

RESOLUTION NO. 2021-035

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION
AGREEMENT WITH SACRAMENTO COUNTY FOR THE MULTI-SPORT PARK
COMPLEX AND GRANT LINE SOUTHEAST INDUSTRIAL AREA PROJECT**

PROJECT NO. WFC004

SOUTH OF GRANT LINE ROAD AT THE INTERSECTION WITH WATERMAN ROAD

APN: 134-0190-002, -003, -009, -010, -013, -029, -030, -032

WHEREAS, in 2014 the City of Elk Grove acquired property at the northeast corner of Grant Line Road and Waterman Road for development of a multi-sport park complex; and

WHEREAS, the City property is located outside but adjoining the current corporate boundary of the City; and

WHEREAS, in 2015 the City Council directed that the property be annexed into the City (the Project); and

WHEREAS, the City worked with the Sacramento Local Agency Formation Commission (LAFCo) to prepare a Sphere of Influence Amendment that included the City property and adjoining property to the northeast and southwest, in keeping with LAFCo policies; and

WHEREAS, LAFCo approved the Sphere of Influence Amendment (SOIA) for the City property and the adjoining property, totaling ±571 acres (the SOIA Area) at their regular meeting in May 2019; and

WHEREAS, the City has undertaken technical engineering studies and planning to support the annexation and future development of the SOIA Area, including the preparation of a Specific Plan as required by City General Plan policy; and

WHEREAS, due to current property ownership desires, lot boundaries, and Williamson Act status, the SOIA Area is proposed to be annexed into the City in phases, with the Phase 1 area including the property currently owned by the City, Kendrick, and Cypress Abbey; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act (CEQA), Public Resource Code §§21000 et seq.; and

WHEREAS, the City and LAFCo entered into a Memorandum of Understanding providing for the joint preparation of an Environmental Impact Report (EIR) for the SOIA and future annexation and development of the SOIA Area; and

WHEREAS, that EIR was prepared by the City and LAFCo and certified by LAFCo prior to their approval of the SOIA; and

WHEREAS, during the preparation of the technical engineering studies and planning after approval of the SOIA the City identified that revisions to the EIR Project were necessary and that pursuant to State CEQA Guidelines Section 15163 a Supplemental EIR (SEIR) is appropriate to document the changes to the Project and update Mitigation Measures; and

WHEREAS, on July 20, 2020, the City released a Notice of Preparation for the SEIR; and

WHEREAS, on October 9, 2020, the City released a Notice of Availability for the SEIR, collecting public comments through November 24, 2020; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on January 7, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting and voted 4-0 (Commissioner Shuck absent) to recommend certification of the EIR; and

WHEREAS, the City Council held a duly-noticed public hearing on January 27, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, the City Council has certified the SEIR for the Project, adopting Findings of Fact and a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program; and

WHEREAS, Revenue and Taxation Code Section 99 provides that requires a city seeking to annex property to its incorporated territory, and a county affected by such annexation, to agree upon an exchange of property taxes, which are derived from such property and available to the county, and city following annexation of the property; and

WHEREAS, the City and County have conferred on such a tax exchange agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute the Tax Revenue Exchange Agreement with the County of Sacramento for the Project, in substantially the form presented at Exhibit A, attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 27th day of January 2021.



BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:


JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

EXHIBIT A

TAX REVENUE EXCHANGE AGREEMENT BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF ELK GROVE, RELATING TO THE ELK GROVE MULTI-SPORT PARK COMPLEX AND GRANT LINE SOUTHEAST INDUSTRIAL AREA PHASE 1 ANNEXATION

This PROPERTY TAX REVENUE EXCHANGE AGREEMENT ("Agreement") is made and executed in duplicate this _____ day of _____, 2020 by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("COUNTY"), and the CITY OF ELK GROVE, a municipal corporation ("CITY").

