement Area No. 2 from its Teeter Plan permanently in any year while the Bonds are outstanding.*

Once adopted, a county's Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless, prior to the commencement of a fiscal year, a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, decide to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency.

Reserve Fund

Under the Fiscal Agent Agreement, the Fiscal Agent established the Reserve Fund, which is available for payment of the Bonds in the event of delinquencies in the payment of the Special Taxes to the extent of such delinquencies.

The City is required to maintain on deposit in the Reserve Fund an amount that is equal to the Reserve Requirement with respect to the Bonds. The **"Reserve Requirement"** means the least of (i) 125% of the average Annual Debt Service on the Bonds; (ii) Maximum Annual Debt Service on the Bonds; and (iii) 10% of the original principal amount of the Bonds (or, if the Bonds have more than a de minimis amount of original issue discount or premium, 10% of the issue price of such Series of Bonds); provided, that in no event shall the City be obligated to deposit an amount in the Reserve Fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code. The Reserve Requirement shall not increase after the issuance of the Bonds.

Amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the Bonds secured by the Reserve Fund. If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the Bonds or supplement the Reserve Fund.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Bond Fund or the Improvement

Fund as provided below, except that investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

Moneys in the Reserve Fund will be invested and deposited in accordance with the Fiscal Agent Agreement. Interest earnings and profits resulting from the investment of moneys in the Reserve Fund and other moneys in the Reserve Fund will remain therein until the balance exceeds the Reserve Requirement; any amounts in excess of the Reserve Requirement will be transferred to the Improvement Fund, if the Facilities have not been completed, or if the Facilities have been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company (a "Qualified Reserve Fund Credit Instrument"), provided certain conditions are met, including that the long-term credit rating of such bank or insurance company is rated at least "AA" (without regard to qualifier) by S&P or Moody's.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and making any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, the Fiscal Agent establishes an "**Improvement Fund**," which is held and used by the Fiscal Agent to pay the costs of the Facilities. Disbursements from the Improvement Fund will be made by the Fiscal Agent in accordance with written requests of the City.

Before any payment from the Improvement Fund shall be made, the City shall file or cause to be filed with the Fiscal Agent a written request of the City for disbursement of moneys from such fund. Such withdrawals shall be implemented by the City pursuant to the terms and requirements of the Acquisition Agreement (described below). The Fiscal Agent need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, that has not been released or will not be released simultaneously with such payment. The Fiscal Agent shall not incur any liability for any disbursement from the Improvement Fund made in reliance upon any requisition. When the City determines that all of the costs of the Facilities to be financed with proceeds of the Bonds have been paid, the City shall provide written notification of such determination to the Fiscal Agent and direct the Fiscal Agent to transfer any remaining balance in any Improvement Fund into the Bond Fund. See "THE FACILITIES – Acquisition by the City."

No Additional Bonds Except for Refunding

The Resolution of Formation authorizes the issuance of up to \$14,800,000 of bonded indebtedness for Improvement Area No. 2; the Bonds represent the first series of bonds and under the provisions of the Fiscal Agent Agreement and the City is precluded from issuing additional bonds secured by the Special Taxes on parity with the Bonds, except for refunding bonds issued under the Act. The City may issue bonds for Improvement Area No. 2 secured by Special Taxes on a subordinate basis to the pledge of Special Taxes for payment of the Bonds.

**City of Rancho Cordova
Arista Del Sol Community Facilities District No. 2022-1
Improvement Area No. 2
Special Tax Bonds Series 2026
Debt Service Schedule**

Total

-20-

Projected Debt Service Coverage. The projected debt service coverage for Fiscal Year 2026-27 is set forth below and is based on the current status of development and only the Bonds outstanding. To the extent that development status changes, the debt service coverage may be different than what is shown. The Bonds have been structured so there is at least 110% debt service coverage from Special Tax Revenues in every year the Bonds are outstanding.

**City of Rancho Cordova
Arista Del Sol Community Facilities District No. 2022-1
Improvement Area No. 2
Special Tax Bonds Series 2026
Projected Fiscal Year 2026-27 Debt Service Coverage⁽¹⁾⁽²⁾**

Bond Year	Maximum Special Tax Developed and Final Map Property ⁽³⁾	Priority Admin ⁽⁴⁾	Special Tax Debt Service *	Debt Service Coverage from Developed and Final Map Property *
2027	\$613,582	(\$30,000)	\$527,819	110.56%

*. Preliminary; subject to change.

(1) Pursuant to Section 53321(d) of the Government Code, the special tax levied against any assessor's parcel for which an occupancy permit for private residential use has been issued shall not be increased as a consequence of delinquency or default by the owner of any other assessor's parcel within the District by more than 10% above the amount that would have been levied in the fiscal year had there never been any such delinquencies or defaults.

(2) Represents the Maximum Special Tax rates based on currently-expected land uses in Improvement Area No. 2. Subject to change pursuant to Section D of the RMA.

(3) Includes projected Maximum Special Tax revenues based on the status of development as of October 21, 2025. Assumes no future development.

(4) As defined in the Fiscal Agent Agreement, the Administrative Expense Priority for Fiscal Year 2026-27 is \$30,000 and escalates by 2% per year.

Sources: Piper Sandler & Co.; Goodwin Consulting Group, Inc.

IMPROVEMENT AREA NO. 2**Formation and Background**

On January 3, 2022, the City Council adopted a Resolution of Intention to form the District, designate Improvement Area No. 1 as an improvement area therein, and establish the Future Annexation Area, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Facilities and making contributions to certain public facilities. The public hearing date identified in the Resolution of Intention was postponed in accordance with the Mello-Roos Act. After conducting the noticed public hearing, on May 16, 2022, the City Council adopted the Resolution of Formation, which established the District, designated Improvement Area No. 1 therein, and created the Future Annexation Area, approved the Rate and Method for Improvement Area No. 1 and set forth the necessity to incur bonded indebtedness for the District and Improvement Area No. 1 in a total amount not to exceed \$50,000,000 (excluding bonds or notes described in Section 53364.2(e) of the Mello-Roos Act), initially allocated as follows: (i) for Improvement Area No. 1, \$25,000,000 and (ii) for the portion of the District that is in the Future Annexation Area and not currently in Improvement Area No. 1, \$25,000,000. On the same day, an election was held within Improvement Area No. 1 in which Woodside, as the sole eligible landowner voter in the District, approved the proposed bonded indebtedness and the levy of the Special Tax within Improvement Area No. 1.

In July 2025, land designated as Improvement Area No. 2 of the District was annexed to the District from the Future Annexation Area via “unanimous approval” process, and an initial bond authorization was established for Improvement Area No. 2 in the amount of \$14,800,000.

Description and Location

General. Land developing in the District is referred to by the City as the “Arista Del Sol” residential project, planned for a total of 740 residential lots, which is located within the Sunridge Specific Plan area of the City, northwest of Grantline Road at northwest corner of Chrysanthy Boulevard and Grant Line Road, south of Douglas Road, which represents the main east/west thoroughfare in the neighborhood. This is approximately 15 miles east of the Sacramento Central Business District, south of U.S. Highway 50, one of two main east-west routes in Sacramento. On- and off-ramps for U.S. Highway 50 are accessible via Sunrise Boulevard, about seven miles northwest of the District. To the east, it provides access to El Dorado County, various foothills communities, the Sierra Nevada Mountains and Lake Tahoe. To the west, Highway 50 is the principal route to Sacramento’s Central Business District and other major freeways.

The Sunridge Specific Plan provides a mix of uses organized around the various single family residential neighborhoods, many of which have been completed and sold out. The plan area is primarily residential but is supplemented with commercial and office uses; housing types consist mostly of detached single-family residential units.

Land in improvement Area No. 2 represents a portion of the larger “Arista Del Sol” community, planned for 215 single-family residential units. As of October 21, 2025, all of the land was owned by merchant homebuilders, with 91 lots are owned by Woodside, 41 lots owned by Richmond American, and 83 lots owned by Beazer Homes.

The greater Rancho Cordova area is a mature suburban area, which encompasses all types of land uses, including single-family and multifamily residential, retail, office and industrial, and has experienced continued growth since the mid 1980’s. This area currently is a substantial

suburban office market within the Sacramento region, as well as a major employment center, most of which is located along U.S. Highway 50 which traverses the City. For certain demographic information relating to the City and the County, see "APPENDIX D – Sacramento County and City of Rancho Cordova Demographic Information."

Maps. The following pages show the boundary map of the District (including Improvement Area No. 2 therein), and the villages planned for the project.

Environmental Matters

Flood Hazard Map Information. Land in Improvement Area No. 2 is located in Flood Zone X, described as areas outside of the 100 and 500-year flood plains (less than 0.2% annual chance of flooding in any given year - flood insurance not required). This information is according to the Federal Emergency Management Agency Flood Map, Community Panel No. 06067C-0240J, revised July 19, 2018. Land in Improvement Area No. 2 is not subject to the Central Valley Flood Protection Plan (SB 5).

Seismic Conditions. According to the California Seismic Safety Commission, Improvement Area No. 2 is located within Zone 3, areas of moderate seismic activity. Zone 3 is considered to be the lowest risk zone in California. In addition, Improvement Area No. 2 is not located within a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 of the California Department of Conservation, Division of Mines and Geology.

Wildfire Hazards. Land in Improvement Area No. 2 has been classified as an area of moderate concern, as defined by CAL FIRE.

[Insert CFD Boundary Map]

[Insert Site Plan Map]

THE FACILITIES

Eligible Facilities

The Facilities eligible to be financed by the District (including Improvement Area No. 2 therein) are set forth in the Resolution of Formation and include roadway and transportation improvements, park improvements, in-tract improvements as well as certain development impact fees imposed by the City and other local agencies, including fees for transportation related facilities, sanitary sewer facilities, water facilities and other capital improvements for which developer impact fees are payable as a condition of development within the District (collectively, the **"Facilities"**), as well as improvements and incidental expenses as authorized by the Mello-Roos Act.

The proceeds of the Bonds will be used for a portion of the cost of the Facilities. See "FINANCING PLAN" for additional details.

Acquisition by the City and other Local Agencies

In connection with the issuance of special tax bonds for Improvement Area No. 1, the City and Woodside entered into a Funding, Construction and Acquisition Agreement (the **"Acquisition Agreement"**) which provides for financing of all or a portion of the Facilities, including Facilities to be constructed by or on behalf of Woodside (or its successors), with a portion of the proceeds of the Bonds. As components of the Facilities to be constructed by Woodside are completed, proceeds of a portion of the Bonds will be used to pay all or a part of the purchase price of various Facilities pursuant to the terms of the Acquisition Agreement. The portion of the cost of construction of the Facilities to be constructed by Woodside, which will not be provided from Bond proceeds, will be the responsibility of Woodside.

The City also entered into joint community facilities agreements with the Cordova Recreation and Park District (CRPD) and other local agencies so that a portion of the proceeds of the Bonds and other special tax bonds issued for Improvement Area No. 2 may finance the development impact fees and/or Facilities to be acquired by those local agencies.

The Rate and Method provides that the funding of Improvement costs can also be made from collections of the Special Tax available for a limited time as the "pay-as-you-go" component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Facilities (both improvements and fees) in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service.

OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2

The information regarding the ownership of the property contained under this caption has been provided by the Merchant Builders. There may be material adverse changes in this information after the date of this Official Statement. Unpaid Special Taxes do not constitute a personal indebtedness of the Merchant Builders or any other current or subsequent owners of the parcels within Improvement Area No. 2 and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 2 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. The Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement.

There is no assurance that the Merchant Builders or any other current or subsequent owners of the parcels within Improvement Area No. 2 have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay such taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment directly from the owners of property within Improvement Area No. 2 of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within Improvement Area No. 2. See "SECURITY FOR THE BONDS" and "BOND OWNERS' RISKS" herein.

