



Board of Directors Handbook

2022

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2022 MA Board Handbook

Table of Contents:

I. Board Member Orientation Materials

a. Board Policies

- _____ i. Roles and Responsibilities
- _____ ii. Code of Conduct
- _____ iii. Conflict of Interest
- _____ iv. 2022-2024 Strategic Plan
- _____ v. Financial Procedures
- _____ vi. Legislative Advocacy Procedure
- _____ vii. Employee Procedure (Handbook - Table of Contents)
- _____ viii. By-Laws
- _____ ix. Contract Template

b. Annual Meeting and Event Schedule

c. Board Roster & Organizational Chart

II. MA Financial Information

- a. 2022 Budget
- b. 2020 Audited Financial Statements
- c. 990 – Signature Page

III. Appendix 1: PBID Management Plan

IV. Appendix 2: Legal (Brown Act / California Public Records Act)

V. Appendix 3: Prop 218



MIDTOWN
ASSOCIATION

**THE CENTER FOR CULTURE, CREATIVITY
& VIBRANCY IN SACRAMENTO'S URBAN CORE.**

BOARD MEMBER ROLES AND RESPONSIBILITIES

Overview: Our top priority as a Board Member of the MA is to fulfill the mission of the organization and “Make Midtown the center for culture, creativity and vibrancy in Sacramento’s Urban Core.”

Specific Responsibilities

- 1) Policy and Fiscal Governance: We are trustees who act on behalf of MA’s stakeholders. Our stakeholders are our PBID property owners, their tenants and those that participate in the Midtown community. Our role as Board Members is approve and monitor the policies that govern the organization, and empower the Executive Director to lead the organization. These policies are included this in this handbook: (1) Annual work plan, (2) Financial procedures, (3) Legislative Advocacy, and (4) Human Resources. We are also responsible for reading and understanding the annual audit, financial statements, and have legal accountability for the operations of the MA. The Executive Director, in partnership with the Executive Committee, is responsible for a periodic evaluation of their performance.
- 2) Ambassadorship: We are an Ambassador for the MA and Midtown. Our role as Board Members is to read and understand the Executive Director’s weekly updates, to understand and uphold the actions taken by the Board, and then to educate our stakeholders who do not serve on the Board about the progress of the organization.
- 3) Participation and Attendance: A vacancy or vacancies on the Board shall occur in the event of the failure of a Director to attend two consecutive meetings and an affirmative vote of the remaining Directors.

- 4) Professional Behavior and Self Evaluation: We have a duty of loyalty to the MA. While differences of opinion are sure to arise, our role as Board Members is to keep disagreements impersonal and place an emphasis on what is best for the organization. We must accept decisions made on a majority basis so that board unity and confidence will be promoted. We agree to uphold the Brown Act and follow the rules contained in The Modern Rules of Order, Third Edition. We are open to self-evaluation and will regularly review our composition to ensure constituent representation.

- 5) Financial Contribution: We have a responsibility to our stakeholders to remain in good standing with our PBID assessments or to pay our annual membership dues. We should also plan to be a financial sponsor of the organization by referring sponsors, members and by supporting the Annual Gala.

BOARD MEMBER CODE OF CONDUCT

Obligation and Violation

Each Board Member has an obligation to observe and follow the roles and responsibilities of the Board and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of the Board, or violates the policies set forth by the Board including this Code of Conduct policy, the Board has the right and responsibility to correct the behavior of that individual up to and including removal from the Board.

Unacceptable Conduct

While engaged in MA activities, Board Members should not have unauthorized or illegal possession, use or sale of controlled substances; should not have unauthorized possession of weapons or firearms; should not purposefully misrepresent their intentions or interests; should not take property of the MA; should not harass, discriminate against, or retaliate against fellow Board Members, staff, volunteers, members of affiliates as defined by California and Federal protected classes; should not pursue romantic or sexual relationships with staff members unless disclosed per the Conflict of Interest Policy; and should not conduct themselves unprofessionally during meetings or events organized by the MA or attended by those affiliated with MA.

Working with Staff

Board Members should submit all feedback on employees, requests for new tasks, requests for agenda items, concerns or questions to the Executive Director. Any employment related conversations generated by either employees or Board Members must be directed back to the Executive Director.

The reason these items should flow through the Executive Director is to avoid purposefully or unintentionally giving direction to staff that may contradict other instruction provided, or may cause undue favoritism or criticism. This includes not contacting MA staff outside the Executive Director with the intention of discussing any of these items on their personal cell phones/email addresses, outside of work hours, and at social events.

The two exceptions to this policy are (1) the submission of Clean & Safe service requests which should be reported to the office and/or dispatch line as soon as possible so that MA can immediately fulfill the request, and (2) participation in one of the working committees which will lead to ongoing interaction with the Program Manager who staffs that committee. The interactions with this Program Manager should always be in an effort to fulfill the work of that committee.

The staff has a duty to inform the Executive Director of all communications with Board Members to ensure that any requests from Board Members are responded to and fulfilled. The Executive Director will apprise the Executive Committee of any significant requests outside of the annual work plan so that the work plan can either be adjusted or the request can be augmented to fit within the work plan.

BOARD MEMBER CONFLICT OF INTEREST POLICY

Purpose

The purpose of the following policy and procedures is to complement the MA's (MA) bylaws to prevent the personal interest of Board Members from interfering with the performance of their duties to MA, or result in personal financial, professional, or political gain on the part of such persons at the expense of MA.

Policy and Practices

Full disclosure, by notice in writing, shall be made by the interested parties to the full Board of Directors in all conflicts-of-interest, including but not limited to: A board member is related to another board member or staff member by blood, marriage or domestic partnership; A board member and a staff member are pursuing a romantic or sexual relationship; A board member or their organization stands to benefit from a transaction other than as part of her/his regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy; A board member's organization receives funding from the MA.

Following full disclosure of a possible conflict-of-interest or any condition listed above, the Board shall determine whether a conflict-of-interest exists and, if so the Board shall vote to authorize or reject the transaction or take any other action deemed necessary to address the conflict and protect the MA's best interests. Both votes shall be by a majority vote without counting the vote of any interested director, even if the disinterested directors are less than a quorum provided that at least one consenting director is disinterested.

Members of the Board represent businesses, properties, investments and development within Midtown. By signing this agreement, Board Members agree to govern MA for the benefit of the organization and Midtown, not for their sole interest.

A Board Member who is formally considering employment with the MA must take a temporary leave of absence until the position is filled. Such a leave will be taken within the Board Member's elected term which will not be extended because of the leave. A Board member who is formally considering employment with the MA must submit a written request for a temporary leave of absence to the Secretary of the MA Board, c/o the MA office at 1401 21st Street, Unit A, Sacramento, 95811, indicating the time period of the leave. The Secretary of the MA will inform the Chair of the Board of such a request. The Chair will bring the request to the Board for action. The request and any action taken shall be reflected in the official minutes of the MA Board meeting.

An interested Board Member shall not participate in any discussion or debate of the Board of Directors, or of any committee or subcommittee thereof in which the subject of discussion is a contract, transaction, or situation in which there may be a perceived or actual conflict-of-interest. However, they may be present to provide clarifying information in such a discussion or debate unless objected to by any present board or committee member.



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& VIBRANCY IN SACRAMENTO'S URBAN CORE.**

Strategic Plan (January 2022 – December 2024)

Executive Summary:

The mission of the Midtown Association (MA) is make Midtown the center for culture, creativity and vibrancy in Sacramento's urban core. We fulfill this mission in six key areas designed to generate specific outcomes.

It is important to recognize the values, professionalism and spirit of this plan. We focus first on valuing our stakeholders and board through excellent communication, transparency and customer service. Then we value our employees, creating a high integrity workplace focused on professional growth, excellence in community leadership, innovative and responsive programming, and safety with strong policies, procedures and project management.

Outcomes:

1. PBID Category 1: Safety, Maintenance & Streetscape
 - a. → Increase Safety: Create an inclusive, safe, well-lit, and welcoming community through education, partnerships and 11k annual hours preventative patrol.
 - b. → Decrease Homelessness: Develop a partnership pipeline with existing agencies and non-profits to successfully refer and house 300 individuals experiencing homelessness.
 - c. → Build Pride: Create and maintain clean and beautiful public spaces by responding to maintenance requests within 24 hours, providing 13k annual hours of proactive service, and installing enhanced landscaping.
2. PBID Category 2: Placemaking & Capital Improvements
 - a. → Attract Investment: Leverage 2M to attract an additional 15M in infrastructure investment, raise \$250k to invest in parks and public spaces, and complete at least 21 capital improvement projects.
 - b. → Activate the District: Increase the number of pedestrians and cyclists in parks and at natural activity centers through art, lighting, events, promotions and activities by setting a baseline of activity and increasing by 45%.
 - c. → Reduce Transportation Barriers: Creating a welcoming transportation network to get to and around Midtown by expanding sustainable transportation options available by 20% and increasing public perception of parking by 25%.
3. PBID Category 3: Advocacy, Communication & Administration
 - a. → Increased economic performance: Increase sales tax and property value while maintaining low vacancy rate and increasing occupancy rate. Specifically increase sales of SBIA, MC and AD Restaurants.
 - b. → Increased level of influence: Increase visibility for the organization.
 - c. → Prudent and transparent governance: Remain in compliance with Management Plan and earn a clean annual audit.
 - d. → Excellent Workplace: Create and maintain a high-performing workplace by investing in skill building and celebrations.
 - e. → Revenue Generation: Generate revenue to enhance and sustain operations.
4. PBID Category 4: Contingency Reserve & Non PBID Funds
 - a. → MBA's financial stability: Maintain strong reserve.
 - b. → Meet Prop 218 requirements: Generate 1M in non PBID funds over 10 years.

Category 1: Safety, Maintenance and Streetscape (Clean & Safe)

M Z1A, A Z2A, 16M (7a-9p) / M Z1B (7a-5p) / A Z2B (no service):

- Increase Safety: Create an inclusive, safe, and well-lit community through education, partnerships and 11k annual hours safety preventative patrol.
 - Inclusive – host an annual education series to increase business awareness on important DEI issues such as Pride, Pronouns, and Progress, unconscious bias training and more.
 - Safe – provide responsive and proactive property checks while maintaining notice of trespass system and concentrated patrol at “hot spots” (11k annual hours), hire off duty patrols (300 annual hours), provide proactive and responsive education and support to community including convening stakeholder groups in response to issues, distributing lock-take-hide materials/rail safety information, and establishing a venue committee to maintain a strong Entertainment Community and E-Permit process
 - Well-Lit – maintain well-lit corridors by maintaining and installing 75 alley lights and completing iconic lighting projects in public spaces

- Decrease Homelessness: Develop a partnership pipeline with existing agencies and non-profits to successfully refer and house 300 individuals experiencing homelessness.
 - Develop partnership with Department of Community Resources and outreach service providers to create a triage system that uses HMIS.
 - Implement a referral program through existing systems for clean and safe members to utilize.

- Build Pride: Create and maintain clean and beautiful public spaces by responding to maintenance requests within 24 hours, providing 13k annual hours of proactive service, and installing inspiring enhanced landscaping.
 - Maintenance services – complete dispatch calls within 24 hours and provide proactive property checks (13k annual hours) to remove graffiti/human waste/biohazards including summer Second Sunday maintenance services, remaining in compliance with storm water requirements and offering seasonally appropriate services to prevent leaf build up and storm drain overflows.
 - Scheduled services - Maintain 18 bus stops twice per week and complete all scheduled monthly power washes at high traffic areas

Category 2: Placemaking and Capital Improvements

M Z1A & B, A Z2A & B, 16M:

- Attract Investment: Leverage 2M to attract an additional 15M in infrastructure investment, raise \$250k to invest in parks and public spaces, and complete at least 21 capital improvement projects.
 - Leverage funds - Advocate for investments in infrastructure and pilot projects that support the placemaking and safety efforts with an emphasis on lighting, beautification of small landscaping and public spaces, non-car transit, and environmental design that attracts only productive loitering.
 - Complete Capital Improvements - Lead in the effort or support the investment of Paragary's Pathway, Engineering of the Stockton Blvd Streetscape project, installing 15 permanent Al Fresco Parklets, updating and renovating the Fremont Park restrooms, updating the Winn Park building with an active tenant, Alhambra Landscaping, and installing 20th street bollards.

- Activate the District: Increase the number of pedestrians and cyclists in parks and at natural activity centers through art, lighting, events, promotions and activities by setting a baseline of activity and increasing by 45%.
 - Develop comprehensive system to track and monitor activity at Midtown's 13 natural activity centers
 - Evaluate 13 activity centers for amenities available at each to include bike parking, outdoor dining, art, lighting, and obtain 90% of those amenities by 2024.
 - Increase office occupancy rate from 30% to 60%+ through in-person engagement activities such as events and pop-up programming.

- Reduce Transportation Barriers: Creating a welcoming transportation network to get to and around Midtown by expanding sustainable transportation options available by 20% and increasing positive public perception of parking availability by 25%.
 - Evaluate the sustainable transportation options
 - Revamp and launch a phase two of a transportation campaign that targets and attracts visitors to Midtown while improving perception about parking.
 - Build the network of active and alternative transportation devices within Midtown.

Category 3, Advocacy, Communications & District Administration:

District-Wide

- Increased economic performance: Increase sales tax and property value while maintaining low vacancy rate and increasing office occupancy rate.
 - Advocate for responsible urban infill projects that create additional residential density and support multi-modal transportation and measure additional square footage and residential units to add 150,000 sq. feet commercial and 650 residential units.
 - Increase sales of SBIA, MC and (future) AD Restaurants as measured by sales tax and increase valuation of commercial properties as measured by price per square foot sales.
 - Reduce barriers to entry for underrepresented populations into Midtown's desirable business climate via Street Food Sacramento and the Farmers Markets as well as through dynamic internship programs paired with DEI training for host organizations.

- Increased level of influence: Increase visibility for the organization.
 - Earn positive media coverage annually reaching an audience of no less than 50 million and equaling no less than \$10M in calculated publicity value.
 - Create a strong system to welcome new business and property owners into the organization by incorporating them into the website, newsletter and social media outreach strategy as soon as possible. In addition, create a digital toolkit that can be sent to each new business as soon as they join the district, the toolkit will include items such as a list of services, contact information, a welcome video, and an invitation to attend our quarterly new business information session.
 - Maintain a dynamic electronic presence that shares Midtown's unique and authentic brand (annual report, website, social media, e-newsletters) with an average of 3 page views per session including attracting 50k annual users to the website, maintain an annual average engagement rate for social media of 3.5%, and reach 10M annual social media impressions.

- Prudent and transparent governance: Remain in compliance with Management Plan and earn a clean annual audit.
 - Deliver a clean annual audit through transparent - financial procedures, document retention processes, contracting processes, and a high level of professionalism in support services (HR, Accounting, Legal, and Insurance).
 - Remain in compliance with all PBID and BID management plans demonstrated through clear quarterly reports to the board and monthly reports to the EC.

- Excellent Workplace: Create and maintain a high-performing workplace by investing in skill building and celebrations.
 - Maintain a safe, well branded, clean and iconic work place
 - Value employees through market rate compensation, competitive benefits, investment in employee development and connectedness, and high accountability standards.

- Revenue Generation: Generate revenue to enhance and sustain operations.
 - Generate \$400k (sponsorship), \$900k (events), and \$750k (contract services) over the course of the three year strategic plan.

Category 4 & Non PBID Funds:District Wide:

- MBA's financial stability: Maintain strong reserve.
 - Reserve goals for 2017-2026 have been achieved
- Meet Prop 218 requirements: Generate 1M in non PBID funds over 10 years.
 - Over 1M has been generated.

MA FINANCIAL PROCEDURES

Overview

The Midtown PBID Corporation dba Midtown Association (MA) and dba Midtown Business Association (MA) is a not-for profit 501c(6) organization, which operates on a Calendar Year budget and utilizes accrual-based accounting in line with Generally Accepted Accounting Principles (GAAP). MA's monthly financial statements are prepared by an External Bookkeeping Firm. MA's annual tax and audit documents are prepared by an External CPA.

Revenue: Revenue is generated through the PBID assessments, BID assessments, membership dues, fee for service, and earned revenue generated at events and cooperative programming.

Expense: The expense budget is broken into two categories: operating expenses and programming expenses. Programming expenses should follow requirements outlined in by-laws, contracts and PBID Management Plan.

Roles and Responsibilities

The City of Sacramento is responsible for providing revenue projections for assessment districts in the early Fall each year. PBID funds are disbursed in February and April with delinquencies paid in September.

The Board is responsible for approving the annual budget and work plan in the fourth quarter of each year. The Executive Committee is responsible for regular review of financials, ensuring the completion of an annual audit, and oversight of the Executive Director. The officers of the board have specific roles; an officer or signature on the annual audit contract, the President and Treasurer are responsible for providing the final approval or a first signature on all outgoing checks, the Treasurer is responsible for reviewing the Executive Director's expenses, the President and Treasurer are listed on the company bank accounts along with the Executive Director, and the CFO is responsible for compliance with the PBID Management Plan.

The Executive Director is responsible for the creation of the annual budget and work plan, for approval of all transactions, for the second signature or second to last approval on all outgoing checks, for the first signature on all contracts with the exception of the annual audit, and compliance with contracts and PBID Management Plan.

The Bookkeeper is responsible for processing all transactions in QuickBooks including invoice creation and distribution, allocating payroll expense, maintaining payroll records, processing A/P through Bill.com and recording

A/R in QuickBooks, maintaining credit card reports and reconciling expenses and payments, reviewing cash flow and generating monthly reports for the Executive Director including:

- Statement of Activities, YTD Budget vs Actual
- Statement of Financial Position / PTO Accrual Report
- Statement of Activities by Class (PBID Compliance Report)
- Monthly Transaction Detail
- Transfer requests
- Program transactions as requested
- Accounts Receivable / Accounts Payable
- Time by Program Summary (PBID Compliance Report)

The Staff is responsible for recording their time with supervisor approval to allocate their time to programs, ensuring signed agreements are on file, fulfilling contract obligations, managing their program budgets to perform on or ahead of budget, coding all transactions within that budget for the bookkeeper, requesting invoices from the Administrative Coordinator, and reviewing monthly reports to confirm accuracy.

MA Procedures for Day-to-Day Operations - How we spend money and A/P (Expenses we pay)

The authority to sign, fulfill, pay for and if needed terminate a contract is given to the Executive Director by the Executive Committee for amounts \$5,000 and over. The authority to spend funds that do not require a contract within the spirit of achieving the work plan, or funds that do require a contract for \$4,999 or less is given the Executive Director by the Board with the approval of the annual budget.

Contracts for the MA to receive services from an independent contractor will use the board approved contract template.

Any PBID and BID funds used for specific projects which require an independent contractor or consultant over \$25,000 will be put out to bid. Whenever possible, three bids will be required and the bidding period will be a minimum of 10 working days. Bids are issued using the RFP template. Bidders will get bonus points if they are either: DBE, minority owned, or woman owned. Midtown has the authority to use a sole source contract if contract requires a one of a kind product or a unique or specialty service that only reasonably be found in one source.

The Executive Director will grant spending authority to staff at the following levels without the need to seek written approval from the Executive Director. Directors/Senior Managers may spend up to \$2,499.

Managers may spend up to \$1,000, Coordinators may spend up to \$300. These expenditures may only be on a transaction to fulfill their approved work plan and budget and require the Executive Director's approval of contracts or agreements prior to spending. Receipts are required for each transaction to ensure a clean audit.

Capital purchases over \$15,000 may be depreciated and assets prior to 2020 that we purchased for less than this amount will be absorbed at the end of 2020 into the appropriate categories.

Cash is utilized on rare occasion for purchases. Up to \$500 of petty cash may be kept on hand in the office for regular use. Once a year this will increase to \$750 to accommodate Clean & Safe team purchasing uniforms. Staff must submit a receipt to the Petty Cash Manager to request reimbursement. The expense is then logged by the Petty Cash Manager. Documentation for the Petty Cash account is provided by Petty Cash Manager to Bookkeeper for quarterly reconciliation via folder on the shared drive.

Credit Cards are distributed only to select employees who are not involved in the daily management of Petty Cash, opening the mail and/or check deposit. Staff must submit coded receipts via Expensify which are forwarded to the Executive Director and then the Bookkeeper for approval and payment processing. Expense reports generated through Expensify are then submitted with the monthly credit card statement through Bill.com for approval by the Executive Director and Treasurer or President. Once approved the ED initiates a transfer from the appropriate checking accounts to the credit cards.

The Executive Director's credit card statement must be reviewed and signed by the Treasurer or President. Additional review procedures may be employed based on purchase.

Payments are issued as needed by the Bookkeeper. As vendor invoices are received, they are uploaded into Bill.com then distributed to staff for approval and coding. After coding, the Executive Director and then the Treasurer approve the expense so the Bookkeeper can send payment. If a live check is needed, upon approval, the Bookkeeper prints the checks for signature by first the President or Treasurer, then the Executive Director. Copies of all checks and supporting documents are filed by the Bookkeeper electronically.

Reimbursements for out of pocket expenses incurred by employees doing business on behalf of MA are eligible on the next reasonable payment processing date. This includes items such as parking, mileage and program purchases. Mileage is paid at the current rate determined by the IRS. Employees must submit receipts via Expensify for reimbursement. Reimbursements submitted by the Executive Director must be approved by the President or Treasurer.

MA Procedures for Day-to-Day Operations – How we process payroll

Staff shall approve and submit timesheets to their supervisor the Monday following the pay period close or their last shift preceding this date. Their supervisor shall approve including the hour allocation. The Administrative Coordinator shall review, confirming all applicable requirements for breaks, vacation, sick time and other benefits have been met per the current employee handbook. The Executive Director will then process payroll.

MA Procedures for Day-to-Day Operations - How we take in money and A/R (Revenue we generate)

Invoices are generated to request payment for all transactions with the exception of transactions that occur via Event Bright and Square at locations other than the MA office (primarily special events). Invoices are requested by staff, approved by the Executive Director, then generated by the Administrative Coordinator with supervision by the bookkeeper, then emailed to the client for payment. Invoices over 30 days are then mailed to the client.

Cash payments made to the MA are received by the Petty Cash Manager. The Petty Cash Manager is responsible for processing the payment and providing proper documentation to the Bookkeeper. These receipts are generally deposited to the bank by the petty cash manager within 24 hours or as soon as possible.

A/R payments are received by Credit Card or Check. A/R payments by credit card are processed using online invoicing by e-mail. Credit card merchant payments are processed via a third party vendor online or in person via Brown Paper Tickets Square or a similar merchant processor or in person via Square by the Petty Cash Manager, Bookkeeper or Staff. The Bookkeeper reconciles receipts and posts payments accordingly.

Checks are the most common form of payment and received by the Petty Cash Manager. Upon receipt, the receiver stamps the back of the check with 'for deposit only... MA account information' and photocopies it. The checks are then deposited twice per week by the Petty Cash Manager. Documentation is then forwarded to the bookkeeper to record in QuickBooks.

MA Procedures for Day-to-Day Operations -

Bank Accounts Online Access: The Executive Director shall act as online administrator for MA bank accounts. In this role the Executive Director may transfer funds between checking and savings, and will designate viewing privileges to the Bookkeeper, the President, and the Treasurer for monitoring purposes. The President and the Treasurer shall be noted on the account as authorized signers in addition to the Executive Director. Online access to individual credit cards is allowed for each employee who is the credit card holder and their supervisor.

Check Authorization: MA currently maintains five bank accounts. The PBID Corp Checking Account (Wells Fargo): This account processes all of this organization's accounts payables and receivables. The PBID Corp Savings Account (Wells Fargo) for operating reserve funds. The PBID Corp Reserve Account for long term reserve funds. The SBIA Checking Account (Wells Fargo) to hold all income and expense funds for SBIA. The CMRBID Checking Account to hold an income and expense funds for Midtown Central. Check signers include the Board President, Treasurer, and Executive Director.

Line of Credit: MA shall maintain a line of credit with Wells Fargo equal to one and a half payrolls. The opening line will be \$40,000 which secures this amount or unexpected legal/capital improvement fees. The Executive Director shall be the only authorized user of the line of credit but may not access the line of credit without formal authorization. Authorization comes by motion of the Executive Committee. In the rare case of an emergency in which the line of credit must be accessed prior to the next available Executive Committee, the President and Treasurer may jointly authorize the Executive Director to authorize the line of credit.

Reserve Policy: MA shall maintain a reserve in compliance with the PBID Management Plan of 0-25% of PBID budget year over year, not compounding. The purpose of these funds are to prepare for unexpected expenses each year and renewal. Beginning in 2017, MA shall create three reserve accounts.

Long Term Reserve Account 1: MA shall set aside an amount each year of no more than 20% of the PBID budget that will equal approximately \$250,000 by year ten of the PBID term. The purpose of this reserve is to prepare for renewal and unexpected expenses. These funds can only be used per the PBID Management Plan and will be placed into a "Reserve" saving account.

Operating Reserve Account 2: MA shall maintain a balance in its “Operating” savings account of approximately three months operations expenses that shall be cycled into operations the first quarter of every year to maintain cash flow against the City’s disbursement schedule.

Capital Reserve Account 3: MA shall create a “capital improvement” savings account in which non PBID funds will be placed to invest in capital items for the MA such as a building purchase.

MA Procedures for Day-to-Day Operations – Contracts

The Program Manager is responsible for updating the contract template, agree on a scope of work with the vendor, save the contract in the electronic file and then turn it over to AC to complete the file.

The AC will do the following to complete the file;

1. Confirm that the contract is on the contract sheet.
2. Confirm that the contract has been approved by the EC if over 25k.
3. Confirm that we have a BID record on file if over 5k and the first contract with this vendor was after January 1, 2017
4. If Vendor will be providing services to MA, AC will send a blank W9 Form and request the Vendor to complete and return.
5. Confirm signatures from ED and the vendor in all key areas.
6. Obtain insurance certificate from vendor, obtain proof of the insurance level outlined in the contract.
7. Remind the vendor how to submit for payment as outlined in the contract and send New Vendor Letter.
8. Save electronic copy of signed contract and proof of insurance to shared drive.
9. Project Managers to review and renew contracts in September.

MA Procedures for Day-to-Day Operations - Invoices

A/P (Expenses we pay) - MA receives invoices via mail and email. The AC will open invoices received in the mail and stamp with the date they were received. The AC will then scan and upload the invoices into Bill.com. For invoices received via email, the AC will forward the email to [accountspayable.com](mailto:accountspayable@exploremidtown.org) which automatically places the invoice into Bill.com. MA will encourage all vendors to email their invoices directly to accountspayable@exploremidtown.org where A/P processing will begin. Once the invoice is in Bill.com the AC will review, categorize, allocate, and assign approvers based on the MA Contract and Budget Sheet

MIDTOWN ASSOCIATION LEGISLATIVE ADVOCACY PROCEDURE & COMMUNICATIONS

Overview: The Midtown Association (MA) is called upon to take a position on state, county and local legislation, policy initiatives, and project applications. The board of the Midtown Association desires to adopt a policy that would enable the Executive Director to participate in the drafting, endorsing and/or opposing of legislation, policy initiatives, and/ or project applications within the following parameters.

The organization nor the Executive Director may not endorse candidates for any elected office. However, the organization may elect to offer all candidates for a specific office the opportunity to share their position and thoughts on issues that impact Midtown at either public forums or Board Meetings.

The Executive Director will prepare a report to the Executive Committee or Board before taking a position on legislation and/or policy initiatives that is knowingly in opposition to the position taken by an elected official, another central city PBID, or by the professional associations that govern the PBID industry. If the MA's position must be stated prior to the date of the next Board or Executive Committee Meeting, the MA authorizes the Board Chairperson to determine the MA's position.

The Executive Director is authorized to speak on behalf of the organization in media interviews, via letters of support and public testimony to encourage the development of the following items:

1) Business friendly, non-burdensome regulation by public agencies such as ABC, Health Department and others, with the understanding:

- (a) it is the responsibility of the business or property owner to operate responsibly to the benefit of the entire district, including maintaining reasonable relationships and communication with residents,
 - (i) if business requires a conditional use permit for cannabis related activity, a significant portion of surrounding properties and businesses must not oppose the use.
- (b) it is to the benefit of the MA to maintain strong working relationships with the heads of these departments and elected officials, and
- (c) if the perceived business interest varies from the policy direction of an elected official, it is the responsibility of the Executive Director to seek board direction before taking a formal position.

2) Planning efforts and infrastructure enhancements that:

- (a) Expand options for alternative transportation methods with the understanding that if customers and residents cannot get into or around Midtown, Midtown cannot thrive.
- (b) Make Midtown more attractive for investment by eliminating development

barriers and making Midtown competitive with other thriving areas of the City and County.

(c) Recruit and retain high performing businesses, retailers and employers.

3) Responsible urban infill projects that take into consideration:

- (a) the architecture of the surrounding neighborhood and attempt to complement these buildings, but not mimic them, with the understanding that contemporary design may not always match historic infrastructure, and that does not deter the MA from supporting innovative design,
- (b) the impact of additional traffic with design that promotes multi-modal transportation,
- (c) the need for diverse, high-quality housing,
- (d) innovative use of space and cutting edge design,
- (e) the need to attract anchor retail tenants and to generate additional employment,
- (f) the need to create amenities for new tenants, employees/employers, and residents that enhance Midtown rather than just placing a burden on current amenities (with the exclusion of parking),
- (g) environmental design that discourages sleeping in alcoves, restricts access to dumpsters and encourages only productive loitering, and
- (h) community outreach and communication with key stakeholders including property owners, public officials, nearby residents, and neighborhood associations play an important role in the outcome of successful projects,
- (i) Midtown is a diverse and vibrant community that provides a dense urban environment that balances residential development with commercial uses, restaurants and nightlife and entertainment venues.
- (j) The need to build projects that take into account the noise and liveliness of the urban core, and have tenants of new developments fully understand the effects of living in an active neighborhood and entertainment districts.

