

RESOLUTION NO. 2011-263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE MAYOR TO EXECUTE AN ACQUISITION AGREEMENT WITH JJV, LLC FOR PRIVATELY-CONSTRUCTED FACILITIES WITHIN THE CITY OF ELK GROVE COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAGUNA RIDGE)

WHEREAS, development within the geographic area included in the Laguna Ridge Specific Plan area (the "Plan Area") requires the construction of public facilities and improvements, some of which will be owned by the City and some of which will be owned by other public agencies (each an "operating agency"); and

WHEREAS, the City has, in conjunction with some of the landowners and developers within the Plan Area, determined to finance certain facilities through the formation by the City of a community facilities district to be known as the City of Elk Grove Community Facilities District No. 2005-1 (Laguna Ridge) ("CFD 2005-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Sections 53311, et seq. (the "Act")), and the authorization of special tax levies and bond issues that will be used in part to pay for the public facilities and improvements; and

WHEREAS, on March 8, 2006, the City Council adopted Resolution No. 2006-62 (the "Resolution of Formation") and thereby established CFD 2005-1 and provided for the levy of a special tax to pay for the acquisition and construction of certain public facilities, as provided therein; and

WHEREAS, on March 8, 2006, a special election was held by the landowners within CFD 2005-1, at which election more than two-thirds (2/3) of the votes were cast in favor of the special tax and issuing bonds to pay for the public facilities to be acquired and/or constructed for CFD 2005-1; and

WHEREAS, JJV, LLC ("the Developer") constructed certain of the improvements that serve CFD 2005-1, which improvements (the "Projects") and the costs thereof are described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Projects are contained in, and are a part of, the Capital Improvement Program ("CIP") of the Plan Area, which CIP may from time to time be amended by the City. The Projects were constructed with the intent to be eligible for acquisition by the City in accordance with Section 53313.5 of the Act, and, as warranted hereby, the Developer satisfied the construction requirements required to support such acquisition; and

WHEREAS, due to an inadvertent mutual oversight by the City and Developer, the Developer completed the Projects and the City accepted ownership of the Projects prior to completing this acquisition agreement to formally establish the terms for such acquisition and payment to Developer for the authorized and allowable costs thereof.

The City acknowledges that, since the Projects were eligible for acquisition through CFD 2005-1 and built with the intention that they be so acquired, and since the Projects serve CFD 2005-1 for the benefit of all properties therein, it is in the mutual best interest of the City and the Developer to consider this acquisition agreement, so long as Developer constructed the Projects in accordance with all the terms and conditions required for such acquisition; and

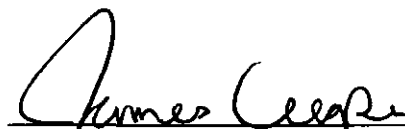
WHEREAS, the Developer acknowledges that there currently are no available bond proceeds in the CFD 2005-1 Acquisition and Construction Fund and there is currently no reasonable timeline as to when bond proceeds may be available; and

WHEREAS, the Developer acknowledges that any monies the City may receive on behalf of the CFD 2005-1 from settlements of existing or future judicial foreclosure proceedings, including repayment of principal and any penalties, fees or interest or other charges associated with said proceedings, initiated pursuant to Section 8.7 of the Fiscal Agent Agreement between U.S. Bank National Association, as Fiscal Agent and the City of Elk Grove, dated June 1, 2007, are not considered bond proceeds and will not be considered an eligible funding source for payment of any obligations arising from this agreement; and

WHEREAS, the City and the Developer desire to enter into an agreement to acknowledge the construction of the Projects in accordance with the requirements for acquisition by the City and for the payment to the Developer of certain costs of construction of the Projects.

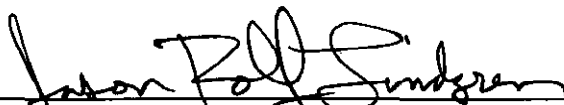
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby approves the Acquisition Agreement with JJV, LLC for privately-constructed facilities within the City of Elk Grove Community Facilities District No. 2005-1 (Laguna Ridge), in substantially the form presented attached as Exhibit A, and hereby authorizes the Mayor to execute and deliver it to the Developer.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 14th day of December 2011.