Current Property Ownership

All of the land in Improvement Area No. 2 is currently owned by the Merchant Builders.

Initially, all of the taxable land in Improvement Area No. 2 was owned by Woodside, which is the master developer for the larger "Arista Del Sol" development.

In 2024, Woodside sold a portion of the larger development, consisting of a total of 142 residential lots to Beazer Homes, in two takedowns – 59 lots on June 3, 2024, and 83 lots on December 23, 2024. With respect to the second take-down, Woodside was responsible for putting the lots into "finished lot" condition.

Also in 2024, Richmond American's parent company, MDC Holdings, Inc., was acquired was purchased by Sekisui House Ltd., which is also the ultimate parent of Woodside since 2017. As a result of the acquisition, Richmond American is now part of Sekisui House's U.S. operations, alongside other home building brands, including Woodside Homes.

Woodside

General. As defined previously in this Official Statement, "Woodside" refers to Woodside 05N, LP, a California limited partnership. Woodside is wholly owned by Woodside Group, LLC, a Nevada limited liability company ("**Woodside Group**"), directly or through its wholly owned subsidiaries. Woodside is owned 99% directly by Woodside Group, as a limited partner. The remaining 1% interest is owned by WDS GP, Inc., a California corporation, as its general partner, which is wholly owned by Woodside Homes of California, Inc., a California corporation, which in turn is wholly owned by Woodside Group. The parent of Woodside Group is Woodside Homes Company, LLC, a Delaware limited liability company ("**Woodside Homes Company**"). Since February 28, 2017, the ultimate parent of Woodside Homes Company has been Sekisui House,

ITEM 18.1.**ATTACHMENT 4**

Ltd, one of Japan's largest homebuilders, which was founded in 1960 and is headquartered in Osaka, Japan.

Woodside Group's subsidiaries engage in the design, construction, and sale of single-family homes under the brand names of Woodside Homes and Hubble Homes. Woodside Homes Company is one of America's top 30 homebuilders having built more than 40,000 homes across the United States, with current operations in Arizona, California, Idaho, Nevada, and Utah.

Development Plan. Woodside plans to construct a total of 91 single-family detached homes in Improvement Area No. 2 as part of two neighborhoods known as "Willow at Cypress" and "Aspen at Cypress." Woodside does not pre-plot, so there is no anticipated product mix by floor plan for the number of units Woodside will be constructing.

The 63 homes planned for the portion of the Willow neighborhood within Improvement Area No. 2 consist of four floor plans ranging from approximately 1,670 to approximately 2,402 square feet. As of October 21, 2025, three model homes were complete, four production homes were under construction and the remaining 56 lots were in finished lot condition (none with building permits issued).

The 28 homes planned for the portion of the Aspen neighborhood within Improvement Area No. 2 consist of six floor plans ranging from approximately 1,933 to approximately 2,715 square feet. As of October 21, 2025, no homes within the portion of Aspen in Improvement Area No. 2 were under construction. The Aspen models are complete but in Improvement Area No. 1.

The development status of the homes within the Willow and Aspen neighborhoods within Improvement Area No. 2 is set forth in the following tables. As of October 21, 2025, no homes had been sold and closed to individual homeowners.

Woodside – "Willow at Cypress"
(63 LDR Lots)
(as of October 21, 2025)

Floor Plans	Approx. Square Footage Range	Total Units Planned	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow	Units Under Construction	Finished Lots	Estimated Base Price Range⁽¹⁾
Four Floor Plans	1,670-2,402	63	0	3	4	63	\$479,990-\$564,990

(1) Estimated base price as of October 21, 2025 and does not include lot upgrades, premiums or concessions and incentives which may be offered.
Source: Woodside.

Woodside – "Aspen at Cypress"
(28 LDR Lots)
(as of October 21, 2025)

Floor Plans	Approx. Square Footage Range	Total Units Planned	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow	Units Under Construction	Finished Lots	Estimated Base Price Range⁽¹⁾
Six Floor Plans	1,933-2,715	28	0	0	0	28	\$519,990-\$614,990

(1) Estimated base price as of October 21, 2025 and does not include lot upgrades, premiums or concessions and incentives which may be offered.

Source: Woodside.

Woodside's development expectations described above are based on Woodside's current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Woodside reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See "BOND OWNERS' RISKS – Property Values and Property Development – Risks of Real Estate Secured Investments Generally."

Financing Plan. Woodside intends to finance the acquisition, development and home construction costs related to its development in Improvement Area No. 2 using internal sources, which may include cash generated from its homebuilding operations and advances from affiliates of its parent Woodside Homes Company. Woodside Homes Company has a \$330 million unsecured term loan.

SH Residential Holdings, LLC, the direct parent of Woodside Homes Company, has one or more unsecured revolving credit facilities which are available to Woodside Homes Company pursuant to one or more intercompany lending agreements between SH Residential Holdings, LLC and Woodside Homes Company.

No assurance can be given that amounts necessary to fund the planned development by Woodside in Improvement Area No. 2 will be available when needed. Neither Woodside nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Woodside in Improvement Area No. 2. Any contributions by Woodside or any other entity or person to fund the costs of such development are entirely voluntary. Woodside has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Woodside's parent company, is inadequate to pay the costs to complete the planned development by Woodside in Improvement Area No. 2 and other financing is not put into place, there could be a shortfall in the funds required to complete the proposed development by Woodside or to pay ad valorem property taxes or Special Taxes related to Woodside's property in Improvement Area No. 2 and the remaining portions of such development may not be completed. Many factors beyond Woodside's control, or a decision by Woodside to alter its current plans, may cause the actual sources and uses to differ from the projections. See "BOND OWNERS' RISKS – Property Values and Property Development" herein.

Richmond American

General. As previously defined in this Official Statement, “Richmond American” is Richmond American Homes of Maryland, Inc., a Maryland corporation. Richmond American is a wholly-owned subsidiary of Sekisui House U.S., Inc., a Delaware corporation (“**SHUS**”), which was formerly known as M.D.C. Holdings, Inc., a Delaware corporation and underwent a name change to SHUS on September 4, 2025. SHUS is a wholly-owned subsidiary of Sekisui House, Ltd., a Japanese kabushiki kaisha (“**Sekisui House**”). Richmond American and its predecessor entity have been building homes in California since 1986. The Northern California division of Richmond American based in Roseville, California, is responsible for the development of its project in Improvement Area No. 2.

SHUS has two primary operations: homebuilding and financial services. SHUS’s homebuilding operations consist of wholly-owned subsidiary companies that build and sell homes under the name “Richmond American Homes.” SHUS’s financial services operations include subsidiary companies that originate mortgage loans, provide title agency services, offer third-party insurance products for Richmond American’s homebuyers, and provide insurance coverage for SHUS subsidiaries and most of Richmond American’s subcontractors.

SHUS continues to voluntarily file public reports with the SEC setting forth certain data relative to the consolidated results of operations and financial position of SHUS and its subsidiaries, including Richmond American, as of such date. There is no guarantee that SHUS will continue to file such reports or information with the SEC or otherwise make them publicly available.

The SEC maintains an internet website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including SHUS. The address of such internet website is www.sec.gov. All documents subsequently filed by SHUS after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes.

The foregoing website and references to filings with the SEC are included for reference only, and the information on such website and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such website or on file with the SEC. Neither Richmond American, SHUS nor any other person or entity is obligated to advance funds for construction or development and investors should not rely on the information and financial statements contained on such website in evaluating whether to buy, hold or sell the Bonds. The information contained on such website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter..

Development by Richmond American. Richmond American plans to construct 41 single-family detached homes in Improvement Area No. 2 as part of a neighborhood marketed as “Seasons at Cypress.” The proposed product mix for the homes planned to be constructed by Richmond American within the portion of this neighborhood in Improvement Area No. 2 is set forth in the following table. As of October 21, 2025, no homes had been sold and closed to individual homeowners.

**Richmond American – “Seasons at Cypress”
(41 LDR Lots)
(as of October 21, 2025)**

Floor Plans	Approx. Square Footage	Total Units Planned	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow	Units Under Construction	Finished Lots	Estimated Base Price⁽¹⁾
Peridot	1,720	9	0	0	3	9	\$526,950
Lapis	2,170	3	0	0	2	3	574,950
Pearl	2,360	7	0	0	2	7	597,950
Moonstone	2,710	11	0	0	4	11	628,950
Cassia	2,910	11	0	0	4	11	667,950
Totals		41	0	0	15	41	

(1) Estimated base price as of October 21, 2025 and does not include lot upgrades, premiums or concessions and incentives which may be offered.
Source: Richmond American.

Richmond American’s development expectations described above are based on its current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans outlined herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally, homes under contract may not result in closed escrows as sales contracts are subject to cancellation. See “BOND OWNERS’ RISKS – Concentration of Ownership” and “ – Property Values and Property Development.”

Financing Plan. Richmond American intends to finance the acquisition, development and home construction costs related to its development in Improvement Area No. 2 using internal sources, which may include funding from its parent company SHUS and home sales proceeds from its project in Improvement Area No. 2. However, home sales revenues from Richmond American’s activities in Improvement Area No. 2 are not segregated and set aside for completing its development activities in Improvement Area No. 2.

No assurance can be given that amounts necessary to fund the remaining planned development by Richmond American in Improvement Area No. 2 will be available when needed. Neither Richmond American nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Richmond American in the District. Any contributions by Richmond American or any other entity or person to fund such costs are entirely voluntary. Richmond American has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes.

If and to the extent that the aforementioned sources are inadequate to pay the costs to complete the remaining planned development by Richmond American in Improvement Area No. 2 and other financing is not put into place, there could be a shortfall in the funds required to complete the proposed development by Richmond American or to pay ad valorem property taxes or Special Taxes related to Richmond American’s property in Improvement Area No. 2 and the remaining portions of such development may not be completed. Many factors beyond Richmond American’s control, or a decision by Richmond American to alter its current plans, may cause the actual sources and uses to differ from the projections. See “BOND OWNERS’ RISKS – Property Values and Property Development.”

Beazer Homes

General. As previously defined in this Official Statement, “Beazer Homes” is Beazer Homes Holdings, LLC, a Delaware limited liability company. Beazer Homes is a subsidiary of Beazer Homes USA, Inc., a Delaware corporation (“**Beazer Homes Corp**”).

Beazer Homes Corp’s common stock is publicly traded on the NYSE under the symbol “BZH.” Beazer Homes Corp is a national homebuilder in the United States, operating in more than a dozen states and having its headquarters in Atlanta, Georgia. Beazer Homes Corp is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Beazer Homes Corp. The address of such Internet web site is www.sec.gov/edgar/search-filings. All documents subsequently filed by Beazer Homes Corp pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Beazer Homes Corp’s Annual Report and each of its other quarterly and current reports, including any amendments, are available from its website at www.beazer.com. *The website addresses here are given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.*

Development Plan. Beazer Homes plans to construct a total of 83 single-family detached homes in Improvement Area No. 2, to be marketed as “Arista,” as a 2nd phase of its larger development in the area. The lots are approximately 5,775 square feet. Beazer Homes anticipates its first occupancy in July 2027.

**Beazer Homes – “Arista”
(83 LDR lots)
(as of October 21, 2025)**

Floor Plans	Approx. Square Footage Range	Total Units Planned	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow	Units Under Construction ⁽²⁾	Finished Lots ⁽²⁾	Estimated Initial Base Price ⁽¹⁾
Ash	1,655	10	0	0	0	0	\$540,990
Hazel	2,038 – 2,334	19	0	0	0	0	595,990
Cypress	2,260 – 2,278	15	0	0	0	0	600,990
Maple	2,481 – 2,492	19	0	0	0	0	630,990
Walnut	2,804 – 3,090	20	0	0	0	0	675,990
Totals		83	0	0	0	0	

(1) Estimated initial base price as of October 21, 2025 and does not include lot upgrades, premiums or concessions and incentives which may be offered.