4) Safety, security and marketing initiatives that:

- (a) Enhance lighting,
- (b) Reduce nonproductive loitering and address the causes of high levels of homeless in Midtown,
- (c) Eliminate graffiti, trash and blight, and
- (d) Attract responsible visitors and patrons to Midtown

Contents

The Way We Work.....	7
A Word About This Handbook.....	7
Building for the Future.....	8
Total Quality Management	8
Equal Employment Opportunity.....	9
Pregnancy Accommodation	9
A Word About Our Employee Relations Philosophy	10
Discrimination, Harassment and Retaliation Prevention Policies	10
Policy of Non-Discrimination	10
Reporting Discrimination, Harassment and Retaliation	13
Categories of Employment.....	14
Anniversary Date.....	15
Driver's License/Driving Record.....	15
Certifications, Licensing, and Other Requirements	15
Immigration Reform and Control Act.....	16
New Employee Orientation	16
Suggestions and Ideas.....	16
Talk to Us.....	16
Recording Your Time	18
Payday	18
Paycheck Deductions.....	18
Garnishment/Child Support.....	19
Direct Deposit	19
Performance Reviews.....	19
Job Descriptions	20
Pay Advances.....	20
Overtime.....	20
Make Up Time	21
On Call.....	21

Time Away from Work and Other Benefits	22
Employee Benefits	22
Holidays	22
Vacation	22
Sick Days for Full-Time Employees	24
Sick Days for Part-time Employees	25
Wellness Benefit.....	26
Transportation	26
Jury Duty	26
Voting Leave	27
Military Leave	27
Civil Air Patrol Leave.....	27
School Visitation Leave	28
Bereavement Leave.....	28
Domestic Violence Leave	29
Victims of Felony Crime Leave.....	29
Medical, Vision, Alternative Care, Prescriptions & Dental Insurance	29
AFLAC – Short Term Disability Insurance, Accident Insurance, Cancer Insurance and Critical Care Insurance	30
Life Insurance.....	30
Pet Insurance.....	30
Section 125 Plans.....	30
Anniversary Donation	31
Hiring Incentive.....	31
Refreshments	31
Disability Leave	31
State Disability Insurance	32
Family Leave Insurance	32
Pregnancy Disability Leave and Pregnancy Accommodation	33
Social Security	35
Unemployment Insurance	35

Workers' Compensation.....	36
401(k) Qualified Retirement Plan.....	36
Uniforms.....	36
Hepatitis A & B Vaccinations.....	37
On the Job	38
Conduct at Customer's Location.....	38
Confidentiality of Customers Matters	38
Discussions with Customers.....	39
Conduct with Board Members	39
Care of Customer Records.....	39
Wage Disclosure Protection.....	39
Use of Customer Telephones.....	40
Attendance and Punctuality.....	40
Flextime	40
Meal Periods	41
Rest and Recovery Periods.....	42
Lactation Accommodation	42
On the Job Training.....	42
Clean Up.....	43
Standards of Conduct.....	43
Access to Personnel Files.....	44
Customer and Public Relations.....	45
Distribution	45
Changes in Personal Data	46
Care of Company Equipment & Supplies.....	46
Company Vehicles.....	46
Travel/Expense Accounts	47
Personal Property.....	47
Visitors.....	47
Personal Telephone Calls	48
Acceptable Use of Electronic Communications	48

Devices and Communication	50
Social Media	51
Security of Electronic Devices	52
Dress Policy	53
Personal Hygiene	54
Recycling and Waste Prevention	54
Protecting Company Information	54
Conflict of Interest/Code of Ethics	54
Parking	55
Bulletin Board	56
Lunch Room	56
Cellular Telephones and Tablets	56
Bring Your Own Device	57
Contact with the Media	57
Office Supplies	57
If You Must Leave Us	58
Safety In The Workplace	59
Each Employee's Responsibility	59
Workplace Violence	59
Workplace Searches	60
Hazard Communication	60
No Weapons in the Workplace	61
Substance Abuse	61

First Amended Bylaws of
Midtown Sacramento PBID Corporation
A California Nonprofit Mutual Benefit Corporation

ARTICLE I
NAME AND PRINCIPAL OFFICE

The name of the Corporation is Midtown Sacramento PBID Corporation ("Corporation"). The Corporation is organized under the California Nonprofit Mutual Benefit Corporation Law. The principal office for the transaction of the affairs and activities of this Corporation shall be located in the City of Sacramento. The Board of Directors may change the location of the principal office.

ARTICLE II
PURPOSE

The purpose of this Corporation shall be to promote the common business interest of Midtown Sacramento business and property owners by improving business conditions in the Midtown Sacramento area through the development and operation of the Midtown Property and Business Improvement District (the District) and other programs and initiatives.

ARTICLE III
LIMITATIONS

Section I: Assets. This Corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits or dividends of its members and is organized solely for nonprofit purposes. No part of the profits or net income of this Corporation shall ever inure to the benefit of any Director, officer or member thereof, or to any individual. Upon the dissolution or winding up of the Corporation, after payment of, or provision for payment of, all debts and liabilities of this Corporation, the remaining assets shall be distributed to a nonprofit fund, foundation or Corporation which has been formed to provide benefits or services for Midtown Sacramento and which has established its tax exempt status under §501(c) of the Internal Revenue Code. If no such Corporation as described above is in existence at the time of dissolution, then the remaining assets shall be distributed to



a nonprofit fund, foundation or Corporation, which has established its tax-exempt status under §501(c) of the Internal Revenue Code.

Section 2: Construction. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE IV

MEMBERS

Section 1: Definitions. This Corporation shall have no members within the meaning of the California Nonprofit Corporation Law, pursuant to Corporation Code §7332(a). As used herein, the term members shall refer to Directors.

Section 2: Non-Voting Members. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of non-voting members; the class or classes shall have such rights and obligations as the Board finds appropriate.

ARTICLE V

DIRECTORS

Section 1: Number. The Corporation shall have no less than fifteen (15) and no more than twenty-seven (27) Directors. The exact number of Directors shall be set annually by resolution of the Board. Each Director shall have one vote. A reduction in the number of Directors shall not result in removal of any Director before his or her term of office expires.

Section 2: Tenure. Each Director of the Corporation shall serve for a term of two (2) years. Terms shall be staggered so that approximately one-half of the Board is elected each year.

Section 3: Criteria. The majority of the Board will be comprised of property owners, or the authorized representatives of property owners, paying the District assessment. The Board will include representatives

from small, medium, and large District assesses. Small, medium, and large refers to the amount of assessment paid by each Director and shall be further defined by the Board. The five property owners paying the largest District assessments ("Large Owners") shall have permanent seats that shall be assigned for the duration of a two-year term to one representative of that Large Owner who must fulfill the same obligations as the balance of the board. Near the end of the two-year term, the Large Owners will receive notice of a two-week period in which they must designate their Directors for the next two-year term. If any of the five fail to designate a Director representative within the allotted two-week period, that seat shall become an at-large seat and be filled by the nominations committee. Once the property owner majority requirement is fulfilled, additional Directors may be those that operate a business in Midtown, live in Midtown, or represent a key partner or initiative as identified by the Board.

Section 4: Annual Election. Election of Directors shall take place at the annual meeting of the Corporation. An ad hoc nominations committee shall be formed to implement the election, which shall meet the following requirements:

- A. "A notice of upcoming elections shall be sent to all District property owners. The deadline for submitting applications (self nominations) for Board membership shall be no less than two weeks following the date of distribution. Application forms shall be available for download on the Corporation's website throughout such two week period."
- B. The nominations committee shall review and confirm eligibility of all nominees.
- C. The nominations committee may make additional nominations.
- D. The nominations committee shall present a slate of eligible candidates to the Board, which shall vote on the candidates. For each position the eligible candidate(s) receiving the most votes shall be elected.

Section 5: Powers. Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation law, the provisions of the District Management District Plan, and any other applicable laws, and subject to any limitations of the Articles of Incorporation and these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised by, or under the direction of, the Board.

Section 6: Specific Powers. Without prejudice to the general powers set forth in Article V, Section 5 of these Bylaws, but subject to the same limitations, the Board shall have the power to do the following:

- A. Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the Articles of Incorporation, and these Bylaws; fix their compensation; and require from them security for faithful service.
- B. Change the principal office or the principal business office in the City of Sacramento from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in the County of Sacramento for holding any meeting of members.
- C. Borrow money and incur indebtedness on the Corporation's behalf and cause to be Executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidence of debt and securities.
- D. Audit the corporation's financial records.

Section 7: Occurrence of Vacancies. A vacancy or vacancies on the Board shall occur in the event of:

- A. The death, removal or resignation of any Director; or
- B. The declaration by resolution of the Board of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty arising under Corporations Code §7238, the District Management District Plan, or other applicable laws; or
- C. An increase in the authorized number of Directors; or
- D. A Board member no longer meeting the criteria in Section 3 above; or
- E. The failure of a Director to attend two consecutive meetings and an affirmative vote of the remaining Directors; or

- F. The failure of an election to elect the number of Directors required to be elected in that election.

Section 8: Filling Vacancies. Vacancies on the Board may be filled by approval of the Board, or if the number of Directors then in office is less than a quorum, by either:

- A The affirmative vote of a majority of Directors then in office at a meeting held according to the notice provisions of these Bylaws and the Ralph M. Brown Act; or
- B. A sole remaining Director.

Section 9: Resignation of Directors. Any Director may resign by giving written notice to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Directors' resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Section 10: Removal of Directors. Any Director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal question are given as provided in Article VI.

Section 11: Compensation and Reimbursement. Directors shall serve as volunteers and shall not be compensated. Directors may be reimbursed for expenses, as the Board may establish by resolution to be just and reasonable to the Corporation at the time that the resolution is adopted.

ARTICLE VI MEETINGS

Section 1: Annual Meeting. The annual meeting of the Corporation shall be held at such time in the fourth quarter of each year as the Board may fix from time to time. At the annual meeting, Directors and Officers shall be elected and other business may be transacted, subject to the provisions of these Bylaws. Notice of the annual meeting shall be posted at least seventy-two hours prior to the meeting in a publicly accessible location and on the Corporation's website, if any, in accordance with the requirements of the Ralph M. Brown Act.

Each notice shall state the general business to be transacted, and the day, time and place of the meeting.

Section 2: Board of Directors Regular Meetings. The Board shall strive to meet monthly, but not less than quarterly, on dates agreed upon by the Board. Notice of regular meetings shall be posted at least seventy-two hours prior to the meeting in a publicly accessible location and on the Corporation's website, if any, in accordance with the requirements of the Ralph M. Brown Act. Each such notice shall state the general business to be transacted, and the day, time and place of the meeting. Business may be transacted at any regular meeting of the Board in accordance with the requirements of the Ralph M. Brown Act.

Section 3: Board of Directors Special Meetings. Special meetings of the Board may be called by the President or any three Directors. Notice of special meetings shall be given to each Director stating the time, place, and business to be discussed at least twenty-four hours before the time of the meeting specified in the notice. Notice shall be delivered to the Board personally or by any other means pursuant to Government Code §54956. Notice shall also be posted at least twenty-four hours prior to the meeting in a publicly accessible location and on the Corporation's website, if any, in accordance with the requirements of the Ralph M. Brown Act.

Section 4: Notice of Meetings. Notice of all meetings will be given in accordance with the provisions of the Ralph M. Brown Act, Government Code §54950 et. seq. The noticing provisions in these Bylaws shall be subject to any amendments of the Ralph M. Brown Act.

Section 5: Place of Meetings. All meetings of the Corporation shall be held at such location in the District as may be determined by the Board.

Section 6: Telephonic Appearance. Teleconferencing, as authorized by §54953 of the Ralph M. Brown Act may be used for all purposes in connection with meetings. All votes taken during a teleconferenced meeting shall be by roll call. If teleconferencing is used, the Board shall post the agenda at all teleconference locations and conduct teleconference meetings in a manner that

protects the statutory and constitutional rights of the parties or the public appearing before the Board. Each teleconference location shall be identified in the notice and agenda of the meeting, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the Board shall participate from locations within the boundaries of the District. The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to §54954.3 at each teleconference location.

Section 7: Quorum. At any meeting of the Board, a majority of the members of the Board then in office shall constitute a quorum. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Mutual Benefit Corporation Law. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. There shall be no voting by proxies or voting by absentia.

ARTICLE VII

OFFICERS

Section 1: Offices Held. The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may from time to time designate. The offices of President and Vice President shall be held by property owners paying the District assessment. All officers shall be members in good standing of the Board. Any number of offices may be held by the same person.

Section 2: Election of Officers. The officers of this Corporation shall be chosen annually by the Board and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 3: Term. All officers shall be elected for a term of one year or until their successors are elected and qualified.

Section 4: Removal of Officers. Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause.

Section 5: Resignation of Officers. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6: Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed by these Bylaws for normal appointments to that office. However, vacancies need not be filled on an annual basis.

Section 7: Responsibilities of President. The President shall preside at all meetings and have such other powers and duties as the Board or these Bylaws may require.

Section 8: Responsibilities of Vice President. The Vice President shall assume the duties of the President in his or her absence, and shall have such other powers and duties as the Board or these Bylaws may require.

Section 9: Responsibilities of Secretary. The Secretary of the Corporation shall have the following responsibilities:

- A. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of any members' meetings. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and if special, how authorized; the notice given; the names of persons present at Board and committee meetings; and the number of members present or represented at members' meetings.
- B. The Secretary shall keep or cause to be kept, at the Corporation's principal office, a copy of the Articles of Incorporation and Bylaws, as amended to date.

- C. The Secretary shall keep or cause to be kept, at the Corporation's principal office or at a place determined by resolution of the Board, a record of the Corporation's members, showing each member's name, address, business represented, and class of membership.
- D. The Secretary shall give, or cause to be given, notice of all meetings that these Bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may require.
- E. The Secretary shall maintain, or cause to be maintained, the Corporation's records in accordance with the requirements of the California Public Records Act, Government Code §6250 et seq.

Section 10: Responsibilities of Treasurer. The Treasurer of the Corporation shall have the following responsibilities:

- A. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, by the District's Management District Plan, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.
- B. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; shall disburse the Corporation's funds as the Board may order; shall render to the President and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and have such other powers and perform such other duties as the Board or these Bylaws may require.

Section 11: Contracts with Directors. A mere common Directorship does not constitute a material financial interest within the meaning of this Section. No contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any domestic or foreign corporation, firm or association in which one or more of the

Corporation's Directors has a material financial interest, is either void or voidable because such Director or Directors or such other corporation, business corporation, firm or association are parties or because such Director or Directors are present at the meeting of the Board or a Committee thereof which authorizes, approves or ratifies the contract or transaction if:

- A. The material facts as to the transaction and as to such Director's interest are fully disclosed or known to the members and such contract or transaction is approved by the members in good faith, with any membership owned by any interested Director not being entitled to vote thereon;
- B. The material facts as to the transaction and as to such Director's interest are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the interested Director or Directors and the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified; or
- C. As to contracts or transactions not approved as provided in A or B above, the person asserting the validity of the contract or transaction sustains the burden of proving that the contract or transaction was just and reasonable as to the Corporation at the time it was authorized, approved, or ratified.

Section 12: Loans. The Corporation shall not loan any money or property to, or guarantee the obligation of, any Director or officer of the Corporation. The Corporation may advance money to a Director or officer for reasonable business expenses, provided that the Director or officer is entitled to reimbursement.

ARTICLE VIII COMMITTEES

Section 1: Establishment. The Board, by resolution adopted by a majority of the Directors then in office, may create one or more committees, each consisting of two or more Directors, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate members of such committee, who may replace any absent member at any meeting. Any such committee comprised entirely of Directors shall have all the authority of the Board, to the extent provided in the Board resolution, except that no committee may do the following:

- A. Fill vacancies on the Board or any committee of the Board;
- B. Fix compensation of the Directors for serving on the Board or any committee;
- C. Amend or repeal Bylaws or adopt new Bylaws;
- D. Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable;
- E. Create any other committees of the Board or appoint the members of committees of the Board; or
- F. Expend corporate funds to support a nominee for Director if more people have been nominated for Director than can be elected; or
- G. With respect to any assets held in charitable trust, approve any contract or transaction between this Corporation and one or more of its Directors or between this Corporation and an entity in which one or more of its Directors have a material financial interest, subject to the approval provisions of Corporations Code §5233(d)(3).

Section 2: Meetings and Actions of Committees. Meetings and actions of committees shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings and other Board actions, except that the time for general meetings of committees and calling of special meetings of committees may be set either by Board resolution, or if none, by resolution of the committee. Notice of committee meetings will be given in accordance with the provisions of the Ralph M. Brown Act. Minutes of each meeting shall be kept and shall be filed with the corporate records, and in accordance with the provisions of the California Public Records Act. The Board may adopt rules for governance of any committee as long as the rules are consistent with these Bylaws. If the Board has not adopted rules, the committee may do so.

Section 3: Executive Committee. The Board will appoint no less than seven (7) and no more than nine (9) Directors to serve as the executive committee of the Board. The four officers and the immediate past president shall be members; the remaining two to four members shall be directors at large. A majority of the members of the executive committee shall be comprised of property owners, or the authorized representatives of property owners, paying the District assessment. The executive committee, unless limited by a resolution of the Board, shall have

and may exercise all the authority of the board in the management of the business and affairs of the corporation between meetings of the Board; provided, however, that the executive committee shall not have the authority of the Board in reference to those matters enumerated in Section I above. All actions of the executive committee shall be reported to and ratified by the full board at the next duly scheduled Board meeting.

Section 4: Advisory Committees. The Board may establish one or more advisory committees. The members of any advisory committee may consist of directors or non-directors. Advisory committees may not exercise the authority of the Board to make decisions on behalf of the corporation, but shall be limited to making recommendations to the Board or the Board's authorized representatives and to implementing Board decisions and policies. Advisory committees shall be subject to the supervision and control of the Board.

ARTICLE IX INDEMNIFICATION AND INSURANCE

Section I: Indemnification.

- A. To the fullest extent permitted by law, this Corporation shall indemnify its Directors and officers, and may indemnify employees and other persons described in the Corporations Code, including persons formerly occupying such positions, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in the Corporations Code, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in the Corporations Code. "Expenses," as used in these Bylaws, shall have the same meaning as in the Corporations Code.
- B. On written request to the Board by any person seeking indemnification under the Corporations Code, the Board shall promptly decide under that code whether the applicable standard of conduct set forth has been met, and if so the Board shall authorize indemnification.
- C. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification

under these Bylaws in defending any proceeding covered by these Bylaws shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the Corporation for those expenses.

Section 2: Insurance. This Corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

ARTICLE X RECORDS

Section 1: Maintenance. This Corporation shall keep all of the following records, either in written form or in any other form capable of being converted into clearly legible tangible form or in any combination of the two:

- A. Adequate and correct books and records of account;
- B. Minutes of the proceedings of its members, Board and committees; and
- C. A record of each member's name, address, and class of membership, if any

Section 2: Inspection by Directors. Every Director shall have the absolute right, at any reasonable time, to inspect the Corporation's books, records, and documents of every kind, and to inspect the physical properties of the Corporation. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of books, records, and documents of every kind.

Section 3: Articles and Bylaws. This Corporation shall keep, at its principal office, the original or a copy of the Articles of Incorporation and Bylaws, as amended to the current date that shall be open to inspection at all reasonable times during office hours.

Section 4: Annual Reports. The Secretary of the Corporation shall prepare and submit, or cause to be prepared and submitted, the following annual reports. The Secretary shall keep,

or cause to be kept, copies of all annual reports with the Corporation's records. The two reports may be combined into one all-inclusive document.

- A. District Annual Report. The District annual report will be prepared and submitted in accordance with the provisions of Streets and Highways Code §36650 and the District Management District Plan.
- B. Corporation Annual Report. The Corporation annual report shall be prepared within 120 days after the end of the Corporation's fiscal year. This section shall not apply if the Corporation receives less than \$10,000 in gross revenues or receipts during the fiscal year. The report shall contain the following information in appropriate detail:
 1. A balance sheet as of the end of the fiscal year, an income statement, and statement of cashflows for the fiscal year, accompanied by an independent accountant's report, or if none, by the certificate of an authorized officer of the Corporation that they were prepared without audit from the Corporation's books and records;
 2. A statement of the place where the names and addresses of current members are located; and
 3. Any other information required by these Bylaws or the Board.

Section 5: Annual Statement. As part of the annual report to all members, or as a separate document if no annual report is issued, the Corporation shall annually prepare and mail, deliver or send by electronic transmission to its Directors a statement of any transaction or indemnification of the kinds in subparagraph B below within 120 days after the end of the Corporation's fiscal year.

- A. The statement shall include:
 1. A brief description of the transaction;
 2. The names of interested persons involved and their relationship to the Corporation;
 3. The nature of interested persons in the transaction;
 4. The amount of the interested persons' interest, except that in a partnership in which such person is a partner, only the partnership interest need be stated.
- B. Transactions included in the statement shall be those transactions:
 1. To which the Corporation or its subsidiary was a party;
 2. Which involved more than \$50,000 or was one of a number of such transactions with the same person involving, in the aggregate, more than

\$50,000; and

3. In which either of the following interested persons had a direct or indirect material financial interest (a mere common Directorship is not a material financial interest):
 - a. Any Director or officer of the Corporation;
 - b. Any holder of more than 10 percent of the voting power of the Corporation.

ARTICLE XI

OPERATIONS AND ADMINISTRATION

Section 1: Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 of each year.

Section 2: Funds. All funds of the Corporation shall be deposited in such banks, trust companies, or other reliable depositories as the Board from time to time may determine. All checks, drafts, endorsements, notes and evidence of indebtedness of the Corporation shall be signed by such officers or agents of the Corporation and in such manner as the Board may determine from time to time. Endorsements for deposits to the credit of the Corporation shall be made in such manner as the Board may determine from time to time.

Section 3: Contracts. The President or any other officer or agent specifically authorized by the Board may, in the name of and on behalf of the Corporation, enter into those contracts or execute and deliver those instruments that are specifically authorized by the Board. Without the express and specific authorization of the Board, no officer or agent may enter into any contract or execution or deliver any instrument in the name of or on behalf of the Corporation.

Section 3: Brown Act Compliance. To the extent that Streets and Highways Code §36614.5 shall require the Corporation to be subject to the open meeting requirements of the Ralph M. Brown Act, then the Board will comply with the provisions of Government Code §54950 through and including §54961. To the extent that any provisions of these Bylaws are

inconsistent with the Ralph M. Brown Act, the provisions of said Act shall prevail. In the event the Corporation does not meet the requirements of Streets and Highways Code §36614.5, then the Board will not endeavor to meet the requirements of the Brown Act.

Section 4: Chief Financial Officer: The Board may designate a Director to serve as the Chief Financial Officer. The CFO shall not be considered an officer position. The CFO shall be charged with ensuring compliance with the District's Management District Plan and Annual Budget as submitted to the City Council in the District annual report.

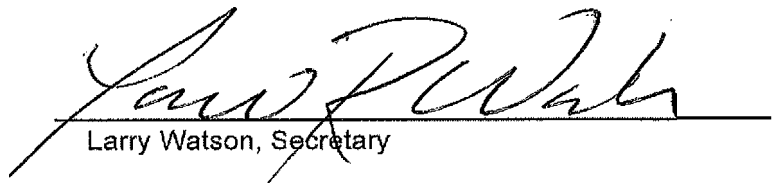
ARTICLE XII AMENDMENT

Except as otherwise provided herein, and subject to the power of Directors to amend or repeal the Bylaws, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by an affirmative vote of a majority of the Directors present at any regular or special meeting, a quorum being assembled, provided that written notice of such meeting, setting forth in detail the proposed revision(s) and explanation(s) therefore, be given not less than 7 days prior to such meeting.

CERTIFICATE OF SECRETARY

I, certify as follows:

1. I am the duly elected and acting Secretary of Midtown Sacramento PBID Corporation, a California Nonprofit Mutual Benefit Corporation;
2. That these Bylaws, consisting of 12 pages, inclusive, are the Amended Bylaws of the Corporation as adopted by the Board of Directors on January 23rd, 2019;
3. That these Bylaws have not been further amended or modified since that date.


 Larry Watson, Secretary

SERVICE AGREEMENT

This contract ("Agreement") is made and entered into this ____ day of ____, 2022 ("Effective Date"), by and between MIDTOWN SACRAMENTO PBID Corporation dba the MIDTOWN BUSINESS ASSOCIATION or dba MIDTOWN ASSOCIATION, a California corporation ("MA") and ____ (select from sole proprietor, LLC, Corporation, Partnership, S Corporation) ____, (type) Contractor ("Contractor").

1. **Services Provided by Contractor.** Contractor shall provide MA with services as specified in the Statement of Work attached hereto as Exhibit A and as specified in any subsequent mutually agreed written Statements of Work (each, a "SOW"), which specifically incorporate this Agreement (the "Services"). Any subsequent SOWs will be sequentially numbered by the addition of a number after the exhibit letter; for example: A-1, A-2, A-3. No proposed changes to the scope of Services, or the pricing or cost thereof shall be effective unless in writing, signed by both parties. Contractor acknowledges and agrees that (i) it has represented to MA that Contractor has the necessary expertise to perform the Services, and the necessary skill, means of performance and financial resources for the successful completion of the Services, as set forth in the SOW, and (ii) MA is relying on such representations in entering into this Agreement.

2. **Term.** This Agreement will commence on the Effective Date, and will terminate on December, 31, 2022, unless sooner terminated or cancelled, as set forth below.

3. **Fees, Expense Reimbursements and Method of Payment.** Fees for the Services shall be in the amount and payable as described in the SOW. In all instances, no fees shall be payable absent receipt and approval by MA of a written invoice, detailing the charges and Services performed in such detail, and with such specificity as may be reasonably required by MA. Invoices will be due and payable thirty (30) days from such approval.

No expenses that are not specifically referenced in a SOW shall be reimbursable unless approved in advance in writing by MA. Contractor shall submit invoices for such expenses, once incurred, which invoices shall be approved and paid in the manner and time described above.

4. **Cancellation for Breach.** If either party to this Agreement fails to substantially perform its obligations in accordance with this Agreement, the other party may send the breaching party a written notice specifying the basis of the breach and an opportunity to cure within a reasonable time period of at least thirty (30) days. If the breaching party fails to cure within the period specified, the other party may cancel the Agreement by written notice for breach as of the date specified in that notice.



If it is subsequently determined that the breaching party did substantially perform its obligations in accordance with this Agreement, then the party that cancelled the Agreement for breach will be deemed to have terminated this Agreement for its convenience in whole.

5. **Termination for Convenience.** Either party to this Agreement may terminate this Agreement for its convenience in whole or in part at any time upon thirty (30) days advance written notice to the other party specifying the effective date of termination.

6. **Standard of Care.** Contractor represents that the Services to be performed by Contractor under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by, or under the direction of members of, Contractor's profession or field currently practicing or operating in the same locality under similar conditions.

7. **Indemnification.** Contractor shall defend (with counsel reasonably acceptable to MA), indemnify and hold harmless MA and MA's directors, officers, managers, employees, owners, affiliates, representatives, agents, consultants, contractors, suppliers, licensors, successors and assigns (collectively, "MA Indemnified Parties"), from and against any and all damages, costs, expenses or liability of any kind that may be asserted against, imposed upon and/or incurred by any MA Indemnified Parties to the extent arising out of, based on or resulting from the Services or Contractor's performance under this Agreement. Contractor shall not settle any such claim against any MA Indemnified Parties unless such settlement completely and forever releases such MA Indemnified Party from any liability with respect thereto or unless such MA Indemnified Party provides its/their prior written consent to such settlement. The foregoing right to indemnity will be in addition to, and not exclusive of, any other legal, equitable or statutory right(s) of indemnification to which a party may be entitled, and will not be invalidated due to the expiration, termination, or cancellation of this Agreement.

8. **Insurance.** Contractor, at its sole cost and expense and for the full term of this Agreement or any renewal thereof, must obtain and maintain all of the following minimum insurance and endorsement requirements prior to commencing any work and or receiving payments under this Agreement:

"I certify that I have reviewed and am able to meet the insurance coverage requirements described in subitems A through F below." _____ (The corporation initials)

- A. **Commercial General Liability:** Commercial-general-liability insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one



million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- B. **Commercial Business Auto:** Automobile-liability insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of The Corporation. No automobile liability insurance shall be required if the contractor completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." (The Corporation initials.)

- C. **A Workers' Compensation and Employers' Liability** policy written in accordance with the laws of the State of California and providing statutorily required coverage for any and all of Contractor's employees.
- D. **Endorsements:** The following endorsements are required to be added to the specified policies below:
- (1) Midtown Sacramento PBID Corporation, its employees, officers, agents and Contractors must be added as additional insureds on the General Liability policy.
 - (2) The requested policies must all be considered primary insurance with respect to any other valid and collectible insurance MA may possess, including any self-insured retention MA may have, and any other insurance MA possesses will be considered excess or secondary insurance only.
 - (3) Contractor's insurer must agree to waive the right of subrogation against MA for the following policies:
 - a. Worker's Compensation
 - b. General liability
- E. **Special Provisions:**
- (1) Insurance must be placed with insurers with a current A.M. Best rating of no less than A-, VII.
 - (2) Any deductibles or self-insured retentions must be declared and approved in writing by MA for all policies. MA may require the Contractor to purchase coverage with a lower deductible or



retention, or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention or deductible.

- (3) Contractor is solely responsible for payment of all deductibles and self-insured retentions.
 - (4) The limits specified above are minimum limits that must be maintained by the Contractor. If the Contractor maintains higher limits, MA requires and is entitled to the higher limits maintained by the Contractor.
 - (5) If any of the required policies provide coverage on a claims-made basis, such insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of work under the Contract*.
 - (6) Each policy shall provide that thirty (30) days written notice must be given to MA prior to any change in coverage or cancellation of policy. All such notices must be sent to the address below.
 - (7) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of the insurance by MA, or their insurance consultant(s), are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
 - (8) MA reserves the right to withhold payment to Contractor in the event of material noncompliance with the insurance requirements outlined above.
- F. **Proof of Coverage:** All required endorsements must be attached to the certificate of insurance, which must be provided by Contractor's insurance company and or broker as evidence of the stipulated coverages, then mailed and or emailed to:

Midtown Sacramento PBID Corporation dba Midtown Association
 Attn: Emily Baime Michaels
 1401 21st Street, Unit A
 Sacramento, CA 95811
emily@exploremidtown.org

9. **Subcontractors.** Contractor shall not use or employ subcontractors to perform any of the Services unless approved in advance in writing by MA. To the extent that approved subcontractors are utilized to perform any of the obligations under this Agreement,



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Contractor shall insure that each subcontractor is bound in writing by and adheres to all provisions of this Agreement, including, without limitation, the indemnity, insurance and confidentiality provisions herein.