RECITALS

a) On June 6, 1978, Article XIII A was added to the California Constitution. Article XIII A limited the total amount of property taxes which could be levied on property, by local taxing agencies having such property within their territorial jurisdiction, to one percent (1%) of the property's full cash value.

b) Subsequently, the California Legislature added Section 99 to the California Revenue and Taxation Code. Section 99 requires a city seeking to annex property to its incorporated territory, and a county affected by such annexation, to agree upon an exchange of property taxes, which are derived from such property and available to the county, and city following annexation of the property.

c) CITY has filed an application with the Sacramento Local Agency Formation Commission requesting its approval for the CITY's annexation of approximately 380 acres of real property known as the Elk Grove Multi-Sport Park Complex and Grant Line Southeast Industrial Area Phase 1 Annexation.

d) COUNTY and CITY wish to work together to develop a fair and equitable approach to the sharing of real property ad valorem taxes imposed and collected, as authorized by the Revenue and Taxation Code, to encourage sound urban development and economic growth.

e) Close cooperation between COUNTY and CITY is necessary to maintain and improve the quality of life, and deliver needed or desirable services in a timely and cost-efficient manner, to residents in the CITY and COUNTY.

f) COUNTY recognizes the need for orderly growth within and adjacent to the CITY, and for supporting appropriate annexations by CITY.

g) Section 99 of the California Revenue and Taxation Code, authorizes a city and county to execute a property tax transfer agreement for the exchange of property tax revenues in connection with the annexation of property located in the unincorporated territory of a county to the incorporated territory of a city.

h) COUNTY and CITY after negotiations have reached an understanding as to a rate of exchange of property tax revenues to be made, pursuant to Section 99 of the California Revenue and Taxation Code, in connection with the annexation of the Elk Grove Multi-Sport Complex Annexation to the CITY.

i) COUNTY and CITY also desire to set out the parameters for exchange of sales tax and transient occupancy taxes collected within the Elk Grove Multi-Sport Complex Annexation Area.

j) The provisions of Article XIII, Section 29(b) of the California Constitution authorize a city and county to enter into a contract to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the local sales and use tax law, provided that the ordinance or resolution approving the contract is approved by a two-thirds (2/3) vote of both the City Council and the Board of Supervisors.

k) This Agreement memorializes the understanding between the COUNTY and CITY and constitutes an enforceable property tax transfer agreement, under Section 99 of the California Revenue and Taxation Code.

In consideration of the exchange of tax revenue, as provided for in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the COUNTY and CITY agree as follows:

TERMS

Section 1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Annexation Area" shall mean the Elk Grove Multi-Sport Park Complex and Grant Line Southeast Industrial Area Phase 1 Annexation, consisting of approximately 380 acres in the unincorporated area of the COUNTY more specifically described in Exhibit "A" to this Agreement, and depicted in Exhibit "B" to this Agreement.

(b) "Annexation Date" shall mean the date specified by the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 (California Government Code § 56000 et seq.) as the effective date of the Annexation.

(c) "Annexation" shall mean the approved and completed annexation of the Annexation Area by the CITY, as delineated in Sacramento Local Agency Formation Commission Application Control Number "(04-20)", and as provided for in the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 (California Government Code § 56000 et seq.).

(d) "Property Tax Revenue" shall mean revenue from "ad valorem real property taxes on real property", as said term is used in Section 1 of Article XIII A of the California Constitution and more particularly defined in subsection (c) of Section 95 of the California Revenue and Taxation Code, that is collected from the Annexation Area, that is available for allocation to the CITY and the COUNTY, and is currently allocated to the COUNTY General Fund, COUNTY Road Fund, Sloughhouse Resource Conservation District and Omochumne-Hartnell Water District.

(e) "Sales Tax Revenue" shall mean the revenue from the sales, transaction, and use taxes levied and received by the CITY pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or any successor statutory provision, that is collected within the Annexation Area.

(f) "Big Box Retail Establishment" shall mean a store of greater than 75,000 square feet of buildable area that will generate sales, transaction or use tax

revenue.