(2) Phase 2 construction is planned to commence in March/April 2026.

Source: Beazer Homes.

Beazer Homes’ development expectations described above are based on Beazer Homes’ current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale

plans or base prices set forth above will not change after the date of this Official Statement. Beazer Homes reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See "BOND OWNERS' RISKS – Property Values and Property Development – Risks of Real Estate Secured Investments Generally."

Financing Plan. Beazer Homes intends to finance the acquisition and development of its homes within Improvement Area No. 2 using internal sources (which may include funding from its parent company and home sales proceeds).

No assurance can be given that amounts necessary to fund the planned development by Beazer Homes in Improvement Area No. 2 will be available when needed. Neither Beazer Homes nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Beazer Homes in Improvement Area No. 2. Any contributions by Beazer Homes or any other entity or person to fund the costs of such development are entirely voluntary. Beazer Homes has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond Beazer Homes' control, or a decision by Beazer Homes to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Beazer Homes' parent company, is inadequate to pay the costs to complete the planned development by Beazer Homes within Improvement Area No. 2 and other financing by Beazer Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Beazer Homes in Improvement Area No. 2 and the remaining portions of Beazer Homes' project in Improvement Area No. 2 may not be developed. See "BOND OWNERS' RISKS – Property Values and Property Development" herein.

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2

The value of taxable property within Improvement Area No. 2 is a critical factor in determining the investment quality of the Bonds. The remedy for non-payment of the Special Tax is potential foreclosure of the delinquent real property. The City has obtained both the Fiscal Year 2025-26 assessed valuation of taxable property in Improvement Area No. 2 and an appraised value of such property, as described herein.

Assessed Valuation

As provided by Article XIII A of the California Constitution, county assessors' assessed values are to reflect market value as of the date the property was last assessed (or 1975, whichever is more recent), increased by a maximum of 2% per year. Properties may be reassessed by the County only upon a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the District thus reflect the estimate of the County Assessor (the "**Assessor**") of market value when acquired (or 1975, whichever is later), possibly increased by up to 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor's estimate of market value as of the time of construction, possibly increased by up to 2% per year.

The following table provides assessed valuations of taxable property in Improvement Area No. 2 for Fiscal Year 2025-26.

Table 1
Improvement Area No. 2 Assessed Valuation⁽¹⁾
Fiscal Year 2025-26

Fiscal Year	Land Assessed Value	Improvement Assessed Value	Total Assessed Value	Building Permits Issued ^{(1) (2)}
2025-26	\$30,437,538	\$0	\$30,437,538	0

(1) Represents the number of parcels for which a building permit for new construction was issued prior to June 1 of the prior fiscal year. As of June 1, 2025, 0 building permits have been pulled. No special tax was levied for fiscal year 2025-26.

(2) As of October 21, 2025, the date of value, 33 building permits have been pulled. Assumes no further development.

Source: Sacramento County Assessor's Office, Goodwin Consulting Group, inc.

Appraised Values

General. The value of taxable property within Improvement Area No. 2 is a critical factor in determining the investment quality of the Bonds. In order to obtain a more accurate estimate of the value of land in Improvement Area No. 2, the City ordered preparation of an appraisal report (the "**Appraisal**"), of the estimated value of the taxable land within Improvement Area No. 2 as of the October 21, 2025 date of value. The Appraisal was prepared by Integra Realty Resources, Sacramento, California (the "**Appraiser**"). The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, conditions and qualifications which are set forth in the Appraisal. For additional background, see APPENDIX B hereto.

Value Estimate. The appraised valuation excludes the value of all portions of the property in Improvement Area No. 2 designated for public and quasi-public purposes and assumes completion of infrastructure funded by the Bonds and accounts for the impact of the lien of the

Special Tax. The following estimate represents the market value of the property to be subject to the Special Tax, based on the hypothetical condition certain impact fees to be financed by the Bonds have been paid.

The value estimate for the property as of the date of value, using the methodologies described in the Appraisal and subject to the limiting and hypothetical conditions and general and special assumptions set forth in the Appraisal is \$45,852,000.

The Appraiser's valuation process began by employing the sales comparison approach to estimate the not-less-than market value for the completed single-family homes, based on the smallest floor plan being marketed within each community. In valuing the residential lots, both a land residual analysis and a discounted cash flow analysis that considers home prices and costs were utilized, leading to an estimate of residual land value, and a sales comparison approach. In the sales comparison approach, adjustments were applied to the prices of comparable bulk lot transactions, and a market value was concluded. The two approaches are then reconciled into an opinion of market value per improved lot. It should be noted that benchmarks are utilized for lot categories and adjustments to the benchmark lot values are considered, as applicable.

Table 2
Appraised Value by Ownership
As of October 21, 2025

Ownership	Lots/ Homes	Lot/Home Value	Permit and Fees	Value per Component	Market Value
<u>Woodside/Richmond American Homes</u>					
Finished Lots					
Lot Category A	56	\$194,000	--	\$194,000	\$10,864,000
Lot Category B	43	200,000	--	200,000	8,600,000
Homes Under Construction					
Lot Category A	7	194,000	\$85,300	279,300	1,955,000
Lot Category B	26	200,000	85,300	285,300	7,418,000
Market Value - Woodside Homes/Richmond American	132				\$28,837,000
<u>Beazer Homes</u>					
Finished Lots	<u>83</u>	\$205,000	--	205,000	<u>\$17,015,000</u>
Market Value – Beazer Homes	83				\$17,015,000
Total Market Value	215				\$45,852,000

* "Not less than" valuations based on smallest floorplan offered.

Source: *The Appraisal*.

Hypothetical Condition. The market value estimated by the Appraiser is based on a hypothetical condition. A hypothetical condition is defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of the analysis." It is a hypothetical condition of the Appraisal that the proceeds from the Bonds will be used to fund certain improvements. The estimate of market value accounts for the impact of the lien of the Special Taxes securing the Bonds.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of limiting conditions and standard and extraordinary assumptions which affect the estimates as to value, including, among others, the following.

- The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, The Appraiser reserves the right to modify the value conclusions.

- The valuation analysis did not include review of a current title report of all properties to determine any possible conditions of title affecting the properties appraised. The Appraiser accepts no responsibility for matters pertaining to title.

- The Appraiser has also assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events involving hazardous material reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See “BOND OWNERS’ RISKS – Land Values” and “–Hazardous Substances” below. See “APPENDIX B – The Appraisal” hereto for a description of certain assumptions made by the Appraiser.

Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain conditions and assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout Improvement Area No. 2; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the Bonds are outstanding in that the City has no control over the market value of the property within Improvement Area No. 2 or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “–Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “BOND OWNERS’ RISKS” herein.

Value to Special Tax Burden Ratios

The principal amount of the direct and overlapping debt in Improvement Area No. 2 is \$10,737,982*, which consists of the estimated principal amount of Bonds (\$10,000,000*) and \$737,982 of overlapping general obligation and CFD bond debt. Consequently, the estimated value of property in Improvement Area No. 2 subject to the Special Tax lien (\$45,852,000), is

* Preliminary; subject to change.

approximately 4.3* times the principal amount of the direct and overlapping debt in Improvement Area No. 2. This is an average, and individual parcels may vary considerably from this average.

In comparing the value of the real property within Improvement Area No. 2 to the principal amount of the Bonds and other direct and overlapping debt for Improvement Area No. 2, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area No. 2 cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area No. 2 unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of Improvement Area No. 2 could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area No. 2, impose additional taxes or assessment liens on the land within Improvement Area No. 2. The purpose would be to finance additional regional or local public improvements or services. The lien created on the land within Improvement Area No. 2 through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by a developer of property in Improvement Area No. 2 or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area No. 2, however, will be in a junior position to the lien of the Special Tax.

The land within Improvement Area No.2 is located within the boundary of an Elk Grove Unified School District community facility district, pursuant to which an annual special tax of approximately \$200 per parcel will be levied following issuance of a building permit. As additional development occurs in Improvement Area No. 2 the Elk Grove USD CFD lien amount may be larger than what is shown.

ITEM 18.1.

ATTACHMENT 4

Value-to-lien Ratios by Development Status. The following table shows the projected status of development and value-to-lien ratios by village in Improvement Area No. 2 for Fiscal Year 2026-27, based on the status of development as of October 21, 2025 and assuming no further development. Value-to-lien ratios on individual parcels may vary considerably from any average.

Table 3
Value-to-Lien Ratios by Appraisal Status
Projected for Fiscal Year 2026-27

Appraisal Status ⁽¹⁾	No. of Parcels	Appraised Value ⁽²⁾	Projected FY 2026-27 Maximum Special Tax	Projected FY 2026-27 Special Tax Levy ⁽³⁾	Percent of Projected Special Tax Levy	CFD Bonds* ⁽⁴⁾	Overlapping Debt ⁽⁵⁾	Total Debt*	Average Appraised Value-to- Lien*
Woodside / Richmond American Homes									
<u>Finished Lots</u>									
Lot Category A	56	\$10,864,000	\$108,310	\$96,860	17.4%	\$1,736,403	\$172,173	\$1,908,575	5.7
Lot Category B	43	\$8,600,000	\$120,030	\$107,340	19.2%	\$1,924,281	\$153,629	\$2,077,909	4.1
<u>Homes Under Construction</u>									
Lot Category A	7	\$1,955,000	\$13,539	\$13,539	2.4%	\$242,708	\$21,521	\$264,229	7.4
Lot Category B	26	\$7,418,000	\$72,576	\$72,576	13.0%	\$1,301,074	\$114,294	\$1,415,368	5.2
Subtotal	132	\$28,837,000	\$314,455	\$290,315	52.0%	\$5,204,466	\$461,616	\$5,666,082	5.1
Beazer Homes									
<u>Finished Lots</u>									
Lot Category C	83	\$17,015,000	\$299,127	\$267,504	48.0%	\$4,795,534	\$276,365	\$5,071,900	3.4
Total	215	\$45,852,000	\$613,582	\$557,819	100.0%	\$10,000,000	\$737,982	\$10,737,982	4.3

* Preliminary; subject to change.

(1) Appraisal status is based on the Appraisal Report and as of the October 21, 2025 the date of value.

(2) Appraised values were allocated to the individual parcels based on the expected development and lot status for each parcel, as reported in the Appraisal. The allocated appraised values may not be indicative of the market values of the communities or the individual lots.

(3) As of October 21, 2025, the date of value, 33 building permits have been pulled. Assumes no further development.

(4) Includes debt service due in 2027 on the Bonds and estimated administrative expenses in the amount of \$30,000. Includes the \$10,000,000* par amount of the Bonds. Allocated based on the fiscal year 2026-27 special tax levy.

(5) Includes the overlapping debt liens listed under Direct and Overlapping Tax and Assessment Debt in the overlapping debt report prepared by California Municipal Statistics, Inc. The overlapping debt report is based on the parcels and assessed values as of fiscal year 2025-26. Does not include any PACE liens secured by assessments or special taxes on the property.

Sources: Piper Sandler & Co.; Integra Realty Resources, Inc.; California Municipal Statistics, Inc.; Goodwin Consulting Group, Inc.

Value-to-lien Ratios By Category. The following table sets forth the projected value-to-lien ratios by category for parcels in Improvement Area No. 2 for Fiscal Year 2026-27.

Table 4
Value-to-Lien Ratio Ranges
Projected for Fiscal Year 2026-27

Appraised Value-to-Lien Category	No. of Parcels	Appraised Value ⁽¹⁾	Projected FY 2026-27 Special Tax Levy ^{(2)*}	Percent of Projected Special Tax Levy*	CFD Bonds ^{(3)*}	Overlapping Debt ^{(4)*}	Total Debt*	Average Appraised Value-to-Lien*
5:1 to 10:1	89	\$20,237,000	\$182,975	32.8%	\$3,280,185	\$307,988	\$3,588,173	5.6
3:1 to 5:1	126	\$25,615,000	\$374,844	67.2%	\$6,719,815	\$429,994	\$7,149,809	3.6
Total	215	\$45,852,000	\$557,819	100.0%	\$10,000,000	\$737,982	\$10,737,982	4.3

* Preliminary; subject to change.