10. **Confidential Information.** Contractor acknowledges that it may have access to MA's confidential information. "Confidential Information" means any information that is disclosed by MA to Contractor, which, at the time it is disclosed, in any form, is identified or designated by MA as "confidential or proprietary" or reasonably should be known by Contractor to be proprietary or confidential information of MA. Confidential Information includes, but is not limited to, information related to the business and affairs of MA, including without limitation, research, development, products, trade secrets, business plans, customers, finances and personnel data, this Agreement (including the terms, conditions and pricing contained herein), and any information generated in the performance of Services under this Agreement.

Contractor shall protect MA's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Contractor utilizes for its own information which it does not wish disclosed to the public. Contractor shall not, either during the term of this Agreement or for a period of five (5) years thereafter, use or disclose the Confidential Information without the prior written consent of MA except: (a) as specifically permitted in this Agreement; or (b) for the purpose of performing its obligations or enforcing its rights under this Agreement, provided that such disclosures are made only to those employees, consultants, contractors, professional advisors or third party service providers with a direct business need to know and who have agreed in writing to confidentiality provisions that provide MA with at least as much protection as those contained herein. Notwithstanding the foregoing, if Contractor is required to disclose Confidential Information pursuant to a requirement of applicable law, Contractor shall provide MA with prompt written notice of any such requirement sufficient to permit MA to seek and obtain appropriate protective orders prior to such disclosure by Contractor.

11. **Modification.** No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by all parties hereto.

12. **Third Parties.** Each party will be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement and for those third-party contracts must (i) pay directly to the third party for all amounts owed, and (ii) indemnify, defend and hold harmless the other party from any amounts owed to that third party. Nothing set forth in this Agreement will establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.



13. **Workers Compensation.** Neither party to this Agreement is responsible for providing payments or benefits to the other parties' employees, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

14. **Relationship Between the Parties.** Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether express or implied, of joint power, joint venture, partnership, principal-agent, or master-servant. No Contractor employees or Contractor subcontractors performing work under this Agreement will be considered an employee of MA. MA will have no obligation to pay wage claims made against the Contractor or MA by Contractor employees or contractors performing work under this Agreement. This Agreement does not grant either party the power or authority to bind the other party in any respect.

15. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications will be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, or its address from time to time by giving notice to the other parties in accordance with the procedures set forth in this Section.

MA: Midtown Association
Attn: Emily Baime Michaels
1401 21st Street, Unit A
Sacramento CA 95811
Phone: 916-442-1500
Email: Emily@exploremidtown.org

Contractor: Company
Name
Address
City, State Zipcode
Phone
Email

16. **Governing Law.** The laws of the State of California will govern the interpretation and enforcement of this Agreement. The parties will submit any disputes arising under this Agreement to a court of competent jurisdiction located in Sacramento, California and



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the parties hereby submit to the jurisdiction of such court and waive any venue objections thereto.

17. **Attorney's Fees.** If any action or proceeding is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorney's fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled.

18. **Severability.** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement will remain in effect.

19. **Ambiguities.** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

20. **Survival.** The parties agree that their respective rights, duties, and obligations under any provision of this Agreement which by its terms imposes an obligation on MA and Contractor that is continuing in nature will survive the expiration, cancellation or termination of this Agreement to the extent that such obligation remains unperformed as of the expiration or termination of this Agreement.

21. **Integration.** This Agreement along with all attachments and exhibits attached hereto embodies the entire agreement between the parties with respect to the subject matter hereunder and no other understanding, whether verbal, written or otherwise, exists between the parties.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which are deemed to be an original, but all of which together constitute but one and the same instrument.

23. **Authority to Bind.** Each of the signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts or consents are required to bind such party to this Agreement.

24. **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.



IN WITNESS WHEREOF, the parties entered into this Agreement on the day and year first hereinabove appearing.

MA:
MIDTOWN ASSOCIATION

Contractor:

By:
Its:

By:
Its:

EXHIBIT A - STATEMENT OF WORK –

Scope:

Term:

Payment:

ED Initials _____

Contractor's Initial _____



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2022 Meeting & Event Schedules

BOARD MEETINGS: Board Meetings are held four times per year on the fourth Wednesday of the month from 8:30 – 10:00 am. Breakfast is provided for committee members and guests.

- January 26
- April 27
- July 27
- October 26 3:30-5:00 PM

EXECUTIVE COMMITTEE MEETINGS: Executive Committee Meetings are held ten times per year on the second Friday of the month from 12:00 – 1:30 pm. Lunch is provided for committee members and guests.

- January 14
- February 11
- April 08
- May 13
- June 10
- July 08
- September 09
- October 14
- November 10

ALHAMBRA COMMITTEE MEETINGS:
Meets from 9:00-10:00 am

- March 24
- June 23
- September 22

SUTTER BUSINESS IMPROVEMENT DISTRICT:

Meets from 3:00 – 4:00 pm

- February 16
- March 23
- June 22
- September 21

MIDTOWN CENTRAL BUSINESS IMPROVEMENT DISTRICT:

Meets from 1:00 – 2:00 pm

- February 8
- March 16
- June 15
- September 14

MIDTOWN COMMITTEE MEETINGS:

Meets from 9:00 - 10:30 am

- March 16
- June 22
- September 14

16M COMMITTEE:

Meets from 3:00 - 4:00 pm

- March 17
- June 16
- September 15

MIDTOWN PARKS BOARD OF DIRECTORS:

Meets from 12:30 - 1:30 pm

- February 12
- June 11
- October 20 3:00 - 3:30 pm

SPECIAL EVENTS: In addition to these events, mixers, clean-ups and celebrations are added as needed.

- Midtown Farmers Market: Year-round, 20th between J and K streets, Saturdays 8 am – 1 pm (March -October); 9am - 1 pm (November - February)
- Wednesdays at Winn Night Market: Year-round, Winn Park, Wednesdays 3 pm -7:30 pm (March - October); 3 pm - 7 pm (November - February)
- Second Saturdays: April through October
- Sacratomato: July 18 through 24
- Midtown Love & Midtown Mini: September 15
- Halloween Festival and Pooch Parade: Sunday, October 29
- Small Business Saturday: Saturday, November 26
- 12 Days of Midtown: 12.1-12.12

MIDTOWN PBID, DBA MIDTOWN ASSOCIATION 2022 BOARD OF DIRECTORS ROSTER (15-27 MEMBERS)

EXECUTIVE COMMITTEE



WENDY SAUNDERS

CHAIR

Capital Area Development Authority
1522 14th Street, Sacramento, CA 95814
916 - 332 - 2114
wsaunders@cadanet.org



MIKE TESTA

VICE CHAIR

Visit Sacramento
1608 I Street, Sacramento, CA 95814
916 - 808 - 7479
mtesta@visitsacramento.com



LARRY WATSON

SECRETARY

916 - 325 - 1000
larry.watson@comcast.net



KEN TURTON

TREASURER

Turton Commercial Real Estate
2409 L Street, Sacramento, CA 95811
916 - 468 - 0187
kenturton@turtoncom.com



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BETH HASSETT
PAST PRESIDENT

WEAVE
1900 K Street, Sacramento, CA 95811
916 - 319 - 4923
bhassett@weaveinc.org



KIMIO BAZETT
MIDTOWN CENTRAL CHAIR

The Golden Bear
2326 K Street, Sacramento, CA 95816
916 - 441 - 2242
kimio@goldenbear916.com



LYNDA BENVENUTI TAYLOR
EXECUTIVE COMMITTEE MEMBER AT LARGE

LBT Investments LLC
2005 Rockwood Drive, Sacramento, CA 95864
916 - 812 - 9555
lbt916@gmail.com



JOHN HODGSON
EXECUTIVE COMMITTEE MEMBER AT LARGE

The Hodgson Company
2514 Chinatown Alley, Sacramento, CA 95816
916 - 548 - 8554
jhodgson@thehodgsoncompany.com



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BOARD**FRANCISCO CASTILLO**

Union Pacific
 915 L Street, Suite 1180, Sacramento, CA 95814
 916 -789-5957
fcastillo@up.com

**JOHN FRASER**

California State Parks
 111 I Street, Sacramento, CA, 95814
 916 - 869 - 9700
john.fraser@parks.ca.gov

**COUNCILMEMBER JEFF HARRIS**

City of Sacramento
 915 I Street, 5th Floor, Sacramento, CA 95814
 916 -808-7003
jsharris@cityofsacramento.org

**DAVID HEITSTUMAN**

Sacramento LGBT Community Center
 1015 20th Street, Sacramento, CA 95811
 916-442-0185
david.heitstuman@saccenter.org

**MIKE HELLER**

Heller Pacific / Loftworks
 1050 20th Street, Sacramento, CA 95811
 916 - 638 - 2400
mjheller@hellerpacific.com



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LISA HINZ

Sacramento Regional Transit
1400 29th Street, Sacramento, CA 95816
916-321-2800
lhinz@sacrt.com



MARISA KOLOKOTRONIS

SKK Developments
1121 18th Street, Sacramento, CA 95811
415-515-5293
marisa@skkdevelopments.com



LAURA LEWIS

SMUD
6301 S St, Sacramento, CA 95817
916 - 914 - 3484
Laura.lewis@smud.org



JOHN MIKACICH

Limelight
1014 Alhambra Blvd, Sacramento, CA 95814
916 - 508 - 0112
john@limelightsac.com



BAY MIRY

Miry Development
1011 10th Street, Sacramento, CA 95811
916 - 997 - 3218
bay@mirydevelopment.com



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NIKKY MOHANNA

Mohanna Development
1025 9th St, Sacramento, CA 95814
530 - 220 - 0364
nikky@mohannadevelopment.com



JOHN PAPPAS

Pappas Investments
2020 L Street, 5th floor, Sacramento, CA 95814
916 - 447 - 7100
john@pappasinvestments.com



SCOTT RASMUSSEN

Ravel Rasmussen
2805 J Street #240, Sacramento, CA 95816
916 - 325 - 5450
rsr@rrproperties.net



COUNTY SUPERVISOR PHIL SERNA

County of Sacramento
700 H Street Ste. 2450, Sacramento, CA 95814
916 - 874 - 5485
supervisorserna@saccounty.net



KERI THOMAS

Sutter Health
2700 Gateway Oaks Dr, Sacramento, CA 95833
916 - 496 - 0971
thomask@sutterhealth.org



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KEN URIBE

Department of General Services
707 Third Street, 6th Floor, Suite 6-130, West Sacramento, CA 95605
916 - 376 - 1810
ken.uribe@dgs.ca.gov


COUNCILMEMBER KATIE VALENZUELA

City of Sacramento
915 I Street, 5th Floor, Sacramento, CA 95814
916-808-7004
kvalenzuela@cityofsacramento.org

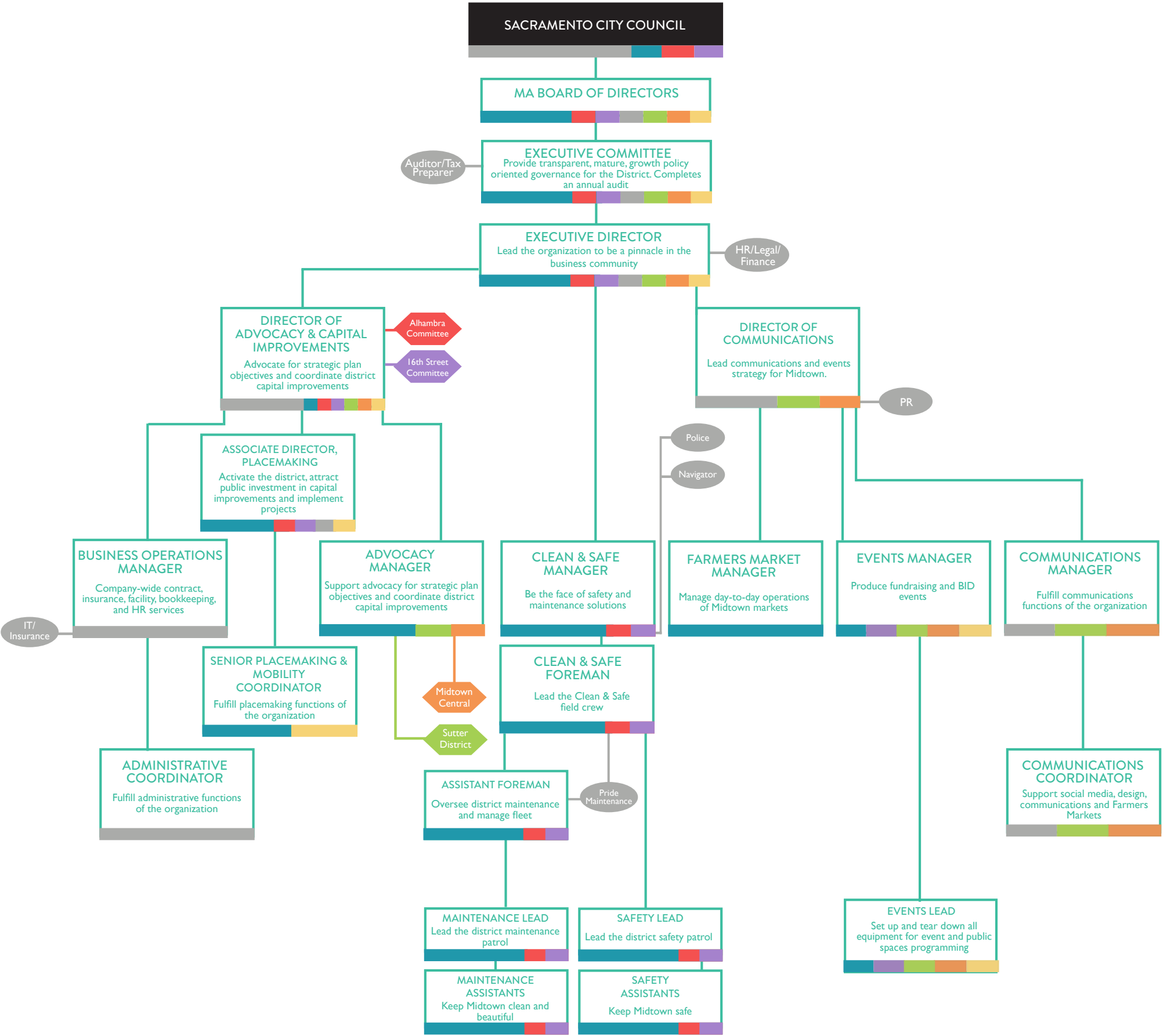

ALLISON YEE GARCIA

Sacramento Republic FC
1050 20th Street., Sacramento, CA. 95811
916 - 928 - 8165
ayeegarcia@sacrepublikfc.com



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Midtown Association 2022 Budget

Income	2021 Mid-Year Adjusted Budget		2022 Proposed Budget	
Admin Fees	\$	229,162.00	\$	258,478.00
Events	\$	456,000.00	\$	398,000.00
Contracts				
Midtown PBID	\$	1,297,615.00	\$	1,307,207.00
Alhambra PBID	\$	355,335.00	\$	432,485.00
16M PBID	\$	168,000.00	\$	179,801.00
Sutter District BID	\$	122,000.00	\$	120,000.00
Midtown Central BID	\$	42,000.00	\$	96,000.00
Grants/Interest	\$	192,000.00	\$	10,000.00
Earned PBID Revenue	\$	51,731.00	\$	317,960.00
Midtown Parks Income	\$	180,600.00	\$	223,000.00
Misc (TRNA)	\$	50,000.00	\$	50,000.00
Total Income	\$	3,144,443.00	\$	3,392,931.00
Expense				
Midtown Parks Programs	\$	149,013.00	\$	124,013.00
BID Programs				
Sutter District BID	\$	112,766.00	\$	266,780.00
Midtown Central BID	\$	42,062.00	\$	64,260.00
BID Programs	\$	154,828.00	\$	331,040.00
PBID Programs				
Cat 1: Main, Safety & Street				
Midtown	\$	856,391.00	\$	881,902.00
Alhambra	\$	259,230.00	\$	299,307.00
16M	\$	91,141.00	\$	79,420.00
Cat 1: Main, Safety & Street Total	\$	1,206,762.00	\$	1,260,629.00
Cat 2: Placemaking & Cap Impr				
Midtown	\$	372,589.00	\$	264,055.00
Alhambra	\$	92,281.00	\$	86,738.00
16M	\$	25,257.00	\$	9,462.00
Cat 2: Placemaking & Cap Impr Total	\$	490,127.00	\$	360,255.00
Cat 3: Advocacy, Comm & Admin				
PBID (Mid & Alhambra)	\$	889,057.00	\$	951,241.00
16M	\$	79,487.00	\$	80,634.00
Cat 3: Advocacy, Comm & Admin Total	\$	968,544.00	\$	1,031,875.00
Total Expense	\$	2,969,274.00	\$	3,107,812.00
Net Income	\$	175,169.00		

April 15, 2021

To the Board of Directors
Midtown Sacramento PBID Corporation

We have audited the financial statements of Midtown Sacramento PBID Corporation (the "Corporation") as of and for the year ended December 31, 2020, and have issued our report thereon dated April 15, 2021. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated November 2, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Corporation solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Corporation is included in Note 2 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2020. No matters have come to our attention that would

require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates reflected in the financial statements include:

- Depreciation estimates for capital assets including depreciation methods and useful lives assigned to the depreciable assets.
- Collectability of accounts receivable.

Management's estimates and judgements were based on the following:

- Useful lives and method of depreciation for capital assets were determined by management based upon the nature of the capital assets and their expected economic lives.
- Managements estimated collectability of revenue were based upon historical collection experience.

For all significant estimates made by management, we evaluated the key factors and assumptions used to determine that the estimates are reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements are included in Notes 1 through 9 to the financial statements. The disclosures in these notes are neutral, consistent and clear.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected misstatements. In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following attached are material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain representations from management that are included in the management representation letter dated April 15, 2021.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with the Corporation, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Corporation's auditors.

This information is intended solely for the use of the Board of Directors and management of Midtown Sacramento PBID Corporation and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



Sacramento, California



MIDTOWN
ASSOCIATION

Midtown Sacramento PBID Corporation

**Financial Statements and
Independent Auditor's Report**

December 31, 2020 and 2019

Midtown Sacramento PBID CorporationIndex

	<u>Page</u>
Independent Auditor's Report	2
Financial Statements	
Statements of Financial Position	4
Statements of Activities and Changes in Net Assets	5
Statements of Functional Expenses	6
Statements of Cash Flows	8
Notes to Financial Statements	9

Independent Auditor's Report

To the Board of Directors
Midtown Sacramento PBID Corporation

We have audited the accompanying financial statements of Midtown Sacramento PBID Corporation, which comprise the statements of financial position as of December 31, 2020 and 2019, and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Midtown Sacramento PBID Corporation as of December 31, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Sacramento, California
April 15, 2021

Midtown Sacramento PBID Corporation

Statements of Financial Position
December 31, 2020 and 2019Assets

	<u>2020</u>	<u>2019</u>
Current Assets		
Cash and cash equivalents	\$ 1,041,782	\$ 1,258,191
Accounts receivable (less allowance for doubtful accounts of \$0 and \$7,334, respectively)	278,781	122,590
Prepaid expenses and other assets	<u>18,850</u>	<u>12,132</u>
Total current assets	<u>1,339,413</u>	<u>1,392,913</u>
Property and equipment, net	<u>81,362</u>	<u>73,599</u>
Total assets	<u><u>\$ 1,420,775</u></u>	<u><u>\$ 1,466,512</u></u>

Liabilities and Net Assets

Liabilities		
Accounts payable	\$ 91,982	\$ 76,234
Accrued expenses	67,804	75,498
Deferred revenue	<u>178,639</u>	<u>327,473</u>
Total liabilities	<u>338,425</u>	<u>479,205</u>
Commitments and Contingencies		
Net assets		
Without donor restrictions - board designated funds	205,000	225,000
Without donor restrictions	<u>877,350</u>	<u>762,307</u>
Total net assets	<u>1,082,350</u>	<u>987,307</u>
Total liabilities and net assets	<u><u>\$ 1,420,775</u></u>	<u><u>\$ 1,466,512</u></u>

Midtown Sacramento PBID Corporation

Statements of Activities and Changes in Net Assets
Years Ended December 31, 2020 and 2019

	2020	2019
Revenue and support		
Midtown PBID revenue	\$ 1,335,216	\$ 1,456,101
SBIA revenue	46,336	143,408
Alhambra PBID revenue	376,599	355,132
CMRBID revenue	33,468	108,881
Local government grants	-	3,040
Other grants	165,467	-
Administration fees	228,836	127,804
Event revenue	254,734	135,540
Total revenue and support	<u>2,440,656</u>	<u>2,329,906</u>
Expenses		
Program services:		
PBID	2,025,556	1,592,456
SBIA	90,798	114,549
CMRBID	24,870	72,751
Total program services	<u>2,141,224</u>	<u>1,779,756</u>
Supporting services:		
General & administration	212,383	125,183
Total supporting services	<u>212,383</u>	<u>125,183</u>
Total expenses	<u>2,353,607</u>	<u>1,904,939</u>
Other income	7,994	5,278
Change in net assets	95,043	430,245
Net assets, beginning	<u>987,307</u>	<u>557,062</u>
Net assets, end	<u><u>\$ 1,082,350</u></u>	<u><u>\$ 987,307</u></u>

Midtown Sacramento PBID Corporation

**Statements of Functional Expenses
Year Ended December 31, 2020**

	Program Services				Support Services			Total
	PBID	SBIA	CMRBID	Total Program Services	Fundraising	General and Administrative	Total Support Services	
Equipment Rental & Operation	\$ 31,698	\$ -	\$ -	\$ 31,698	\$ -	\$ -	\$ -	\$ 31,698
Maintenance & Streetscape	173,194	-	-	173,194	-	-	-	173,194
City Police	33,253	19,546	-	52,799	-	-	-	52,799
Homeless Outreach Program	39,094	-	-	39,094	-	-	-	39,094
Lighting & Prevention	23,875	-	-	23,875	-	-	-	23,875
Capital Improvements	40,041	-	-	40,041	-	-	-	40,041
Mobility	143	-	-	143	-	-	-	143
Pilot Projects	57,584	1,595	8,631	67,810	3,738	-	3,738	71,548
Marketing/PR/Media Relations	35,153	50,033	7,280	92,466	2,274	-	2,274	94,740
Event Marketing & Coordination	118,639	9,842	3,859	132,340	58,210	-	58,210	190,550
Organization Awareness/Advocacy	27,922	750	-	28,672	207	-	207	28,879
Printing & Copying	4,754	-	-	4,754	-	-	-	4,754
Salaries and Benefits	1,140,745	-	-	1,140,745	54,009	-	54,009	1,194,754
Bank Fees	-	-	-	-	-	368	368	368
Depreciation Expense	20,356	32	-	20,388	2,174	-	2,174	22,562
Dues & Subscriptions	-	-	-	-	-	9,830	9,830	9,830
Executive / Board Meetings	-	-	-	-	-	6,318	6,318	6,318
Facilities - Repair & Maintenance	-	-	-	-	-	16,229	16,229	16,229
General & Administration	-	9,000	5,100	14,100	-	5,100	5,100	19,200
Insurance	7,576	-	-	7,576	-	-	-	7,576
IT Services / Technology	-	-	-	-	-	20,891	20,891	20,891
Office Supplies	-	-	-	-	-	12,489	12,489	12,489
Postage & Freight	-	-	-	-	-	167	167	167
Professional Services	91,286	-	-	91,286	1,380	-	1,380	92,666
Rent / Utilities / Parking	180,243	-	-	180,243	-	-	-	180,243
Staff Meeting / Development	-	-	-	-	-	11,198	11,198	11,198
Taxes & Licenses	-	-	-	-	-	1,050	1,050	1,050
Telecommunications	-	-	-	-	-	6,751	6,751	6,751
Total expenses	<u>\$ 2,025,556</u>	<u>\$ 90,798</u>	<u>\$ 24,870</u>	<u>\$ 2,141,224</u>	<u>\$ 121,992</u>	<u>\$ 90,391</u>	<u>\$ 212,383</u>	<u>\$ 2,353,607</u>

Midtown Sacramento PBID Corporation

**Statements of Functional Expenses
Year Ended December 31, 2019**

	Program Services				Support Services			Total
	PBID	SBIA	CMRBID	Total Program Services	Fundraising	General and Administrative	Total Support Services	
Equipment Rental & Operation	\$ 28,535	\$ -	\$ -	\$ 28,535	\$ -	\$ -	\$ -	\$ 28,535
Maintenance & Streetscape	146,941	-	-	146,941	-	-	-	146,941
City Police	29,155	21,271	-	50,426	-	-	-	50,426
Homeless Outreach Program	30,954	-	-	30,954	-	-	-	30,954
Lighting & Prevention	12,591	10,239	-	22,830	-	-	-	22,830
Capital Improvements	19,202	2	-	19,204	-	-	-	19,204
Pilot Projects	97,227	350	42,630	140,207	-	-	-	140,207
Marketing/PR/Media Relations	31,235	26,384	12,480	70,099	1,846	-	1,846	71,945
Event Marketing & Coordination	780	46,626	10,300	57,706	34,803	-	34,803	92,509
Organization Awareness/Advocacy	15,681	677	15	16,373	21	-	21	16,394
Printing & Copying	1,877	-	-	1,877	-	-	-	1,877
Salaries and Benefits	980,749	-	-	980,749	-	-	-	980,749
Bad Debt	-	-	-	-	-	7,334	7,334	7,334
Bank Fees	-	-	126	126	-	351	351	477
Depreciation Expense	20,158	-	-	20,158	-	-	-	20,158
Dues & Subscriptions	-	-	-	-	-	8,434	8,434	8,434
Executive / Board Meetings	-	-	-	-	-	4,731	4,731	4,731
Facilities - Repair & Maintenance	-	-	-	-	-	25,712	25,712	25,712
General & Administration	-	9,000	7,200	16,200	-	-	-	16,200
Insurance	11,986	-	-	11,986	-	-	-	11,986
IT Services / Technology	-	-	-	-	-	12,045	12,045	12,045
Office Supplies	-	-	-	-	-	12,612	12,612	12,612
Postage & Freight	-	-	-	-	-	649	649	649
Professional Services	51,121	-	-	51,121	-	-	-	51,121
Rent / Utilities / Parking	114,264	-	-	114,264	-	-	-	114,264
Staff Meeting / Development	-	-	-	-	-	9,472	9,472	9,472
Taxes & Licenses	-	-	-	-	-	1,048	1,048	1,048
Telecommunications	-	-	-	-	-	6,125	6,125	6,125
Total expenses	<u>\$ 1,592,456</u>	<u>\$ 114,549</u>	<u>\$ 72,751</u>	<u>\$ 1,779,756</u>	<u>\$ 36,670</u>	<u>\$ 88,513</u>	<u>\$ 125,183</u>	<u>\$ 1,904,939</u>

See Notes to Financial Statements

Midtown Sacramento PBID Corporation

Statements of Cash Flows
Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 95,043	\$ 430,245
Reconciliation of change in net assets to net cash provided by (used in) operating activities		
Depreciation	22,562	20,158
Bad debt expense	-	7,334
Gain on sale of equipment	-	(2,729)
Changes in		
Accounts receivable	(156,191)	(66,098)
Prepaid expenses	(6,718)	10,289
Accounts payable	15,748	(7,289)
Accrued vacation	(7,694)	52,048
Deferred revenue	<u>(148,834)</u>	<u>(80,750)</u>
Net cash provided by (used in) operating activities	<u>(186,084)</u>	<u>363,208</u>
Cash flows from investing activities		
Net purchases of property and equipment	<u>(30,325)</u>	<u>(19,905)</u>
Net cash used in investing activities	<u>(30,325)</u>	<u>(19,905)</u>
Net increase (decrease) in cash and cash equivalents	(216,409)	343,303
Cash and cash equivalents, beginning of year	<u>1,258,191</u>	<u>914,888</u>
Cash and cash equivalents, end of year	<u><u>\$ 1,041,782</u></u>	<u><u>\$ 1,258,191</u></u>

Midtown Sacramento PBID Corporation

Notes to Financial Statements December 31, 2020 and 2019

Note 1 - Organization and nature of operations

Midtown Sacramento PBID Corporation (the "Corporation") is an 501(c)(6) not-for-profit organized under the California Nonprofit Mutual Benefit Corporation Law. The purpose of this Corporation shall be to make Midtown the center for culture, creativity and vibrancy in the City of Sacramento's (the "City") urban core by protecting and supporting the Midtown and Alhambra zones of the Property Business Improvement District ("PBID"), the Sutter Business Improvement Area ("SBIA") and Central Midtown Restaurant District ("CMRBID") through public service, support, and advocacy. Primarily funded by Midtown Property Business Improvement District, Midtown Association programs include graffiti abatement, litter removal, drought sensitive power washing, safety and homeless assistance, marketing and district wide communications and proactive advocacy.

Note 2 - Summary of significant accounting policies

Basis of accounting

The financial statements of the Corporation have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"), which require the Corporation to report information regarding its financial position and activities according to the following net asset classifications:

- *Net assets without donor restrictions:* Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Corporation. These net assets may be used at the discretion of the Corporation's management and the board of directors. The governing board has designated, from net assets without donor restrictions, net assets for specific purposes. See Note 6.
- *Net assets with donor restrictions:* Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Corporation or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities and changes in net assets.

Cash equivalents

The Corporation considers all short-term deposits with an original maturity of three months or less to be cash equivalents.

Concentration of credit risk

The Corporation maintains cash and cash equivalents with various financial institutions. At times, these balances may exceed the federal insurance limits; however, the Corporation has not experienced any losses. Management believes that no significant concentration of credit risk exists with respect to these balances at December 31, 2020.

Accounts receivable

Accounts receivable are reported net of an allowance for doubtful accounts. Management's estimate of the allowance is based on historical collection experience and a review of the current status of accounts receivable. It is reasonably possible that management's estimate of the allowance will change. As of December 31, 2020 and 2019, the allowance for doubtful accounts is \$0 and \$7,334, respectively.