(g) “Single-Purpose or Regional Tax-Generating Land Use” shall mean:

(i) hotels, motels, Auto Dealers, and Big Box Retail Establishments;

(ii) more than 30 contiguous acres of commercially zoned lands configured as a retail mall, including commercially zoned parcels that are adjacent or separated only by public rights-of-way of less than 120 feet in width; and

(iii) the rezone of any property that changes the configuration of lands within the Annexation Area to constitute a retail mall (as described in subsection ii above).

(h) “Auto Dealer” shall mean a retailer who sells new or used cars or trucks who is also a “dealer” as defined by Vehicle Code Section 285. For purposes of this subsection, “cars” include vans that are sold primarily as passenger vehicles, and “trucks” include pickup trucks and cargo vans with a cargo capacity of one ton or less.

(i) “Transient Occupancy Tax Revenue” shall mean the CITY general fund share of revenue from any transient occupancy tax levied and received by the CITY pursuant to Revenue and Taxation Code Section 7280, or any successor statutory provision, that is collected within the Annexation Area.

Section 2. General Purpose of Agreement. The general purpose of this Agreement is to devise an equitable exchange of Property Tax Revenue between CITY and COUNTY, as required by Section 99 of the California Revenue and Taxation Code, for the Annexation Area.

Section 3. Exchange of Tax Revenues. On and after the Annexation Date, the COUNTY and CITY shall equally pool and share Property Tax Revenue for the Annexation Area as set forth herein.

TRA 51-066 (Update based on information from Finance)	TRAs 51-066 and 51-098		
	Available Tax Increment BEFORE ERAF	ERAF	Annexation Shares
COUNTY ROADS	0.09616		0.09616
COUNTY GENERAL	42.68827	-52.510875	20.27229
OMOCHUMNE-HARTNELL	2.64151	-10.26980	2.37023
SLOUGHHOUSE RESOURCE	0.01980	-39.96856	0.01189
Net	47.42828		22.75057
County Share (50%)			11.375285
City Share (50%)			11.375285

(a) CITY shall receive 11.375285% of the Property Tax Revenue to be

allocated to its General Fund.

(b) COUNTY shall receive 11.375285% of the Property Tax Revenue to be allocated to its General Fund.

Section 4. Exchange by County Auditor. COUNTY and CITY further agree that all of the exchanges of Property Tax Revenue required by this Agreement shall be made by the County Auditor.

Section 5. Sales Tax and Transient Occupancy Tax Revenues. On and after the Annexation Date, CITY shall receive all Sales Tax Revenue and Transient Occupancy Tax Revenue, provided that the COUNTY and CITY shall exchange Sales Tax Revenue and Transient Occupancy Tax Revenue under the following events:

(i) Single Purpose or Regional Tax-Generating Land Use. In the event that the CITY allows a Single Purpose or Regional Tax-Generating Land Use, as defined in Section 1(g) of this Agreement, to conduct business in the Annexation Area, then the COUNTY and CITY shall share equally in all sales and transient occupancy taxes generated by such Single Purpose or Regional Tax Generating Land Uses.

Section 6. Notice of Rezone or Subdivide Required. If any property within the Annexation Area is proposed to be rezoned or subdivided, the CITY shall provide written notice of such proposed rezone to the COUNTY prior to the date the proposed rezone is to be heard by the CITY Planning Commission.

(a) If subsequent to the annexation date, the CITY rezones any property within the Annexation Area from a residential land use to any retail land use, the COUNTY and the CITY shall share Sales Tax and Transient Occupancy Tax Revenue as follows:

(i) The COUNTY and the CITY shall share equally in the Sales Tax and Transient Occupancy Tax Revenue collected within the area of such rezone.

(ii) If any property with the Annexation Area is rezoned by the CITY from a residential land use to a Single Purpose/ Regional Tax Generating Land Use, the CITY shall provide written notice of such rezoning to the COUNTY within thirty (30) days of the effective date of any such rezoning.