(1) Appraised values were allocated to the individual parcels based on the expected development and lot status for each parcel, as reported in the Appraisal. The allocated appraised values may not be indicative of the market values of the communities or the individual lots.

(2) As of October 21, 2025, the date of value, 33 building permits have been pulled. Assumes no further development. Includes debt service due in 2027 on the Bonds and estimated administrative expenses in the amount of \$30,000.

(3) Includes the \$10,000,000* par amount of the Bonds. Allocated based on the fiscal year 2026-27 special tax levy.

(4) Includes the overlapping debt liens listed under Direct and Overlapping Tax and Assessment Debt in the overlapping debt report prepared by California Municipal Statistics, Inc. The overlapping debt report is based on the parcels and assessed values as of fiscal year 2025-26. Does not include any PACE liens secured by assessments or special taxes on the property.

Sources: Piper Sandler & Co.; Integra Realty Resources, Inc.; California Municipal Statistics, Inc.; Goodwin Consulting Group, Inc.

Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 2, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 2. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Mello-Roos Act, regardless of when they are imposed on the property in Improvement Area No. 2. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Mello-Roos Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2. In addition, property owners can voluntarily agree to incur Property Assessed Clean Energy (PACE) liens on their properties.

There can be no assurance that the developers will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities, however no other special districts are currently contemplated by the City or the developers.

Private liens, such as deeds of trust securing loans obtained by developers of land in Improvement Area No. 2, may be placed upon property in Improvement Area No. 2 at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Set forth below is a statement of direct and overlapping public bonded debt (the “**Overlapping Debt Report**”) prepared by California Municipal Statistics, Inc. The Overlapping Debt Report includes only such information as has been reported to California Municipal

Statistics, Inc. by the issuers of the debt described therein and by others. The Overlapping Debt Report is included for general informational purposes only. Neither the City nor the Underwriter makes any representation as to its completeness or accuracy.

The first column in the table names each public agency which has outstanding bonded debt as of the date of the report and whose territory overlaps Improvement Area No. 2 in whole or in part. The second column shows the assessed value of the area common to Improvement Area No. 2 and the other public agency (overlapping territory), as a percentage of the total assessed value of the other public agency. This percentage, multiplied by the total outstanding bonded debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in Improvement Area No. 2. In addition to the bonded debt shown in the Overlapping Debt Report, various local agencies, including the City, levy additional parcels charges, assessments and special taxes on parcels in Improvement Area No. 2. See the sample tax bill at Table 6 for estimated amounts of these parcel charges, assessments and special taxes for Fiscal Year 2025-26.

The Overlapping Debt Report does not include PACE debt secured by assessments or special taxes on any property. According to the Special Tax Consultant, none of the parcels within Improvement Area No. 2 currently have a PACE lien.

Table 5
Direct and Overlapping Indebtedness
As of December 1, 2025

2025-26 Local Secured Assessed Valuation: \$30,437,538

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 12/1/25	
Los Rios Community College District General Obligation Bonds	0.010%	\$ 31,320	
Elk Grove Unified School District General Obligation Bonds	0.054	224,754	
Elk Grove Unified School District Community Facilities District No. 1	0.246	432,651	
Sacramento Metro Fire District General Obligation Bonds	0.031	49,256	
City of Rancho Cordova Community Facilities District No. 2022-1, I.A. 2	100.000	0	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$737,982	
OVERLAPPING GENERAL FUND DEBT:			
Sacramento County General Fund Obligations	0.012%	\$ 9,735	
Sacramento County Pension Obligation Bonds	0.012	24,397	
Sacramento County Board of Education Certificates of Participation	0.012	139	
Elk Grove Unified School District Certificates of Participation	0.054	5,350	
City of Rancho Cordova Certificates of Participation	0.207	21,783	
Sacramento Metropolitan Fire General Fund Obligations	0.031	2,067	
Sacramento Metropolitan Fire Pension Obligation Bonds	0.031	6,219	
Cordova Recreation and Park District General Fund Obligations	0.134	7,024	
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$76,714	
Less: Sacramento County supported obligations		984	
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$75,730	
GROSS COMBINED TOTAL DEBT		\$814,696	(2)
NET COMBINED TOTAL DEBT		\$813,712	

Ratios to 2025-26 Local Secured Assessed Valuation:

Direct Debt (\$0)	0.00%
Total Direct and Overlapping Tax and Assessment Debt	2.42%
Gross Combined Total Debt.....	2.68%
Net Combined Total Debt.....	2.67%

(1) Excludes Bonds.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Estimated Tax Burden on a Single-Family Home

The following table sets forth the estimated total tax burden on a single-family home within Lot Category B and Lot Category C, as described in the Rate and Method for Improvement Area No. 2, based on maximum tax rates for Fiscal Year 2025-26.

Table 6
Sample Tax Bill
Fiscal Year 2025-26

		Lot Category B ⁽¹⁾	Lot Category C ⁽²⁾
Net Taxable Value		Amount	Amount
Estimated Market Values ⁽³⁾		\$575,000.00	\$625,000.00
Less: Homeowner's Exemption		(7,000.00)	(7,000.00)
Net Taxable Value		\$568,000.00	\$618,000.00
Ad Valorem Property Taxes⁽⁴⁾	Rate	Amount	Amount
Base Property Tax	1.0000%	\$5,680.00	\$6,180.00
Sacramento Metro Fire GOB	0.0098%	\$55.66	\$60.56
Los Rios College General Obligation Bond	0.0208%	\$118.14	\$128.54
Elk Grove Unified General Obligation Bond	0.0249%	\$141.43	\$153.88
Total Ad Valorem Property Taxes	1.0555%	\$5,995.24	\$6,522.99
Parcel Charges, Assessments, and Special Taxes ⁽⁴⁾⁽⁵⁾		Amount	Amount
Water and Drainage Studies - SCWA 13		\$6.92	\$6.92
Elk Grove USD CFD No. 1		\$200.00	\$200.00
Rancho Cordova CFD No. 2018-2		\$148.42	\$148.42
CRPD CFD No. 2018-1		\$630.68	\$630.68
Transit Related Services Zone 2		\$85.20	\$85.20
Rancho Cordova Lighting District 2012-1		\$2.56	\$2.56
Rancho Cordova CFD 2014-2		\$556.54	\$556.54
Rancho Cordova CFD No. 2013-2		\$683.70	\$683.70
Arista Del Sol IA 2 CFD No. 2022-1 ⁽⁶⁾		\$2,736.66	\$3,533.28
Total Parcel Charges, Assessments, and Special Taxes		\$5,050.68	\$5,847.30
Total Taxes		\$11,045.92	\$12,370.29
Total Effective Tax Rate		1.92%	1.98%

* Preliminary; subject to change.

(1) The Developer estimates average home pricing at \$670,000 within Lot Category B which would result in a total effective tax rate of 1.80%.

(2) The Developer estimates average home pricing at \$729,000 within Lot Category C which would result in a total effective tax rate of 1.85%.

(3) Represents the estimated home values included in the Appraisal.

(4) Based on fiscal year 2025-26 charges identified on the Sacramento County-issued property tax bills. Charges subject to change in future years.

(5) Does not include any PACE liens secured by assessments or special taxes on the property.

(6) Equal to the applicable Maximum Special Tax rate in fiscal year 2025-26.

Sources: Sacramento County Tax Collector's Office; Goodwin Consulting Group, Inc.

Special Tax Collections and Delinquencies

Fiscal Year 2026-27 will be the first fiscal year during which the Special Tax will be levied in Improvement Area No. 2. Accordingly, there is no history of collections and delinquencies. The levy of Special Taxes in Improvement Area No. 2 is currently covered by the Teeter Plan in the County. See "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure –Teeter Plan."

BOND OWNERS' RISKS

The purchase of the Bonds involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive or a complete statement of all factors that may be considered as risks in evaluating the credit quality of the Bonds.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds if Special Tax collections are delinquent or insufficient, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels for Special Tax delinquencies. The City is not obligated to advance funds to pay debt service on the Bonds.

Concentration of Ownership

As of October 21, 2025, all of the land within Improvement Area No. 2 was owned by the Merchant Builders. Although there will be transfers of ownership of this property as development progresses and home sales are closed, the timely payment of the Bonds depends upon the willingness and ability of all of the owners of taxable property within Improvement Area No. 2 to pay the Special Taxes when due. The only assets of the owners of property within Improvement Area No. 2 which constitute security for the Bonds are such owners' real property holdings located within Improvement Area No. 2, and each parcel may only be foreclosed against for delinquent Special Taxes levied against such parcel. If the current landowners choose to pay some but not all of the Special Taxes, they may, as owners of parcels in Improvement Area No. 2, choose to default on payments of the Special Tax on parcels. Also see "– Bankruptcy Delays" below.

Development of undeveloped property within Improvement Area No. 2 may be subject to unexpected delays, disruptions and changes which may affect the willingness and ability of the homebuilder or other property owners to pay the Special Taxes when due. Certain infrastructure improvements remain to be completed in order for homes to be completed on the timeline currently expected by the Merchant Builders. No assurance can be given that the proposed residential development will be partially or fully completed, and for purposes of evaluating the investment quality of the Bonds, prospective purchasers should consider the possibility that such parcels will remain vacant and only partially improved.

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of certain taxable property within Improvement Area No. 2. This market value is merely the present opinion of the Appraiser and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. In addition, the appraised value is based on the hypothetical condition that the improvements to be financed by the Bonds are in place as of the date of inspection. See APPENDIX B.

In addition, the opinion is a present opinion of the Appraiser as of the indicated date of value. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area No. 2 could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area No. 2.

Limitation on Maximum Annual Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Mello-Roos Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels in Improvement Area No. 2 subject to a Special Tax and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels in Improvement Area No. 2 subject to a Special Tax and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels in Improvement Area No. 2 subject to a Special Tax could be reduced through the acquisition of Taxable

Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Property Tax Delinquencies” below.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Mello-Roos Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “FDIC”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within Improvement Area No. 2. See “– FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Overlapping Tax Districts. The land in Improvement Area No. 2 is also located within the boundaries of various local agencies that could issue debt in the future payable from special taxes or other amounts levied on the parcels in Improvement Area No. 2; this would decrease the value to lien ratios of parcels in Improvement Area No. 2.

Property Tax Delinquencies

General. Delinquencies in the payment of property taxes and, consequently, the Special Taxes, can occur because the owners of delinquent parcels may not have received property tax

bills from the County in a timely manner, including situations in which the County initially sent property tax bills to the property developer or merchant builder at a time when the parcels in question had already been sold to individual homeowners. Delinquencies can also reflect economic difficulties and duress by the property owner.

Numerous future delinquencies by the owners of Taxable Property in Improvement Area No. 2 in the payment of property taxes (and, consequently, the Special Taxes, which are collected on the ordinary property tax bills) when due could result in a deficiency in Special Tax Revenues necessary to pay debt service on the Bonds, which could in turn result in the depletion of the Reserve Fund, prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax. In that event, there could be a delay or failure in payments of the principal of and interest on the Bonds. See “SECURITY FOR THE BONDS – Reserve Fund,” and “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The City intends to take certain actions designed to mitigate the impact of future delinquencies, including: enforcing the lien of the Special Taxes through collection procedures that will include foreclosure actions under certain circumstances (see “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure”); and increasing the levy of Special Taxes against non-delinquent property owners in Improvement Area No. 2, to the extent permitted under the Rate and Method and the Mello-Roos Act and to the extent the Special Taxes are not already being levied at the Maximum Annual Special Tax rate.