Midtown Sacramento PBID Corporation**Notes to Financial Statements
December 31, 2020 and 2019****Property and equipment**

Property and equipment are stated at cost. The Corporation's policy is to provide for depreciation over the estimated useful lives using the straight-line method over estimated lives of 3 to 6 years. The Corporation capitalizes all expenditures of property and equipment in excess of \$15,000.

Impairment of long-lived assets

The Corporation reviews its equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. When recovery is reviewed, if the undiscounted cash flows expected to be generated by an asset are less than the carrying amount of the asset, an impairment loss is recognized for the difference. No impairment losses have been recognized during the years ended December 31, 2020 and 2019.

Marketing and district wide communications

The Corporation expenses marketing and district wide communications costs as they are incurred. Marketing and district wide communications expenses are included in program services in the statements of activities and changes in net assets.

Functional allocation of expenses

The costs of providing member services and supporting services have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the member services and supporting services based on estimates of employee's time incurred and on usage of resources.

Income tax status

The Corporation has applied for and received a determination letter from the Internal Revenue Service ("IRS") to be treated as a tax-exempt entity pursuant to Section 501(c)(6) of the Internal Revenue Code. Due to its tax-exempt status, the Corporation is not subject to income taxes and has no unrelated business taxable income. The Corporation is required to file tax returns with the IRS and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Corporation has no other tax positions which must be considered for disclosure. The Corporation is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Use of estimates

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Reclassification

Certain items from the prior period financial statements have been reclassified to conform to the current year presentation.

Midtown Sacramento PBID Corporation

Notes to Financial Statements December 31, 2020 and 2019

Revenue and revenue recognition

Revenue primarily consists of a contract with the City to administer the PBID, SBIA and CMRBID (collectively "pbid services"), administration fees and event income.

PBID services are accounted for as contracts with customers. Under the guidance for contracts with customers, an entity is required to (a) identify the contract(s) with a customer, (b) identify the performance obligations in the contract, (c) determine the transaction price, (d) allocate the transaction price to the performance obligations in the contract, and (e) recognize revenue when (or as) the entity satisfies a performance obligations. In determining the transaction price, an entity may include variable considerations only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized would not occur when the uncertainty associated with the variable consideration is resolved.

The Corporation recognizes grants when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return are not recognized until the conditions on which they depend have been met.

The Corporation records special events revenue equal to the fair value of direct benefits to donors, and contribution income for any excess received when the event takes place.

Note 3 - Property and equipment

Property and equipment consist of the following at December 31, 2020 and 2019:

	2020	2019
Furniture and equipment	\$ 113,812	\$ 102,942
Vehicles	61,659	42,204
Less accumulated depreciation	(94,109)	(71,547)
Total	<u>\$ 81,362</u>	<u>\$ 73,599</u>

Depreciation expense was \$22,562 and \$20,158 for the years ended December 31, 2020 and 2019, respectively.

Note 4 - Lease commitments

The Corporation leases office space and equipment under a non-cancelable operating lease expiring in 2024. Rent expenses was \$180,243 and \$114,264 for the years ended December 31, 2020 and 2019, respectively. Minimum future rental payments under this operating lease is as follows:

2021	\$ 185,260
2022	188,727
2023	192,195
2024	195,662
2025	199,129

Midtown Sacramento PBID Corporation

**Notes to Financial Statements
December 31, 2020 and 2019**

Note 5 - Availability and liquidity

The following represents the Corporation's financial assets as of December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 1,041,782	\$ 1,258,191
Accounts receivable	<u>278,781</u>	<u>122,590</u>
Total current financial assets	1,320,563	1,380,781
Less amounts not available to be used within one year		
Without donor restrictions - board designated funds	<u>(205,000)</u>	<u>(225,000)</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 1,115,563</u>	<u>\$ 1,155,781</u>

The Corporation's financial assets are intended to be sufficient to meet its general expenditures, liabilities and other obligations as they become due. As part of its liquidity plan, excess cash is invested in short-term investments or used as part of income generating programs.

Note 6 - Net assets - board designated

Net assets that are board-designated are earmarked for member services related to the PBID program and consist of the following as of December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
PBID funds	\$ 155,000	\$ 175,000
Capital improvement	<u>50,000</u>	<u>50,000</u>
Total	<u>\$ 205,000</u>	<u>\$ 225,000</u>

Note 7 - CARES Act funds

During the year ended December 31, 2020, the Corporation was committed \$150,454 of CARES Act funds from the City, which is included in other grants on the statements of activities. The deadline to expend the CARES Act funds was January 11, 2021 and was extended to December 31, 2021. As of December 31, 2020, the Corporation had incurred the qualifying expenses. The funds were received from the City subsequent to year end in February 2021.

Midtown Sacramento PBID Corporation**Notes to Financial Statements
December 31, 2020 and 2019****Note 8 - Contingencies**

In early 2020, an outbreak of a novel strain of coronavirus ("COVID-19") emerged globally. As a result, events have occurred including mandates from federal, state, and local authorities leading to an overall decline in economic activity. The Corporation is not able to estimate the length or severity of this outbreak and the related financial impact. As of December 31, 2020, the global pandemic is still ongoing. Management continues to monitor the results of operations to evaluate the economic impact of the pandemic on the Corporation.

Note 9 - Subsequent events

Events that occur after the balance sheet date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the balance sheet date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes. Management evaluated the activity of the Company through April 15, 2021, the date the financial statements were available to be issued, and concluded that other than the event described in Note 8 that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to financial statements.



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**CONFIRMATION OF COVERAGE BOUND
BUSINESS AND MANAGEMENT INDEMNITY POLICY
NON-PROFIT ORGANIZATIONS DECLARATIONS**

Renewal

Producer: Amit Prasad

Broker
Company: AmWINS Insurance Brokerage - Morgan Hill

Fax: 3103721903

Item 1. Parent Organization <u>Midtown Sacramento PBID Corporation</u> & Mailing <u>1401 21st Street, Unit A</u> Address <u>Sacramento, CA 95811</u>	Policy No.: <u>EKI3414986</u> Carrier: <u>Scottsdale Indemnity Company</u>
Principal Address, if different from mailing address:	
Item 2. Policy Period: From <u>02/01/2022</u> to <u>02/01/2023</u> 12:01 A.M. local time at Principal Address shown above.	
Item 3. Coverage Section(s) and Limit of Liability <div style="margin-bottom: 20px;"> Employment Practices Coverage Section Limit of Liability <u>\$3,000,000</u> maximum aggregate for this Coverage Section Retention: a. <u>\$5,000</u> each Employment Practices Claim b. <u>\$5,000</u> each Third Party Claim </div> Continuity Date: 02/01/2013 for any Loss payable as respects the first \$1,000,000 of the above limit of liability. 02/01/2020 for any Loss payable as respects the above limit of liability in excess of \$1,000,000. Third Party Coverage: Yes <u>X</u> No <u> </u> <ul style="list-style-type: none"> Congratulations! Your policy includes a state-of-the-art EPL Risk Management service that provides Insureds the ability to ask their organization's specific human resource and employment law questions directly to employment law attorneys, access to an Online Resource Portal and more. To register, please visit https://eriskeplhelpline.hrhelpline.com/Reg and follow the instructions. 	
Insured Person and Organization Coverage Section Limit of Liability <u>\$3,000,000</u> maximum aggregate for this Coverage Section Retention: a. <u>\$0</u> each Claim as respects Insured Persons b. <u>\$0</u> each Claim as respects the Organization Continuity Date: 02/01/2013 for any Loss payable as respects the first \$1,000,000 of the above limit of liability. 02/01/2020 for any Loss payable as respects the above limit of liability in excess of \$1,000,000. <ul style="list-style-type: none"> Your Policy includes an exclusive D&O Risk Management Service that offers Insureds the ability to ask their specific D&O related or Organization's questions directly to attorneys practicing in this field of law. Insureds have unlimited, direct access to these practicing attorneys. An Online Resources Center is also available. To learn more about the D&O Risk Management Service, please visit: http://www.eriskdosolutions.com or contact an E-Risk D&O Risk Solutions representative at 877-568-6655. 	
Item 4. Premium: <u>\$4,259</u> +\$100.00 Amwins Fee	
Item 5. Discovery Period options: 1. One (1) year = <u>30%</u> of the premium	

2. Two (2) years = 75% of the premium
3. Three (3) years = 100% of the premium

As provided in Section H. of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.




Item 6. Run-Off Period:

1. One (1) year = 150% of the premium
2. Two (2) years = 200% of the premium
3. Three (3) years = 215% of the premium
4. Four (4) years = 217% of the premium
5. Five (5) years = 220% of the premium
6. Six (6) years = 225% of the premium

As provided in Section I. of the General Terms and Conditions, only one of the above **Run-Off Period** options may be elected and purchased.

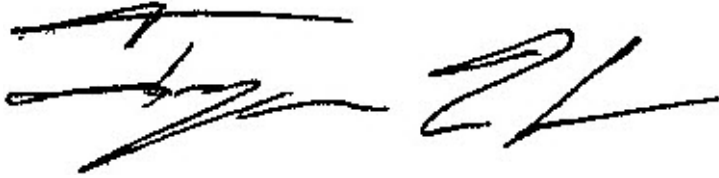
Item 7. Forms and Endorsements Effective at Inception of Policy:

- EKI-D-8 (2-18) > Declarations 
- HLPEPL (1-18) > E-Risk Management Tools Center-EPL 
- HLIPO (1-18) > E-Risk Management Tools Center-IPO 
- NOTX0015CA (02/00) > California Policyholder Notice 
- EKI-326 (04/08) > General Terms and Conditions 
- EKI-P-7 (04/08) > Employment Practices Coverage Section 
- EKI-P-8 (04/08) > Insured Person and Organization Coverage Section 
- EKI-99 (04/08) > Advisory Board Extension - IPO 
- EKI-804 (01/09) > Allocation Provision (Non Profit) 
- EKI-1588 (2-15) > Amend Conduct Exclusion - IPO 
- EKI-1638-CA (7-16) > Amend Conduct Exclusion-Foreign Jurisdiction-California - IPO 
- EKI-888 (12/09) > Amend Definition of Insured Person-Leased/Contracted Employees - IPO Coverage Section 
- EKI-1651 (10-16) > Amend Definition of Third Party Endorsement - EPL 
- EKI-803(01/09) > Amend Discovery Election - 90 Days 
- EKI-255 (08/09) > Amend Insured Versus Insured Exclusion (Non-Profit) - IPO Coverage Section 
- EKI-1142 (11/12) > Amend Notice of Circumstances - EPL Coverage Section 
- EKI-1143 (11/12) > Amend Notice of Circumstances - IPO Coverage Section 
- EKI-266 (04/08) > Amend Notice Provision - (Non-Profit) - EPL Coverage Section 
- EKI-267 (04/08) > Amend Notice Provision (Non-Profit) - IPO Coverage Section 
- EKI-1018 (1-12) > Amend Notice Provision 60 Days - (Non-Profit) - EPL Coverage Section 
- EKI-1109 (6-12) > Amend Other Insurance to be Primary - IPO - IPO Coverage Section 
- EKI-805 (01/09) > Amend Subrogation Provision - Final Judgment 
- EKI-261 (04/09) > Amend Warranty Provision Non-Rescindable Coverage (Non-Profit) 
- EKI-882-CA (11/09) > Amendatory Endorsement - California (Non-Profit) 
- EKI-2130 (1-19) > Amended Insured Persons Versus Organization - IPO 
- EKI-814 (05/09) > Amended Insured Versus Insured Exclusion - Foreign Jurisdiction - IPO Coverage Section 
- EKI-930 (02/11) > Amended Insured Versus Insured Exclusion Whistleblower Carveback - IPO Coverage Section 
- EKI-806 (01/09) > Amended Insured Versus Insured Exclusion with Creditor Committee Carveback - IPO Coverage Section 
- EKI-351 (1-15) > Cap on Losses from Certified Acts of Terrorism 
- EKI-807 (04/09) > Cost Of Investigations Coverage (Non-Profit) - IPO Coverage Section 
- EKI-269 (5-18) > Crisis Fund for Non-Profits - Crisis Communications Management Insurance (Non-Profit) \$10k Crisis Fund- IPO 
- EKI-1539 (02/14) > Employed Lawyers Extension - IPO Coverage Section 
- EKI-1128 (09/12) > Employee Privacy Coverage with Sub-Limit (Non-Profit) - EPL Coverage Section 
- EKI-104 (04/08) > Excess Benefit Transaction Excise Tax Coverage Endorsement - IPO 
- EKI-869 (08/09) > Immigration Claim Endorsement (Non-Profit) - \$100,000 Sub-Limit - EPL Coverage Section 
- EKI-355 (06/08) > Outside Entity Coverage for Non-Profit Companies - IPO Coverage Section 
- EKI-238 (04/08) > Priority of Payments Provision (Non-Profit) - IPO Coverage Section 
- EKI-121 (04/08) > Professional Services Errors and Omissions Exclusions - IPO Coverage Section 
- EKI-124 (04/08) > Removal of Alternative Dispute Resolution Provision 
- EKI-133 (04/08) > Single Aggregate Limit of Liability for All Coverage Sections (Non-Profit) 
- EKI-848 (05/09) > State Amendatory Inconsistent 

- EKI-802 (01/09) > Tolling or Waiving the Statute of Limitations - IPO Coverage Section 
- EKI-1607 (5-15) > Wage and Hour Claim Endorsement - Non-Profit - \$250,000 Sub-Limit - EPL Coverage Section 
- NOTI0601CW (12/20) > Policyholder Disclosure Notice of Terrorism Insurance Coverage 

Item 8. **Subjectivities:**

- **None**



Tyrus Quade

Confirmation Issuance Date: 1/24/2022

Note: This confirmation of coverage will expire 90 days from 1/24/2022

Note: This confirmation of coverage document will expire on the earlier of 90 days from 2/1/2022 or the inception of the Policy Period listed in Item D. Further, this document and any coverage hereunder is subject to modification or withdrawal if, after 2/1/2022 and before the proposed inception date set forth in Item D., Scottsdale Indemnity Company or any of its representatives, including E-Risk Services, LLC, becomes aware of any new, corrected or updated information relating to any Claim or other risk exposure which may affect or change the underwriting evaluation of any proposed Insured and Scottsdale Indemnity Company or any of its representatives, including E-Risk Services, LLC, in their sole discretion, determines that the terms of this document are no longer appropriate.

This document does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from offering or providing insurance. To the extent any such prohibitions apply, this document is void ab initio.

Our Commitment to Online Accessibility

Underwritten by Scottsdale Indemnity Company

A Stock Insurance Company, herein called the **Insurer**

BUSINESS AND MANAGEMENT INDEMNITY POLICY - NON-PROFIT ORGANIZATIONS

GENERAL TERMS AND CONDITIONS

In consideration of the payment of premium, in reliance on the **Application** and subject to the Declarations, and terms and conditions of this **Policy**, the **Insurer** and the **Insureds** agree as follows.

A. SEVERABILITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to each and every Coverage Section of this **Policy**. The terms and conditions of each Coverage Section apply only to that Coverage Section and shall not be construed to apply to any other Coverage Section.

B. DEFINITIONS

Whenever used in this **Policy**, the terms that appear below in **boldface** type shall have the meanings set forth in this Definitions subsection of the General Terms and Conditions. However, if a term also appears in **boldface** type in a particular Coverage Section and is defined in that Coverage Section, that definition shall apply for purposes of that particular Coverage Section. Terms that appear in **boldface** in the General Terms and Conditions but are not defined in this Definitions subsection and are defined in other Coverage Sections of the **Policy** shall have the meanings ascribed to them in those Coverage Sections.

1. **Additional Insured Person Discovery Period** means any time after the effective date the **Parent Organization** cancels or elects to not renew the **Policy** which may be applicable pursuant to Section J. below.
2. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy of which this **Policy** is a renewal or replacement. All such applications, attachments, information, materials and documents are deemed attached to and incorporated into this **Policy**.
3. **Discovery Period** means one of the periods described in Item 5. of the Declarations which is elected and purchased pursuant to Section H. below.
4. **Domestic Partner** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Organization**.
5. **Extended Period** means the **Discovery Period**, **Run-Off Period**, or **Additional Insured Person Discovery Period**, if such provision is applicable pursuant to Section J. or is elected and purchased pursuant to Sections H. or I., respectively, below.
6. **Insurer** means the insurance company providing this insurance.
7. **Organization** means:
 - a. the **Parent Organization**; and
 - b. any **Subsidiary**,

and includes any such organization as a debtor-in-possession or the bankruptcy estate of such entity under United States bankruptcy law or an equivalent status under the law of any other jurisdiction.
8. **Parent Organization** means the entity first named in Item 1. of the Declarations.
9. **Policy** means, collectively, the Declarations, the **Application**, this policy form and any endorsements.
10. **Policy Period** means the period from the effective date and hour of the inception of this **Policy** to the **Policy** expiration date and hour as set forth in Item 2. of the Declarations, or its earlier cancellation date and hour, if any.
11. **Run-Off Period** means one of the periods described in Item 6. of the Declarations, which is elected and purchased pursuant to Section I. below.

representing the present right to vote for the election of such entity's directors or managers are owned or controlled by the **Parent Organization**, directly or indirectly, if such entity:

- a. was so owned on or prior to the inception date of this **Policy**; or
- b. becomes so owned after the inception date of this **Policy**.

13. **Takeover** means:

- a. the acquisition by any person or entity of more than fifty percent (50%) of the voting rights of the **Parent Organization** representing the present right to vote for the election of directors or trustees; or
- b. the merger or consolidation of the **Parent Organization** into another entity such that the **Parent Organization** is not the surviving entity;

All definitions shall apply equally to the singular and plural forms of the respective words.

C. LIMITS OF LIABILITY AND RETENTIONS

1. The Limits of Liability and Retentions for each Coverage Section are separate Limits of Liability and Retentions pertaining only to the Coverage Section for which they are shown. The application of a Retention to **Loss** under one Coverage Section shall not reduce the Retention under any other Coverage Section, and no reduction in the Limit of Liability applicable to one Coverage Section shall reduce the Limit of Liability under any other Coverage Section.
2. In the event that any **Claim** is covered, in whole or in part, under more than one Coverage Section, the total applicable Retention shall not exceed the single largest applicable Retention. The largest applicable Retention shall apply only once to such **Claim**.

D. WARRANTY

It is warranted that the particulars and statements contained in the **Application** are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy** and each Coverage Section.

By acceptance of this **Policy**, the **Insureds** agree that:

1. the statements in the **Application** are their representations, that such representations shall be deemed material to the acceptance of the risk or the hazard assumed by **Insurer** under this **Policy**, and that this **Policy** and each Coverage Section are issued in reliance upon the truth of such representations; and
2. in the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive, or contains any misrepresentation or omission which materially affects either the acceptance of the risk or the hazard assumed by **Insurer** under this **Policy**, this **Policy**, including each and all Coverage Sections, shall be void ab initio with respect to any **Insureds** who had knowledge of such misrepresentation or omission.

E. CANCELLATION

1. By acceptance of this **Policy**, the **Insureds** hereby confer to the **Parent Organization** the exclusive power and authority to cancel this **Policy** on their behalf. The **Parent Organization** may cancel this **Policy** in its entirety or any of the applicable Coverage Sections individually by surrender thereof to the **Insurer**, or by mailing written notice to the **Insurer** stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall be the date the **Insurer** received such notice or any later date specified in the notice, and such effective date shall become the end of the **Policy** or applicable Coverage Section. Delivery of such written notice shall be equivalent to mailing.
2. This **Policy** may be cancelled by the **Insurer** only for nonpayment of premium, by mailing written notice to the **Parent Organization** stating when such cancellation shall be effective, such date to be not less than ten (10) days from the date of the written notice. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the **Insurer** shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then the notice period shall be deemed to be the minimum notice period permitted under the governing law or regulation.
3. If this **Policy** or any Coverage Section is cancelled, the **Insurer** shall retain the pro rata proportion of the premium therefore. Payment or tender of any unearned premium by **Insurer** shall not be a condition precedent to the effectiveness of cancellation.

F. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

shall be considered **Insureds** under this **Policy**; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** only for a **Claim** arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from the natural person who is an **Insured** to the spouse or **Domestic Partner**. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All of the terms and conditions of this **Policy** including, without limitation, the Retentions applicable to **Loss** incurred by natural persons who are **Insureds** shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners**.

G. AUTHORIZATION CLAUSE

By acceptance of this **Policy**, the **Parent Organization** agrees to act on behalf of all **Insureds**, and the **Insureds** agree that the **Parent Organization** will act on their behalf, with respect to the giving of all notices to **Insurer**, the receiving of notices from **Insurer**, the agreement to and acceptance of endorsements, the payment of the premium and the receipt of any return premium.

H. DISCOVERY PERIOD

1. If this **Policy** or any Coverage Section is cancelled or is not renewed by the **Insurer**, for reasons other than non-payment of premium or if the **Parent Organization** elects to cancel or not to renew this **Policy** or a Coverage Section, then the **Parent Organization** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 5. of the Declarations of the total premium for this **Policy**, or the total premium for the cancelled or not renewed Coverage Section, whichever is applicable, to purchase an extension of the coverage granted by this **Policy** or the applicable cancelled or not renewed Coverage Section with respect to any **Claim** first made during the period of time set forth in Item 5. of the Declarations after the effective date of such cancellation or, in the event of a refusal to renew, after the **Policy** expiration date, but only with respect to any **Wrongful Act** committed before such date. The **Parent Organization** shall have the right to elect only one of the **Discovery Periods** set forth in Item 5. of the Declarations.
2. As a condition precedent to the right to purchase the **Discovery Period** set forth in subsection H.1. above, the total premium for the **Policy** must have been paid. Such right to purchase the **Discovery Period** shall terminate unless written notice, together with full payment of the premium for the **Discovery Period**, is received by **Insurer** within thirty (30) days after the effective date of cancellation, or, in the event of a refusal to renew, within thirty (30) days after the **Policy** expiration date. If such notice and premium payment is not so given to **Insurer**, there shall be no right to purchase the **Discovery Period**.
3. In the event of the purchase of the **Discovery Period**, the entire premium therefore shall be deemed earned at the commencement of the **Discovery Period**.
4. The exercise of the **Discovery Period** shall not in any way increase or reinstate the limit of **Insurer's** liability under any Coverage Section.

I. RUN-OFF COVERAGE

In the event of a **Takeover**:

1. The **Parent Organization** shall have the right, upon payment of an additional premium calculated at the percentage of the total premium for this **Policy** set forth in Item 6. of the Declarations, to an extension of the coverage granted by this **Policy** with respect to any **Claim** first made during the **Run-Off Period**, as set forth in Item 6. of the Declarations, but only with respect to any **Wrongful Act** committed before the effective date of the **Takeover** (herein defined as "Run-Off Coverage"); provided, however, such additional premium shall be reduced by the amount of the unearned premium from the date of the **Takeover** or the date of notice of the election of the Run-Off Coverage, whichever is later, through the expiration date set forth in Item 2. of the Declarations.
2. The **Parent Organization** shall have the right to elect only one of the periods designated in Item 6. of the Declarations. The election must be made prior to the expiration of the **Policy Period**. The right to purchase a **Run-Off Period** shall terminate on the expiration of the **Policy Period**.
3. If a **Run-Off Period** is elected and purchased:
 - a. Section E. above, is deleted in its entirety and neither the **Insureds** nor the **Insurer** may cancel this **Policy** or any Coverage Section thereof;
 - b. Section H. above, is deleted in its entirety; and
 - c. The exercise of the **Run-Off Period** shall not in any way increase or reinstate the limit of the **Insurer's** liability under any Coverage Section.

J. ADDITIONAL INSURED PERSON DISCOVERY PERIOD

If the **Parent Organization** cancels or elects not to renew⁹¹ this **Policy**, including all of the applicable Coverage Sections, then any **Insured Person** who was not actively serving in their capacity as an **Insured Person** shall be entitled to an extension of the coverage granted by this **Policy** with respect to any **Claim** first made during the **Additional Insured Person Discovery Period**, but only with respect to any **Wrongful Act** committed before such **Policy** cancellation or non-renewal.

The extension of coverage during the **Additional Insured Person Discovery Period** shall not apply to the **Organization** in any respect. The extension of coverage during the **Additional Insured Person Discovery Period** shall not apply to any **Insured Person** if the **Parent Organization** has elected for the **Discovery Period** or **Run-off Period** under Section H. or I. above.

K. ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process described in this subsection.

Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, and insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this section; provided, however, that no such arbitration shall be commenced until at least sixty (60) days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process may be commenced in New York, New York or in the state indicated in Item 1. of the Declarations as the principal address of the **Parent Organization**. The **Parent Organization** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

L. TERRITORY

Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made anywhere in the world.

M. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide **Insurer** with such information, assistance and cooperation as **Insurer** reasonably may request, and they further agree that they shall not take any action which in any way increases **Insurer's** exposure under this **Policy**. In the event of any payments under this **Policy**, **Insurer** shall be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable **Insurer** effectively to bring suit or otherwise pursue subrogation in the name of the **Insureds**, and shall provide all other assistance and cooperation which **Insurer** may reasonably require.

N. ACTION AGAINST INSURER, ALTERATION AND ASSIGNMENT

Except as provided in Section J. above, Alternative Dispute Resolution, no action shall lie against **Insurer** unless, as a condition precedent thereto, there shall have been compliance with all of the terms of this **Policy**. No person or organization shall have any right under this **Policy** to join **Insurer** as a party to any action against the **Insureds** to determine their liability, nor shall **Insurer** be impleaded by the **Insureds** or their legal representative. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.

O. ENTIRE AGREEMENT

By acceptance of this **Policy**, the **Insureds** agree that this **Policy** embodies all agreements existing between them and **Insurer** or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of **Insurer** shall not effect a waiver or a change in any part of this **Policy** or estop **Insurer** from asserting any right under the terms of this **Policy** or otherwise, nor shall the terms be deemed waived or changed except by written endorsement or rider issued by **Insurer** to form part of this **Policy**.

Underwritten by Scottsdale Indemnity Company

A Stock Insurance Company, herein called the **Insurer**

BUSINESS AND MANAGEMENT INDEMNITY POLICY - NON-PROFIT ORGANIZATIONS

EMPLOYMENT PRACTICES COVERAGE SECTION

In consideration of the payment of premium, in reliance on the **Application** and subject to the Declarations, and terms and conditions of this **Policy**, the **Insurer** and the **Insureds** agree as follows:

A. INSURING CLAUSES

1. **Employee** Insuring Clause

Insurer shall pay the **Loss** of the **Insureds** which the **Insureds** have become legally obligated to pay by reason of an **Employment Practices Claim** first made against the **Insureds** during the **Policy Period** or, if elected, the **Extended Period**, and reported to the **Insurer** pursuant to subsection E.1. herein, for an **Employment Practices Wrongful Act** taking place prior to the end of the **Policy Period**.

2. **Third-Party** Insuring Clause

In the event **Third-Party** Coverage is affirmatively designated in Item 3. of the Declarations relating to this Coverage Section, the **Insurer** shall pay the **Loss** of the **Insureds** which the **Insureds** have become legally obligated to pay by reason of a **Third-Party Claim** first made against the **Insureds** during the **Policy Period** or, if elected, the **Extended Period**, and reported to the **Insurer** pursuant to subsection E.1. herein, for a **Third-Party Wrongful Act** taking place prior to the end of the **Policy Period**.

B. DEFINITIONS

1. **Claim** means any:

- a. **Employment Practices Claim**; or
- b. **Third-Party Claim**.

2. **Continuity Date** means the Continuity Date set forth in Item 3. of the Declarations relating to this Coverage Section.

3. **Costs, Charges and Expenses** means reasonable and necessary legal costs, charges, fees and expenses incurred by any of the **Insureds** in defending **Claims** and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability. **Costs, Charges and Expenses** do not include salaries, wages, fees, overhead or benefit ex-penses of or associated with officers or employees of the **Organization**.

4. **Employee** means any person who was, now is or shall become:

- a. a full-time or part-time employee of the **Organization**, including voluntary, seasonal, and temporary employees;
- b. any individual who applies for employment with the **Organization**; and
- c. any natural person who is a leased employee or is contracted to perform work for the **Organization**, or is an independent contractor for the **Organization**, but only to the extent such individual performs work or services for or on behalf of the **Organization**.

5. **Employment Practices Claim** means:

- a. a written demand against an **Insured** for damages or other relief;
- b. a civil, judicial, administrative, regulatory or arbitration proceeding or a formal governmental investigation against an **Insured** seeking damages or other relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom;
- c. a civil proceeding against an **Insured** before the Equal Employment Opportunity Commission or any similar federal, state or local governmental body, commenced by the filing of a notice of charges, investigative order or

- d. a criminal proceeding brought for an **Employment Practices Wrongful Act** in a court outside of the United States against any **Insured**, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges,

brought by or on behalf of an **Employee** in their capacity as such. **Employment Practices Claim** does not include a labor or grievance proceeding, which is pursuant to a collective bargaining agreement.

6. **Employment Practices Wrongful Act** means any actual or alleged:

- a. violation of any common or statutory federal, state, or local law prohibiting any kind of employment-related discrimination;
- b. harassment, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment, or unlawful workplace harassment, including workplace harassment by any non-employee;
- c. abusive or hostile work environment;
- d. wrongful discharge or termination of employment, whether actual or constructive;
- e. breach of an actual or implied employment contract;
- f. wrongful deprivation of a career opportunity, wrongful failure or refusal to employ or promote, or wrongful demotion;
- g. employment-related defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, or invasion of privacy;
- h. wrongful failure or refusal to adopt or enforce workplace or employment practices, policies or procedures, solely as respects employment-related discrimination or harassment;
- i. wrongful discipline;
- j. employment-related wrongful infliction of emotional distress, mental anguish, or humiliation;
- k. **Retaliation**;
- l. negligent evaluation; or
- m. negligent hiring or negligent supervision of others in connection with a. through l. above, but only if employment-related and claimed by or on behalf of any **Employee** and only if committed or allegedly committed by any of the **Insureds** in their capacity as such.

7. **Insured Persons** means all persons who were, now are or shall become:

- a. a director, officer, trustee, volunteer or committee member of the **Organization**;
- b. any **Employee**; and
- c. the functional equivalent of a director, officer, trustee, volunteer or committee member or **Employee** in the event the **Organization** incorporated or domiciled outside the United States.

8. **Insureds** means the **Organization** and any **Insured Persons**.

9. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of facts, circumstances, situations, events, transactions or causes.