JAMES COOPER, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN HOBBS,
INTERIM CITY ATTORNEY

EXHIBIT A

**CITY OF ELK GROVE
AGREEMENT FOR ACQUISITION OF PRIVATELY-CONSTRUCTED FACILITIES
WITHIN THE CITY OF ELK GROVE
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAGUNA RIDGE)**

This Agreement, dated as of _____, 2011, by and between the City of Elk Grove, a municipal corporation (the "City"), and the party listed on the signature page hereto ("Developer"),

WITNESSETH:

WHEREAS, development within the geographic area included in the Laguna Ridge Specific Plan area (the "Plan Area") requires the construction of public facilities and improvements, some of which will be owned by the City and some of which will be owned by other public agencies (each an "operating agency");

WHEREAS, the City has, in conjunction with some of the landowners and developers within the Plan Area, determined to finance certain facilities through the formation by the City of a community facilities district to be known as the City of Elk Grove Community Facilities District No. 2005-1 (Laguna Ridge) ("CFD 2005-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Sections 53311, et seq. (the "Act")), and the authorization of special tax levies and bond issues that will be used in part to pay for the public facilities and improvements;

WHEREAS, on March 8, 2006, the City Council of the City adopted Resolution No. 2006-62 (the "Resolution of Formation") and thereby established CFD 2005-1 and provided for the levy of a special tax to pay for the acquisition and construction of certain public facilities, as provided therein;

WHEREAS, on March 8, 2006, a special election was held by the landowners within CFD 2005-1, at which election more than two-thirds (2/3) of the votes were cast in favor of the special tax and issuing bonds to pay for the public facilities to be acquired and/or constructed for CFD 2005-1;

WHEREAS, the Developer constructed certain of the improvements that serve CFD 2005-1, which improvements (the "Projects") and the costs thereof are described in Exhibit A-1 and A-2, attached hereto and incorporated herein by this reference;

WHEREAS, the Projects are contained in, and are a part of, the Capital Improvement Program ("CIP") of the Plan Area, which CIP may from time to time be amended by the City. The Projects were constructed with the intent to be eligible for acquisition by the City in accordance with Section 53313.5 of the Act, and, as warranted hereby, the Developer satisfied the construction requirements required to support such acquisition;

WHEREAS, due to an inadvertent mutual oversight by the City and Developer, the Developer completed the Projects and the City accepted ownership of the Projects prior to completing this acquisition agreement to formally establish the terms for such acquisition and reimbursement to Developer for the authorized and allowable costs thereof. The City

acknowledges that, since the Projects were eligible for acquisition through CFD 2005-1, and since the Projects serve CFD 2005-1 for the benefit of properties therein, it is in the mutual best interest of the City and the Developer to consider this acquisition agreement, so long as Developer constructed the Projects in accordance with all the terms and conditions required for such acquisition;

WHEREAS, the Developer acknowledges that there currently are no available bond proceeds in the CFD 2005-1 Acquisition and Construction Fund to reimburse Developer, and it is currently unknown when bond proceeds may be available, if at all;

WHEREAS, the Developer acknowledges that any monies the City may receive on behalf of the CFD 2005-1 from settlements of existing judicial foreclosure proceedings, including repayment of principal and any penalties, fees or interest or other charges associated with said proceedings, initiated pursuant to Section 8.7 of the Fiscal Agent Agreement between U.S. Bank National Association, as Fiscal Agent and the City of Elk Grove, dated June 1, 2007, (the "Fiscal Agent Agreement") are not considered bond proceeds and will not be considered an eligible funding source for payment of any obligations arising from this agreement, provided that any monies that the City may receive on behalf of the CFD 2005-1 from settlements of future judicial foreclosure proceedings, net of the costs to the City to recover such monies and excluding any penalties, fees, interest or other charges associated therewith, will be considered an additional source of special taxes when received by the City and will be an eligible funding source for payment hereunder, after deducting therefrom the amounts for debt service, bond reserve restoration, administrative expenses and loans described in Section 5(d) below;

WHEREAS, the City and the Developer desire to enter into an agreement to acknowledge the construction of the Projects in accordance with the requirements for acquisition by the City and for the payment to the Developer of certain costs of construction of the Projects;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the above referenced recitals, which are true and correct and incorporated herein, City and the Developer agree as follows:

Section 1. Project List. The list of Projects, quantities, and prices installed and incurred by Developer and approved by the City are shown in Exhibit A-1 and A-2 attached hereto.

Section 2. Prevailing Wages. Developer represents and confirms that it paid prevailing wages relative to the construction of the Projects.

Section 3. Construction Standards. Developer represents that it constructed the Projects in conformance with the City Standard Construction Specifications and Improvement Standards (or the comparable specifications and standards of the operating agency).

