

RESOLUTION NO. 2015-241

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A CREDIT AND
REIMBURSEMENT AGREEMENT (RC2015-01) WITH TAYLOR MORRISON, LLC.
FOR PUBLIC LAND DEDICATIONS INCLUDED IN THE LAGUNA RIDGE SPECIFIC
PLAN SUPPLEMENTAL PARK FEE PROGRAM IN SUBSTANTIALLY THE FORM
PRESENTED AND AMENDING THE FISCAL YEAR 2015-16 BUDGET TO REFLECT
THE EXPENSES AUTHORIZED IN THE AGREEMENT**

WHEREAS, Elk Grove Municipal Code Section 16.82.100 and state law provide for reimbursement to developers for land dedications designated in the Laguna Ridge Specific Plan Supplemental Park Fee Program (LRSPF) subject to approval by the City and entering into a reimbursement with the City of Elk Grove; and

WHEREAS, Taylor Morrison, LLC (Developer), as a condition of development, is required to dedicate lands within the Laguna Ridge Specific Plan that are eligible for reimbursement under the guidelines of the LRSPF; and

WHEREAS, the attached Reimbursement and Credit Agreement, Exhibit A, establishes criteria the Developer must meet prior to receiving any reimbursement or credit from the City; and

WHEREAS, a budget amendment is necessary to augment the current budget to reflect the expenses authorized in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute the Reimbursement Agreement (RC2015-01) with Taylor Morrison, LLC for credits against future fees and reimbursement from the Laguna Ridge Specific Plan Supplemental Park Fee Program, granting staff the ability to work with opposing counsel; and

BE IT FURTHER RESOLVED that the City Council of the City of Elk Grove hereby authorizes an amendment to the FY 2015-16 Budget as shown below from the Elk Grove Laguna Ridge Specific Plan Supplemental Park Fee Program to establish the eligible fee credits.

Account	Current Budget	Adjustment	Revised Budget	Action
3301540-5456623	\$5,750,000	\$573,720	\$6,323,720	Set up Quimby Fee Credit Account
3311540-5456623	\$0	\$464,991	\$464,991	Setup Supplemental Land Fee Credit Account

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 9th day of December 2015.



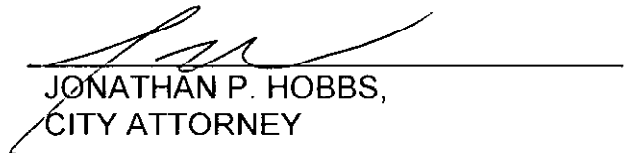
GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

EXHIBIT A

CITY OF ELK GROVE

CREDIT AND REIMBURSEMENT AGREEMENT FOR LRSP PARK LAND DEDICATION

Agreement No. ___

THIS AGREEMENT (“**Agreement**”) is entered into as of the ___ day of _____, 2015 by and between Taylor Morrison of California, LLC (“**Developer**”), and the CITY OF ELK GROVE, a political subdivision of the State of California (“**City**”),

RECITALS

WHEREAS, Developer is owner of that certain real property in the Laguna Ridge Specific Plan area (“**LRSP**” or “**Specific Plan**”) in the City of Elk Grove, State of California, with approved Tentative map no. EG-13-020 (the “**Tentative Map**”), commonly known as Madeira East Village 4. It is contemplated that the Property will be developed as shown on the approved Tentative Map. The Property includes approximately 57 single family residential lots, 1 Park Lot, as identified on Exhibit A and B, and more fully described in the Improvement Plans for Madeira East Village 4, Plan no. EG-03-481.04 on file with the City and incorporated herein by reference; and

WHEREAS, Chapter 22.40 of the Elk Grove Municipal Code (“**Chapter 22.40**”) established park dedication requirements pursuant to the Quimby Act (“**Quimby Fees**”); and

WHEREAS, the City’s General Plan requires payment of a project’s fair share for all public facilities and infrastructure. The Public Facilities and Finance Element provides in Policy PF-21 that “[n]ew development shall fund its fair share portion of its impacts to all public facilities and infrastructure as provided for in state law.”