10. **Loss** means the damages, judgments, settlements, pre-judgment or post-judgment interest awarded by a court, front pay and back pay, and **Costs, Charges and Expenses** incurred by any of the **Insureds**.

Loss does not include:

- a. taxes, fines or penalties;
- b. matters uninsurable under the laws pursuant to which this **Policy** is construed;

Pay Act, the Age Discrimination in Employment Act or the Family Medical Leave Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any common or statutory federal, state or local law, or the multiple portion of any multiplied damage award, except to the extent that such punitive, exemplary, or liquidated damages or the multiple portion of any multiplied damage award are insurable under the internal laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insureds**, **Insurer**, this **Policy** or the **Claim** giving rise to such damages;

- d. the cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgment, settlement or governmental authority;
- e. amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
- f. disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing benefit payments;
- g. the costs to modify or adapt any building or property to be accessible or accommodating, or to be more accessible or accommodating, to any disabled person;
- h. the cost of creating or reinstating employment;
- i. any amount owed as wages to any **Employee**, other than front pay or back pay; or
- j. any amount for which the **Insured** is not financially liable or legally obligated to pay.

11. **Retaliation** means any actual or alleged response of any of the **Insureds** to:

- a. the disclosure or threat of disclosure by an **Employee** to a superior or to any governmental agency of any act by any of the **Insureds** where such act is alleged to be a violation of any federal, state local or foreign law, whether common or statutory, or any rule or regulation promulgated thereunder;
- b. the actual or attempted exercise by an **Employee** of any right that such **Employee** has under law, including rights under any worker's compensation law, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;
- c. the filing of any claim under the Federal False Claims Act or any similar federal, state, local or foreign "whistleblower" law or "whistleblower" provision of any law; or
- d. any legally-protected **Employee** work stoppage or slowdown.

12. **Third-Party** means any natural person who is a customer, vendor, service provider, client, or other business invitee of the **Organization**; provided, however, **Third-Party** shall not include any **Employee**.

13. **Third-Party Claim** means:

- a. any written demand for damages or other relief against an **Insured**;
- b. a civil judicial, administrative or arbitration proceeding against an **Insured** seeking damages or other relief, including any appeal therefrom; or
- c. a criminal proceeding brought for an **Employment Practices Wrongful Act** in a court outside of the United States against any **Insured**, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges;

brought by or on behalf of a **Third-Party** in their capacity as such.

14. **Third-Party Wrongful Act** means any actual or alleged:

- a. harassment of a **Third-Party**, including but not limited to any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment; or
- b. discrimination against a **Third-Party**, including but not limited to any such discrimination on account of race, color, religion, age, disability or national origin.

15. **Wrongful Act** means:

b. **Third-Party Wrongful Act.**C. **EXCLUSIONS**

Insurer shall not be liable for **Loss** under this Coverage Section on account of any **Claim**:

1. for actual or alleged bodily injury, sickness, disease or death of any person, or damage to or de-struction of any tangible or intangible property including loss of use thereof, whether or not such property is physically injured; provided, however, this exclusion shall not apply to mental anguish, emotional distress or humiliation;
2. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
 - b. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act**, which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
3. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 - b. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;

including without limitation any such **Claim** by or on behalf of the **Organization**, its securities holders or creditors based upon, arising out of, or attributable to the matters described in this exclusion. Provided, however, this exclusion shall not apply to that part of any **Claim** under this Coverage Section where such **Claim** is for **Retaliation**.

For purposes of this exclusion, **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, biological, bacterial or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including materials to be reconditioned, recycled or reclaimed). **Pollutants** shall also mean any other air emission or particulate, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Insured** for consumption) and electric or magnetic or electromagnetic field;

4. for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any common or statutory federal, state or local law; provided, however, this exclusion does not apply to any such **Claim** alleging violations of the Equal Pay Act or **Retaliation**;
5. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** actually or allegedly committed subsequent to a **Takeover**;
6. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any prior or pending litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry, including without limitation any investigation by the United States Department of Labor or the United States Equal Employment Opportunity Commission, filed or pending on or before the **Continuity Date**;
 - b. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative proceeding, demand letter or formal or informal governmental investigation or inquiry, including any investigation by the United States Department of Labor or the United States Equal Employment Opportunity Commission; or
7. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act**, fact, circumstance, or situation which any of the **Insured Persons** who were, now are, or shall be directors, officers, trustees, managers or supervisory employees, had knowledge of prior to the

could reasonably be expected to give rise to such **Claim**;

8. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged responsibility, obligation or duty of any **Insured** pursuant to any workers compensation, unemployment insurance, social security, disability benefits or pension benefits or similar law; provided, however, this exclusion shall not apply to any such **Claim** alleging **Retaliation**; or
9. for that portion of **Loss** which is covered under any other Coverage Section of this **Policy**.

No **Wrongful Act** of one or more **Insureds** shall be imputed to any other **Insureds** for the purpose of determining the applicability of any of the above exclusions.

D. LIMIT OF LIABILITY AND RETENTIONS

1. The liability of the **Insurer** shall apply only to that part of **Loss** which is excess of the Retention amount applicable to this Coverage Section, as shown in Item 3. of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. If different parts of a single **Claim** are subject to different applicable Retentions under this Coverage Section, the applicable Retentions will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.
2. The amount shown in Item 3.1. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of the **Insurer** under this Coverage Section.
3. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** shall be deemed to be a single **Claim**, and such **Claim** shall be deemed to have been made at the earliest of the following times, regardless of whether such date is before or during the **Policy Period**:
 - a. the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or
 - b. the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to subsection E.2. below.
4. Payments of **Loss**, other than **Costs, Charges and Expenses**, by **Insurer** shall reduce the Limit of Liability under this Coverage Section. **Costs, Charges and Expenses** are not part of and are in addition to the Limit of Liability. Payment of **Costs, Charges and Expenses** by the **Insurer** shall not reduce the Limit of Liability. If such Limit of Liability is exhausted, the obligations of the **Insurer** under this Coverage Section shall be completely fulfilled and extinguished.

E. NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give to **Insurer** written notice of any **Claim** made against the **Insureds** as soon as practicable, but in no event later than sixty (60) days after such **Claim** is first made against the **Insureds**, or the expiration of the **Policy Period**, whichever is later. If any **Claim** is first made against the **Insureds** during the **Extended Period**, if purchased, written notice to **Insurer** must be given as soon as practicable, but in no event later than sixty (60) days after such **Claim** is first made against the **Insureds**, or the end of the **Extended Period**, whichever is later.
2. If, during the **Policy Period** or the **Discovery Period**, any of the **Insureds** first becomes aware of a specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, given written notice to **Insurer** as soon as practicable of:
 - a. a description of the **Wrongful Act** allegations anticipated;
 - b. the identity of the potential claimants;
 - c. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
 - d. the identity of the **Insureds** allegedly involved;
 - e. the consequences which have resulted or may result; and
 - f. the nature of the potential monetary damages and non-monetary relief;

then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Coverage Section to have been made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

F. SETTLEMENT AND DEFENSE

1. It shall be the duty of the **Insurer** and not the duty of the **Insureds** to defend any **Claim**. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The **Insurer's** duty to defend any **Claim** shall cease when the Limits of Liability have been exhausted.
2. The **Insurer** may make any investigation it deems necessary and shall have the right to settle any **Claim**; provided, however, no settlement shall be made without the consent of the **Parent Company**, such consent not to be unreasonably withheld.
3. Notwithstanding subsection 1. above, in the event that any **Claim** is brought as a class action, and all or any part of such **Claim** involves any actual or alleged violation of the Fair Labor Standards Act of 1938, as amended, or any similar state law, regulation or code, then it shall be the duty of the **Insureds** and not the duty of the **Insurer** to defend any such **Claim**.
4. The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Costs, Charges and Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Costs, Charges and Expenses**, assumed obligation or admission to which it has not consented. The **Insureds** shall promptly send to the **Insurer** all settlement demands or offers received by any **Insured** from the claimant(s).
5. If the **Insurer** does not have the duty to defend a **Claim**, then the **Insurer** shall have the right and shall be given the opportunity to effectively associate with, and shall be consulted in advance by, the **Insureds** regarding the defense and negotiation of any settlement of any **Claim**.
6. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** reasonably requests and agree that, in the event of a **Claim**, the **Insureds** will do nothing that shall prejudice the position of the **Insurer** or its potential or actual rights of recovery.
7. If the **Insurer** does not have the duty to defend a **Claim**, the **Insurer** shall, on a quarterly basis, advance on behalf of the **Insureds** covered **Costs, Charges and Expenses**, which the **Insureds** have incurred in connection with **Claims** made against them, prior to disposition of such **Claims**. Any advancement of **Costs, Charges and Expenses** shall be subject to the condition that such advanced amounts shall be repaid to the **Insurer** by the **Insureds** severally according to their respective interests if and to the extent the **Insureds** shall not be entitled to coverage for such **Costs, Charges and Expenses** under the terms and conditions of this **Policy**.

G. OTHER INSURANCE

1. For any **Employment Practices Claim**, if any **Loss** covered under this Coverage Section is covered under any other valid and collectible insurance, then this **Policy** shall be primary insurance; provided that with respect to that portion of an **Employment Practice Claim** made against any leased, temporary or independently contracted **Employee**, **Loss**, including **Costs, Charges and Expenses**, payable on behalf of such **Employee** under this Coverage Section will be specifically excess of and will not contribute with such other insurance, including but not limited to any such other insurance under which there is a duty to defend, unless such insurance is specifically stated to be in excess over the Limit of Liability of this Coverage Section.
2. For any **Third-Party Claim**, if any **Loss** covered under this Coverage Section is covered under any other valid and collectible insurance, then this **Policy** shall be specifically excess of and will not contribute with such other insurance, including but not limited to any such other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be excess over the Limit of Liability of this Coverage Section.

H. ALLOCATION

If the **Insurer** does not have the duty to defend a **Claim**, then the following subsections shall apply to such **Claim**.

1. If, in any **Claim** covered in whole or in part under this Coverage Section, the **Insureds** who are afforded coverage for such **Claim** incur **Loss** jointly with others, or incur an amount consisting of both **Loss** covered by this **Policy** and loss not covered by this **Policy** because such **Claim** includes both covered and uncovered matters, then the **Insureds** and the **Insurer** shall allocate such amount between covered **Loss** and uncovered loss based upon the relative legal and financial exposures and the relative benefits obtained by the parties to covered and uncovered matters.
2. If there can be an agreement between **Insureds** and the **Insurer** on an allocation of **Costs, Charges and Expenses**, the **Insurer** shall advance on a current basis covered **Costs, Charges and Expenses**. If there can be no agreement on allocation of **Costs, Charges and Expenses**, the **Insurer** shall advance on a current basis **Costs, Charges and Expenses** which the **Insurer** believes to be covered under this **Policy** until a different allocation is negotiated or arbitrated. Any advancement of **Costs, Charges and Expenses** shall be subject to, and conditioned upon receipt by the **Insurer** of, a written undertaking by the **Insureds** that such advanced amounts shall be repaid to the **Insurer** by the **Insureds** severally according to their respective interests if and to the extent that **Insureds**

3. Any negotiated or arbitrated allocation of **Costs, Charges and Expenses** on account of a **Claim** shall be applied retroactively to all **Costs, Charges and Expenses** on account of such **Claim**, notwithstanding any prior advancement to the contrary. Any allocation or advancement of **Costs, Charges and Expenses** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** on account of such **Claim** or any other **Claim**.

Underwritten by Scottsdale Indemnity Company

A Stock Insurance Company, herein called the **Insurer**

BUSINESS AND MANAGEMENT INDEMNITY POLICY - NON-PROFIT ORGANIZATIONS

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

In consideration of the payment of premium, in reliance on the **Application** and subject to the Declarations, and terms and conditions of this **Policy**, the **Insurer** and the **Insureds** agree as follows:

A. INSURING CLAUSE

Insurer shall pay the **Loss** of the **Insureds** which the **Insureds** have become legally obligated to pay by reason of a **Claim** first made against the **Insureds** during the **Policy Period** or, if elected, the **Extended Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

B. DEFINITIONS

1. **Claim** means:

- a. a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
- b. a civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
- c. a criminal proceeding against any **Insured**, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges;
- d. an arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief; or
- e. a civil, administrative or regulatory proceeding or a formal governmental investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document.

2. **Continuity Date** means the date set forth in Item 3. of the Declarations relating to this Coverage Section.

3. **Costs, Charges and Expenses** means reasonable and necessary legal costs, charges, fees and expenses incurred by any of the **Insureds** in defending **Claims** and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability. **Costs, Charges and Expenses** do not include salaries, wages, fees, overhead or benefit expenses of or associated with officers or employees of the **Organization**.

4. **Insured Persons** means all persons who were, now are or shall become:

- a. a director, officer, trustee, volunteer, committee member or employee of the **Organization**; and
- b. the functional equivalent of a director, officer, trustee, volunteer, committee member or employee in the event the **Organization** is incorporated or domiciled outside the United States.

5. **Insureds** mean the **Organization** and the **Insured Persons**.

6. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of facts, circumstances, situations, events, transactions or causes.

7. **Loss** means damages, judgments, settlements, pre-judgment or post-judgment interest awarded by a court, and **Costs, Charges and Expenses** incurred by any of the **Insureds**.

Loss does not include:

- a. taxes, fines or penalties;
- b. matters uninsurable under the laws pursuant to which this **Policy** is construed;

that such punitive or exemplary damages, or ~~the~~ multiple portion of any multiplied damage award are insurable under the internal laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insureds**, **Insurer**, this **Policy** or the **Claim** giving rise to such damages;

- d. the cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgment, settlement or governmental authority;
 - e. any amount for which the **Insured** is not financially liable or legally obligated to pay;
 - f. the costs to modify or adapt any building or property to be accessible or accommodating or more accessible or accommodating, to any disabled person; or
 - g. any amounts owed or paid under any written or express contract or agreement.
8. **Personal Injury Act** means false arrest, wrongful detention or imprisonment, malicious prosecution, invasion of privacy, or wrongful entry or eviction.
9. **Publisher Liability Act** means defamation, infringement of copyright or trademark, unauthorized use of title, plagiarism or misappropriation of ideas.
10. **Wrongful Act** means any actual or alleged error, omission, misleading statement, misstatement, neglect, breach of duty or act, **Publisher Liability Act** or **Personal Injury Act** allegedly committed or attempted by any **Insured**, while acting in their capacity as such, or any matter claimed against any **Insured Persons** solely by reason of his or her serving in such capacity.

C. EXCLUSIONS

Insurer shall not be liable for **Loss** under this Coverage Section on account of any **Claim**:

- 1. for actual or alleged bodily injury, sickness, disease, death, assault, battery, mental anguish, emotional distress, or damage to or destruction of any tangible or intangible property including loss of use thereof, whether or not such property is physically injured;
- 2. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
 - b. any other **Wrongful Act**, whenever occurring, which together with a **Wrongful Act** which has been the subject of such prior notice, would constitute **Interrelated Wrongful Acts**;
- 3. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 - b. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;

For purposes of this exclusion, **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, biological, bacterial or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including materials to be reconditioned, recycled or reclaimed). **Pollutants** shall also mean any other air emission or particulate, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Insured** for consumption) and electric or magnetic or electromagnetic field;

- 4. for any actual or alleged violation of the responsibilities, obligations or duties imposed by Employee Retirement Income Security Act of 1974, as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory or common law;
- 5. brought or maintained by, on behalf of, in the right of, or at the direction of any **Insured** in any capacity, unless such **Claim**:

and totally without the solicitation, assistance⁹⁴ active participation of, or intervention of, any **Insured**;

- b. is brought or maintained by any **Insured** in the form of a cross-claim, third-party claim or other proceeding for contribution or indemnity which is part of, and directly results from a **Claim** that is covered by this Coverage Section; or
- c. is brought or maintained by any bankruptcy trustee or bankruptcy appointed representative of the **Organization**;

6. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

- a. any dishonest, deliberately fraudulent or criminal act of any **Insured**; provided, however this exclusion 6.a. shall not apply unless and until there is a final judgment against such **Insured** as to such conduct; or
- b. the gaining of any profit, remuneration or financial advantage to which any **Insured Person** was not legally entitled; provided, however, that this exclusion 6.b. shall not apply unless and until there is a final judgment against such **Insured Person** as to such conduct;

when this exclusion applies, the **Insured** shall reimburse the **Insurer** for any **Costs, Charges or Expenses** advanced;

7. for the return by any of the **Insured Person** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Organization**, which payment without such previous approval shall be held to be in violation of law;

8. against any of the **Insured Person** of any **Subsidiary** or against any **Subsidiary** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** actually or allegedly committed or attempted by a **Subsidiary** or **Insured Person** thereof:

- a. before the date such entity became a **Subsidiary** or after the date such entity ceased to be a **Subsidiary**; or
- b. occurring while such entity was a **Subsidiary** which, together with a **Wrongful Act** occurring before the date such entity became a **Subsidiary**, would constitute **Interrelated Wrongful Acts**;

9. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** actually or allegedly committed subsequent to a **Takeover**;

10. for a **Wrongful Act** actually or allegedly committed or attempted by any of the **Insured Person** in his or her capacity as a director, officer, trustee, manager, member of the board of managers or equivalent executive of a limited liability Organization or employee of, or independent contractor for or in any other capacity or position with any entity other than the **Organization**;

11. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

- a. any prior or pending litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry filed or pending on or before the **Continuity Date**; or
- b. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry;

12. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act**, fact, circumstance or situation which any of the **Insureds** had knowledge of prior to the **Continuity Date** where such **Insureds** had reason to believe at the time that such known **Wrongful Act** could reasonably be expected to give rise to such **Claim**;

13. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any employment or employment-related matters brought by or on behalf of or on the right of an applicant for employment with the **Organization** or any **Insured Person**;

14. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged breach of any contract or agreement; provided, however, this exclusion shall not apply to **Costs, Charges and Expenses**; or

15. for that portion of **Loss** which is covered under any other Coverage Section of this **Policy**.

D. LIMIT OF LIABILITY AND RETENTIONS

1. The liability of the **Insurer** shall apply only to that part of **Loss**, which is excess of the Retention amounts applicable to this Coverage Section, as shown in Item 3. of the Declarations. Such Retentions shall be borne uninsured by the **Insureds** and at their own risk. If different parts of a single **Claim** are subject to different applicable Retentions under this Coverage Section, the applicable Retentions will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.
2. The amount shown in Item 3. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of **Insurer** under this Coverage Section.
3. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times, regardless of whether such date is before or during the **Policy Period**:
 - a. the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** is first made; or
 - b. the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Section E.2., below.
4. Payments of **Loss**, other than **Costs, Charges and Expenses** by **Insurer** shall reduce the Limit of Liability under this Coverage Section. **Costs, Charges and Expenses** are not part of and are in addition to the Limit of Liability. Payment of **Costs, Charges and Expenses** by the **Insurer** does not reduce the Limit of Liability. If such Limit of Liability is exhausted, the obligations of the **Insurer** under this Coverage Section are completely fulfilled and extinguished.

E. NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than sixty (60) days after the end of the **Policy Period**. If any **Claim** is first made against the **Insureds** during the **Extended Period**, if purchased, written notice to **Insurer** must be given as soon as practicable, but in no event later than sixty (60) days after the end of the **Extended Period**.
2. If, during the **Policy Period** or the **Discovery Period**, if purchased, any of the **Insureds** first becomes aware of a specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, give written notice to **Insurer** as soon as practicable of:
 - a. a description of the **Wrongful Act** allegations anticipated;
 - b. the identity of the potential claimants;
 - c. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
 - d. the identity of the **Insureds** allegedly involved;
 - e. the consequences which have resulted or may result; and
 - f. the nature of the potential monetary damages and non-monetary relief;

then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. Notice to **Insurer** shall be given to the address shown under Item 8. of the Declarations for this **Policy**.

F. SETTLEMENT AND DEFENSE

1. It shall be the duty of the **Insurer** and not the duty of the **Insureds** to defend any **Claim**. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The **Insurer's** duty to defend any **Claim** shall cease when the Limit of Liability has been exhausted.

however, no settlement shall be made without the consent of the **Parent Company**, such consent not to be unreasonably withheld.

3. The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Costs, Charges and Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Costs, Charges and Expenses**, assumed obligation or admission to which it has not consented. The **Insureds** shall promptly send to the **Insurer** all settlement demands or offers received by any **Insured** from the claimant(s).
4. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** reasonably requests and agree that, in the event of a **Claim**, the **Insureds** will do nothing that shall prejudice the position of the **Insurer** or its potential or actual rights of recovery.

G. OTHER INSURANCE

If any **Loss** covered under this Coverage Section is covered under any other valid and collectible insurance, then this **Policy** shall cover the **Loss**, subject to its terms and conditions, only to the extent that the amount of the **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability for this Coverage Section.

Scottsdale Indemnity Company ⁹⁷			Endorsement No. 1
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVISORY BOARD EXTENSION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section **B. DEFINITIONS**, subsection **4.**:

Insured Persons means all persons who were, now are or shall become:

members of the Advisory Board of the Organization.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company ⁹⁸			Endorsement No. 2
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALLOCATION PROVISION

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS COVERAGE SECTION

The following Section P., **ALLOCATION**, is added to the General Terms and Conditions Section.

P. ALLOCATION

1. In the event the **Insurer** has the duty to defend a **Claim** under any Coverage Section in which both **Loss** that is covered by the applicable Coverage Section and loss which is not covered by the applicable Coverage Section is incurred, either because such **Claim** includes both covered and uncovered matters or because such **Claim** is made against both covered and uncovered parties, then:
 - a. this **Policy** shall pay one hundred percent (100%) of **Costs, Charges and Expenses** incurred by such **Insured** on account of such **Claim**; and
 - b. there shall be a fair and equitable allocation of any remaining loss incurred by such **Insured** on account of such **Claim** between covered **Loss** and uncovered loss based upon the relative legal and financial exposures and the relative benefits obtained.
2. In the event the **Insured** has the duty to defend a **Claim** under any Coverage Section in which both **Loss** that is covered by the applicable Coverage Section and loss which is not covered by the applicable Coverage Section is incurred, either because such **Claim** includes both covered and uncovered matters or because such **Claim** is made against both covered and uncovered parties, then the **Insured** and the **Insurer** shall use their best efforts to determine a fair and proper allocation as between such insured and uninsured loss, taking into account the relative legal and financial exposures and the relative benefits obtained.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		99 Endorsement No. 3	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CONDUCT EXCLUSION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

In consideration of the premium paid, it is agreed that section C., **EXCLUSIONS**, subsection 6. is deleted in its entirety and replaced by the following:

6. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any dishonest, deliberately criminal or fraudulent act committed by an **Insured**, if established by a final non-appealable adjudication in the underlying action or proceeding; or
 - b. any personal profit, remuneration or other financial advantage gained by an **Insured Person** to which such **Insured Person** is not legally entitled, if established by a final non-appealable adjudication in the underlying action or proceeding.

When 6.a. or 6.b. applies, the **Insured** shall reimburse the **Insurer** for any **Costs, Charges or Expenses**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		100 Endorsement No. 4	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CONDUCT EXCLUSION-FOREIGN JURISDICTION-CALIFORNIA

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section C., **EXCLUSIONS**, subsection 6. is deleted in its entirety and replaced by the following:

alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

- a. any dishonest, deliberately fraudulent or criminal act of an **Insured**; or
- b. the gaining of any profit, remuneration or financial advantage to which any **Insured Persons** were not legally entitled;

if established by a final, non-appealable adjudication in such **Claim** or a guilty plea or other written admission under oath by such **Insured**; provided, however, exclusion a. shall not apply to any such **Claim** for a criminal act made in a jurisdiction outside the United States, unless and to the extent, such criminal act under such foreign jurisdiction would be considered a criminal act under any federal, state or local law or act within any jurisdiction in the United States;

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		101 Endorsement No. 5	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF INSURED PERSON-LEASED/CONTRACTED EMPLOYEES

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section B., **DEFINITIONS**, subsection 4.:

Insured Person means any person who was, now is, or shall become:

any natural person who is a leased employee or is contracted to perform work for the **Organization**, or is an independent contractor for the **Organization**, but only to the extent such individual performs work or services for or on behalf of the **Organization**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		102	Endorsement No. 6
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF THIRD PARTY ENDORSEMENT

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

Section B., **DEFINITIONS**, subsection 12. is deleted and replaced by the following:

12. **Third-Party** means any customer, client, or other natural person other than an **Employee** or applicant for employment with the **Organization**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		103	Endorsement No. 7
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DISCOVERY ELECTION - 90 DAYS

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

Section H., **DISCOVERY PERIOD**, subsection 2., is replaced by:

2. As a condition precedent to the right to purchase the **Discovery Period** set forth in subsection H.1. above, the total premium for the **Policy** must have been paid. Such right to purchase the **Discovery Period** shall terminate unless written notice, together with full payment of the premium for the **Discovery Period**, is received by **Insurer** within ninety (90) days after the effective date of cancellation, or, in the event of a refusal to renew, within ninety (90) days after the **Policy** expiration date. If such notice and premium payment is not so given to **Insurer**, there shall be no right to purchase the **Discovery Period**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		104 Endorsement No. 8	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND INSURED VERSUS INSURED EXCLUSION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section C., **EXCLUSIONS**, subsection 5., is amended by adding the following:

is brought or maintained by any former director or officer of the **Organization** and where such **Claim** is solely based upon and arising out of **Wrongful Acts** committed subsequent to the date such director or officer ceased to be a director or officer of the **Organization** and where such **Claim** is first made two (2) years subsequent to the date such director or officer ceased to be a director or officer of the **Organization**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		105	Endorsement No. 9
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE OF CIRCUMSTANCES

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

Section E., **NOTIFICATION**, subsection 2. is replaced by:

2. If during the **Policy Period** or the **Discovery Period**, if purchased, any of the **Insureds** first become aware of specific facts or circumstances which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, give written notice to **Insurer** as soon as practicable of:
 - a. a description of the facts, circumstances, or allegations anticipated;
 - b. the identity of potential claimants;
 - c. the circumstances by which the **Insureds** first became aware of the facts or circumstances;
 - d. the identity of the **Insureds** allegedly involved;
 - e. the consequences which have resulted or may result; and
 - f. the nature of the potential monetary damages and non-monetary relief;

then any **Claim** made subsequently arising out of such facts or circumstances shall be deemed for the purposes of this Coverage Section to have been made at the time such notices was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such facts or circumstances results in a **Claim**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		106 Endorsement No. 10	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE OF CIRCUMSTANCES

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section E., **NOTIFICATION**, subsection 2. is replaced by:

2. If during the **Policy Period** or the **Discovery Period**, if purchased, any of the **Insureds** first become aware of specific facts or circumstances which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, give written notice to **Insurer** as soon as practicable of:
 - a. a description of the facts, circumstances, or allegations anticipated;
 - b. the identity of potential claimants;
 - c. the circumstances by which the **Insureds** first became aware of the facts or circumstances;
 - d. the identity of the **Insureds** allegedly involved;
 - e. the consequences which have resulted or may result; and
 - f. the nature of the potential monetary damages and non-monetary relief;

then any **Claim** made subsequently arising out of such facts or circumstances shall be deemed for the purposes of this Coverage Section to have been made at the time such notices was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such facts or circumstances results in a **Claim**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		107	Endorsement No. 11
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE PROVISION - EPL

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

The following is added to Section **E. NOTIFICATION**:

A **Claim** shall be deemed to have been first made against the **Insureds** on the date an **Insured** who is an executive officer, or a director, trustee, general counsel or human resources director (or equivalent positions) of any **Organization** becomes aware of such **Claim**.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company		108	Endorsement No. 12
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE PROVISION - INSURED PERSON AND ORGANIZATION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section **E. NOTIFICATION**:

A **Claim** shall be deemed to have been first made against the **Insureds** on the date an **Insured** who is an executive officer, or a director, trustee, or general counsel (or equivalent position) of any **Organization** becomes aware of such **Claim**.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company		109	Endorsement No. 13
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE PROVISION 60 DAYS - EPL

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

Section E., **NOTIFICATION**, subsection 1. is replaced by:

The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than sixty (60) days after the end of the **Policy Period**. If any **Claim** is first made against the **Insureds** during the **Extended Period**, if purchased, written notice to **Insurer** must be given as soon as practicable, but in no event later than sixty (60) days after the end of the **Extended Period**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		110 Endorsement No. 14	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND OTHER INSURANCE TO BE PRIMARY

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section G., **OTHER INSURANCE**, is replaced by:

G. OTHER INSURANCE

For any **Claim**, if any **Loss** covered under this Coverage Section is covered under any other valid and collectable insurance, then this **Policy** shall be primary insurance, unless expressly written to be excess over other applicable insurance.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company ¹¹¹			Endorsement No. 15
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND SUBROGATION PROVISION - FINAL JUDGMENT

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS SECTION

Section M., **ASSISTANCE, COOPERATION AND SUBROGATION**, is deleted in its entirety and replaced by the following:

M. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide **Insurer** with such information, assistance and cooperation as **Insurer** reasonably may request, and they further agree that they shall not take any action which in any way increases **Insurer's** exposure under this **Policy**. In the event of any payments under this **Policy**, **Insurer** shall be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable **Insurer** effectively to bring suit or otherwise pursue subrogation in the name of the **Insureds**, and shall provide all other assistance and cooperation which **Insurer** may reasonably require. In no event, however, shall the **Insurer** exercise its right of subrogation against an **Insured** under this **Policy** unless such **Insured** has been convicted of a deliberate criminal act; or has committed a deliberate fraudulent act, if a final judgment establishes that such deliberate fraudulent act was committed; or has obtained any profit or advantage to which a final judgment establishes the **Insured** was not legally entitled.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		112 Endorsement No. 16	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND WARRANTY PROVISION - NON-RESCINDABLE COVERAGE

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

Under Section **D. WARRANTY**, paragraph **2.** is replaced by:

2. In the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive, or contains any misrepresentation or omission which materially affects either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Policy**, this **Policy**, including each and all Coverage Sections, shall not afford coverage to the following **Insureds** for any **Claim** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any untruthful or inaccurate statements, representations or information:
 - a. any **Insured** who is a natural person and who knew the facts misrepresented or the omissions, whether or not such individual knew of the **Application**, such materials, or this **Policy**;
 - b. any **Organization** or **Sponsor Organization** to the extent it indemnifies any **Insured** referred to in subsection a. above; and
 - c. any **Organization**, **Sponsor Organization**, **Plan**, or any other entity that is an **Insured**, if any past or present chief executive officer, chief financial officer, general counsel, risk manager or human resources director (or equivalent positions) of the **Parent Organization** knew the facts misrepresented or the omissions, whether or not such individual knew of the **Application**, such materials, or this **Policy**.