Section 7. Remittance of Sales Tax and Transient Occupancy Tax Revenue. CITY shall remit to the COUNTY its share of the Sales Tax Revenue and Transient Occupancy Tax Revenue as set forth in Section 1(e) and 1(i) hereof within thirty (30) calendar days of its receipt by CITY. In addition to any remedies COUNTY may have at law or in equity in the event of CITY's default on its obligation to remit such revenue as required by this Agreement, COUNTY may withhold from property tax payments otherwise due to the CITY an amount equal to the amount of Sales and Transient

Occupancy Tax Revenue which CITY has failed to pay COUNTY in a timely manner, provided that COUNTY may not exercise such right of offset until it has first given CITY thirty (30) days prior written notice of COUNTY's intent to offset.

Section 8. Cessation of Single-Purpose or Regional Tax-Generating Land Use. If a change in land use or zoning causes a land use to become a Single-Purpose or Regional Tax-Generating Land Use within the meaning of Section 1(g) and thereby requires the sharing of Sales Tax Revenue or Transient Occupancy Tax Revenue once the land is being used as a Single-Purpose or Regional Tax-Generating Land Use pursuant to Section 5(i), and a later change in land use or zoning would no longer meet the requirements for tax-sharing under Section 5(i), then the sharing of such taxes under Section 5(i) shall cease. For example, if an Auto Dealer goes out of business and is replaced by other retail stores that do not constitute a different type of Single-Purpose or Regional Tax-Generating Land Use, revenues from those other retail stores would not be subject to tax sharing under Section 5(i).

Section 9. Non-Opposition to Annexation. In further consideration of this Agreement, COUNTY agrees not to oppose CITY's annexation of the Annexation Area.

Section 10. Dispute Resolution.

(a) Inadmissibility. Should any disputes arise as to the performance of this Agreement, COUNTY and CITY agree to the dispute resolution process as set forth below. All conduct, testimony, statements or other evidence made or presented during the meeting described in subsection (b) below shall be confidential and inadmissible in any subsequent arbitration proceedings brought to prove liability for any claimed breach or damages which are the subject of the dispute resolution process.

(b) Initiation of Process. COUNTY or CITY may initiate the dispute resolution process by submitting written notification to the other of a potential dispute concerning the performance of this Agreement. This written notification shall include all supporting documentation, shall state what is in dispute, and shall request a meeting between the County Executive and the City Manager or their respective designees. The purpose of this meeting shall be to ascertain whether a resolution of the disagreement is possible without third party intervention. This meeting shall be scheduled to take place within thirty (30) working days of receipt of the written notification of the dispute. At the meeting, the respective representatives of the COUNTY and the CITY shall attempt to reach an equitable settlement of the disputed issue(s).

(c) Binding Arbitration. If the meeting provided for in subsection (b) of this Section fails to fully resolve the disagreement, the matter shall then be submitted by either party to the American Arbitration Association ("Arbitrator") to appoint a single, neutral arbitrator for a decision. The arbitration shall be conducted pursuant to the procedures set forth in Chapter 3 (commencing with Section 1282) of Title 9 of the California Code of Civil Procedure. The decision of the Arbitrator shall be controlling between the CITY and the COUNTY and shall be final. Except as provided in Code of Civil Procedures Sections 1286.2 and 1286.4, neither party shall be entitled to judicial review of the Arbitrator's decision. The party against whom the award is rendered shall pay any monetary award

and/or comply with any other order of the Arbitrator within sixty (60) days of the entry of judgment on the award.

(d) Costs. The parties shall share equally in the costs and fees associated with the Arbitrator's fees and expenses. At the conclusion of the arbitration, the prevailing party, as determined by the Arbitrator, shall be entitled to reimbursement by the other party for the Arbitrator's fees and the Arbitrator's expenses incurred in connection with the arbitration. The awarded arbitrator's fees and expenses shall be remitted to the party whose petition is upheld within thirty (30) days of the Arbitrator's decision. Each party shall bear its own costs, expenses and attorney's fees and no party shall be awarded its costs, expenses, or attorney's fees incurred in the dispute resolution process.