WHEREAS, on January 26, 2011, the City adopted Ordinance no. 3-2011 and on September 23, 2011, the City adopted Resolution no. 2011-176, which established a Supplemental Park Fee to provide a cost equalization mechanism for all park and parkway facilities needed to serve development in the Laguna Ridge Specific Plan Area (“**LRSP**”). The Supplemental Park Fee was adopted pursuant to the Mitigation Fee Act based on a nexus study dated September 14, 2011, with minor administrative revisions on October 13, 2011, (“**Nexus Study**”). The Supplemental Park fee includes both a facilities component which will fund the cost of developing and constructing costs of parks and parkways facilities, and a land component which will fund the acquisition and equalization of parkland dedications required in the LRSP in excess of the Quimby Fees (“**Supplemental Park Fee Program**”); and

WHEREAS, the City will require parkland dedication of 5.0 acres per 1,000 residents from all properties in the LRSP, or if a property owner cannot provide such Quimby park land dedication, the City will require payment of Quimby Fees in lieu of such dedication; and

WHEREAS, the City also will require payment of the Supplemental Park Fee from all properties in the LRSP in accordance with the Nexus Study to the extent permitted by law; and

WHEREAS, following adoption of the Supplemental Park Fee Program, the City will develop all remaining parks within the LRSP and all properties will be required to pay the facilities component of the Supplemental Park Fee rather than developing parks. Therefore, this Agreement only provides for credits or reimbursement for a land dedication in excess of developer's required dedication; and

WHEREAS, as required by Developer's Tentative Map, upon recordation of a final map for the Property, Developer will dedicate the parkland identified in Exhibit B which is in excess of Developer's fair share requirement for the Property; and

WHEREAS, this Agreement provides for the allocation of certain park fee credits to Developer and reimbursement for Developer's excess park land dedication to be provided to Developer upon dedication of the parkland identified in Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

A G R E E M E N T

Section 1. Park Requirements

Subject to the terms of this Agreement, the City agrees to provide fee credits or reimbursement of funds to Developer for LRSP parkland dedication which has been determined to be eligible pursuant to the Nexus Study upon dedication of such parkland to City. Developer may be reimbursed from the City through a combination of fee credits and cash reimbursement from the land acquisition component of the Supplemental Park Fee as provided below. Notwithstanding the foregoing, or anything herein to the contrary, Developer shall only be eligible for such credits or reimbursement or combination thereof, if and when Developer dedicates the parkland identified on Exhibit B, attached hereto and incorporated herein by reference, to City and the City has available credits or cash to provide to developer.

Section 2. Parkland Dedication and Reimbursement

2.1 Credit Against Quimby Fees and Supplemental Park Fees For Parkland Dedication. All lots in the LRSP shall be obligated to dedicate land pursuant to Chapter 22.40 Park and Recreation Dedication and Fees and pay the Supplemental Park Fee. Upon recordation of a final map, Developer shall dedicate, and City may accept, the park land located within the Property shown on Exhibit B attached hereto, which is in excess of Chapter 22.40 Park and Recreation Dedication and Fees requirements and Supplemental Park Fee Program requirements for the Property. City will issue fee credits to Developer against all Chapter 22.40 Park and Recreation Dedication and Fees dedication requirements and Supplemental Park Fees (land acquisition component) as established in the Nexus Study and set forth on Exhibit B.