Any future decline in home values in Improvement Area No. 2 could result in property owner unwillingness or inability to pay mortgage payments, as well as *ad valorem* property taxes and Special Taxes, when due. Under such circumstances, bankruptcies are likely to increase. Bankruptcy by homeowners with delinquent Special Taxes would delay the commencement and completion of foreclosure proceedings to collect delinquent Special Taxes.

It is possible that laws could be enacted in the future to assist homeowners in default in the payment of mortgages and property taxes. It is further possible that federal laws could be enacted that would adversely impact the ability of the City to foreclose on parcels with delinquent Special Taxes. No assurance can be given that any such laws will be enacted, or if enacted will be effective in assisting affected homeowners.

Property Values and Risks Related to Development

The value of taxable property within Improvement Area No. 2 is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City’s only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City’s control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

The following is a discussion of specific risk factors that could affect the value of property in Improvement Area No. 2.

Current Challenges to the Homebuilding Industry. No assurances can be given that the timing of construction of homes and/or sale of homes to individual homeowners projected by

the Merchant Builders in this Official Statement will be accomplished. Due to the current state of world affairs, the pace of homebuilding and sale of homes to individual homeowners in Improvement Area No. 2 may be adversely affected by a variety of factors, including rising interest rates, inflation and changes in economic conditions, increases in certain construction costs, droughts and water shortages or other environmental factors, workforce shortages and supply chain disruptions. Further, the recent increases in interest rates may slow the demand for new residential homes and a combination of historically high new home prices and rising interest rates may price some homebuyers out of entry-level homes. High inflation could force prospective homebuyers to account for other costs over purchasing a new home at a higher interest rate. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Appraised Values – Currently Changing Market Conditions" above.

Although such factors are not currently having a significant impact on the overall development of homes in Improvement Area No. 2, the impacts caused by such factors are evolving and no prediction can be made with respect to the ultimate effects of these factors on Merchant Builders' ability to sell and close homes in Improvement Area No. 2. These external factors, if and as they arise, could have a material adverse effect on the ability to develop the homes in Improvement Area No. 2 as planned, and no assurance can be provided that Merchant Builders will be able to (a) complete in whole or in any part, or within any particular time, its construction of homes within Improvement Area No. 2; (b) avoid additional material increases in development costs or delays resulting from work stoppages, reduced attendance of workers and shortages or delays in the delivery of building materials; or (c) sell homes, and close home sales or not experience purchase contract cancellations, due to an economic downturn driven by rising interest rates, inflation or other changes in economic conditions.

Natural Disasters. The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements.

The areas in and surrounding Improvement Area No. 2, like those in much of California, may be subject to unpredictable seismic activity, including earthquakes. See "IMPROVEMENT AREA NO. 2 – Description and Location."

Other natural disasters could include, without limitation, floods, wildfires, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Land in Improvement Area No. 2 is in a moderate fire hazard zone for wildfires, landslides, floods, or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. In particular, large fires have impacted other parts of the City and County in recent years. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the Taxable Property may well depreciate or disappear.

Droughts. The State is subject from time-to-time to drought conditions, which could have an impact on future development in Improvement Area No. 2. Drought conditions have been present in the State numerous times in the recent past. Although much of the State, including property in the City, is now out of the worst drought category, the City cannot predict when worsening drought conditions and concomitant water-reduction requirements will return, what

effect drought conditions could have on property values, or whether or to what extent water reduction requirements may affect the development of Improvement Area No. 2.

Legal Requirements. Other events that may affect the value of Taxable Property include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

Hazardous Substances. One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition.

The property values set forth in this Official Statement do not take into account the possible reduction in marketability and value of any of the Taxable Property by reason of the possible liability of the owner or operator for the remedy of a hazardous substance condition of the parcel. Although the City is not aware that the owner or operator of any of the Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Merchant Builders believe that no federally listed endangered or threatened species would be affected by the proposed development within Improvement Area No. 2, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area No. 2 or reduce the value of undeveloped property.

Future Property Development

Continuing development of the parcels in Improvement Area No. 2 may be adversely affected by changes in general or local economic conditions, fluctuations in or a deterioration of the real estate market, increased construction costs, development, financing and marketing capabilities of the developer, water or electricity shortages, discovery on the undeveloped property of any plants or animals in their habitat that have been listed as endangered species, changes in law, and other similar factors. Development in Improvement Area No. 2 may also be affected by development in surrounding areas, which may compete with the property in Improvement Area No. 2.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the Taxable Property, the security only extends to the value of such Taxable Property that is not subject to priority and parity liens and similar claims.

The table in the section entitled "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 –Priority of Lien" shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels in Improvement Area No. 2 subject to a Special Tax. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels in Improvement Area No. 2 subject to a Special Tax. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels in Improvement Area No. 2 subject to a Special Tax.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels in Improvement Area No. 2 subject to a Special Tax and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy Delays" below.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method and the Mello-Roos Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within Improvement Area No. 2 acquired by a public entity through a negotiated transaction or by gift or

devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. See "SECURITY FOR THE BONDS – Rate and Method."

In addition, although the Mello- Roos Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Mello- Roos Act have not been tested, meaning that such property could become exempt from the Special Tax. The Mello- Roos Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the FDIC, the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("FNMA") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes, and therefore, expresses no view concerning the likelihood that the risks described above will materialize while the Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within Improvement Area No. 2 is taken over by the FDIC, and prior thereto or thereafter

the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the City to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "**Policy Statement**") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-*ad valorem* taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Mello-Roos Act and a Rate and Method which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit issued a ruling on August 28, 2001, in which it determined that the FDIC, as a federal agency, is exempt from special taxes levied under the Act.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within Improvement Area No. 2 in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the Reserve Fund and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the Bonds.

Depletion of Reserve Fund

The Reserve Fund is to be maintained at an amount equal to the Reserve Requirement as defined in the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS – Reserve Fund." The Reserve Fund will be used to pay principal of and interest on the Bonds if insufficient funds are available from the proceeds of the levy and collection of the Special Tax against property within Improvement Area No. 2. If the Reserve Fund is depleted, it can be replenished from the proceeds of the levy and collection of the Special Taxes that exceed the amounts to be paid to the owners of the Bonds under the Fiscal Agent Agreement. However, because the Special Tax levy is limited to the annual Maximum Annual Special Tax rates, it is possible that no replenishment would be achieved if the Special Tax proceeds, together with other available funds,

remain insufficient to pay all such amounts. Thus, it is possible that the Reserve Fund will be depleted and not be replenished by the levy and collection of the Special Taxes.

Bankruptcy Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax, as discussed in "SECURITY FOR THE BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds.

In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds and the possibility of delinquent Special Taxes not being paid in full.

To the extent that property in Improvement Area No. 2 continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glaspy Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through

foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "Bankruptcy Reform Act") passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within Improvement Area No. 2 who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term "*ad valorem* taxes."

Disclosure to Future Purchasers

The City has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider

such special tax obligation in the purchase of a parcel of land or a home in Improvement Area No. 2 or the lending of money secured by property in Improvement Area No. 2. The Mello-Roos Act and the City's Mello-Roos Act Goals and Policies require the subdivider of a subdivision (or its agent or representative) to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with these requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

No Acceleration Provisions

The Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondowner is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bondowner and will be entitled to exercise all rights and remedies of Bondholders, in accordance with its procedures and rules.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the Bonds were to become includable in gross income for purposes of federal income taxation, the Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional redemption, mandatory sinking fund redemption or special mandatory redemption upon prepayment of the Special Taxes. See "THE BONDS – Redemption."

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Bondowners from realizing the full current benefit of the tax status of such interest.

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of such Bonds might be affected as a result of such an audit (or by an audit of similar bonds or securities).

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including

Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Bonds.

Proposition 218 – Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIC and XIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act.” Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIIC of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Special Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the bond authorization for Improvement Area No. 2 were each authorized by not less than a two-thirds vote of the landowners within Improvement Area No. 2 who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Case Law Related to the Mello-Roos Act Voting

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district....") and Article XIII C, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to Improvement Area No. 2, there were fewer than 12 registered voters within Improvement Area No. 2 at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in Improvement Area No. 2.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax...."

Landowner voters approved the Special Taxes and the issuance of bonds for Improvement Area No. 2 in compliance with all applicable requirements of the Mello-Roos Act and, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by Improvement Area No. 2 and the District, and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Prices of bond issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

No assurance can be given that the market price for the Bonds will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the Internal Revenue Code), or changes in interpretation of the Internal Revenue Code, or any action of the IRS, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the Bonds for audit examination, or the course or result of any IRS audit or examination of the Bonds or obligations that present similar tax issues as the Bonds.

Pandemic Diseases

In recent years and particularly as a result of the COVID-19 pandemic, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or Improvement Area No. 2, or the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City, Improvement Area No. 2 and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area No. 2, including the Merchant Builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an

overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

LEGAL MATTERS

Legal Opinion

The legal opinion of Jones Hall LLP, as Bond Counsel, approving the validity of the Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as APPENDIX E.

Jones Hall LLP has also served as Disclosure Counsel to the City. Meyers Nave, A Professional Law Corporation, Sacramento, California, will pass upon certain legal matters for the City as its City Attorney. Kutak Rock LLP, Irvine, California, is serving as counsel to the Underwriter.

No Litigation

At the time of delivery of the Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the City has been served with process or threatened, which (i) in any way questions the powers of the City Council or the City, (ii) in any way questions the validity of any proceeding taken by the City Council in connection with the issuance of the Bonds, (iii) wherein an unfavorable decision, ruling or finding could have a material adverse effect on the transactions contemplated by the purchase contract with respect to the Bonds, (iv) which, in any way, could adversely affect the validity or enforceability of the resolutions of the City Council adopted in connection with the formation of the District or Improvement Area No. 2, or the issuance of the Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement or the purchase contract with respect to the Bonds, (v) to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes, or (vi) in any other way questions the status of the Bonds under State tax laws or regulations.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement.

Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond’s maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

CONTINUING DISCLOSURE

The City

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to Improvement Area No. 2 by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2024-25 fiscal year (due by April 1, 2026) (provided that the City Annual Report due by April 1, 2026 shall be satisfied by the posting of this Official Statement and the City's audited financial statements for Fiscal Year 2024-25), and to provide notices of the occurrence of certain enumerated events. Additionally, the Merchant Builders have covenanted for the benefit of owners of the Bonds to provide certain information by April 1 and October 1 of any fiscal year (commencing April 1, 2026) with respect to the property owned by it and its Affiliates (as defined in the Continuing Disclosure Certificate) within Improvement Area No. 2 (the "**Developer Semi-Annual Report**") to owners of the Bonds (so long as it is responsible for a certain percentage of the Special Taxes), as described in the Developer Semi-Annual Report, and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and the Developer Semi-Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City and the Semi-Annual Reports for Woodside is summarized in "APPENDIX F – Form of Continuing Disclosure Undertakings."

A review of the City's compliance with prior continuing disclosure undertakings in the last five years indicates that the City has been in compliance during such period, other than being two days late on a financial statements filing..

The City retains Goodwin Consulting Group, Inc. to serve as dissemination agent with respect to the filings to be made with respect to the Bonds and its other undertakings under the Rule.

Woodside

Woodside is not an obligated party under the Rule but has voluntarily agreed to provide semi-annual continuing disclosure for the benefit of Bondowners. Woodside will enter into a Continuing Disclosure Certificate (Developer) covenanting to provide certain information regarding the development of its property and notice of certain material events as they occur until such time as Woodside, together with its Affiliates (as defined in the Continuing Disclosure Certificate (Developer)), is responsible for less than 20% of the Special Tax or collectively owns less than [] residential lots in Improvement Area No. 2 subject to the Special Tax.