Section 11. Mutual Defense of Agreement. If the validity of this Agreement is challenged in any legal action by a party other than COUNTY or CITY, then COUNTY and CITY agree to defend jointly against the legal challenge and to share equally any award of costs, including attorney's fees, against COUNTY, CITY, or both.

Section 12. Waiver of Retroactive Recovery. If the validity of this Agreement is challenged in any legal action brought by either CITY or any third party, CITY hereby waives any right to the retroactive recovery of any CITY Property Tax Revenues exchanged pursuant to this Agreement prior to the date on which such legal action is filed in a court of competent jurisdiction. The remedy available in any such legal action shall be limited to a prospective invalidation of the Agreement.

Section 13. Modification. The provisions of this Agreement and all of the covenants and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by both the COUNTY and CITY.

Section 14. Reformation. COUNTY and CITY understand and agree that this Agreement is based upon existing law, and that such law may be substantially amended in the future. In the event of an amendment of state law which renders this Agreement invalid or inoperable or which denies any party thereto the full benefit of this Agreement as set forth herein, in whole or in part, then COUNTY and CITY agree to renegotiate the Agreement in good faith.

Section 15. Effect of Tax Exchange Agreement. This Agreement shall be applicable solely to the Annexation Area and does not constitute either a master tax sharing agreement or an agreement on property tax exchanges which may be required for any other annexation to the CITY.

Section 16. Entire Agreement. With respect to the subject matter hereof only, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between COUNTY and CITY except as otherwise provided herein.

Section 17. Notices. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective parties at the following addresses:

COUNTY

County Executive
County of Sacramento
700 H Street, Room 7650
Sacramento, CA 95814

CITY

City Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Notice by personal delivery shall be effective immediately upon delivery. Notice by mail shall be effective upon receipt or three days after mailing, whichever is earlier.

Section 18. Approval, Consent, and Agreement. Wherever this Agreement requires a party's approval, consent, or agreement, the party shall make its decision to give or withhold such approval, consent or agreement in good faith, and shall not withhold such approval, consent or agreement unreasonably or without good cause.

Section 19. Construction of Captions. Captions of the sections of this Agreement are for convenience and reference only. The words in the captions in no way explain, modify, amplify, or interpret this Agreement.

Section 20. Incorporation by Reference. Exhibits A and B, attached hereto, are incorporated into this Agreement by this reference.

Section 21. The Parties acknowledge that this Agreement shall not become effective unless the ordinance or resolution approving this Agreement is approved by a two-thirds (2/3) vote of both the City Council and the Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Sacramento, State of California, on the date set forth above.

<p>(SEAL)</p> <p>ATTEST: _____ Clerk of the Board of Supervisors</p> <p>Approved as to form:</p> <p>_____</p> <p>County Counsel</p>	<p>COUNTY OF SACRAMENTO, a political Subdivision of the State of California</p> <p>By: _____ County Executive</p>
<p>(SEAL)</p> <p>ATTEST: _____ City Clerk</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney</p>	<p>CITY OF ELK GROVE, a municipal corporation</p> <p>By: _____ City Manager</p>

Exhibit A: Legal Description

Annexation No. 2021-__

Geographic Description

All that real property, situate in portions of Sections 6, 7, 8, and 17 of Township 6 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the intersection of the centerline of Grant Line Road and the easterly right-of-way line of the Southern Pacific Railroad, said point also being the most westerly corner of "Parcel A", as shown on that certain parcel map entitled "A Portion Of Lot 11, As Shown On Lower Daylor Estates Of The Rancho De Los Omochumnes 1 bm 32", filed May 12, 1978 in Book 39 of Parcel Maps, at page 30, Sacramento County records; thence from said point of beginning:

(Course 1) North 49°11' 07" East 439.55 feet along said centerline, thence

(Course 2) North 39°02'23" East 21.92 feet to the northeast line of said "Parcel A", thence continuing along said centerline