2.2 Reimbursement For Excess Park Land Dedication. Dedication of the parkland by Developer will result in excess parkland dedication for the Property identified in the Nexus Study. Developer will be due reimbursement for such excess dedication pursuant to Chapter 22.40 Park and Recreation Dedication and Fees and the Supplemental Park Fee Program (land acquisition component) as established by the Nexus Study; the value of dedicated property shall

be determined on the date of dedication as set forth in Exhibit B. Upon recordation of the final map, Developer shall dedicate the parkland identified in Exhibit B, and Developer may be eligible to receive cash reimbursement from Chapter 22.40 Park and Recreation Dedication and Fees and Supplemental Park Fees (land acquisition component) collected by City for Developer's excess dedication as shown on Exhibit A. The reimbursement amount shall be based on the value for such land dedication at the time of dedication as set forth in the Supplemental Park Fee Program and as set forth in the Chapter 22.40 Park and Recreation Dedication and Fees. Reimbursements for parkland dedication shall be made on a "first-in, first-out basis," based on the order such parks within the LRSP are dedicated to the City. In the event the amount of parkland actually dedicated to City on the final map is different from the amount identified on the Tentative Map and Exhibit B, City shall have the right to adjust the credits and reimbursement due Developer in accordance with the Supplemental Park Fee Program and the Nexus Study.

Developer shall be entered in a priority queue for reimbursement established in the sole discretion of the City. As funds are available, reimbursements will be paid to the next developer awaiting reimbursement on such priority list until such developer is paid in full, then to the next developers on such list in the order of priority set by the City. The Chapter 22.40 Quimby In-lieu fees shall be accounted for separately by the City and as funds are available Developer will be reimbursed semi-annually, subject to the priority queue described herein, for over-dedicated acreage at the rate collected per acre during that semi-annual period. Alternatively, to the extent Developer has not received reimbursement for the over dedication of land identified on Exhibit B upon dedication of the parkland, Developer shall have the right to sell or assign its surplus acreage credits for use within the LRSP or apply the credits to additional units to be acquired by Developer within the LRSP pursuant to Section 3.2 and Section 11 below. Notice of such sale or assignment shall be provided in writing to the City immediately upon the effective date of the sale or assignment. Any sale or assignment is subject to the City's verification that such credits remain under Developer's account.

Section 3. Reimbursement Priority and Vouchers

3.1 Reimbursement Priority. The City has, and shall continue to, collect Chapter 22.40 Quimby In-lieu fees and Supplemental Park Fees, to the extent feasible and permitted by law, from all property owners in the LRSP in the amount required by the City's Chapter 22.40 Park and Recreation Dedication and Fees and Supplemental Park Fee Program, as such Supplemental Park Fee Program is amended or updated from time to time. City shall place such fees in separate capital facilities accounts. City shall retain and make available for reimbursement to LRSP developers dedicating parkland, in amounts determined by the City and consistent with Chapter 22.40 Park and Recreation Dedication and Fees and the Supplemental Park Fee Program: (i) a portion of the Chapter 22.40 Quimby In-lieu fees collected within the LRSP and (ii) a portion of the Supplemental Park Fee (land acquisition component) revenue collected for reimbursement.

3.2 Fee Credit Voucher. All rights to the credits and reimbursement for land dedication made by Developer are personal to Developer, and shall not run with the land. Developer shall have the right to assign credits and/or reimbursements to reduce or eliminate

Chapter 22.40 Park and Recreation Dedication and Fees and Supplemental Park Fees (land acquisition component) imposed at building permitting process, otherwise payable by an assignee by providing a written assignment or voucher to City in the form attached hereto as Exhibit C.

All fee credits issued pursuant to this Agreement shall expire fifteen (15) years from the date of this Agreement. The City, in its sole discretion, may authorize an extension to expiration term of the Fee Credits available to the Developer.

3.3 Annual Adjustment. The Supplemental Park Fee shall be adjusted no later than January 1 of each year, however, the value of any issued fee credit shall not change.

Section 4. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except to the extent provided for in Chapter 22.40 Park and Recreation Dedication and Fees and Supplemental Park Fees (land component only) collected in the LRSP (including any deposits for such fees prior to their adoption). Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with Chapter 22.40 Park and Recreation Dedication and Fees and the Supplemental Park Fees (land component only), shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City's property, funds and/or other asset(s) of the City to satisfy any obligations arising from this Agreement.