Woodside's Northern California Division is the division which will be responsible for complying with its obligations under its continuing disclosure certificate. Woodside has advised the City that, based on a review of prior continuing disclosure obligations in Northern California, Woodside has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Northern California within the past five years. **[Confirm]**

Richmond American

Richmond American is not an obligated party under the Rule but has voluntarily agreed to provide semi-annual continuing disclosure for the benefit of Bondowners. Richmond American will enter into a Continuing Disclosure Certificate (Developer) covenanting to provide certain information regarding the development of its property and notice of certain material events as they occur until such time as Richmond American, together with its Affiliates (as defined in the Continuing Disclosure Certificate (Developer)), is responsible for less than 20% of the Special Tax or collectively owns less than [] residential lots in Improvement Area No. 2 subject to the Special Tax.

Richmond American's Northern California division will be responsible for compliance with its obligations under its continuing disclosure certificate. Richmond American has advised the City that its Northern California division Richmond American has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district bond issues in Northern California within the past five years. **[Confirm]**

Beazer Homes

Beazer Homes is not an obligated party under the Rule but has voluntarily agreed to provide semi-annual continuing disclosure for the benefit of Bondowners. Beazer Homes will enter into a Continuing Disclosure Certificate (Developer) covenanting to provide certain information regarding the development of its property and notice of certain material events as they occur until such time as Beazer Homes, together with its Affiliates (as defined in the Continuing Disclosure Certificate (Developer)), is responsible for less than 20% of the Special Tax or collectively owns less than [] residential lots in Improvement Area No. 2 subject to the Special Tax.

Based on a review of prior continuing disclosure obligations in Northern California, Beazer Homes has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Northern California within the past five years.

NO RATING

The City has not obtained a formal credit rating on the Bonds and does not anticipate obtaining one on the Bonds in the future. Prospective purchasers of the Bonds are required to make independent determinations as to the credit quality of the Bonds and their appropriateness as an investment.

UNDERWRITING

The Bonds are being purchased by Piper Sandler & Co., as underwriter (the “Underwriter”), at a purchase price of \$_____ (which represents the aggregate principal amount of the Bonds (\$_____), [plus/minus][net] original issue [premium/discount] of \$_____, and less an Underwriter’s discount of \$_____).

The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

PROFESSIONAL FEES

In connection with the issuance of the Bonds, some or all of fees or other compensation payable to certain professionals is contingent upon the issuance and delivery of the Bonds. Those professionals include:

- Piper Sandler & Co., as the Underwriter;
- Jones Hall LLP, as Bond Counsel and Disclosure Counsel;
- Kutak Rock LLP, as Underwriter’s Counsel;
- Goodwin Consulting Group, Inc., as Special Tax Consultant;
- NHA Advisors, LLC, as Municipal Advisor; and
- U.S. Bank Trust Company, National Association, as Fiscal Agent for the Bonds.

EXECUTION

The execution and delivery of the Official Statement by the City has been duly authorized by the City Council, acting as the legislative body of the District and Improvement Area No. 2.

CITY OF RANCHO CORDOVA

By: _____
Administrative Services Director

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

APPENDIX D

SACRAMENTO COUNTY AND CITY OF RANCHO CORDOVA
DEMOGRAPHIC INFORMATION

The following information concerning the City of Rancho Cordova (the “City”) and the County of Sacramento (the “County”) is included only for the purpose of supplying general information regarding the area of the City and County. The Bonds are not a debt of the City, the County, the State of California (the “State”) or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.

General

The City. The City was incorporated on July 1, 2003, is located in the northeastern portion of the County, 10 miles east of downtown Sacramento and 90 miles northeast of San Francisco. Organized as a General Law City under State law, the City operates under the Council-Manager form of government with five members elected to the Council, one of which serves as mayor for a year.

The County. The County was incorporated in 1850 as one of the original 27 counties of the State. The County’s largest city, the City of Sacramento, serves as the seat of government for both the County and the State. Sacramento became the State Capital in 1854. The County is the major component of the Sacramento Metropolitan Statistical Area (“**SMSA**”), which includes Sacramento, El Dorado, and Placer Counties.

The County encompasses approximately 994 square miles in the northern portion of the Central Valley, which is California’s prime agricultural region. The County is bordered by Contra Costa and San Joaquin Counties on the south, Amador and El Dorado Counties on the east, Placer and Sutter Counties on the north, and Yolo and Solano Counties on the west. The County extends from the low delta lands between the Sacramento and San Joaquin rivers north to about ten miles beyond the State Capitol and east to the foothills of the Sierra Nevada Mountains. The southernmost portion of the County has direct access to San Francisco Bay.

Population

The following table lists population estimates for the City, the County and the State for the last five calendar years, as of January 1, 2025.

**CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO
AND STATE OF CALIFORNIA
Population Estimates
Calendar Years 2021 through 2025, as of January 1**

<u>Calendar Year</u>	<u>City of Rancho Cordova</u>	<u>County of Sacramento</u>	<u>State of California</u>
2021	79,712	1,581,162	39,369,530
2022	80,554	1,577,672	39,179,680
2023	81,851	1,583,676	39,228,444
2024	82,837	1,596,281	39,420,663
2025	85,451	1,604,745	39,529,101

Source: State Department of Finance.

Employment and Industry

The unemployment rate in the Sacramento-Roseville-Folsom MSA was 5.4 percent in August 2025, down from a revised 5.6 percent in July 2025, and above the year-ago estimate of 5.1 percent. This compares with an unadjusted unemployment rate of 5.8 percent for California and 4.5 percent for the nation during the same period. The unemployment rate was 5.2 percent in El Dorado County, 4.7 percent in Placer County, 5.5 percent in Sacramento County, and 5.8 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry for the Sacramento MSA for calendar years 2020 through 2024.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento-Roseville-Folsom MSA
(El Dorado, Placer, Sacramento and Yolo Counties)
March 2024 Benchmark
Annual Averages

	2020	2021	2022	2023	2024
<u>Civilian Labor Force</u> ⁽¹⁾					
Employment	1,018,500	1,054,600	1,096,600	1,114,500	1,125,600
Unemployment	96,800	71,400	43,000	48,900	55,100
Unemployment Rate	8.7%	6.3%	3.8%	4.2%	4.7%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	8,300	9,000	8,600	9,000	8,900
Goods Producing	106,800	113,200	118,200	115,900	117,000
Mining and Logging	500	500	500	500	400
Construction	70,200	74,900	77,100	74,900	76,500
Manufacturing	36,100	37,700	40,600	40,600	40,100
Wholesale Trade	26,600	26,900	28,300	28,400	28,200
Retail Trade	95,100	100,600	100,300	98,900	97,500
Trade, Transportation & Utilities	34,300	37,500	40,800	41,700	41,500
Transportation, Warehousing & Utilities	10,200	10,100	10,500	10,000	9,400
Information	34,800	34,100	33,000	29,900	28,800
Finance & Insurance	16,900	17,700	18,800	18,200	17,800
Real Estate & Rental & Leasing	132,600	137,200	139,800	136,000	134,900
Professional & Business Services	164,000	168,800	175,600	187,300	198,900
Educational & Health Services	83,900	93,600	108,700	112,400	112,200
Leisure & Hospitality	31,000	33,300	36,100	38,200	39,200
Other Services	14,800	14,500	14,400	14,500	14,800
Federal Government	121,700	127,300	129,800	134,300	136,600
State Government	98,900	98,400	102,700	107,200	111,600
Local Government	8,300	9,000	8,600	9,000	8,900
Total, All Industries	979,800	1,021,900	1,065,500	1,081,900	1,097,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Annual Comprehensive Financial Report for fiscal year ending June 30, 2024.

**CITY OF RANCHO CORDOVA
Principal Employers
As of June 2024**

Employer	Number of Employees	Percent of Total Employment
VSP Global	1,600	3.32%
Franklin Templeton	1,200	2.49
Cordova Folsom Unified School District	1,017	2.11
Accentcare Home Health	727	1.51
Health Net Federal Services	700	1.45
The Permanente Medical Group	559	1.16
Kaiser Foundation Hospitals	497	1.03
Plexus Optix, Inc	428	0.89
Nidec Motor Corporation	400	0.83
Automotive Importing Manufacturing	303	0.63

Source: City of Rancho Cordova, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024.

Major Employers

The following table lists the major employers within the County as of November 2025, in alphabetical order.

**COUNTY OF SACRAMENTO
Major Employers
As of November 2025**

<u>Employer Name</u>	<u>Location</u>	<u>Industry</u>
Aerojet Rocketdyne Inc	Rancho Cordova	Aerospace Industries (mfrs)
Agreeya Solutions Inc	Folsom	Information Technology Services
American River College	Sacramento	Junior-Community College-Tech Institutes
Ampac Fine Chemicals LLC	Rancho Cordova	Electronic Equipment & Supplies-Mfrs
Apple Distribution Ctr	Elk Grove	Distribution Centers (whls)
California State Univ Scrmnt	Sacramento	Schools-Universities & Colleges Academic
Colliers International Ltd	Sacramento	Real Estate
Department-Corrections-Rehab	Sacramento	State Govt-Correctional Institutions
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Employment Development Dept	Sacramento	Outplacement Consultants
Environmental Protection Agcy	Sacramento	State Government-Air/Water/Solid Waste Manage
Intel Corp	Folsom	Semiconductor Devices (mfrs)
Kaiser Permanente South	Sacramento	Hospitals
L A Care Health Plan	Sacramento	Health Plans
Mercy General Hospital	Sacramento	Hospitals
Mercy San Juan Medical Ctr	Carmichael	Hospitals
Sacramento Bee	Sacramento	Newspapers (publishers/Mfrs)
Sacramento Municipal Utility	Sacramento	Utility Contractors
Securitas Security Svc USA	Sacramento	Security Guard & Patrol Service
SMUD	Sacramento	Utility Contractors
State Compensation Ins Fund	Sacramento	Insurance
Summit Funding Inc	Sacramento	Real Estate Loans
Sutter Medical Ctr-Sacramento	Sacramento	Hospitals
Villara	Mcclellan	Building Contractors
Water Resource Dept	Sacramento	Government Offices-State

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 2nd Edition.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City, the County, the State and the United States for the period 2021 through 2025.

**CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, THE STATE OF CALIFORNIA
AND THE UNITED STATES
Effective Buying Income
As of January 1, 2021 through 2025**

Year	Area	Total Effective Buying Income (000s’ Omitted)	Median Household Effective Buying Income
2021	City of Rancho Cordova	\$2,040,016	\$62,867
	County of Sacramento	45,067,224	62,945
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Rancho Cordova	\$2,246,178	\$68,685
	County of Sacramento	51,287,459	70,279
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Rancho Cordova	\$2,533,621	\$71,022
	County of Sacramento	51,865,551	70,001
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Rancho Cordova	\$2,710,561	\$78,751
	County of Sacramento	55,595,639	76,261
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Rancho Cordova	\$2,846,188	\$80,412
	County of Sacramento	56,462,729	77,174
	California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable sales during the first two quarters of calendar year 2025 in the City were reported to be \$954,742,316, a 7.70% decrease from the total taxable sales of \$1,034,341,118 reported during the first two quarters of calendar year 2024.

CITY OF RANCHO CORDOVA
Taxable Transactions
(Dollars in Thousands)

	Retail and Food Services Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	1,512	\$1,089,203	2,788	\$1,655,571
2021	1,404	1,341,515	2,597	1,983,873
2022	1,429	1,390,475	2,682	2,171,811
2023	1,400	1,376,732	2,634	2,109,504
2024	1,420	1,395,249	2,692	2,058,816

Source: California Department of Tax and Fee Administration.

Total taxable sales during the first two quarters of calendar year 2025 in the County were reported to be \$17,765,059,567, a 1.90% increase over the total taxable sales of \$17,433,708,537 reported during the first two quarters of calendar year 2024.

COUNTY OF SACRAMENTO
Taxable Transactions
(Dollars in Thousands)

	Retail and Food Services Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	28,055	\$18,488,106	45,361	\$27,173,406
2021	25,936	23,795,032	42,482	33,918,020
2022	26,589	24,679,703	44,158	36,511,260
2023	25,913	24,289,157	43,252	35,778,877
2024	26,277	24,776,206	44,359	36,004,024

Source: California Department of Tax and Fee Administration.