With respect to any statement, representation or information contained in the **Application**, or in the materials submitted or required to be submitted therewith, and solely with respect to the above exclusion, no knowledge possessed by any **Insured** who is a natural person shall be imputed to any other **Insured** who is a natural person.

The following condition is added:

NON-RESCINDABLE

The **Insurer** shall not be entitled under any circumstances to rescind any Coverage Section of this **Policy** with respect to any **Insured**. Nothing contained in this section shall limit or waive any other rights or remedies available to the **Insurer**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company		113	Endorsement No. 17
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - CALIFORNIA

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

The following is added to Section E., **CANCELLATION**:

If the **Insurer** chooses to non-renew this **Policy**, or to condition renewal upon a reduction of the **Policy's** applicable Limits of Liability, an elimination of coverage, an increase in Retention or an increase of more than twenty-five percent (25%) of the current **Policy's** premium, the **Insurer** will deliver or mail to the **Parent Organization** and to its agent of record, if any, written notice stating such at least sixty (60) days and not more than one hundred twenty (120) days before the expiration date of the **Policy Period**, plus:

1. five (5) days for mailing to an addressee in California (sixty-five [65] to one hundred twenty-five [125] days);
2. ten (10) days for an addressee outside California (seventy [70] to one hundred thirty [130] days; or
3. twenty (20) days for an addressee outside the U.S.A. (eighty [80] to one hundred forty [140] days).

Proof of mailing is sufficient proof of notice.

Scottsdale Indemnity Company ¹¹⁴				Endorsement No. 18
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured		Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation		29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED INSURED PERSONS VERSUS ORGANIZATION

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section C., **EXCLUSIONS**, subsection 5. is deleted in its entirety and replaced with the following:

5. brought or maintained by, on behalf of, in the right of, or at the direction of the **Organization** in any capacity, unless such **Claim**:
 - a. is brought derivatively on behalf of such **Organization** and is instigated and continued totally independent of, and totally without the solicitation, assistance, active participation of, or intervention of, any **Insured**; or
 - b. is brought or maintained by any **Insured** in the form of a cross-claim, third-party claim or other proceeding for contribution or indemnity which is part of, and directly results from a **Claim** that is covered by this Coverage Section;

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		115 Endorsement No. 19	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED INSURED VERSUS INSURED EXCLUSION - FOREIGN JURISDICTION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section C., **EXCLUSIONS**, is amended by adding the following to subsection 5.:

is brought or maintained in a jurisdiction outside the United States of America, Canada or Australia by any **Insured Persons** of the **Organization** solely where such **Organization** is domiciled or chartered in such foreign jurisdiction;

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		116 Endorsement No. 20	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED INSURED VERSUS INSURED EXCLUSION WHISTLEBLOWER CARVEBACK

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section C., **EXCLUSIONS**, subsection 5.:

- is brought or maintained by an employee of the **Organization** who is not or was not a director or officer of the **Organization**, including any such **Claim** brought or maintained under the Federal False Claims Act or any similar federal, state, local or foreign "whistleblower" law or "whistleblower" provision of any law.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company			117 Endorsement No. 21
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED INSURED VERSUS INSURED EXCLUSION WITH CREDITOR COMMITTEE CARVEBACK

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section C., **EXCLUSIONS**, subsection 5., is amended by adding the following:

- is brought or maintained by any bankruptcy trustee or bankruptcy appointed representative of the **Organization**, or creditors committee of the **Organization**, or any assignee thereof;

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		118	Endorsement No. 22
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COST OF INVESTIGATIONS COVERAGE

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

It is agreed that:

The following is added to Section B., **DEFINITIONS**:

Cost of Investigation means reasonable and necessary legal costs, charges, fees and expenses incurred by any of the **Insureds** in investigating a written demand, by one or more of the securities holders of the **Organization** upon the board of directors, the management board of the **Organization** or the **Organization**, to bring a civil proceeding, including any derivative action, against any of the directors and officers on behalf of the **Organization**.

The following is added to Section B., **DEFINITIONS**, subsection 1.:

a written demand, by one or more of the securities holders of the **Organization** upon the board of directors, the management board of the **Organization** or the **Organization**, to bring a civil proceeding, including any derivative action, against any of the directors and officers on behalf of the **Organization**.

Section B., **DEFINITIONS**, subsection 3. is deleted in its entirety and is replaced by:

3. **Costs, Charges and Expenses** means:

a. reasonable and necessary legal costs, charges, fees and expenses incurred by any of the **Insureds** in defending **Claims** and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability and;

b. cost of investigation.

Costs, Charges and Expenses do not include salaries, wages, fees, overhead or benefit expenses of or associated with officers or employees of the **Organization**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		119	Endorsement No. 23
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS FUND FOR NON-PROFITS - CRISIS COMMUNICATIONS MANAGEMENT INSURANCE

In consideration of the additional premium paid of \$1,856, it is agreed that this endorsement modifies insurance provided under the following.

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

I. Section A., **INSURING CLAUSE**, is amended by adding the following Insuring Clause:

- **CRISIS MANAGEMENT COVERAGE**

This **Policy** shall pay the **Crisis Management Loss** of the **Organization** arising from a **Crisis Management Event** first commencing during the **Policy Period**.

II. Solely with respect to the coverage provided by this endorsement, Section B., **DEFINITIONS**, is amended to include the following:

- **Material Effect** shall mean the publication of unfavorable information regarding the **Organization** which can reasonably be considered to lessen public confidence in the competence of the **Organization**. Such publication must occur in either:

1. A daily newspaper of general circulation; or
2. A radio, television or internet news report on an **Organization**.

- **Crisis Management Event** shall mean one of the following events which, in the good faith opinion of the **Organization**, did cause or is reasonably likely to cause, a **Material Effect**:

1. Management Crisis:

The death, incapacity or criminal indictment of any director, trustee or officer, including, but not limited to, the executive director, of the **Organization**, or any employee of the **Organization** on whom the **Organization** maintains key person life insurance.

2. Member Abuse:

The public announcement or accusation that an individual under the management control of the **Organization** has intentionally caused bodily injury to, or death of, a member or proposed member of the **Organization**, or has sexually abused a member of the **Organization**.

3. Debt default:

The public announcement that the **Organization** has defaulted or intends to default on its debt.

The public announcement that the **Organization** intends to file for bankruptcy protection or that a third-party is seeking to file for involuntary bankruptcy on behalf of the **Organization**, or the imminence of bankruptcy proceedings, whether voluntary or involuntary.

5. Contribution Revocation:

The withdrawal or return of any non-governmental grant, contribution or bequest in excess of \$500,000.

For the purpose of this endorsement, a **Crisis Management Event** shall first commence when the **Organization** or any of its directors or executive officers shall first become aware of the event during the **Policy Period** and shall conclude at the earliest of the time when the **Crisis Management Firm** advises the **Organization** that the crisis no longer exists or when the **Crisis Management Fund Sub-limit** has been exhausted.

- **Crisis Management Firm** shall mean any public relations firm, crisis management firm or law firm hired by the **Organization** or its directors, officers or employees to perform **Crisis Management Services** in connection with a **Crisis Management Event**, the selection of which has been consented to by the **Insurer**, which consent shall not be unreasonably withheld.
- **Crisis Management Loss** shall mean the following amounts incurred during the pendency of or within ninety (90) days prior to and in anticipation of, the **Crisis Management Event**, regardless of whether a **Claim** is ever made against an **Insured** arising from the **Crisis Management Event** and, in the case where a **Claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the **Claim**:
 1. Amounts for which the **Organization** is legally liable for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Organization** arising from a **Crisis Management Event**; and
 2. Amounts for which the **Organization** is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agent of the **Organization** or the **Crisis Management Firm**, in connection with the **Crisis Management Event**.
- **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Organization** or any of its directors, officers or employees on minimizing the potential harm to the **Organization** arising from the **Crisis Management Event**, including, but not limited, to maintaining and restoring public confidence in the **Organization**.

III. Solely with respect to the coverage provided by this endorsement, Section B., **DEFINITIONS**, 7. **Loss** is amended as follows:

- **Loss** shall include **Crisis Management Loss**.

IV. Solely with respect to the coverage provided by this endorsement, Section C., **EXCLUSIONS**, is amended by adding the following:

- alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - any **Claim** which has been reported, or any circumstances of which notice has been given, under any policy of which this **Policy** is a renewal or replacement or which it may succeed in time;
 - any pending or prior litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry, including any investigation by the U.S. Department of Labor or the U.S. Equal Employment Opportunity Commission, filed or pending as of 02/01/2013;
 - any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry, including any investigation by the U.S. Department of Labor or the U.S. Equal Employment Opportunity Commission; or

- the hazardous properties of nuclear materials.

V. Solely with respect to this endorsement, the following is added to Section D., **LIMIT OF LIABILITY AND RETENTIONS**:

- **Crisis Management Fund Sublimit:** \$10,000
- The limit of the **Insurer's** liability for **Crisis Management Loss** arising from all **Crisis Management Events** occurring during the **Policy Period**, in the aggregate, shall be the amount set forth in this endorsement as the **Crisis Management Fund Sublimit**. This sublimit shall be the maximum liability of the **Insurer** under this endorsement, regardless of the number of **Crisis Management Events** occurring during the **Policy Period**, provided however, that this single **Crisis Management Fund Sublimit** shall be part of and not in addition to the Limit of Liability maximum aggregate for this Coverage Section stated in Item 3.1. of the Declarations, which shall in all events be the maximum liability of the **Insurer** for all **Loss** under this **Policy**.
- There shall be no retention amount applicable to **Crisis Management Loss**.

VI. Solely with respect to this endorsement, the following is added to Section E., **NOTIFICATION**:

- An actual or anticipated **Crisis Management Event** shall be reported to the **Insurer** as soon as practicable, but in no event later than thirty (30) days after the **Organization** first incurs **Crisis Management Loss** for which the coverage will be requested under this endorsement.

VII. Solely with respect to this endorsement, Section F., **SETTLEMENT AND DEFENSE**, is amended as follows:

- There shall be no requirement for the **Organization** to obtain prior written approval of the **Insurer** before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the **Organization** to perform the **Crisis Management Services** has been approved by the **Insurer**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		122	Endorsement No. 24
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYED LAWYERS EXTENSION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section B.4.:

Employed Lawyers of the Organization

The following definition is added to Section B.:

Employed Lawyers means:

employees of the **Organization** who:

1. are admitted to practice law in one or more jurisdictions in the United States of America; and
2. are employed within the **Organization's** office of the general counsel or its functional equivalent; and
3. acting solely in the capacity of providing professional legal services to the **Organization**.

An individual shall not be deemed to be an **Employed Lawyer** to the extent such individual renders or rendered professional legal services to persons or entities other than the **Insureds**.

Scottsdale Indemnity Company		123	Endorsement No. 25
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE PRIVACY COVERAGE WITH SUB-LIMIT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

It is agreed that the Employment Practices Coverage Section is amended as follows:

1. Section A., **INSURING CLAUSES**, is amended by adding the following:

Employee Privacy Insuring Clause

Insurer shall pay the **Loss** of the **Insureds** which the **Insureds** have become legally obligated to pay by reason of an **Employee Privacy Claim** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.1. herein, for a **Privacy Wrongful Act** taking place prior to the end of the **Policy Period**.

Cost of Employee Notification Insuring Clause

Insurer shall pay the **Cost of Employee Notification** of the **Insureds** resulting from an **Employee Personal Information Breach** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.4. added below.

2. Section B., **DEFINITIONS**, subsection 1. is amended by adding the following:

Employee Privacy Claim

3. Section B., **DEFINITIONS**, subsection 10. is amended by adding the following:

- **Loss** also includes **Cost of Employee Notification**

4. Section B., **DEFINITIONS**, subsection 15. is amended by adding the following:

Privacy Wrongful Act.

5. Section B., **DEFINITIONS**, is amended by adding the following:

Cost of Employee Notification means:

- a. any reasonable and necessary cost or expense of the **Organization** to notify any **Employee** of any **Employee Personal Information Breach** as required under any **Privacy Act**; and

Personal Information Breach for the length of time as set forth under any **Privacy Act**.

Employee Personal Information means any personal information not available to the general public of any **Employee** where such non-public personal information can be used to identify such natural person and where such non-public information is solely in the custody, care or control of the **Organization** or another entity at the direction and consent of the **Organization**. Such **Personal Information** shall include, but not be limited to a natural person's name, address, telephone number, date of birth, social security number, account number, history of account transactions, account balance, account relationships, credit card number, medical records, medical history and any other non-public personal information as set forth in any **Privacy Act**.

Employee Personal Information Breach means:

- a. the unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosure of **Employee Personal Information** which compromises the security or privacy of such **Employee Personal Information**, including, but not limited to:
 - i. the unauthorized and fraudulent taking of **Employee Personal Information** by reason of a breach or failure of any hardware, software, or firmware the **Organization** owns, leases or controls on premises or elsewhere or the similar technology of another entity that controls, maintains or stores **Employee Personal Information** at the direction and consent of the **Organization**; or
 - ii. the actual unauthorized taking of physical **Employee Personal Information** by any person, employee or entity.

Employee Privacy Claim means:

- a. a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
- b. a civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
- c. an arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief;
- d. a civil, administrative or regulatory proceeding, or a formal governmental investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document; or
- e. a written request to toll or waive any statute of limitations

brought by or on behalf of an **Employee** in their capacity as such and solely alleging a **Privacy Wrongful Act**.

Privacy Act means any federal, state or local statutory or common law relating solely to **Employee Personal Information** or any rules or regulations promulgated thereunder, including, but not limited to The Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Section 1798 of the California Civil Code.

Privacy Policy means the internal or publicly accessible written documents that set forth the policies, standards and procedures of the **Organization** for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Employee Personal Information**.

Privacy Wrongful Act means:

- a. the failure of the **Organization** to timely disclose an incident or event triggering a violation of a **Privacy Act**; or

- i. prohibits or restricts the disclosure, sharing or selling of an **Employee's Personal Information**;
- ii. requires the **Organization** to provide access to **Employee Personal Information** or to correct incomplete or inaccurate **Employee Personal Information** after a request is made by an **Employee**; or
- iii. mandates procedures and requirements to prevent the loss of **Employee Personal Information**.

6. Section E., **NOTIFICATION**, is amended by adding the following subsection:

- The **Insureds** shall, as a condition precedent to their rights to payment for the **Cost of Employee Notification** under this endorsement, give the **Insurer** written notice of any **Employee Personal Information Breach** as soon as practicable after the **Insured** discovers such **Employee Personal Information Breach**, but in no event later than sixty (60) days after such discovery. The **Insurer** will pay for the **Cost of Employee Notification** sustained by the **Insured** resulting from an **Employee Personal Information Breach** occurring at any time and discovered by the **Insured** during the **Policy Period**. Discovery of the **Employee Personal Information Breach** occurs when an officer, director, Insurance Manager or Risk Manager first becomes aware of facts which would cause a reasonable person to assume that an **Employee Personal Information Breach** covered by this Coverage Section has occurred, even though the exact amount or details of any **Cost of Employee Notification** may not then be known. Discovery also occurs when the **Insured** receives notice of an actual or a potential **Claim** against it alleging facts that, if true, would constitute a covered **Employee Privacy Claim** for a **Privacy Wrongful Act**.

7. The following Section is added to the Employment Practices Coverage Section:

I. DUTIES IN THE EVENT OF AN EMPLOYEE PERSONAL INFORMATION BREACH

After the **Insured** discovers an **Employee Personal Information Breach** or a situation that may result in an **Employee Personal Information Breach** that may be covered under this Endorsement, the **Insured** must:

1. submit to an examination under oath at the **Insurers** request and give the **Insurer** a sworn statement of the answers of the **Insured**;
2. provide the **Insurer** with a sworn proof of loss within forty-five (45) days after discovery which shall provide, at a minimum:
 - a. the date and circumstances surrounding discovery, including the name(s) of the person(s) making the discovery;
 - b. details of how the **Employee Personal Information Breach** occurred or will occur;
 - c. the amount of actual loss known and an estimate of the total loss expected to result; and
 - d. a description of all known sources of recovery to reduce the **Cost of Employee Notification**;
3. provide the **Insurer** with all information, assistance and cooperation as the **Insurer** may reasonably request in the investigation of the **Employee Personal Information Breach** and corresponding **Cost of Employee Notification**;
4. not incur any **Cost of Employee Notification** without the written consent of the **Insurer**; and

the **Employee Personal Information Breach** involves a violation of law.

8. Notwithstanding, Section G., **OTHER INSURANCE**, If any coverage under this endorsement is also covered under any other valid and collectable insurance, then the coverage provided by this endorsement shall be specifically excess of, and will not contribute with, such other insurance, including but not limited to any such other insurance under which there is a duty to defend.
9. The maximum aggregate Limit of Liability as a result of coverage provided by this endorsement for all **Loss** as a result of all **Employee Privacy Claims** and **Cost of Employee Notification** shall be \$10,000, which sum shall be part of and not in addition to the Limit of Liability identified in Item 3.1.a. of the Declarations relating to the Employment Practices Coverage Section, and Item 3.1.b., additional aggregate for **Costs, Charges and Expenses**, shall not be applicable to, nor available for, the coverage provided by this endorsement.
10. The Retention listed in Item 3.2.a. of the Declarations relating to the Employment Practices Coverage Section for **Employment Practices Claims** applies to each **Employee Privacy Claim** under this **Employee Privacy** Insuring Clause. The Retention amount applicable to the **Cost of Employee Notification** is an amount equal to twenty percent (20%) of the Retention listed in Item 3.2.a. of the Declarations relating to the Employment Practices Coverage Section for **Employment Practices Claims**. The Retention for the **Cost of Employee Notification** shall be applied only once for each discovery of an **Employee Personal Information Breach**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		127 Endorsement No. 26	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS BENEFIT TRANSACTION EXCISE TAX COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section B. DEFINITIONS:

Excess Benefit Transaction Excise Tax means any excise tax imposed by the Internal Revenue Service on an **Insured Person** who is an **Organization Manager** as a result of such **Insured Person's** participation in an **Excess Benefit Transaction**;

Organization Manager means "organization manager" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended;

Excess Benefit Transaction means an "excess benefit transaction" as that term is defined in Section 4958; and

Disqualified Person means a "disqualified person" as that term is defined in Section 4958.

Section **B. DEFINITIONS**, Section **7.**, paragraph **a.** is replaced by the following:

- a. taxes, fines or penalties other than **Excess Benefit Transaction Excise Tax**; provided, however, coverage for such **Excess Benefit Transaction Excise Tax** shall not include:
 - i. any Excess Benefit Transaction Excise Tax exceeding \$10,000;
 - ii. any Excess Benefit Transaction Excise Tax expressly prohibited in the bylaws, certificate of incorporation or other organizational documents of the **Insured Organization**;
 - iii. any excise tax imposed by the Internal Revenue Service on any **Disqualified Person** for any **Excess Benefit Transaction**.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company		128	Endorsement No. 27
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IMMIGRATION CLAIM ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

I. It is agreed that the Employment Practices Coverage Section is amended as follows:

The following is added to Section A., **INSURING CLAUSES**:

Immigration Claim Insuring Clause

Insurer shall pay the **Costs, Charges and Expenses** of the **Insureds** which the **Insureds** have become legally obligated to pay by reason of an **Immigration Claim** first made against the **Insureds** during the **Policy Period** or, if elected, the **Extended Period**, and reported to the **Insurer** pursuant to subsection E.1. herein, for an **Immigration Wrongful Act** taking place prior to the end of the **Policy Period**.

The following is added to Section B., **DEFINITIONS**, subsection 1.:

Immigration Claim.

The following is added to Section B., **DEFINITIONS**, subsection 15.:

Immigration Wrongful Act.

The following is added to Section B., **DEFINITIONS**:

Immigration Wrongful Act means any actual or alleged violation(s) of the Immigration Control Act of 1986 or any other similar federal or state laws or regulations.

Immigration Claim means any criminal investigation of any of the **Insureds** by any governmental agency for actually or allegedly hiring or harboring illegal aliens.

Solely as respects coverage provided by this endorsement, Section D., **LIMIT OF LIABILITY AND RETENTIONS**, subsection 4. is deleted in its entirety and replaced with the following:

- Payments of **Costs, Charges and Expenses** by **Insurer** shall reduce the Limit(s) of Liability under this Coverage Section. **Costs, Charges and Expenses** are part of, and not in addition to, the Limit(s) of Liability. If such Limit(s) of Liability are exhausted by payment of **Costs, Charges and Expenses**, the obligations of the **Insurer** under this Coverage Section are completely fulfilled and extinguished.

The following is added to Section G., **OTHER INSURANCE**:

For any **Immigration Claim**, if any **Costs, Charges and Expenses** covered under this Coverage Section are covered under any other valid and collectable insurance, then this **Policy** shall be primary insurance.

II. It is agreed that the DECLARATIONS is amended as follows:

The maximum aggregate Limit of Liability for all **Costs, Charges and Expenses** as a result of all **Immigration Claims** shall be \$100,000, which sum shall be part of and not in addition to the Limit of Liability identified in Item 3.1. of the Declarations relating to the Employment Practices Coverage Section.

The following is added to Item 3., Employment Practices Coverage Section, Section 2., Retention, of the Declarations:

\$2,500 each **Immigration Claim**

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		130	Endorsement No. 28
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTSIDE ENTITY COVERAGE FOR NON-PROFIT COMPANIES

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section **B. DEFINITIONS**, subsection **10.**, is replaced by the following:

10. Wrongful Act means:

any actual or alleged error, omission, misleading statement, misstatement, neglect, breach of duty or act, **Publisher Liability Act or Personal Injury Act** allegedly committed or attempted by any **Insured**, while acting in their capacity as such, or any matter claimed against an **Insured Person** solely by reason of his or her serving in such capacity; or

any actual or alleged error, omission, misleading statement, misstatement, neglect, breach of duty or act of any of the **Insured Persons**, while acting in their capacity as a director, officer, trustee, governor, executive director or similar position of any **Outside Entity** where such service is with the knowledge and consent of the **Organization**. In the event of a dispute between the **Organization** and **Insured Person** over whether the **Organization** had knowledge and consented to such service, the **Insurer** shall act in accordance with the decision of the **Organization**.

The following is added to **Section B. DEFINITIONS**:

Outside Entity means any non-profit company which is exempt from taxation under the Internal Revenue Code, as amended, in which any of the **Insured Persons** is, with the knowledge and consent of the **Organization**, serving as a director, officer, trustee, governor, executive director or similar position of such non-profit company.

Section **C. EXCLUSIONS**, subsection **7.**, is replaced by:

7. for the return by any of the **Insured Persons** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Organization** or **Outside Entity**, which payment without such previous approval shall be held to be in violation of law;

Section **C. EXCLUSIONS**, subsection **10.**, is replaced by:

10. for a **Wrongful Act** actually or allegedly committed or attempted by any of the **Insured Persons** in his or her capacity as a director, officer, trustee, manager, member of the board of managers or equivalent executive of a limited liability company or employee of, or independent contractor for or in any other capacity or position with any entity other than the **Organization**; provided, however, that this exclusion shall not apply to **Loss** resulting from any such **Claim** solely to the extent that:
- a. such **Claim** is based on the service of any of the **Insured Persons** as a director, officer, trustee, governor, executive director or similar position of any **Outside Entity** where such service is with the knowledge and consent of the **Organization**; and
 - b. such **Outside Entity** is not permitted or required by law to provide indemnification to such **Insured Person**; and
 - c. such **Loss** is not covered by insurance provided by any of the **Outside Entity's Insurer(s)**;

Section **C. EXCLUSIONS**, subsection **13.**, is replaced by:

13. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any employment or employment-related matters brought by or on behalf of or in the right of an applicant for employment with the **Organization** or any **Insured Person**, or an applicant for employment with an **Outside Entity** or any director, officer, trustee, governor, executive director, management committee member, member of the board of managers, or employee of an **Outside Entity**;

Insurer shall not be liable for **Loss** under this Coverage Section on account of any **Claim**:

brought or maintained by, on behalf of, in the right, or at the direction of any **Outside Entity**, or any past, present or future duly elected or appointed director, officer, trustee, governor, manager, general counsel, risk manager, management committee member, member of the board of managers, or equivalent executives of any **Outside Entity**;

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		132	Endorsement No. 29
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIORITY OF PAYMENTS PROVISION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following condition is added:

PAYMENT PRIORITY

If the amount of any **Loss** which is otherwise due and owing by the **Insurer** exceeds the then-remaining Limit of Liability applicable to the **Loss**, the **Insurer** shall pay the **Loss**, subject to such Limit of Liability, in the following priority:

- a. first, the **Insurer** shall pay any non-indemnifiable **Loss** covered under this Coverage Section in excess of any applicable Retention shown in Item 3. of the Declarations; and
- b. second, only if and to the extent the payment under a. above does not exhaust the applicable Limit of Liability, the **Insurer** shall pay any remaining **Loss** under this Coverage Section in excess of the Retention shown in Item 3. of the Declarations.
- c. subject to the foregoing, the **Insurer** shall, upon receipt of a written request from the Chief Executive Officer of the **Parent Organization**, delay any payment of **Loss** otherwise due and owing to or on behalf of the **Organization** until such time as the Chief Executive Officer of the **Parent Organization** designates, provided the liability of the **Insurer** with respect to any such delayed **Loss** payment shall not be increased, and shall not include any interest, on account of such delay.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company		133	Endorsement No. 30
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES ERRORS AND OMISSIONS EXCLUSIONS

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section **C. EXCLUSIONS**:

Insurer shall not be liable for **Loss** under this Coverage Section on account of any **Claim**:

alleging, based upon, arising out of, or attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the rendering or failure to render professional services.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company		134 Endorsement No. 31	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF ALTERNATIVE DISPUTE RESOLUTION PROVISION

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

Section **K. ALTERNATIVE DISPUTE RESOLUTION**, is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company		135	Endorsement No. 32
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE AGGREGATE LIMIT OF LIABILITY FOR ALL COVERAGE SECTIONS

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

The following is added to **Item 3.** of the Declarations:

Single Aggregate Limit of Liability for All Coverage Sections: \$3,000,000.

Section **C. LIMITS OF LIABILITY AND RETENTIONS**, subsection **1.** of the **General Terms and Conditions** is replaced by the following:

1. The Limits of Liability for each Coverage Section are not separate Limits of Liability pertaining to the Coverage Section for which they are shown, and are subject to the Single Aggregate Limit of Liability for All Coverage Section(s) shown in **Item 3.** of the Declarations. The Single Aggregate Limit of Liability for All Coverage Section(s) shall be the maximum aggregate Limit of Liability applicable to all Coverage Sections, combined. The reduction in the Limit of Liability applicable to any one Coverage Section shall reduce the Single Aggregate Limit of Liability for All Coverage Section(s). The Retentions for each Coverage Section are separate retentions for which they are shown in **Item 3.** of the Declarations. The application of a retention to **Loss** under one Coverage Section shall not reduce the retention under any other Coverage Section.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company		136 Endorsement No. 33	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE AMENDATORY INCONSISTENT

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

It is agreed that in the event there is an inconsistency between a state amendatory endorsement attached to this **Policy** and any term or condition of this **Policy**, then where permitted by law, the **Insurer** shall apply those terms and conditions of either the amendatory endorsement or the **Policy** which are more favorable to the **Insured**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		137 Endorsement No. 34	
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOLLING OR WAIVING THE STATUTE OF LIMITATIONS

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section B., **DEFINITIONS**, subsection 1.

- f. a written request received by the **Insureds** to toll or waive the statute of limitations regarding a potential **Claim**. Such **Claim** shall be commenced by the receipt of such request.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company		138	Endorsement No. 35
Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3320082	02/01/2020	Midtown Sacramento PBID Corporation	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAGE AND HOUR CLAIM COSTS, CHARGES AND EXPENSES ONLY ENDORSEMENT - NON-PROFIT ORGANIZATIONS

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

1. Section A., **INSURING CLAUSES**, is amended to include the following:

- **Wage and Hour Claim** Insuring Clause

Insurer shall pay the **Costs, Charges and Expenses** of the **Insureds** that the **Insureds** have become legally obligated to pay by reason of a **Wage and Hour Claim** first made against the **Insureds** during the **Policy Period** or, if elected, the **Extended Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for a **Wage and Hour Wrongful Act** taking place prior to the end of the **Policy Period**.

2. Section B., **DEFINITIONS**, subsection 1., **Claim**, is amended by adding the following:

- c. **Wage and Hour Claim**.

3. Section B., **DEFINITIONS**, subsection 15., **Wrongful Act**, is amended by adding the following:

- c. **Wage and Hour Wrongful Act**.

4. The following definitions are added to Section B., **DEFINITIONS**:

- **Wage and Hour Wrongful Act** means any actual or alleged violation(s) of:
 - a. the Fair Labor Standards Act of 1938 and amendments thereto, or any similar federal, state or local law governing or relating to:
 - i. the classification of **Employees** for the purpose of determining **Employees'** eligibility for compensation; or
 - ii. the payment of wages, including but not limited to the payment of overtime, minimum wages, on-call time, the donning and doffing of uniforms, rest and meal periods, reimbursement of expenses, and any other earnings, tips, reimbursement or compensation of **Employees**;
 - b. unfair business practices, unfair competition, conversion or public policy concerning, relating or arising out of any actual or alleged violations of those matters referenced in paragraph a.i. or a.ii. above.

provided, however, **Wage and Hour Wrongful Act** shall not include actual or alleged violations of the Equal Pay Act of 1963, and any amendments thereto.

- **Wage and Hour Claim** means:

- a. a written demand against an **Insured** for damages or other relief; or
- b. a civil, judicial, administrative, regulatory or arbitration proceeding or a formal governmental investigation against an **Insured** seeking damages or other relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom, brought by or on behalf of one or more **Employees** solely alleging any **Wage and Hour Wrongful Act**, including any class action or a collective action under § 216(b) of the Fair Labor Standards Act or any similar federal, state or local law.