Section 5. 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 Developer. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and Developer that any such person or entity, other than the City or Consultant, receiving benefits or services under this Agreement shall be deemed as incidental beneficiary. The City and the Developer enter into no contract or agreement with any general contractor, subcontractor, or other party by entering into this Agreement; nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement; and the City shall have no obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other party may do pursuant to the plans and specifications for the park improvements or land dedication.

Section 6. Indemnity

To the fullest extent permitted by law, Developer shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the subject matter of

this Agreement, to the extent caused by, and/or alleged to have been caused by, a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Agreement on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City. The provisions of this section shall survive termination of this Agreement.

Should any person or entity who is not a party to this Agreement challenge any actions of the City hereunder for the reimbursement of fees or the providing of credits to Developer or the assignment of such amounts, Developer agrees to defend, indemnify, release, and hold harmless the City and its agents, officers, attorneys, elected officials, consultants (whether professional, legal, technical, or other), independent contractors, and employees ("City's Agents") from any and all damage, liability or loss, or any claim of damage, liability or loss, including, without limitation, attorneys' fees or costs (including claims for "private attorney general" fees), connected with or arising out of any action, proceeding or alternative dispute resolution process against the City or the City's Agents relating to this Agreement (collectively, "Action"). In the event of any such Action, the City and Developer shall confer and cooperate with each other in response to such Action, including the use of legal counsel. However, this agreement to "confer and cooperate" shall in no way be construed to limit the City's independence in its response to such Action, including, without limitation, its authority in connection with the retention and/or use of consultants and/or legal counsel, nor shall it obligate the City in any way to compromise or alter its attorney-client relationships or confidences with legal counsel or outside consultants. To the extent that the City uses any of its resources, including, without limitation, payment of fees and expenses of outside consultants, attorneys, and/or experts, in responding to any Action, Developer shall pay the City's fees for such consultants, attorneys, and/or experts within thirty (30) days of the City incurring such expenses. Such resources include, but are not limited to, staff time, court costs, and City Attorney's or other City legal counsel's, agent's or consultant's time at a rate equal to its total costs, or any other direct or indirect costs associated with responding to the Action.

Section 7. Notice

Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

City:	City of Elk Grove 8400 Laguna Palms Way Elk Grove, CA 95758 Attn: City Engineer
With a copy to:	City of Elk Grove Public Works Administrative Services 8400 Laguna Palms Way Elk Grove, CA 95758 Attn: Finance Administrator

Developer: Taylor Morrison of California, LLC
A California Limited Liability Company
81 Blue Ravine Rd., Suite 220
Folsom, CA 95630
Attn: Jay Pawlek, Vice President

Either party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

Section 8. Term

The term of this Agreement shall start as of the date first written above and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied, subject to the limitations set forth in Section 3.2 (Fee Credit Voucher) of this Agreement.

Section 9. Captions

Captions to Sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

Section 10. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 11. Assignment of Reimbursement and Credits

Fee Credits to be issued to the Developer are personal to the Developer and shall not automatically run with the land or the subsequent purchasers of the Developer's property. The Developer may transfer or assign any or all Fee Credits associated with this Agreement by providing written notice to the City (Exhibit C). Assigned credits shall be applicable to any Quimby Fees or Supplemental Park Fees (land acquisition component) imposed for each building permit within the LRSP (and each voucher shall specify which type of credits are being assigned), and shall be accepted by City on a dollar-for-dollar basis, equal to 100% of the total Supplemental Park Fees (land acquisition component) to be paid for each building permit (excluding the administrative component of the fee). In order to utilize a portion of the Credit Amount as provided for herein, the Developer shall first deliver an executed copy of a Chapter 22.40 Park and Recreation Dedication and Fees or Supplemental Park Fee Improvement Fee voucher (Voucher) to the City, or such other document or letter (Written Assignment) as may be acceptable to the City. The Voucher or Written Assignment shall notify the City of the Credit Amount that the Developer intends to transfer or assign. After receipt of such written request from the Developer and prior to issuance of building permits, the City shall reduce any Chapter 22.40 Quimby In-lieu fees and Supplemental Park Fees that would normally be collected by the City for that development listed on the Voucher or Written Assignment in the amount stated in the Developer's Voucher or Written Assignment. Any Chapter 22.40 Quimby In-lieu fees and