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

OPINION: \$ _____ City of Rancho Cordova
Arista Del Sol Community Facilities District No. 2022-1
Improvement Area No. 2, Special Tax Bonds, Series 2026

Members of the City Council:

We have acted as bond counsel to the City of Rancho Cordova (the "City") in connection with the delivery by the City of the above-referenced bonds (the "Bonds"), issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, *et seq.* (the "Act"), and pursuant to a Fiscal Agent Agreement, dated as of January 1, 2026, by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent Agreement"). We have examined the Act, an executed copy of the Fiscal Agent Agreement and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon our examination we are of the opinion, under existing law, that:

1. The City is duly organized and existing under the laws of the State of California, with power to enter into the Fiscal Agent Agreement, to perform the agreements on its part contained therein, and to issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are legal, valid and binding obligations of the City.
3. The Fiscal Agent Agreement has been duly approved by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.
4. Pursuant to the Act, the Fiscal Agent Agreement establishes a valid lien on and pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the other sources pledged for the security of the Bonds.
5. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest

on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each of such requirements. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of delivery of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations, opinions, and covenants referenced above.

Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

APPENDIX F

FORM OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE
(City)

\$ _____
CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026

THIS CONTINUING DISCLOSURE CERTIFICATE (the “Disclosure Certificate”) is executed and delivered by the City of Rancho Cordova, a public body, corporate and politic, organized and existing under and by virtue of the laws of the State of California (the “City”), in connection with the issuance of the bonds captioned above (the “Bonds”). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of January 1, 2026 (the “Fiscal Agent Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Annual Report Date*” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“*Dissemination Agent*” means Goodwin Consulting Group, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“*District*” means the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1.

“EMMA System” means the Electronic Municipal Market Access system of the MSRB or such other electronic system designated by the MSRB or the Securities and Exchange Commission for compliance with the Rule.

“Improvement Area No. 2” means Improvement Area No. 2 of the District.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Piper Sandler & Co., as the initial underwriter of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2026, with the report for the 2024-25 fiscal year (provided that the City Annual Report due by April 1, 2026 shall be satisfied by the posting of this Official Statement and the City’s audited financial statements for Fiscal Year 2024-25), provide to the MSRB through the EMMA System an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide, or cause the Dissemination Agent to provide, an Annual Report by the Annual Report Date as required in subsection (a) above, the Dissemination Agent shall provide in a timely manner to the MSRB through the EMMA System, in an electronic format as prescribed by the MSRB, a notice to such effect.

(c) The Dissemination Agent shall:

(1) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(2) if the Dissemination Agent is other than the City, file a report with the City and the Participating Underwriter certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following documents and information:

(a) Audited Financial Statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. This submission should be made with the following caveat:

THE CITY'S ANNUAL FINANCIAL STATEMENT IS PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15c2-12. NO FUNDS OR ASSETS OF THE CITY (OTHER THAN THE PROCEEDS OF THE SPECIAL TAXES LEVIED FOR IMPROVEMENT AREA NO. 2 AND SECURING THE BONDS) ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE BONDS AND THE CITY IS NOT OBLIGATED TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

(b) The following additional items, indicating information as of the previous September 30th, with respect to the Bonds:

(1) Principal amount of Bonds outstanding under the Fiscal Agent Agreement.

(2) Balance in Reserve Fund.

(3) Table indicating Special Tax levy, amount collected, delinquent amount and percent delinquent for the most recent year, and whether the Special Tax levy is covered by the Teeter Plan.

(4) Status of foreclosure proceedings and summary of results of foreclosure sales, if any.

(5) Identity of any delinquent taxpayer representing more than 5% of levy and value-to-lien ratios of applicable properties (using assessed values unless more accurate information is available without charge to the City).

(6) Aggregate assessed value for all parcels in Improvement Area No. 2.

(7) Until the fiscal year in which the Special Tax levied on the developed property in Improvement Area No. 2 is greater than or equal to the annual debt service on the Bonds, the number of building permits issued by the City for single family residential homes in such fiscal year in Improvement Area No. 2.

(c) For so long as there is any owner of property in Improvement Area No. 2 whose properties collectively represent 10% or more of the Special Taxes, the following information regarding the status of development in Improvement Area No. 2:

(1) Significant amendments to land use entitlements.

(2) Status of any legislative, administrative and judicial challenges to the construction of the development known to the City.

(3) Assessed valuation of property shown on County Assessor's tax rolls with no "improvements" value in Improvement Area No. 2 for the current (as of the date of the report) fiscal year.

(4) List of landowners (as shown County Assessor's tax roll) and assessor's parcel number(s) of parcels held by owners whose properties collectively represent 10% or more of the Special Taxes for the current (as of the date of the report) fiscal year.

(d) In addition to any of the information expressly required to be provided under paragraphs (a), (b) and (c) of this Section, the Issuer shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Rating Changes.
- (7) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
- (8) Modifications to rights of security holders, if material.
- (9) Bond calls, if material, and tender offers.

- (10) Defeasances.
- (11) Release, substitution, or sale of property securing repayment of the securities, if material.
- (12) Bankruptcy, insolvency, receivership or similar event of the City.
- (13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional Fiscal Agent or the change of name of the Fiscal Agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for a definition of "financial obligation," see clause (e)).
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for a definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB through the EMMA System, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(9) and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be Goodwin Consulting Group, Inc.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (1) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (2) does not, in the opinion of the Fiscal Agent or nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the

differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate will be accompanied by identifying information as prescribed by the MSRB.

Section 12. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 13. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Fiscal Agent, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

ITEM 18.1.

ATTACHMENT 4

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2026

CITY OF RANCHO CORDOVA for and on
behalf of CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY
FACILITIES DISTRICT NO. 2022-1

By: _____
Authorized Officer

AGREED AND ACCEPTED:
GOODWIN CONSULTING GROUP,
as Dissemination Agent

By: _____
Name: _____
Title: _____

**CONTINUING DISCLOSURE CERTIFICATE
(Developer)**

Relating to:

\$ _____
CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026

THIS CONTINUING DISCLOSURE CERTIFICATE (Developer) (the “Disclosure Certificate”) dated as of _____, 2026, is executed and delivered by Beazer Homes Holdings, LLC., a Delaware limited liability company the “Developer”) in connection with the issuance by the City of Rancho Cordova (the “City”) of the above-referenced bonds (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of January 1, 2026 (the “Fiscal Agent Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”). The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth herein and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Disclosure Certificate, the following capitalized terms shall have the following meanings:

“Affiliate” means with respect to the Developer, means any other Person (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Developer, and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of Improvement Area No. 2 and investment decision regarding the Bonds (i.e., information regarding such Person’s assets or funds that would materially affect the Developer’s ability to develop the Property as described in the Official Statement or to pay its Special Taxes on the Property (to the extent the responsibility of the Developer) prior to delinquency). For purposes hereof, the term “control” (including the terms “controlling,” “controlled by” or “under common control with”) means the present possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Assumption Agreement” means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to Improvement Area No. 2), whereby such Major Owner or Affiliate agrees to provide Periodic Reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in Improvement Area No. 2 owned by such Major Owner and its Affiliates and, at the option of the

Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

“Dissemination Agent” means the entity acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Developer and which has filed with the Developer, the City, and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate. The Initial Dissemination Agent is the Developer.

“District” means the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1.

“EMMA” shall mean the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at <http://emma.msrb.org/>.

“Improvement Area No. 2” means Improvement Area No. 2 of the District.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any Report Date, a Person that, together with such Person’s Affiliates, is either responsible for 20% or more of the Special Tax or collectively owns 56 or more residential lots in Improvement Area No. 2.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Piper Sandler & Co., the original underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means the real property in Improvement Area No. 2 that is owned by (i) the Developer, (ii) any Affiliate of the Developer.

“Report Date” means April 1 and October 1 of any fiscal year. If, in any year, the Report Date falls on a Saturday, Sunday, or a holiday, such Report Date shall be extended to the next following day that is not a Saturday, Sunday, or holiday.

“Special Taxes” means the special taxes levied on taxable property in Improvement Area No. 2.

Section 3. Provision of Periodic Reports.

(a) So long as the Developer's obligation under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing April 1, 2026, file or cause to be filed with EMMA a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different than the Developer) does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to EMMA by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to EMMA in the format prescribed by the MSRB, with a copy to City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with EMMA and file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with EMMA.

Section 4. Content of Periodic Reports. The Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit A relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit A, the Developer's Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as the Developer's obligation under this Disclosure Certificate has not been terminated pursuant to Section 6 below, the Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes on the Property or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured by the Developer upon discovery thereof;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes on the Property or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with EMMA, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as the Developer, together with its Affiliates, is responsible for less than 20% of the Special Tax or collectively own less than [] residential lots in Improvement Area No. 2 subject to the Special Tax, or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property in Improvement Area No. 2 owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement. If not so assumed, the Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Developer. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Participating Underwriter and the Developer.

Section 8. No Amendment. The Developer may not amend this Disclosure Certificate.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance. Neither the Developer nor the Dissemination Agent shall have any liability to any holder or beneficial owner of the Bonds or any other party for monetary damages or financial liability of any kind whatsoever arising from or relating to this Disclosure Certificate.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of

defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent (if other than the Developer) shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Fiscal Agent, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by regular, overnight or electronic mail as follows:

To the Developer	Beazer Homes Holdings, LLC 2990 Lava Ridge Court, Suite 110 Roseville, CA 95661 Attention: Tina McCauslin Email: tina.mccauslin@beazer.com
To the City:	City of Rancho Cordova Attn: CFD Administrator 2729 Prospect Park Drive Rancho Cordova, CA 95670 Email: Kjuran@cityofranchocordova.org mmingay@cityofranchocordova.org
To the Participating Underwriter:	Piper Sandler & Co. 3626 Fair Oaks Boulevard, Suite 100 Sacramento, CA 95864 Email: Dennis.McGuire@psc.com

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

ITEM 18.1.**ATTACHMENT 4**

IN WITNESS WHEREOF, the Builder has executed this Disclosure Certificate as of the date first above written.

BEAZER HOMES HOLDINGS, LLC,
a Delaware limited liability company

By: Lucas C. Wissmann,
President Divisional – Northern California

EXHIBIT A
PERIODIC REPORT

Relating to:

\$ _____
CITY OF RANCHO CORDOVA
ARISTA DEL SOL COMMUNITY FACILITIES DISTRICT NO. 2022-1
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2026

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (Developer) (the "Disclosure Certificate") dated _____, 2026 executed by Beazer Homes Holdings, LLC, a Delaware limited liability company (the "Developer") in connection with the issuance of special tax bonds by the City of Rancho Cordova (the "City") with respect to the City of Rancho Cordova Arista Del Sol Community Facilities District No. 2022-1 (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date of this Periodic Report).

A. Property currently owned by the Developer or its Affiliates (if any) in Improvement Area No. 2 (the "Property"):

Development name: _____

Number of lots (acreage if not subdivided): _____

B. Updated information regarding land development and home construction activities with respect to the Property described in the Official Statement for the Bonds under the heading "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Beazer Homes" or the Periodic Report last filed in accordance with the Disclosure Certificate:

C. Status of building permits, and any significant amendments to land use or development entitlements for the Property described in the Official Statement for the Bonds or the Periodic Report last filed in accordance with the Disclosure Certificate:

D. Status of any land purchase contracts with regard to Property, including sales of land in Improvement Area No. 2 to other property owners (other than individual homeowners).

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Developer has changed, describe all material terms of the new ownership structure.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Beazer Homes" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

The undersigned Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

ITEM 18.1.