Section 4. Projects Completed After Resolution of Formation. For the Projects, or portions thereof, that were completed after the adoption of the Resolution of Formation, to qualify for payment of the costs of the Project hereunder, as confirmed by the City, the Developer represents that it complied with all the requirements described in the City of Elk Grove's Policies and Procedures for Reimbursement of Privately-Constructed Public Facilities (the "Policies and Procedures"), subject to any exceptions thereto made by the City Engineer or the City Council.

Section 5. Payment.

(a) **Procedures.** Payment by the City to Developer shall be made in accordance with the payment procedures of the City's Reimbursement Policies and Procedures, upon receipt and approval by the City of a request for payment in the form attached hereto as Exhibit B.

(b) **Maximum Initial Reimbursement Payment.** The maximum reimbursement initially payable to Developer shall not exceed 74.76% of the cost limitations set forth in Exhibit A-1 and A-2 ("Project List"), which amounts to a maximum initial payment of \$4,149,661.30 (the "Maximum Initial Reimbursement Payment."). Under no circumstance shall Developer be entitled to interest on any amounts reimbursed or to be reimbursed Developer under this Agreement.

(c) **Source of Payments.** Payment by the City to the Developer shall be made only from the accounts within the CFD 2005-1 Acquisition and Construction Fund, and only from bond proceeds and funds that may be generated in the future from special taxes collected by CFD 2005-1. No payment shall be made from the CFD 2005-1 Acquisition and Construction Fund unless and until sufficient funds for such payment are available in the CFD 2005-1 Acquisition and Construction Fund, as determined by City.

(d) **Reimbursement from Special Taxes.** Subject to the conditions set forth herein, on or before September 30 of each year, the District shall pay to Developer fifty percent (50%) of annual net special taxes collected by the District during the prior fiscal year, up to the Maximum Initial Reimbursable Amount. Net special taxes collected shall mean the amount of special taxes collected in the applicable fiscal year that are remaining after deductions for the amounts required by the Fiscal Agent Agreement for payment of debt service, restoration of the bond reserve fund, and administrative expenses, and payment of principal and interest on loans from the CFD 2005-1 Acquisition and Construction Fund.

(e) **Proceeds of Subsequent Series Bond Issuances.** In connection with the issuance of any subsequent series of bonds issued for the District, Developer shall receive up to fifty percent (50%) of the proceeds of the bond issuance, after applicable set-asides for bond reserves and payment of expenses of the bond sale, up to a total payment of Maximum Reimbursable Amount. After the Maximum Initial Reimbursable Amount has been paid to Developer from either special tax proceeds and/or the proceeds from any subsequent series bond issuance, Developer may request additional reimbursement from bond proceeds up to the total maximum amount set forth in Exhibit A-1 and A-2 (\$5,550,643.80), for a total additional reimbursable amount of \$1,400,982.50 ("Additional Reimbursement"). In determining the amount of an Additional Reimbursement Developer may be eligible to receive from subsequent bond issuances, the City shall compute the percentage of the Developer's cost of improvements, as against the total eligible costs of infrastructure improvements incurred by Developer and all other developers for the Plan Area, and that percentage calculated shall be the maximum percentage of future bond proceeds to which Developer may claim Additional Reimbursement. The intent of this provision is to create a mechanism for reimbursement to Developer in proportion to the amount of relative contribution to the Plan Area as compared to other developers in the Plan Area, provided, however, that after the payment of up to fifty percent (50%) of the annual net special taxes and proceeds of any subsequent bond issuances to Developer to reimburse the Maximum Initial Reimbursable Amount, the actual final distribution of any additional subsequent series bond proceeds to Developer shall be subject to the City's

discretion, provided any such additional reimbursements authorized for payment to any developer shall be paid pro rata to all eligible developers, including Developer.

(f) Documentation. The City Engineer shall have the right, during normal business hours and upon the giving of ten days written notice to Developer or Constructor, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer in constructing any of the Projects, including any and all construction contracts, subcontracts, change orders, invoices and payroll records.

(g) Conditions Precedent to Receipt of Funds. The following terms shall be conditions precedent to Developer receiving any funds hereunder:

(i) Developer shall either record a final map, secure building permits for properties it owns or controls in the Plan Area, and/or designate its properties for development such that they would be subject to the special taxes for the CFD.

(ii) The District shall have experienced at least two (2) prior consecutive years of sub-five percent (5%) special tax delinquencies in the District, with no reasonable expectation of future delinquency in excess of five percent (5%) of the total annual special tax, all as documented by the City, prior to the payment to Developer of any net special taxes or bond proceeds.