Supplemental Park Fees not collected as a result of the receipt of such Voucher or Written Assignment from the Developer shall be deducted from the Developer's Credit Amount. In the absence of any such Voucher or Written Assignment, a subsequent purchaser of any portion of the Developer's property shall have no rights to any Fee Credits under Section 2 above, reimbursements under Section 3 above, or any other right to those Fee Credits provided under this Agreement. This Agreement shall not automatically terminate on a lot-by-lot basis upon issuance of a certificate of occupancy for a dwelling unit on each applicable lot.

Section 12. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 13. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

Section 14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

Section 15. Satisfaction of Conditions

City agrees that by executing this Agreement, and complying with the terms and conditions herein, any general or specific tentative map conditions for the Property related to this Agreement requiring dedication of parks or construction of park improvements covered by this Agreement or the payment of Chapter 22.40 Quimby In-lieu fees and Supplemental Park Fees (land component) shall be deemed satisfied.

Section 16. No Agency, Joint Venture or Partnership

Although City and Developer intend to cooperate and work together to carry out the terms of this Agreement for the purposes of implementing the fee credit and reimbursement provisions, the parties renounce the existence of any form of agency relationship, joint venture, partnership or other association between City and Developer and nothing contained herein or in any document executed in connection herewith shall be construed as creating any such legal relationship.

Section 17. Attorneys' Fees

In the event any party to this Agreement commences litigation for specific performance or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court costs incurred

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first written above.

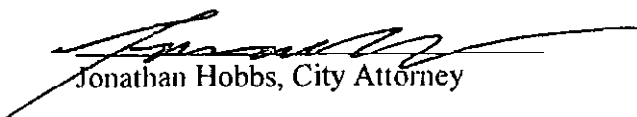
CITY OF ELK GROVE:

By: _____
Laura S. Gill, City Manager

ATTEST:

Jason Lindgren, City Clerk

APPROVED AS TO FORM:


Jonathan Hobbs, City Attorney

DEVELOPER:

Taylor Morrison, LLC, a California Limited Liability Company

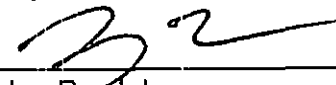
By  _____
Title Jay Pawlek
Its Vice President

EXHIBIT A
LAND DEDICATION

**Exhibit A-1 - Quimby Land Dedication
Laguna Ridge Specific Plan
Quimby Park Requirement Fee**

Quimby Land Dedication Requirement

<u>Units (Single Family)</u>	<u>Dedication Requirement per Unit*</u>
57	0.0158
	<u>Total Req't</u>
	0.90
	Total
	0.90

Madeira East Village 4

* per Table D-1, LRSP Supplemental Park Fee Nexus Study (Final Version) dated 10/13/11

<u>Nexus Study</u>		<u>Quimby</u>	<u>Date of</u>
<u>Map Label</u>	<u>Label</u>	<u>Area</u>	<u>Dedication</u>
Future Dedications			
Lot A	PO39 & PO25	0.61	12/9/2015
Lot B	P24	3.88	12/9/2015
Lot C	PO27	1.32	12/9/2015
Lot E	PO4B	0.32	12/9/2015
Totals:		6.13	3.38

<u>Total Land Dedication to Date:</u>	<u>Acres</u>	<u>Quimby</u>
Total Land Dedication Requirement	5.13	Area
Excess Land Dedication:	0.90	3.38
	2.48 acres	Land Value TBD ⁽¹⁾

[1] The value for Quimby reimbursements will be determined by the value of fees paid by future development. The developer will be in position on a first in first out basis to receive reimbursement from developers who pay Quimby in-lieu fees in the future. Fees will be reimbursed to developer on an acre by acre basis, based on the value of land dedication in the year in-lieu fees are paid by the developer.