5. Section C., **EXCLUSIONS**, subsection 4. is deleted in its entirety and replaced by the following:

- 4. for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any common or statutory federal, state or local law; provided, however, this exclusion does not apply to any such **Claim**, except a **Wage and Hour Claim**, alleging violations of the Equal Pay Act or **Retaliation**;

6. Solely with respect to coverage provided by this endorsement, Section D., **LIMIT OF LIABILITY AND RETENTIONS**, subsection 4. is deleted in its entirety and replaced with the following:

- 4. Payments of **Loss** by **Insurer** shall reduce the Limit(s) of Liability under this Coverage Section. **Costs, Charges and Expenses** are part of, and not in addition to, the Limit(s) of Liability, and payment of **Costs, Charges and Expenses** reduces the Limit(s) of Liability. If such Limit(s) of Liability are exhausted by payment of **Loss**, the obligations of the **Insurer** under this Coverage Section are completely fulfilled and extinguished.

7. Section F., **SETTLEMENT AND DEFENSE**, subsection 3. is deleted in its entirety.

8. Section G., **OTHER INSURANCE**, is amended by adding the following:

- For any **Wage and Hour Claim**, if any **Loss** covered under this Coverage Section is covered under any other valid and collectable insurance, then this **Policy** shall be primary insurance.

9. Section H., **ALLOCATION**, is deleted in its entirety.

10. Item 3. of the Declarations relating to the Employment Practices Coverage Section is amended by adding the following:

- **Sub-limit of Liability** \$250,000 maximum aggregate Limit of Liability for all **Loss** as a result of all **Wage and Hour Claims**.

provided, however, this sub-limit of liability shall be part of and not in addition to the Limit of Liability identified in Item 3.1. of the Declarations relating to the Employment Practices Coverage Section.

11. Item 3. of the Declarations relating to the Employment Practices Coverage Section, subsection 2., Retention, is amended by adding the following:

- c. \$2,500 each **Wage and Hour Claim**

All other terms and conditions of this **Policy** remain unchanged.

Underwritten by Scottsdale Indemnity Company

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

X	I hereby elect to purchase certified terrorism coverage for a premium of <u>\$43.00</u> . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
-	I hereby reject the purchase of certified terrorism coverage.

 Policyholder / Applicant's Signature*

Midtown Sacramento PBID Corporation

Named Insured / Firm

 Print Name*

EK13320082

Policy Number, if available

 Date*

If rejected, signature required & completed form must be faxed to E-Risk Services @ (973) 252-5146. Please contact your broker with any questions.

Form **8879-EQ****IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-1878

For calendar year 2019, or fiscal year beginning _____, 2019, and ending _____, 20

**▶ Do not send to the IRS, Keep for your records,
▶ Go to www.irs.gov/Form8879EO for the latest information.****2019**Department of the Treasury
Internal Revenue Service

Name of exempt organization

Employer Identification number

Midtown Parks
Name and title of officer**84-1854489****Ken Turton****CFO****Part I Type of Return and Return Information (Whole Dollars Only)**

Check the box for the return for which you are using this Form 8879-EQ and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here. **▶ D** 1b Total revenue, if any (Form 990, Part VIII, column (A), line 12) **1b**

2a Form 990-EZ check here. **▶ IR** 2b Total revenue, if any (Form 990-EZ, line 9) **2b** 104,245.

3a Form 1120-POL check here. **▶ D** 3b Total tax (Form 1120-POL, line 22) **3b**

4a Form 990-PF check here. **▶ D** 4b Tax based on investment income (Form 990-PF, Part VI, line 5) **4b**

5a Form 3868 check here ... **▶ D** 5b Balance Due (Form 8868, line 3c) **5b**

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

[R] I authorize Whisler Bookkeeping & Tax Services to enter my PIN 93021 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

D As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶

Date ▶

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN

68887726395
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ Kimberly Whisler EA

Date ▶

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

BAA For Paperwork Reduction Act Notice, see instructions.

Form 8879-EQ (2019)

059

Date Accepted

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR

California e-file Return Authorization for

FORM

2019**Exempt Organizations****8453-EO**

Exempt Organization name

Identifying number

MIDTOWN PARKS

84-1854489

Part I Electronic Return Information (whole dollars only)

Total gross receipts (Form 199, line 4).....	1	124,992.
2 Total gross income (Form 199, line 8).....	2	124,992.
3 Total expenses and disbursements (Form 199, Line 9).....	3	53,433.

Part II Settle Your Account Electronically for Taxable Year 2019

4 D Electronic funds withdrawal **4a** Amount _____ **4b** Withdrawal date (mm/dd/yyyy) _____

Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number _____ **7** Type of account: **D** Checking **D** Savings

6 Account number _____

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2019 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. If the processing of the exempt organization's return or refund is delayed, I authorize A/B to disclose to the ERO or intermediate service provider the reason(s) for the delay.

Sign Here

Signature of officer

Date

CFO

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer. see instructions.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2019 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO
Must Sign

ERO's signature

KIMBERLY WHISLER EA

Date

11/10/20

Check if also paid preparer

[R]

Check if employed

[R]

ERO's PTIN

P00662630

Firm's name (or yours if self-employed) and address

WHISLER BOOKKEEPING & TAX SERVICES
8084 OLD AUBURN RD STE C
CITRUS HEIGHTS

Firm's FEIN

82-0686451

CA

ZIPcode

95610

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer
Must Sign

Paid preparer's signature

Date

Check if self-employed

[]

Paid preparer's PTIN

Firm's name (or yours if self-employed) and address

Firm's FEIN

ZIP code

For Privacy Notice, get FTB 1131 ENG/SP.

FTB 8453-EO 2019



MIDTOWN SACRAMENTO PROPERTY AND BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN AND ENGINEER'S REPORT DISTRICT No. 2016-02

CONTENTS

I.	Overview.....	1
II.	Background.....	3
III.	Accomplishments.....	4
IV.	Boundaries.....	6
V.	Service Plan & Budget.....	7
	A. Service Plan	7
	C. Annual Budget	9
	D. Assessment Budget	9
	E. Assessment Budget by Benefit Zone	10
	F. Annual Maximum Assessment Budget	11
VI.	Governance.....	12
	A. Owners' Association	12
	B. Brown Act & Public Records Act Compliance	12
	C. Annual Report	12
VII.	Engineer's Report.....	13
	A. Separation of General and Special Benefits	13
	1. General Benefits	13
	2. Special Benefit	19
	B. Assessment Methodology	20
	1. Base Formula	20
	2. Privately-Owned Tax-Exempt Parcels	21
	3. Public Parcels	22
	4. Healthcare Use Parcels	22
	5. Non-Assessed Parcels	22
	6. Commercial Condominium Parcels	23
	7. Mixed Use Parcels	23
	8. Changes in Data	23
	C. Assessment Notice	23
	D. Time and Manner for Collecting Assessments	23
	E. Engineer's Certification	24
	Appendix 1 – PBID Law.....	25
	Appendix 2 – Parcel Assessment Calculations.....	36
	Appendix 3 – Intercept Survey.....	67
	Appendix 4 – Map.....	68
	Appendix 5 – Services by zone.....	69
	Appendix 6 – Maximum Annual Assessment Rates.....	70



I. OVERVIEW

The Midtown Property and Business Improvement District (MPBID) is a benefit assessment district that was formed in 2008 for a five-year term, renewed in 2013 for a five-year term, and is currently proposed to be renewed for a ten-year term to provide improvements and activities which constitute and convey a special benefit to assessed parcels. As required by state law, property owners have created this Management District Plan (Plan) to renew the MPBID.

Location: The District generally includes parcels in the Midtown Sacramento and Alhambra Corridor area. The District has been divided into four benefit zones as detailed in the map in Section V.

Purpose: The purpose of the MPBID is to provide activities and improvements which constitute and convey a special benefit to assessed parcels. The MPBID will provide maintenance and safety, placemaking and capital improvements, and communications, advocacy and administration directly and only to assessed parcels within its boundaries. The level of activities and improvements provided to assessed parcels in each zone will vary based on service needs.

Budget: The MPBID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be \$1,526,208.40. The MPBID has been divided into two benefit zones, each with two subzones. Each benefit zone has a separate budget: \$1,159,049.17 for Midtown (\$1,104,671.40 for Midtown A and \$41,301.86 for Midtown B) and \$381,788.50 for Alhambra (\$314,347.95 for Alhambra A and \$65,887.19 for Alhambra B). The annual budget may be subject to an increase in assessment rates of no more than three percent (3%) per year. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at \$1,649,254.35.

Cost: The annual assessment rate (cost to the parcel owner) is based on parcel type, parcel square footage, and benefit zone. The initial annual rate applied to each parcel is shown in the table below. Assessment rates may be subject to an increase of no more than three percent (3%) per year.

Parcel Type	Initial Parcel Assessment Rate (\$/sqft/yr)			
	Midtown		Alhambra Corridor	
	Zone 1a	Zone 1b	Zone 2a	Zone 2b
Standard	\$0.154960	\$0.087790	\$0.154960	\$0.087790
Private Tax8Exempt	\$0.090041	\$0.087790	\$0.090041	\$0.087790
Public	\$0.123806	\$0.087790	\$0.123806	\$0.087790
Healthcare Use	\$0.090041	\$0.087790	\$0.090041	\$0.087790

Renewal: MPBID renewal requires submittal of petitions from property owners representing more than 50% of the total assessment. Proposition 218 requires a ballot vote in which more than 50% of the ballots received, weighted by assessment, be in support of the MPBID.

Duration: The MPBID will have a ten (10) year life beginning January 1, 2017 through December 31, 2026. Near the expiration of the District, the petition, ballot, and City Council hearing process must be repeated for the MPBID to be renewed.

Management: The Midtown PBID Corporation, currently doing business as the Midtown Business Association (MBA) will continue to serve as the Owners' Association for the MPBID.

II. BACKGROUND

The International Downtown Association estimates that more than 1,500 Property and Business Improvement Districts (PBIDs) currently operate throughout the United States and Canada. PBIDs are a time-tested tool for property owners who wish to come together and obtain collective services which benefit their properties.

PBIDs provide supplemental services in addition to those provided by local government. They may also finance physical and capital improvements. These improvements and activities are concentrated within a distinct geographic area and are funded by a special parcel assessment. Services and improvements are only provided to those who pay the assessment.

Although funds are collected by the local government, they are then directed to a private nonprofit. The nonprofit implements services and provides day-to-day oversight. The nonprofit is managed by a Board of Directors representing those who pay the assessment, to help ensure the services meet the needs of property owners and are responsive to changing conditions within the PBID.

PBIDs all over the globe have been proven to work by providing services that improve the overall viability of commercial districts, resulting in higher property values, lease rates, occupancy rates, and sales volumes, in addition to safer, more engaged communities.

The MPBID will be renewed pursuant to a state law that took effect in January of 1995. The “Property and Business Improvement District Law of 1994,” which was signed into law by Governor Pete Wilson, ushered in a new generation of Property and Business Improvement Districts in California. Key provisions of the law include:

- ▶ Allows a wide variety of services which are tailored to meet specific needs of assessed properties in each individual PBID;
- ▶ Requires property owner input and support throughout the renewal process;
- ▶ Requires written support on both a petition and ballot from property owners paying 50% of proposed assessments;
- ▶ Allows for a designated, private nonprofit corporation to manage funds and implement programs, with oversight from property owners and the City;
- ▶ Requires limits for assessment rates to ensure that they do not exceed the amount owners are willing to pay; and
- ▶ Requires the PBID be renewed after a certain time period, making it accountable to property owners.

The “Property and Business Improvement Business District Law of 1994” is provided in Appendix 1.

III. ACCOMPLISHMENTS

During its first and second five-year terms, the Midtown PBID successfully provided many services to District properties. The MPBID's services supplemented City services and helped create an identity and vibrancy in Midtown. Midtown has become the destination neighborhood in Sacramento for arts, dining, culture, and activities. The renewed MPBID will continue building upon previous successes and improving the efficiency and effectiveness of the property-related services it provides.

Category 1: Maintenance and Safety

- a. **Graffiti Abatement:** As part of the District's maintenance program, regular graffiti removal has been and will continue to be undertaken throughout the District. Graffiti removal is provided to all properties within the District, usually within 1-2 business days of reporting. Each month, over 650 tags and stickers are removed from properties throughout the District. The renewed District will continue providing maintenance services, keeping the MPBID a clean, attractive place to do business.
- b. **Litter Removal:** Litter removal is also part of the District's maintenance program. During its first two terms the District removed up to 580 gallons of litter each week. In 2014, 17,820 gallons of litter were removed from MPBID service area. Efforts have included, and will continue to include, additional clean-up services after Second Saturday and other events. New trash receptacles continued to be installed during the second term of the MPBID throughout the District, which will be maintained and replaced as needed by the renewed District. The District also strongly advocates for common sense trash management by the city and waste haulers to eliminate illegal dumping, scavenging and to beautify the district.
- c. **Streetscape Maintenance:** The District's maintenance program also ensures a clean, safe and beautiful street environment. Most recently the District has added drought sensitive pressure washing to remove biohazards, and invests in landscaping projects in the District. Additionally, areas that have been subject to repeated blight are improved with murals to discourage repeated graffiti.
- d. **Safety:** The District has provided and will continue to provide safety services throughout the District to protect the assessed properties. These services include a dispatch system and mobile application to report issues, proactive elimination of behaviors that could be viewed as harassing by District visitors, ambassadors proactively patrolling the District on bikes, navigator program, patrolling and removal of unconscious individuals from railroad tracks and other dangerous situations, and coordination with the police department and private security firms operating within the District boundaries. A homeless outreach program was implemented and will be continue to be increased during the renewed District's term. Increased safety services have been provided to protect the interests of property owners during special events. The safety program has also improved lighting throughout the District, and will continue to improve and maintain lighting.

Category 2: Advocacy, Communications & Administration

The District leadership works hard to advocate on behalf of Midtown, and to act as the voice of the stakeholders in the District. Regular District communications are provided to internal stakeholders

via weekly updates including media clips, and a monthly stakeholder newsletter. Regular District communications are provided to external stakeholders via a monthly Second Saturday's newsletter, a proactive Public Relations strategy echoed by social media, and a District website. As a result of these communications, Midtown is now *the* destination for dining, residential opportunities, arts and entertainment in Sacramento.

The District leadership has taken a strong role to create a business friendly environment with an emphasis on non-burdensome regulation by public agencies, planning efforts and infrastructure enhancements, responsible urban infill projects, and security, safety and marketing initiatives. As a result of this advocacy, the MBA is known as the go-to organization for Midtown that will respond quickly on the District's behalf.

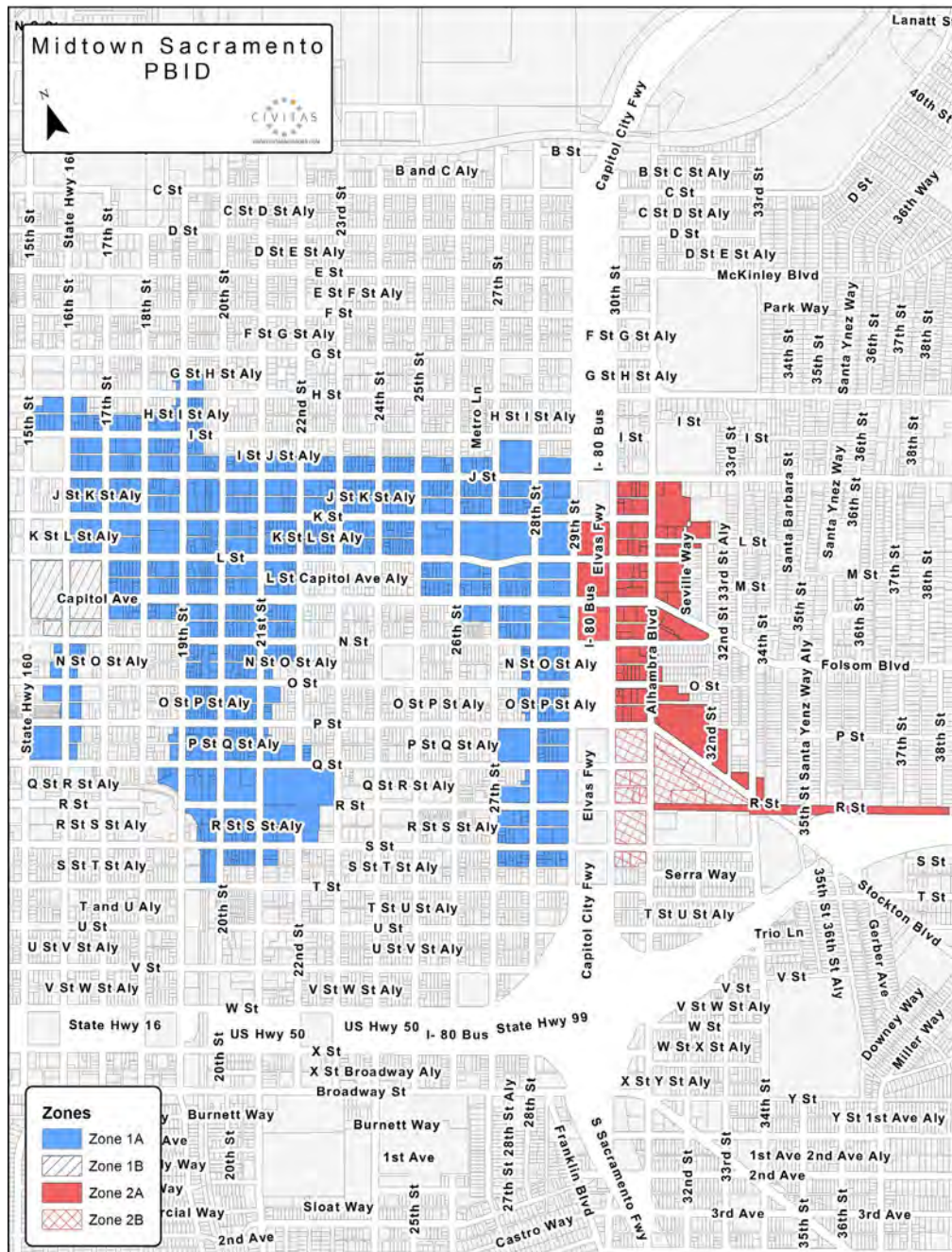
The District leadership has demonstrated prudent administrative practices with a clean annual audit, an office that acts as a hub for property owners, a focus on attracting and retaining high performing staff, and professional management.

Category 3: Placemaking and Capital Improvements

Following best practices set forth by the International Downtown Association, the District has leveraged private funds to attract public investment, invest and inspire capital improvements, and build a sense of *place* in Midtown. Successes include the installation of new light poles, ambient tree lighting, banner signage, demonstration "pop up" dog parks, directional parking and way finding signage, support for event promoters hosting events in the District, and enhanced crosswalks. Non-PBID funds have been leveraged to create an award winning Midtown Farmers Market, and programming such as the annual Gala, Small Business Saturday, Sacratomato Festival, and the Halloween Pooch Parade. The District will focus on way finding signage, additional lighting, and creating high functioning streets in the next term.

IV. BOUNDARIES

The District generally includes parcels in the Midtown Sacramento Area and Alhambra Corridor. The District has been divided into four benefit zones, Midtown (Zones 1a and 1b) and the Alhambra Corridor (Zone 2a and 2b). The MPBID boundary overview is illustrated by the map below. A more detailed map can be found in Appendix 3. The service area includes approximately 834 parcels with 487 property owners. A larger map is available on request by calling (916)437-4300 or (800)999-7781.



V. SERVICE PLAN & BUDGET

A. Service Plan

The renewed District will provide particular and distinct activities and improvements that constitute and convey a special benefit to assessed parcels. All of the activities and improvements are above and beyond those provided by local government agencies, are aimed to constitute and convey special benefits directly and only to assessed parcels, and will not be provided to the public-at-large or non-assessed parcels within or adjacent to the District boundaries. Each of the activities and improvements is focused on removing barriers and creating incentives that promote economic activity to attract investment and increase commerce throughout the District.

The frequency and level of activities and improvements provided to individual parcels will vary based on benefit zone, but will be consistent within each benefit zone and parcel type.

Zone 1: Midtown Specific Services

Category 1: Maintenance and Safety

Graffiti/Litter/Streetscape Maintenance: District maintenance services will maintain increased frequency of graffiti and sticker removal, sidewalk pressure washing, gutter and storm drain cleaning, street sweeping, and litter removal. Maintenance personnel will collect debris from sidewalks throughout the District on a regular basis and continue to work with property owners to reduce illegal dumping in alleys and thoroughfares. Maintenance shall also include maintaining the sidewalk and bulb-outs on 16th street improvements, and up to \$5,000 annually to fund landscaping projects and programs that may include landscaping and lighting for state park facilities. Zone 1a will receive day and evening services, Zone 1b will only receive day time services.

Safety: The safety program will improve Zone 1a and 1b safety during day, and Zone 1a safety at night. The homeless outreach program will continue to be a significant part of the District's safety program. During the day the District will improve safety by: providing daytime security patrols/homeless outreach; working with the City and County to prevent crime within the District by addressing the issues within the District causing it, including homelessness, poverty, substance abuse, access to dumpsters, and unemployment; patrolling the District; providing security at events and providing a deterrent presence to public nuisances; dissemination of safety information especially as it relates to rail safety, and preventing crime. During the evening, the District will improve safety by: providing patrols to secure commercial and entertainment corridors; improving safety for employees, customers, and other visitors with additional lighting and proactive programming; and serving as a liaison to the Sacramento Police Department. Up to \$3,500 annually may be used to promote safe rail crossings via murals.

Category 2: Placemaking and Capital Improvements

During this term, the District will use a multi-faceted approach to planning, design and management of public spaces to become a Clean, Safe and *Beautiful* community. District dollars will be leveraged to create a unique sense of *place*. Examples include a strong brand for Midtown, pedestrian and bike amenities like bike racks and way-finding signage/banners, point of interest tours, small public spaces like parks and parklets, demonstration "pop ups," efforts to attract additional event

promoters into the District, and enhanced street amenities. Additionally, up to \$50,000 may be used to underwrite the creation and implementation of a lighting plan at Sutter's Fort State Historic Park.

Zone 2: Alhambra Corridor Specific Services

Category 1: Maintenance and Safety

Safety: The safety program will be the top priority for Zone 2a, day and night, and will not be provided to Zone 2b. The District will fund a day time homeless outreach program, evening security patrols, and additional police services while acting as a liaison to the Sacramento Police Department on the Corridor's behalf.

Graffiti/Litter/Streetscape Maintenance: As safety programs are implemented and begin to take effect, it is anticipated that they will gradually reduce the need for such services. Should Category 1 funds be available after addressing security needs, Corridor maintenance services will include graffiti and litter removal services for Zone 2a and will not be provided for Zone 2b.

Category 2: Placemaking and Capital Improvements:

Placemaking and Capital Improvements will be the second priority for Zone 2b, and the last priority for Zone 2a. Placemaking is a multi-faceted approach to planning, design and management of public spaces. Placemaking and capital improvements will aim to leverage PBID funds to attract additional investment with the intention of creating welcoming District entrance points and enhanced landscaping. The District will advocate for master planning efforts that create a gateway into the Corridor, with an emphasis on Stockton Avenue.

District-Wide Services

Category 3: Advocacy, Communications, and Administration

Advocacy and Communications: The District will continue to advocate on behalf of Midtown, and act as the voice of the stakeholders in the District. Regular District communications that support the advocacy agenda and attract visitors will be provided via email newsletters, social media, a proactive Public Relations strategy, and a District website. Additionally, the communication program will include promotion of the Governor's Mansion and Sutter's Fort State Historic parks. As Midtown evolves, communication strategies will evolve as well to preserve and grow Midtown's role as a destination in the region. The District leadership will continue to be the go-to business organization providing a strong leadership role to create a forward thinking, innovative, and business friendly environment.

Administration: Administration will include a fairly allocated share of standard office expenses such as rent, insurance, legal and accounting fees, and telephone charges. The administration budget will also include City and County administrative fees for levying, collecting, and forwarding the assessment and accounting. City and County administrative costs will be actual costs, subject to the requirements of state law and compliant with generally accepted methods for costing under Federal regulations (OMB Circulars). In addition, all City administrative costs will be accounted for in detail and available on demand. City and County administrative costs have averaged \$6,000 annually over recent years in the

existing District. Because of the changed configuration of the new District, costs are estimated at up to \$10,000 per year. To provide some certainty to the District budget, City and County administrative costs will be capped at \$10,000 for any current year's cost but will be subject to adjustment in the subsequent year for any excess costs.

Category 4: Contingency Reserve

The budget includes a prudent fiscal reserve. Changes in data and other issues may change the revenue and expenses. In order to buffer the organization for unexpected changes in revenue, to prepare for the cost of renewal, and/or allow the MPBID to fund other overhead costs, the reserve is included as a budget item.

B. Improvements and Services by Zone

Each benefit zone will receive a customized level of services based on its particular needs. A detailed table illustrating the services provided to each zone can be found in Appendix 4.

C. Annual Budget

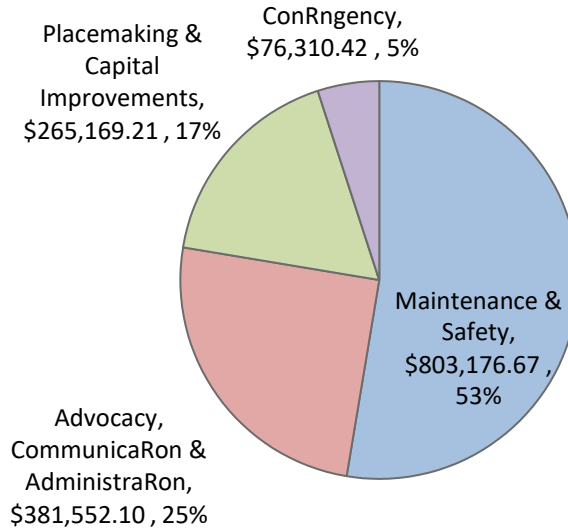
A projected ten (10) year budget for the MPBID is provided in Section V(F). The overall budget shall remain consistent with this Plan. In the event of a legal challenge, assessment funds may be used to defend the MPBID. The annual budget is based on the following assumptions and guidelines:

1. The cost of providing improvements and activities may vary depending upon the market cost for those improvements and activities. Expenditures may require adjustment up or down to continue the intended level of improvements and activities. Therefore, the MBA shall annually have the ability to re-allocate up to twenty percent (20%) of the budget allocation by line item within the budgeted categories. Any change will be approved by the MBA and submitted with the Annual Report.
2. Funds not spent in any given year may be rolled over to the next year.
3. The assessment rate may be subject to annual increases that will not exceed three percent (3%) per year. Increases will be determined by the MBA and will vary each year. The projections in Section V (F) illustrate the maximum annual three percent (3%) increase for all budget items.
4. Other than funds spent on district-wide services that cannot be allocated to a specific zone, assessment funds collected in each Benefit Zone may only be used to provide services to assessed parcels in that particular Benefit Zone, they may not be used to provide services in other Benefit Zones. This Plan recognizes that there will be services provided to the district at-large; those services will be paid for by revenue provided from each zone. The table in Section V (E) illustrates the categorical budget by Benefit Zone for the initial year of operation.
5. If there are contingency funds remaining at the end of the MPBID's term, those funds may be used for the costs of renewing the MPBID.

D. Assessment Budget

The total improvement and activity budget for 2017 that is funded by property assessments is \$1,526,208.40. The breakdown of the assessment fund budget is shown in the following chart. The assessment funding will be supplemented by non-assessment funds so that the total service budget for improvements and activities within the District for 2017 is \$1,649,254.35. The total of non-assessment and assessment funds, and the determination of special and general benefit, is included in the Engineer's Report.

2017 Total Assessment Budget \$1,526,208.40



E. Assessment Budget by Benefit Zone

The table below demonstrates the amount of assessment proposed to be expended on each service category in each zone.

	Midtown 1a	Midtown 1b	Alhambra 2a	Alhambra 2b	Category Total
Maintenance & Safety	55% \$607,569.27	55% (Daytime service only) \$22,716.02	55% \$172,891.37	0% \$0.00	\$803,176.67
Advocacy, Communications & Administration	25% \$276,167.85	25% \$10,325.47	25% \$78,586.99	25% \$16,471.80	\$381,552.10
Placemaking & Capital Improvements	15% \$165,700.71	15% \$6,195.28	15% \$47,152.19	70% \$46,121.03	\$265,169.21
Contingency	5% \$55,233.57	5% \$2,065.09	5% \$15,717.40	5% \$3,294.36	\$76,310.42
Zone Totals	\$1,104,671.40	\$41,301.86	\$315,901.31	\$65,887.19	\$1,526,208.40

F. Annual Maximum Assessment Budget

The assessment budget below assumes the maximum annual increase of three percent (3%) is enacted.

Year	Assessment Budget
2017	\$1,526,208.40
2018	\$1,571,994.65
2019	\$1,619,154.49
2020	\$1,667,729.12
2021	\$1,717,761.00
2022	\$1,769,293.83
2023	\$1,822,372.64
2024	\$1,877,043.82
2025	\$1,933,355.14
2026	\$1,991,355.79

VI. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the MPBID as defined in Streets and Highways Code §36614.5. The City Council has determined that the Midtown Business Association (MBA) will continue to serve as the Owners' Association for the MPBID.

The Board of Directors of the MBA shall be comprised of representatives from small, medium, and large MPBID assesses. The Board may include a representative from the City. The Board must represent a variety of interests within the MPBID and respond to the needs of property owners from the various benefit zones within the MPBID. The Board of Directors shall act in the best interests of all assessed properties within the MPBID. The diverse representation described above ensures that the interests of all property owners are fairly represented.

B. Brown Act & Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the MBA Board of Directors and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The MBA shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report is a prospective report for the upcoming year and must include:

1. Any proposed changes in the boundaries of the MPBID or in any benefit zones or classification of property within the District;
2. The improvements, maintenance, and activities to be provided for that fiscal year;
3. The estimated cost of providing the improvements, maintenance, and activities to be provided for that fiscal year;
4. The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
5. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
6. The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this Plan.