Section 6. Title. Once the City makes final payment to Developer for the completion of a Project, or a portion thereof (including payments for punch list items for substantially completed work), if and to the extent not already fully conveyed thereto, title to the improvements shall vest in the City, the Cosumnes Community Services District, the Sacramento County Water Agency, the County of Sacramento, or County Sanitation District No. 1, as appropriate. By acceptance of payment for the completion of a Project, or a portion thereof, the Developer thereby covenants to use commercially reasonable efforts to effectuate the transfer of title if and to the extent not already fully conveyed thereto, including delivering an appropriate instrument of conveyance, if deemed necessary by the City or the operating agency.

Section 7. Guarantee. Prior to the City's acceptance of the Projects, the Developer provided a title guarantee to the City and the operating agency that there were no liens on the Project at the time of acquisition by the City, together with releases from all contractors and/or materials suppliers for the Projects, and the City has confirmed that the Projects are clear of any liens or encumbrances related to the construction of the Projects.

Section 8. Warranty. The City acknowledges that Developer warranted each Project that it built as to materials and workmanship and promptly caused the needed repairs to be made without cost to the City or the operating agency due to any failure of the Projects that occurred within a period of one year after final acceptance thereof by the City or operating agency.

Section 9. Indemnity. (a) Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify and hold harmless the City and its officers, employees, consultants, and agents (collectively, the "City Indemnified Parties") from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of or resulting from the design, the construction, or the installation of

the Project, except Liabilities arising from the, the sole negligence or the willful misconduct of the City or its officers, employees, consultants, and agents who are directly responsible to the City, or from defects in design furnished by those persons, or the active negligence of the City. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. With respect to Liabilities resulting from any patent deficiency, this indemnification shall terminate four years after City's acceptance of the Projects; and, with respect to Liabilities resulting from any latent deficiency, this indemnification shall terminate ten years after City's acceptance of the Projects. The term "patent deficiency" shall have the meaning ascribed to such term in Code of Civil Procedure section 337.1. The term "latent deficiency" shall have the meaning ascribed to such term in Code of Civil Procedure section 337.15.

(b) In addition to the foregoing indemnity related to the construction of the Projects, Developer agrees to and shall defend, indemnify and hold harmless the City Indemnified Parties from any and all lawsuits, claims, challenges, expenses or costs, including attorneys fees, arising out of or related to the City's approval, execution, or implementation of this Agreement, including any payment of the Project costs by City to Developer hereunder.

Section 10. No Third Party 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 Projects.

Section 11. City Obligations. The obligations arising from this Agreement are not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the revenues of the CFD 2005-1 Acquisition and Construction Fund arising from the receipt of proceeds of bond sales with respect to CFD 2005-1 and the receipt of special taxes, fees or charges collected solely for the benefit of CFD 2005-1. Neither the General Fund nor any other fund of the City, except as previously described, 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 to satisfy any obligations arising from this Agreement.

Section 12. Tax Exemption. Interest on any bonds to be issued by the City in order to finance the Projects will be excluded from gross income for federal income tax purposes. Notwithstanding anything in this Agreement to the contrary, the City shall not be required to take any action hereunder that, in the opinion of bond counsel to the City for CFD 2005-1 proceedings, would result in interest on the bonds being included in gross income for federal income tax purposes.

Section 13. [Intentionally Omitted]

Section 14. Notice. Any notice, payment or instrument required or permitted by this Agreement to any party shall be deemed to have been received when personally delivered to any 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
Public Works
8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Engineer

Developer: JIV, LLC
c/o Jackson Properties
5665 Power Inn Road, Suite 140
Sacramento, CA 95824

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

Section 15. Term. The term of this Agreement shall start on the day and year first above written and shall remain in effect until all terms and conditions contained in this Agreement have been satisfied.

Section 16. Captions. Captions to Sections of this Agreement are for convenience purposes only and are not, part of this Agreement.

Section 17. 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 18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 19. 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 20. 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 all parties.