**Exhibit A-2 - Supplemental Park Land Dedication
Laguna Ridge Specific Plan
LRSP Supplemental Park Improvement Fee**

Supplemental Park Fee Land Dedication Requirement

<u>Units (Single Family)</u>	<u>Dedication Requirement per Unit*</u>
57	0.0130
Madeira East Village 4	<u>Total Req't</u>
	0.74
	<u>Total</u>
	0.74

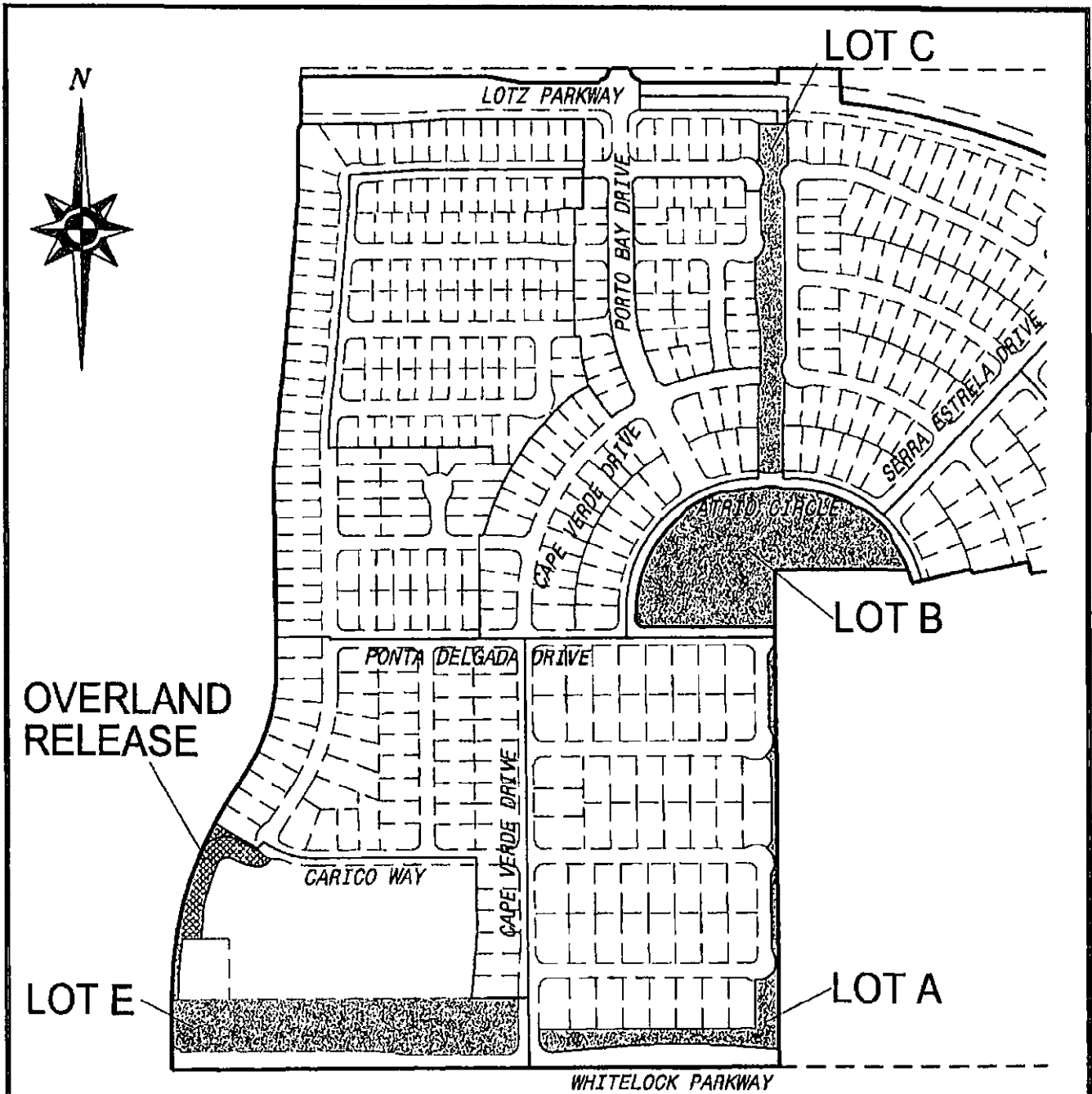
* per Table B-4, LRSP Supplemental Park Fee Nexus Study (Final Version) dated 10/13/11