ATTACHMENT 4

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT
OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

BEAZER HOMES HOLDINGS, LLC,
a Delaware limited liability company

By: Lucas C. Wissmann,
President Divisional – Northern
California

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

*Neither the issuer of the Bonds (the “**Issuer**”) nor the trustee, fiscal agent or paying agent appointed with respect to the Bonds (the “**Agent**”) take any responsibility for the information contained in this Appendix.*

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner will give notice to elect to have its Securities purchased or tendered, through its Participant, to the Agent, and will effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to the Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to the Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

MEMORANDUM



ITEM 18.2.

DATE: December 15, 2025
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **DISCUSSION AND APPROVAL OF 2026 COUNCIL MEMBER APPOINTMENTS TO REGIONAL BOARDS, COMMISSIONS, AND COMMITTEES**

RECOMMENDATION

Staff recommends the City Council provide direction and approve the 2026 Council Member appointments to regional boards, commissions, and local committees.

RESULT OF RECOMMENDED ACTION

The City Council would continue to serve in leadership roles throughout the region. The City Clerk would notify each agency board, commission, or committee of any changes or reappointments and help ensure that any necessary Fair Political Practices Commission (FPPC) filings are completed.

BACKGROUND

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 also offer the City Council an opportunity to directly influence key decisions and initiatives that impact the region. Each year Council Members discuss and determine appointments to ensure that the city has representation within the region. By discussing and confirming their appointments annually, the members of the City Council are committing their time to serve in these important leadership roles.

The 2026 Proposed Council Member Appointments to Regional Boards, Commissions, and Committees ([Attachment 1](#)) is included with this staff report. The appointment term dates will be from January 1, 2026 - December 31, 2026, unless otherwise noted in [Attachment 1](#).

Included in this report is a comprehensive overview ([Attachment 2](#)) of current appointments to regional boards, commissions, and committees for 2026, which includes: the times and locations for each meeting, a brief background, and agency/committee contact information.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Proposed 2026 City Council Appointments to Regional Boards, Commissions, and Committees
2. Overview of Appointments to Regional Boards, Commissions, and Committees

Proposed 2026 City Council Appointments to Regional Boards, Commissions, and Committees

Name	Strategy	2025	2026
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	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	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	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: Pulipati	Appointee: Gatewood Alt: Pulipati
Sacramento Placerville Transportation Corridor Joint Powers Authority		Appointee: Sander Alt: Budge	Appointee: Sander Alt: Budge

Proposed 2026 City Council Appointments to Regional Boards, Commissions, and Committees

Name	Strategy	2025	2026
Sacramento Metropolitan Air Quality Management District	Establish a consistent approach to communicate about programs that benefit the Rancho Cordova community.	Appointee: Sander Alt: Gatewood	Appointee: Sander Alt: Gatewood
Sacramento Area Sewer District • Northern California Sanitation Agencies Financing Authority	Part of the infill development discussion and aligned with SACOG strategy.	Appointee: Sander Alt: Gatewood	Appointee: Sander Alt: Gatewood
Sacramento Metropolitan Cable Television Commission		Appointee: Pulipati Alt: Gatewood	Appointee: Pulipati Alt: Gatewood
Sacramento-Yolo Mosquito and Vector Control District		Appointee: Robert McGarvey Alt: Sander **2-year term (2025-2026)	Appointee: Robert McGarvey Alt: Sander **2-year term (2025-2026)
South Sacramento Conservation Agency Joint Powers Authority		Appointees: Budge, Gatewood Alt: Sander, Pulipati	Appointees: Budge, Gatewood Alt: Sander, Pulipati

Proposed 2026 City Council Appointments to Regional Boards, Commissions, and Committees

Name	Strategy	2025	2026
Greater Sacramento Economic Council	To increase our engagement with GSEC to bring businesses to Rancho Cordova.	Appointee: Pulipati Alt: Gatewood	Appointee: Gatewood Alt: Micah Runner
Sacramento Local Agency Formation Commission		City's Next Term 2033-2034	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: Budge Alt: Gatewood	Appointee: Budge Alt: Gatewood
Lower American River Conservancy Program Advisory Committee		Appointee: Sander Alt: Gatewood	Appointee: Sander Alt: Gatewood
City Selection Committee of Sacramento County		Appointee: Mayor	Appointee: Mayor
Sacramento County Criminal Justice Cabinet		Appointee: Mayor Alt: Gatewood Designee: Chief of Police	Appointee: Mayor Designee: Chief of Police

Proposed 2026 City Council Appointments to Regional Boards, Commissions, and Committees

Name	Strategy	2025	2026
Sacramento Homeless Policy Council		Appointee: Budge Alt: Gatewood	Appointee: Budge Alt: Gatewood
Sacramento Central Groundwater Authority		City of Rancho Cordova Appointee: Albert Stricker Alt: Kristine Courdy Golden State Water Company Appointee: Sean Twilla Alt: Paul Schubert	City of Rancho Cordova Appointee: Albert Stricker Alt: Kristine Courdy Golden State Water Company Appointee: Sean Twilla Alt: Paul Schubert

Proposed 2026 City Council Appointments to Regional Boards, Commissions, and Committees

Name of Ad-hoc Committee		Strategy	2025	2026
Sacramento County			Designees: Pulipati, Gatewood	Designees: Mayor, Vice Mayor
Elk Grove Unified School District			Designees: Pulipati, Gatewood	Designees: Pulipati, Gatewood
Folsom Cordova Unified School District			Designees: Sander, Budge	Designees: Sander, Budge
Sacramento City Unified School District			Designees: Gatewood, Pulipati	Designees: Gatewood, Pulipati
Golden State Water Company			Designees: Sander, Budge	Designees: Sander, Budge
Sacramento Metropolitan Fire District	Consider GSN to be a philosophy rather than a program.		Designees: Pulipati, Budge	Designees: Pulipati, Budge
Gateway Signage Committee			Designees: Sander, Budge	Designees: Sander, Budge
Growing Strong Neighborhoods	Consider GSN to be a philosophy rather than a program.		Designees: Sander, Budge	Designees: Sander, Budge

Proposed 2026 City Council Appointments to Regional Boards, Commissions, and Committees

Name of Ad-hoc Committee		Strategy	2025	2026
Cordova Recreation and Park District			Designees: Pulipati, Gatewood	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	Designees: Pulipati, Gatewood
Real Property, 2875 Kilgore Road, Rancho Cordova			Designees: Gatewood, Sander	Designees: Gatewood, Sander

**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

Generally, meets the 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

Contact:

Lanette Espinoza, Clerk of the Board, lespinoza@sacog.org
James Corless, Executive Director

Form 700:

Required

Compensation:

\$100 per meeting; Cap-to-Cap expenses covered

Sacramento Regional Transit District (SacRT) Board of Directors

Generally, meets the 2nd or 4th Monday of each month at 4:00 p.m. as adopted in its 2026 Board Meeting Calendar at the Sacramento Regional Transit Administrative Office, 1102 Q Street, Suite 3000, 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

Contact:

Tabetha Smith, Clerk of the Board, tlsmith@sacrt.com
Henry Li, General Manager/CEO

Form 700:

Required

Compensation:

\$100 per meeting

Sacramento Transportation Authority (STA)

Generally, meets the 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.

Contact:

Jennifer Doll, Office Manager, jennifer@sacta.org
Kevin Bewsey, Executive Director

Form 700:

Required

Compensation:

None

Capital SouthEast Connector Joint Powers Authority Board of Directors

Generally, 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

Contact:

Derek Minnema, Executive Director, MinnemaD@SacCounty.gov

Form 700:

Required

Compensation:

None

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

Generally, 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

ITEM 18.2.

ATTACHMENT 2

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

The five member agencies are: 1) County of El Dorado, 2) City of Folsom, 3) County of Sacramento, 4) Sacramento Regional Transit District, and 5) City of Rancho Cordova. Source: www.sptc-jpa.org

Contact:

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

Form 700:

Required

Compensation:

None

Sacramento Metropolitan Air Quality Management District Board of Directors

Generally, 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

Contact:

Salina Martinez, Clerk of the Board, smartinez@airquality.org
Alberto Ayala, Executive Director

Form 700:

Required

Compensation:

\$200 per meeting

Sacramento Area Sewer District Board of Directors

Generally, 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 County 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

Contact:

Sunny Kenner, Executive Secretary, kenners@sacsewer.com
Christoph Dobson, General Manager

Form 700:

Required

Compensation:

\$100 per meeting

Sacramento Metropolitan Cable Television Commission Board of Directors

Generally, 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

Contact:

Danielle Beshears, Commission Clerk, boardclerk@saccounty.gov
Shawn Ayala, Executive Director

Form 700:

Required

Compensation:

\$100 per meeting

Sacramento-Yolo Mosquito and Vector Control District Board of Trustees

Generally, 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

ITEM 18.2.

ATTACHMENT 2

cities or counties within the District's boundaries. Trustees are appointed to their positions.

Source: www.fightthebite.net

Contact:

Staci Gardiner, Board Secretary, smgbus27@gmail.com

Gary Goodman, Manager

Form 700:

Required

Compensation:

\$100 per meeting; Trustee and dependents are eligible for medical, dental, and vision coverage, with the District contributing up to a portion of that benefit.

South Sacramento Conservation Agency Joint Powers Authority

Generally, 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>

Contact:

Todd Stermer, Clerk of the Board, BoardClerk@saccounty.gov

Form 700:

Required

Compensation:

None

Greater Sacramento Economic Council Board of Directors

Generally, 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/>

Contact:

Barry Broome, President and CEO

Form 700:

Not required

Compensation:

None

Sacramento Local Agency Formation Commission (LAFCo)

Generally, 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.sacounty.gov>

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

Contact:

Clerk of the Board, commissionclerk@sacrafc.co.org
Jose C. Henriquez, Executive Director

Form 700:

Required

Compensation:

None

Sacramento Public Library Authority Governing Board of Directors

Generally, 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

Contact:

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

ITEM 18.2.

ATTACHMENT 2

Form 700:

Required

Compensation:

None

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

Contact:

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

Form 700:

Required

Compensation:

None

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>

Contact:

Todd Stermer, Clerk of the Board, BoardClerk@saccounty.net

Form 700:

Required

Compensation:

None

Sacramento County Criminal Justice Cabinet Executive Committee

Generally, meets quarterly in January, April, July, and October at 8:30 a.m.

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>

Contact:

Catherine York, Management Analyst, YorkC@saccounty.gov

Form 700:

Not required

Compensation:

None

Sacramento Homeless Policy Council

Generally, 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.

Contact:

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

Form 700:

Not required

Compensation:

None

Sacramento Central Groundwater Authority

Generally, meets monthly on the 2nd Wednesday of each month

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>

Contact:

Denise Silva, Advisor, dsilva@rgs.ca.gov

Piret Harmon, Executive Director, executivedirector@scgah2o.com

Form 700:

Required

Compensation:

None

Ad-hoc Committees

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

Elk Grove Unified School District

Folsom Cordova Unified School District

Sacramento City Unified School District

Golden State Water Company

Sacramento Metropolitan Fire District

Gateway Signage

Growing Strong Neighborhoods

Cordova Recreation and Park District

Rancho Cordova Technology and Innovation

Real Property, 2875 Kilgore Road, Rancho Cordova

MEMORANDUM



ITEM 18.3.

DATE: December 15, 2025
TO: Honorable Mayor and Council Members
FROM: David Kwong, Assistant City Manager
SUBJECT: **TOLLING AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND TH RANCHO CORDOVA LLC ET AL (TRUMARK)**

RECOMMENDATION

The City Manager and the City Attorney recommend that the City Council take no action on this item. Staff anticipates placing a Kassis update or related item on the January 20, 2026, City Council agenda.

RESULT OF RECOMMENDED ACTION

No action taken on the agreement.

BACKGROUND

The City Council directed that this item be placed on the December 15, 2025 agenda. Staff recommends that the City Council take no action on this item. Staff anticipates placing a Kassis update or related item on the agenda for January 20, 2026.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

None