(Course 3) North 39°02'23" East 2633.92 feet to the northeast line of that Record of Survey map entitled "A Portion Of Lot 10, Lower Daylor Estate Rancho De Los Omochumnes" filed February 9th, 1955 in Book 11 of Surveys, page 11, thence leaving said centerline

(Course 4) South 50°04'37" East 3347.27 feet along said northeast line of said Record of Survey, thence leaving said northeast line

(Course 5) South 39°43'37" West 2638.53 feet to the northeast line of "Parcel D" as shown on said parcel map filed in Book 39 of Parcel Maps, at page 30, thence

(Course 6) South 49°59'32" East 1241.41 feet along said northeast line of said "Parcel D", thence leaving said northeast line of said "Parcel D"

(Course 7) South 31°02'38" West 99.35 feet, thence

(Course 8) South 41°26'03" West 119.38 feet, thence

(Course 9) South 55°08'10" West 174.28 feet, thence

(Course 10) South 42°13'28" West 122.65 feet, thence

(Course 11) South 42°55'05" West 326.01 feet, thence

(Course 12) South 47°36'02" West 206.51 feet, thence

(Course 13) South 54°22'42" West 188.22 feet to a non-tangent curve to the right, thence

(Course 14) from a radial line bearing South 66°00'48" East, along the arc of said curve, concave to the northwest, having a radius of 232.43 feet, through a central angle of 54°47'19" an arc length of 222.26' to the beginning of a reverse curve to the left, thence

(Course 15) along the arc of said reverse curve, concave to the southeast, having a radius of 62.98 feet, through a central angle of 68°29'31" an arc length of 75.29 feet to the beginning of a reverse curve to the right, thence

(Course 16) along the arc of said reverse curve, concave to the northwest, having a radius of 228.14 feet, through a central angle of 63°54'54" an arc length of 254.50 feet to the beginning of a tangent curve to the right, thence

(Course 17) along the arc of said tangent curve, concave to the north, having a radius of 581.19 feet, through a central angle of 55°59'05" an arc length of 567.89 feet to the beginning of a reverse curve to the left, thence

(Course 18) along the arc of said reverse curve, concave to the southeast, having a radius of 204.29 feet, through a central angle of 129°49'43" an arc length of 462.91 feet to the beginning of a reverse curve to the right, thence

(Course 19) along the arc of said reverse curve, concave to the northwest, having a radius of 228.19 feet, through a central angle of 108°47'39" an arc length of 433.29 feet to the beginning of a reverse curve to the left, thence

(Course 20), along the arc of said reverse curve, concave to the south, having a radius of 168.57 feet, through a central angle of 35°43'39" an arc length of 105.11 feet, thence