<u>Map Label</u>	<u>Nexus Study</u>	<u>Label</u>	<u>Area</u>	<u>Supp Fee</u>	<u>Date of Dedication</u>	<u>per Acre [1]</u>	<u>Land Value</u>	<u>Nexus Land Value</u>	<u>Hawk Mitigation</u>	<u>Total Value</u>	<u>Supp Fee</u>	<u>Total Value</u>
Lot A	PO39 & PO25	Eligible Acreage Split between V1 and V4	0.61	0.27	12/9/2015	\$220,700	\$220,700	\$10,639	\$231,339	\$231,339	\$82,462	\$313,801
Lot B	P24	Madeira East Central	3.88	1.75	12/9/2015	\$220,700	\$220,700	\$10,639	\$231,339	\$231,339	\$404,843	\$636,182
Lot C	PO27		1.32	0.59	12/9/2015	\$220,700	\$220,700	\$10,639	\$231,339	\$231,339	\$136,490	\$367,829
Lot E	PO48		0.32	0.14	12/9/2015	\$220,700	\$220,700	\$10,639	\$231,339	\$231,339	\$32,387	\$263,726
Totals:			6.13	2.75								\$636,182 ^[1]

<u>Acres</u>	<u>LRSP</u>	<u>LRSP Supp</u>
6.13	2.75	0.74
<u>Total Land Dedication to Date:</u>	<u>Value</u>	<u>Value</u>
Total Land Dedication Requirement	\$ 636,182	\$ 171,191
Excess Land Dedication Value:	2.01	\$ 464,991 ^[1]

[1] Actual value of surplus land will be determined by the established value at the time the land is dedicated to the City. Actual fee value for Swainson's Hawk fee will be determined by the actual fee paid at the time the developer records a final map.

EXHIBIT B
LOCATION OF PARKLANDS (MAPS)



OVERLAND
RELEASE

LOT E

LOT C

LOT B

LOT A

- LOT A - PARKWAY = 1.13 A.C.±
- LOT B - PARK = 3.88 A.C.±
- LOT C - PARKWAY = 1.32 A.C.±
- LOT E - PARKWAY = 2.95 A.C.±
- OVERLAND RELEASE = 0.58 A.C.±

MADEIRA EAST

PARK LAND DEDICATION

CITY OF ELK GROVE, COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

MRD	1" = 100'	09/04/14	27084.000
DRAWN BY	SCALE	DATE	JOB NO.

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2015-241**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

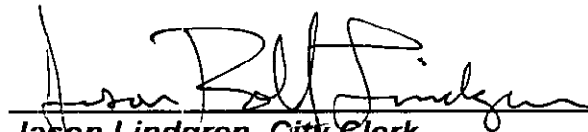
I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on December 9, 2015 by the following vote:

AYES : **COUNCILMEMBERS:** ***Davis, Ly, Detrick, Hume, Suen***

NOES: **COUNCILMEMBERS:** ***None***

ABSTAIN : **COUNCILMEMBERS:** ***None***

ABSENT: **COUNCILMEMBERS:** ***None***



**Jason Lindgren, City Clerk
City of Elk Grove, California**