Section 21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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

CITY OF ELK GROVE

By: _____
Steven M. Detrick, Mayor

ATTEST:

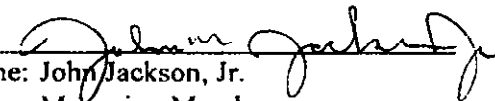
Jason Lindgren, City Clerk

APPROVED AS TO FORM:


Jonathan P. Hobbs, Interim City Attorney

DEVELOPER:

JJV, LLC, a
California limited liability company

By: 
Name: John Jackson, Jr.
Its: Managing Member

LIST OF EXHIBITS

Exhibit A-1	Description of Projects
Exhibit A-2	Approved Costs for Projects
Exhibit B	Payment Request Form

EXHIBIT A-1

Description of Project Improvements

The Project Improvements subject to this Acquisition Agreement are generally described as follows:

Laguna Springs Drive

The street and underground improvements to Laguna Springs Drive between Lotz Parkway and Elk Grove Boulevard, consisting of grading, paving, joint trench, curb gutter and sidewalks, signage and striping, median landscaping, signalization, streetlights, sewer facilities, potable and non-potable water facilities, drainage facilities and permanent landscaping, as more particularly shown on the Improvement Plans entitled "Laguna Ridge – Major Roads Lotz Parkway – Laguna Springs Drive & Civic Center Drive," as approved and on file with the City of Elk Grove.

Civic Center Drive

The street and underground improvements to Civic Center Drive connecting to and extending west of Laguna Springs Drive, consisting of grading, paving, joint trench, curb gutter and sidewalks, streetlights, signage and striping, sewer facilities, potable and non-potable water facilities, drainage facilities and permanent landscaping, as more particularly shown on the Improvement Plans entitled "Laguna Ridge – Major Roads Lotz Parkway – Laguna Springs Drive & Civic Center Drive," as approved and on file with the City of Elk Grove.

EXHIBIT A-2

Approved Costs for Project Improvements

Based on materials provided by Developer documenting the costs incurred to construct and complete the Project Improvements, the approved costs of the Improvements are as follows:

Laguna Springs and Civic Center Improvements (Underground)

Base Contract (including approved Change Orders)	\$3,707,660.60
Landscaping (including approved Change Orders)	259,705.00
Dry Utilities (including approved Change Order)	<u>358,025.00</u>
Total	\$4,325,390.60

Civic Center Improvements (Aboveground)

Base Contract (including approved Change Orders)	\$1,078,748.20
Landscaping	41,405.00
Dry Utilities	<u>105,100.00</u>
Total	1,225,253.20

TOTAL APPROVED COST OF IMPROVEMENTS **\$5,550,643.80**

EXHIBIT B

Payment Request Form

City of Elk Grove
Community Facilities District No. 2005-1 (Laguna Ridge)

Request for Payment

The undersigned (the "Developer") hereby requests payment pursuant to the Agreement for Acquisition of Privately-Constructed Facilities within the City of Elk Grove Community Facilities District No. 2005-1 (Laguna Ridge) dated _____, 2011 (the "Agreement"), between the City of Elk Grove and the Developer, in the total amount of \$_____. (Capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.) The payment requested is for Projects identified in Exhibits A-1 and A-2 to the Agreement that have been completed by the Developer and are the subject of this request for payment.

In connection with this request for payment, the undersigned hereby represents and warrants to the City as follows:

1. The person executing this request on behalf of the Developer is duly authorized to do so and is knowledgeable as to the matters set forth herein.
2. The Projects have been completed in accordance with the approved plans therefor. To the extent a Project is to be accepted, owned, and operated by a public agency other than the City, attached hereto is documentation from that agency acknowledging that the construction is complete and accepting the Project from the Developer.
3. The true and correct actual cost of each Project for which payment is requested is set forth in Exhibit A-2 to the Agreement.
4. Attached hereto are invoices, receipts, worksheets and other evidence of actual cost that are in sufficient detail to allow the City's Public Works Director to verify the actual cost of the Project for which payment is requested.
5. There has not been filed with or served upon the Developer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by operation of law.
6. With respect to all Projects, prevailing wages have been paid relative to the construction of the Project to the extent required by law if such Projects were City jobs.
7. The Developer is in compliance with the terms and provisions of the Acquisition Agreement.

EXHIBIT B

8. Payment should be made payable to:

and sent to: _____

at the following address: _____

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Date: _____

JJV, LLC, a California limited liability company

By: _____

Name: John Jackson, Jr.

Title: Managing Member

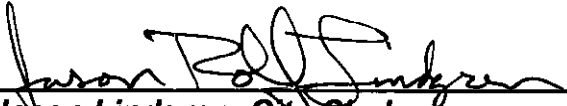
EXHIBIT B

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2011-263

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 14, 2011 by the following vote:

AYES : COUNCILMEMBERS: Cooper, Hume, Davis, Detrick, Scherman
NOES: COUNCILMEMBERS: None
ABSTAIN : COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None


Jason Lindgren, City Clerk
City of Elk Grove, California