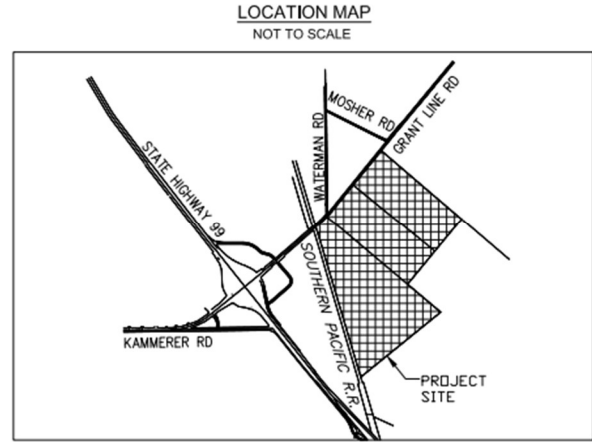
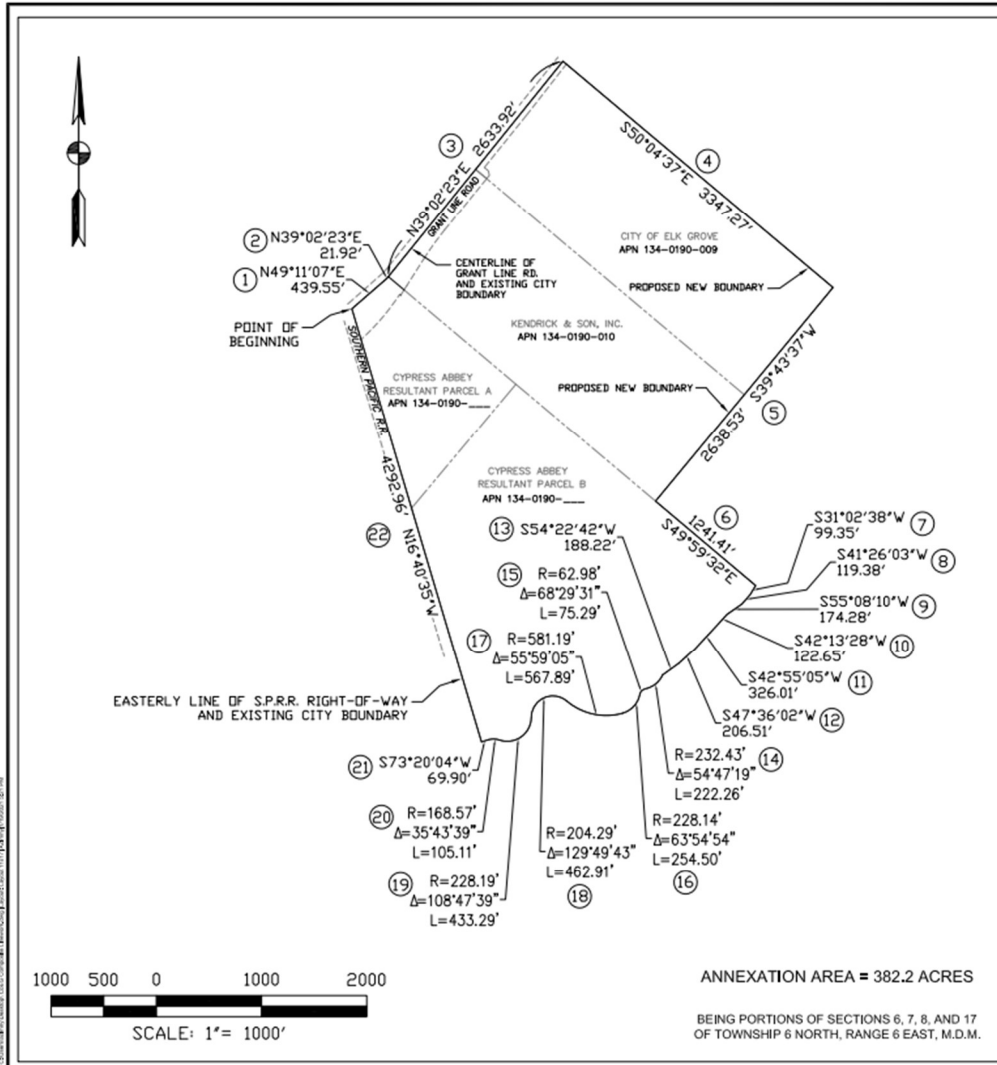
(Course 21), South 73°20'04" West 69.90 feet to said easterly right-of-way line of Southern Pacific Railroad, thence

(Course 22), North 16°40'35" West 4292.96 feet to said centerline of Grant Line Road and the POINT OF BEGINNING; containing 382.2 acres, more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described herein.

Exhibit B: Map

PROJECT NUMBER - PROJECT NAME



CITY OF ELK GROVE			
WFC004 - MULTI-SPORT COMPLEX ANNEXATION			
DRAWN BY: AZ	Scale: 1" = 1000'	DATE: 1/18/2021	SHEET 1 OF 1



CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2021-035

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 January 27, 2021 by the following vote:

AYES: **COUNCILMEMBERS:** *Singh-Allen, Nguyen, Hume, Spease, Suen*

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN: **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*



Jason Lindgren, City Clerk
City of Elk Grove, California