VII. ENGINEER'S REPORT

The District's parcel assessments will be imposed in accordance with the provisions of Article XIII D of the California Constitution. Article XIII D provides that "only special benefits are assessable,"¹ and requires the City "separate the general benefits from the special benefits conferred on a parcel."² Special benefits are a "particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public-at-large."³ Conversely, a general benefit is "conferred on real property located in the district or to the public-at-large."⁴ Assessment law also mandates that "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."⁵

The Engineer determined the total cost of the improvements and services, quantified the general benefit accruing to the public-at-large and parcels adjacent to and within the District, and separated that amount from the special benefit accruing to the assessed parcels. Then, the Engineer determined the proportionate special benefit derived by each parcel and allocated the cost of the improvements and services accordingly. The Engineer's determinations and detailed calculations are summarized in this report.

A. Separation of General and Special Benefits

Each of the improvements and activities, and the associated costs and assessments within the District, were reviewed, identified, and allocated based on special and general benefits pursuant to Article XIII D of the California Constitution. The assessment has been apportioned based on the proportional special benefits conferred to the assessed parcels located within the District boundaries as determined below.

1. General Benefits

Unlike special benefits, which are conferred directly and only upon assessed parcels, a general benefit is conferred on the general public or non-assessed parcels. Existing City and other public services, which are provided to every person and parcel, everywhere within the City, are an example of a general benefit. Although the District's boundaries have been narrowly drawn and programs have been carefully designed to provide special benefits, and activities and improvements will only be provided directly to assessed parcels, it is acknowledged that there will be general benefits as a result of the District's activities and improvements.

The California Constitution mandates that "only special benefits are assessable, and an agency shall separate the general benefits from the special benefits."⁶ "Generally, this separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits."⁷ The first step that must be undertaken to separate general and special benefits provided by the District's activities and improvements is to identify and quantify the general benefits. There are two bodies who can receive general benefits: the public-at-large within the District, and non-assessed parcels within and surrounding the District.

¹ Cal. Const., art. XIII D, §4(a)

² Cal. Const., art. XIII D, §4(a)

³ Cal. Const., art. XIII D, §4(a)

⁴ Id., §2(i)

⁵ Cal. Const., art. XIII D, §2(i)

⁶ Cal. Const., art. XIII D, §4(a)

⁷ Cal. Const., art. XIII D, §4(a)

⁸ *Golden Hill Neighborhood Association v. City of San Diego* (2011) 199 Cal.App.4th 416

General Benefit to the Public-at-Large

The public-at-large within the District will receive general benefits as a result of the services being provided directly to parcels.

Intercept Survey

To estimate the general benefit to the public-at-large, an intercept survey was conducted.⁸ The survey was designed based on court decisions, Article XIII D of the California Constitution, the various parties' expertise in general and special benefit, and a review of surveys conducted in similar districts. To obtain a representative sample, the survey was conducted throughout the District, on several days, and at several different times of day. A map showing deployment of surveyors and a detailed description of survey dates and times are attached as Appendix 3.

State law indicates that "Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed."⁹ However, "the mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits."¹⁰ Further, "the value of any incidental or collateral effects that arise from the improvements, maintenance or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel."¹¹ Thus, although there may be some incidental benefit to the public using the assessed parcels, that incidental benefit is not considered a general benefit because it is inherently produced by activities that constitute and convey special benefits to the assessed parcels.

To determine the amount of general benefit accruing to the public-at-large, the intercept survey quantified the number of visitors who were and were not engaged in business on assessed parcels. Those visitors engaged in business on assessed parcels, although they will receive incidental or collateral benefits, are considered representative of special benefits, because the District's purpose is to increase commerce via increased visitation. Those not engaged in business on assessed parcels enjoy the effects of the services without contributing to the economic viability of the assessed parcels, and are therefore considered representative of general benefit.

To determine whether visitors were engaged in business on assessed parcels, they were asked to indicate how likely they were to engage in a series of parcel-related activities while in the District boundaries. Respondents indicated whether they were very likely, somewhat likely, slightly likely, or not at all likely to engage in various forms of parcel-related business.

Survey results were examined by Economic Planning Systems (EPS). Based on the survey results, EPS determined that the percentage of respondents representing general benefit was 4%. Further detail on the intercept survey and analysis can be found in Appendix 3. For purposes of this analysis, the Engineer has applied this ratio to the services to determine the value of the general benefit to the public at large.

Total General Benefit to the Public at Large

To ensure that the assessment dollars do not fund general benefits to the public at large, that portion of the cost of activities and improvements attributable to general benefit to the public will be paid for with funds not obtained through assessments. Therefore, based upon the intercept survey, the

⁸ As suggested by the California Court of Appeal, Fourth District in Footnote 18 of *Golden Hill v. San Diego* (2011) Cal.App.4th 416

⁹ Streets and Highways Code section 36601(h)(2)

¹⁰ Ibid

¹¹ Streets and Highways Code section 36622(k)(2)

total value of the general benefit provided to the public at large not utilizing the assessed parcels is 4% of the total budget, or \$65,970.17.

General Benefit to Non-Assessed Parcels

Although they are only provided directly to the assessed parcels, the District's activities and improvements may confer general benefits upon non-assessed parcels within and surrounding the District. One study examining property values in PBID areas found "no evidence of spill-over impacts (either good or bad) on commercial properties located just outside the BID's boundaries;"¹² however, the California Court of Appeals has stated that "services specifically intended for assessed parcels concomitantly confer collateral general benefits to surrounding properties."¹³ It is reasonable to conclude that increased maintenance and safety, advocacy, communications and administration, and placemaking and capital improvements within the District will have an impact on non-assessed parcels immediately adjacent to or within the District boundaries. Although the legislature has indicated that "the value of any incidental or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall *not* be deducted from the entirety of the cost of any special benefit,"¹⁴ the California Court of Appeals has noted that "the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement...or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement." Those derivative and indirect impacts are considered general benefits and will be quantified and separated.¹⁵ In this Engineer's opinion, because activities and improvements are provided only within the District and on its perimeter, parcels separated from the District by at least one intervening parcel will not receive spill over benefits. Parcels separated by at least one intervening parcel will not benefit because they are physically removed from the actual location of services provided, and do not face serviced parcels.

As mentioned above, the total District service budget for 2017 is \$1,649,254.35. After reducing the budget by the general benefit to the public (\$65,970.17), the remaining benefit to parcels is \$1,583,284.18. All parcels within and adjacent to the District have been assigned a benefit factor to mathematically represent the proportional special and general benefit and quantify the value of each. Since all assessed parcels within the District benefit from and receive all of the District's services, they have been assigned a benefit factor of 1.0. Parcels adjacent to the District have been assigned benefit factors as described in detail below. Because the activities and improvements are provided along streets within the district, linear frontage is an appropriate measure of the relative general benefit received by adjacent parcels and will be used in the below calculations by category for all parcels.

There are 588 parcels within the District boundaries that are not assessed. These parcels have been assigned a benefit factor.

Maintenance & Safety

Maintenance and safety services will be provided directly and only to assessed parcels. Within the District boundaries, services will be provided along both sides of each street, with parcels along each side receiving 50% of the benefit provided by the service. Along the District perimeter, services will only be provided to the side of the street that fronts assessed parcels within the District boundaries.

¹² Furman Center for Real Estate & Urban Policy; The Impact of Business Improvement Districts on Property Values: Evidence from New York City (2007) p. 4

¹³ Beutz v. Riverside (2010) 184 Cal.App.4th 1516

¹⁴ Streets and Highways Code section 36622(k)(2)

¹⁵ Tiburon v. Bonander (2009) 180 Cal.App.4th 1057, 1077

It is, however, reasonable to conclude that parcels abutting the non-serviced side of the street will receive spill-over benefits.

Since parcels along each side of the street receive 50% of the benefit provided by the service, and the non-assessed side of the street will not be serviced, it is our professional estimation that parcels adjacent to the District will receive one-half of the standard benefit, or one-quarter of the total benefit provided to similarly-zoned inside parcels ($50\% \times 50\% = 25\%$). Based on this calculation, adjacent commercial parcels would have a benefit factor of 0.25 ($1.00 \times 25\%$).

The following table calculates the amount of benefit provided to parcels by the District maintenance and safety services and separates that benefit value between special benefits provided to the assessed parcels and general benefits indirectly received by non-assessed parcels.

Maintenance & Safety

<u>Location & Use</u>	<u>Linear Front Footage</u>¹	<u>Benefit Factor</u>²	<u>Benefit Units</u>³	<u>Benefit Percent</u>⁴	<u>Benefit Value</u>⁵	<u>Special Benefit</u>	<u>General Benefit</u>
Inside Standard	127,155	1.00	127,155	79.44%	\$666,383.45	\$666,383.45	
Inside Private Tax8 Exempt	6,197	1.00	6,197	3.87%	\$32,476.73	\$32,476.73	
Inside Public	13,884	1.00	13,884	8.67%	\$72,762.12	\$72,762.12	
Inside Healthcare Use	6,021	1.00	6,021	3.76%	\$31,554.36	\$31,554.36	
Inside Non8Assessed	3540	0.25	885	0.55%	\$4,638.04		\$4,638.04
Adjacent Standard	10,002	0.25	2,501	1.56%	\$13,104.41		\$13,104.41
Adjacent Private Tax8 Exempt	355	0.25	89	0.06%	\$465.11		\$465.11
Adjacent Public	7,942	0.25	1,986	1.24%	\$10,405.44		\$10,405.44
Adjacent Healthcare Use	0	0.25	0	0.00%	\$0.00		\$0.00
Adjacent Non8 Assessed	5385	0.25	1,346	0.84%	\$7,055.32		\$7,055.32
Subtotal	127,155		160,063	100.00%	\$838,844.99	\$803,176.67	\$35,668.32

¹ Parcel Square Footage = the total square footage for each parcel location & use

² Benefit Factor = The benefit ratio described in the paragraph above for each parcel location & use

³ Benefit Units = The linear feet multiplied by the benefit factor for each parcel location & use

⁴ Benefit Percentage = The benefit units for each parcel location & use divided by the total benefit units for the District

⁵ Benefit Value = The total Maintenance & Safety Services budget less General Benefit to the Public8at8Large multiplied by the benefit percentage for each parcel location & use

Advocacy, Communications & Administration

Unlike maintenance and safety, advocacy, communications and administration services are not provided via physical patrols within the District. Rather, the advocacy, communications and administration program is directed at advocating on behalf of the District, communicating with stakeholders and implementing District programs. Although the programs will only feature assessed parcels, it is reasonable to conclude that there will be a minor, derivative and indirect benefit to parcels adjacent to the District. Because these services are highly focused, and are not physically provided along streets, it is our estimation that the adjacent parcels will receive a general benefit equal to ten percent (10%) of the standard benefit. Based on this estimation, adjacent parcels would have a benefit factor of 0.10 ($1.00 \times 10\%$).

Advocacy, Communications & Administration

<u>Location & Use</u>	<u>Linear Front Footage¹</u>	<u>Benefit Factor²</u>	<u>Benefit Units³</u>	<u>Benefit Percent⁴</u>	<u>Benefit Value⁵</u>	<u>Special Benefit</u>	<u>General Benefit</u>
Inside Standard	127,155	1.00	127,155	81.52%	\$316,567.97	\$316,567.97	
Inside Private Tax8 Exempt	6,197	1.00	6,197	3.97%	\$15,428.19	\$15,428.19	
Inside Public	13,884	1.00	13,884	8.90%	\$34,565.92	\$34,565.92	
Inside Healthcare Use	6,021	1.00	6,021	3.86%	\$14,990.02	\$14,990.02	
Inside Non8Assesed	3540	0.10	354	0.23%	\$881.33		\$881.33
Adjacent Standard	10,002	0.10	1,000	0.64%	\$2,490.12		\$2,490.12
Adjacent Private Tax8 Exempt	355	0.10	36	0.02%	\$88.38		\$88.38
Adjacent Public	7,942	0.10	794	0.51%	\$1,977.26		\$1,977.26
Adjacent Healthcare Use	0	0.10	0	0.00%	\$0.00		\$0.00
Adjacent Non8 Assessed	5385	0.10	539	0.35%	\$1,340.66		\$1,340.66
Subtotal	180481		155,979	100.00%	\$388,329.85	\$381,552.10	\$6,777.75

Placemaking & Capital Improvements

The placemaking and capital improvements will specially benefit the assessed parcels by making the District a more attractive, inviting, and useable place for existing and potential customers and tenants. They will contribute to a community identity via unique signage, décor and improvements. For instance, bike racks and wayfinding signs will be installed throughout the District. The bike racks and wayfinding signs will give the District a more attractive, usable, inviting, and ultimately desirable atmosphere—more desirable to customers and tenants. A more attractive, usable, inviting, and ultimately desirable atmosphere is a special benefit and encourages increased pedestrian traffic, commerce, occupancy rates, and lease rates for the special benefit of the assessed parcels.

Since parcels along each side of the street receive 50% of the benefit provided by placemaking and capital improvements, and the non-assessed side of the street will not receive them, it is our professional estimation that parcels adjacent to the District will receive one-half of the standard benefit, or one-quarter of the total benefit provided to similarly-zoned inside parcels ($50\% \times 50\% = 25\%$). Based on this calculation, adjacent commercial parcels would have a benefit factor of 0.25 ($1.00 \times 25\%$).

**Placemaking & Capital
Improvements**

<u>Location & Use</u>	<u>Parcel Square Footage¹</u>	<u>Benefit Factor²</u>	<u>Benefit Units³</u>	<u>Benefit Percent⁴</u>	<u>Benefit Value⁵</u>	<u>Special Benefit</u>	<u>General Benefit</u>
Inside Standard	127,155	1.00	127,155	79.44%	\$220,006.86	\$220,006.86	
Inside Private Tax8 Exempt	6,197	1.00	6,197	3.87%	\$10,722.21	\$10,722.21	
Inside Public	13,884	1.00	13,884	8.67%	\$24,022.45	\$24,022.45	
Inside Healthcare Use	6,021	1.00	6,021	3.76%	\$10,417.69	\$10,417.69	
Inside Non8Assessed	3540	0.25	885	0.55%	\$1,531.25		\$1,531.25
Adjacent Standard	10,002	0.25	2,501	1.56%	\$4,326.43		\$4,326.43
Adjacent Private Tax8 Exempt	355	0.25	89	0.06%	\$153.56		\$153.56
Adjacent Public	7,942	0.25	1,986	1.24%	\$3,435.36		\$3,435.36
Adjacent Healthcare Use	0	0.25	0	0.00%	\$0.00		\$0.00
Adjacent Non8 Assessed	5385	0.25	1,346	0.84%	\$2,329.32		\$2,329.32
Subtotal	180481		160,063	100.00%	\$276,945.13	\$265,169.21	\$11,775.92

Contingency

The Contingency budget item relates to the activities and improvements to be provided. These costs have been allocated proportionally based upon the special and general benefit provided by each category, as detailed in the table below.

Contingency Reserve

<u>Service Provided</u>	<u>Special Benefit Value to Parcels</u>	<u>General Benefit Value to Parcels</u>	<u>Total Benefit to Parcels</u>
Maintenance & Safety	\$803,176.67	\$35,668.32	\$838,844.99
Advocacy, Communications & Administration	\$381,552.10	\$6,777.75	\$388,329.85
Placemaking & Capital Improvements	\$265,169.21	\$11,775.92	\$276,945.13
TOTAL	\$1,449,897.98	\$54,221.99	\$1,504,119.97
% of Benefit to Parcels	96.40%	3.60%	100.00%
Contingency Reserve Budget	\$76,310.42	\$2,853.79	\$79,164.21

Total General Benefit to Parcels

Based upon the above evaluations, the total value of the general benefit provided to non-assessed parcels adjacent to and within the District is shown below.

Service Provided	General Benefit to Parcels
Maintenance & Safety	\$35,668.32
Advocacy, Communications & Administration	\$6,777.75
Placemaking & Capital Improvements	\$11,775.92
Contingency Reserve	\$2,853.79
TOTAL	\$57,075.78

Total General Benefit

Based upon the previous evaluations, in this Engineer's professional estimation, the total value of the general benefit provided to the public-at-large, adjacent parcels, and non-assessed parcels within the District is shown below.

Service Provided	General Benefit to Public	General Benefit to Parcels	Total General Benefit
Maintenance & Safety	\$34,766.28	\$35,668.32	\$70,434.61
Advocacy, Communications & Administration	\$16,492.54	\$6,777.75	\$23,270.29
Placemaking & Capital Improvements	\$11,412.84	\$11,775.92	\$23,188.76
Contingency Reserve	\$3,298.51	\$2,853.79	\$6,152.30
TOTAL	\$65,970.17	\$57,075.78	\$123,045.95

Non-Assessment Funding

The programs funded by the District receive additional non-assessment funding in the form of grants, corporate sponsorships, event income, and other miscellaneous funds. These funding sources are anticipated to equal or exceed the amount of general benefit conferred annually by the District's activities and improvements, \$123,045.95. These non-assessment funds will be used to pay for the general benefit provided by the District's activities and improvements, ensuring that parcel assessments will only be used to provide special benefits and "any additional costs of providing general benefits [are] not included in the amounts assessed."¹⁶

2. Special Benefit

The activities and improvements to be provided by the District constitute and convey special benefits directly to the assessed parcels. Assessment law requires that "the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided."¹⁷ Further, "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."¹⁸ Special benefit "includes incidental or collateral effects that arise from

¹⁶ Streets and Highways Code section 36632(a)

¹⁷ Cal. Const., art XIII D §4(a)

¹⁸ Ibid

the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed.”¹⁹

To determine the total special benefit value to be conveyed to the assessed parcels, we deduct the general benefit value (\$123,045.95) from the total value of the activities and improvements (\$1,649,254.35). The remaining \$1,526,208.40 is considered the special benefit to assessed parcels (the “Total Assessment”). The Total Assessment represents the total value of the special benefit to be provided by the activities and improvements. The Total Assessment has been proportionally divided among the assessed parcels so that no assessment exceeds the reasonable cost of the proportional special benefit conferred on a parcel. The assessment rate has been designed to ensure that “properties that receive the same proportionate special benefit pay the same assessment.”²⁰

Service Provided	Total Benefit Value	General Benefit Value	Special Benefit to Assessed Parcels
Maintenance & Safety	\$873,611.27	\$70,434.61	\$803,176.67
Advocacy, Communications & Administration	\$404,822.39	\$23,270.29	\$381,552.10
Placemaking & Capital Improvements	\$288,357.97	\$23,188.76	\$265,169.21
Contingency Reserve	\$82,462.72	\$6,152.30	\$76,310.42
TOTAL	\$1,649,254.35	\$123,045.95	\$1,526,208.40

B. Assessment Methodology

1. Base Formula

Each parcel will be assessed based on proportional special benefits received. The variables used for the annual assessment formula are parcel size, parcel type, and benefit zone. These variables are all appropriate measures of the proportional special benefit because the need for services, level of services, and quantity of services are all relative to these variables; thus the special benefit provided to each parcel by the services can be proportionally measured using these variables.

Determination of Assessment Rates

“Because not all parcels in the district are identical in size...some will receive more special benefit than others.”²¹ Each of the variables used relates directly to the service level and special benefit provided to each parcel. Parcel square footage is the size of the parcel, measured in square feet. Size is an appropriate measure of proportional special benefit because it relates directly to the quantity of services provided to the parcel, the highest and best use of a parcel, and reflects the long-term value implications of the District. The larger a parcel, the more services and benefit the parcel will receive.

Because not all parcels in the District are identical in use, some will receive more special benefit than others. For example, a private tax-exempt parcel, such as a church, will benefit to a lesser degree than a commercial parcel, because it will not enjoy the benefits of increased commerce resulting from the services. Further detail on the benefit to each parcel type is in the following pages. To determine the assessment rates, the assessed parcels were classified by the estimated benefit each type of parcel receives, the estimated special benefit value of the services provided to each type was

¹⁹ Streets and Highways Code section 366.15.5

²⁰ *Tiburon v. Bonander* (2009) 180 Cal.App.4th 1057

²¹ *Dahms v. Downtown Pomona* (2009) 173 Cal.App.4th 1201

determined based on historic cost of service provision, and an assessment rate that is proportional to the estimated proportional benefit received by each parcel type was determined.

To determine the assessment rates, the estimated special benefit value for each parcel type in each benefit zone was divided by the total assessable parcel square footage per zone and parcel type, as shown in the tables below.

Parcel Group	Initial Parcel Size Budget	Parcel Square Footage	Initial Parcel Assessment Rate (\$/sqft/yr)
Zone 1a Standard	\$929,007.94 ÷	5,995,147 =	\$0.154960
Zone 1a Private Tax8Exempt	\$37,285.44 ÷	414,094 =	\$0.090041
Zone 1a Public	\$98,914.31 ÷	798,946 =	\$0.123806
Zone 1a Healthcare Use	\$39,463.71 ÷	438,286 =	\$0.090041
Zone 1b Standard	\$41,301.86 ÷	470,462 =	\$0.087790
Zone 1b Private Tax8Exempt*	n/a ÷	n/a =	\$0.087790
Zone 1b Public*	n/a ÷	n/a =	\$0.087790
Zone 1b Healthcare Use*	n/a ÷	n/a =	\$0.087790
Zone 2a Standard	\$285,950.62 ÷	1,845,319 =	\$0.154960
Zone 2a Private Tax8Exempt	\$60.12 ÷	668 =	\$0.090036
Zone 2a Public	\$28,337.21 ÷	798,946 =	\$0.123806
Zone 2a Healthcare Use*	n/a ÷	n/a =	\$0.090041
Zone 2b Standard	\$65,887.19 ÷	750,509 =	\$0.087790
Zone 2b Private Tax8Exempt*	n/a ÷	n/a =	\$0.087790
Zone 2b Public*	n/a ÷	n/a =	\$0.087790
Zone 2b Healthcare Use*	n/a ÷	n/a =	\$0.087790

* Rates for categories that do not currently include any parcels were developed based on the estimated benefit to those parcel categories.

Summary of Assessment Rates

Therefore, the annual cost to parcels is as shown below. All assessment rates may be subject to an increase of no more than three (3%) percent per year. Maximum annual assessment rates are shown in Appendix 6. If you would like more information about parcel assessments, please call Civitas at (916)437-4300 or (800)999-7781.

Parcel Type	Initial Parcel Assessment Rate (\$/sqft/yr)			
	Midtown		Alhambra Corridor	
	Zone 1a	Zone 1b	Zone 2a	Zone 2b
Standard	\$0.154960	\$0.087790	\$0.154960	\$0.087790
Private Tax8Exempt	\$0.090041	\$0.087790	\$0.090041	\$0.087790
Public	\$0.123806	\$0.087790	\$0.123806	\$0.087790
Healthcare Use	\$0.090041	\$0.087790	\$0.090041	\$0.087790

One parcel, Map ID 1531, does not have an APN. This parcel will receive activities and improvements and benefit, therefore it will be assessed at the standard rate.

2. Privately-Owned Tax-Exempt Parcels

Because they do not have a commercial component, private parcels that are fully or partially tax-exempt, as shown on the County Assessor's records will be assessed at a the tax-exempt rate for the appropriate zone as shown in the table above. These parcels will benefit in that they will be cleaner and safer, but they benefit to a lesser degree than parcels occupied by for profit businesses because they do not enjoy the benefits of increased profits resulting from increased commerce.

3. Public Parcels

Pursuant to Article XIII D of the California Constitution, “parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.” No public agency has made such a demonstration; however, because they do not have a commercial profit-making component, public parcels, as shown on the County Assessor’s records will be assessed at a lower rate commensurate to the benefits received. These parcels will benefit in that they will be cleaner and safer, but they benefit to a lesser degree than parcels occupied by for profit businesses because they do not enjoy the benefits of increased profits resulting from increased commerce. Further, these parcels will not be assessed for or receive advocacy services because they are owned by the public agencies at which advocacy efforts are directed. These parcels are assessed at a higher rate than private tax-exempt parcels in Zones 1A and 2A because the frequency and intensity of services in those zones are highly dependent upon traffic levels, and these parcels tend to have heavier traffic and thus benefit from more frequent and intensive service than do private tax-exempt parcels.

4. Healthcare Use Parcels

Because they do not have a commercial component, healthcare use parcels, as shown on the County Assessor’s records, will be assessed at a rate commensurate to the benefits received. Because of the unique nature and decision-making process of healthcare parcel patrons which tends to be more driven by insurance coverage requirements and the availability of services at the healthcare parcel, and less by location, safety, cleanliness, or other features that are enhanced by the District’s services, healthcare parcels will receive a lower degree of benefit from the services compared to standard commercial parcels. Healthcare use parcels are those parcels which are entirely used to provide healthcare services.

5. Non-Assessed Parcels

There are 588 parcels within the District that will not be assessed. These parcels are neither commercial, nor privately-owned tax exempt, public, or healthcare use parcels and will not specially benefit from or directly receive the District’s services and improvements. These parcels are accounted for in the analysis of general benefit provided to non-assessed parcels within the District. These parcels have the following uses:

- Residential: The state legislature has determined that “properties zoned exclusively for residential use...are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessment.”²² The services and improvements to be provided are designed to specially benefit commercial, privately-owned tax exempt, public and healthcare use parcels via increased commerce, occupancy, and lease rates. None of these benefits apply to residential parcels, which will not be serviced or benefit from the District’s activities. Residential parcels are those parcels with four family units or less, residential common areas, residential condos and planned unit development of single family residences. There are 586 residential parcels within the District that will not be assessed.
- Miscellaneous:
 - APNs 01000240130000 and 01000240150000 are parcels with no commercial activity. These parcels contain utility transformer/relay boxes and will not receive or specially benefit from District programs, nor will they be assessed.

²² Streets and Highways Code § 36632(c)

- APN 00703520130001 is a parcel composed of the airspace above APN 00703520120002. This parcel will not receive or specially benefit from District programs, nor will it be assessed.

6. Commercial Condominium Parcels

Commercial condominium parcels are not considered exclusively zoned for residential purposes, and will benefit from activities and improvements; therefore, they will be assessed. Commercial condominium parcels will specially benefit in that they will be cleaner, safer, promoted to potential tenants, and more easily accessible and attractive to both current and future tenants. Each individual condominium is assessed based on its proportional share of the parcel square footage as determined by its proportional share of the total building square footage.

7. Mixed Use Parcels

The district is designed to benefit commercial, tax-exempt, and public parcels. It is not designed to benefit residential parcels. There are several mixed-use parcels in the District, with commercial and residential components. Consistent with the benefit derived from services, the commercial portion of mixed use parcels shall be assessed; the residential portion shall not be assessed. The assessment for each parcel was determined based upon the portion of the building that is commercial. Mixed use parcels were identified through County parcel data and utility billing records. The portion of the building that is commercial was determined through utility billing records.

For example, if a hypothetical mixed-use building had a lot size of 3,000 and a 6,000 square foot building in which 2,000 feet were commercial and 4,000 were residential, 1,000 square feet of lot size would be assessable. ($2,000 / 6,000 = 33.33\%$ - 33.33% of 3,000 is 1,000).

8. Changes in Data

It is the intent of this Plan and Engineer's Report that each parcel included in the District can be clearly identified. Every effort has been made to ensure that all parcels included in the District are consistent in the boundary description, the boundary map, and the assessment calculation table. However, if inconsistencies arise, the order of precedence shall be: 1) the assessment calculation table, 2) the boundary map, and 3) the boundary description.

If the ownership, parcel size, or type of a parcel changes during the term of this District, the assessment calculation may be modified accordingly.

C. Assessment Notice

During the hearing process, an Assessment Ballot will be sent to owners of each parcel in the MPBID. The Assessment Ballot provides an estimated assessment. The final individual assessment for any particular parcel may change, up or down, if the parcel square foot differ from those used to calculate the amount shown on the notice, which can be found in Appendix 2.

D. Time and Manner for Collecting Assessments

As provided by State Law, the MPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Sacramento. Parcels which do not receive property tax bills will be invoiced by the City. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Sacramento shall distribute funds collected to the City of Sacramento, which shall forward them to the MBA. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the MPBID assessments.

E. Engineer's Certification

I hereby certify, to the best of my knowledge and experience, that each of the identified assessed parcels located within the Midtown Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is no greater than the proportional special benefits conferred on each parcel, as described in this Engineer's Report.

Review of this Midtown Property and Business Improvement District Management District Plan and preparation of the Engineer's Report was completed by:

Ross Peabody
State of California

Date

This Engineer's Report is intended to be distributed as part of the Management District Plan in its entirety, including the Boundary Description (Section IV), the Assessment Calculation Table (Appendix 2), and the Boundary Map (Appendix 4). Reproduction and distribution of only Section VII of this Management District Plan violates the intent of this stamp and signature.

APPENDIX 1 – PBID LAW

STREETS AND HIGHWAYS CODE

Division 18. Parking

Part 7. Property and Business Improvement District Law of 1994

Cal Sts & Hy Code Div. 18, Pt. 7 Note (2015)

*** This document is current through the 2015 Supplement ***
(All 2014 legislation)

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or businesses in a business district are not taxes for the general benefit of a city, even if property or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed businesses and real property located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ Association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters

within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

36617. Alternative method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
- (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a

description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received

from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district.
- (7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.
- (8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not

substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk of the city shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

36631. Time and manner of collection of assessment; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention; Modification of improvements and activities by adoption of resolution after public hearing

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although

proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the area who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – PARCEL ASSESSMENT CALCULATIONS

Map Key	APN	Zone	Lot Size	Rate	Assessment	EXEMPTION
1	00600630030000	Z1A	6,534.00	0	\$0.00	1
2	00600630080000	Z1A	3,049.00	0	\$0.00	1
3	00600630090000	Z1A	3,200.00	0.15496	\$495.87	
4	00600630100000	Z1A	3,485.00	0.15496	\$540.04	
5	00600630110000	Z1A	2,800.00	0.15496	\$433.89	
6	00600630120000	Z1A	12,632.00	0.15496	\$1,957.45	
7	00600630130000	Z1A	6,400.00	0.15496	\$991.74	
8	00600630140000	Z1A	6,400.00	0.15496	\$991.74	
9	00600630150000	Z1A	3,200.00	0.15496	\$495.87	
10	00600630160000	Z1A	3,200.00	0.15496	\$495.87	
11	00600630170000	Z1A	6,400.00	0.15496	\$991.74	
12	00600630200006	Z1A	0.00	0	\$0.00	2
12	00600630200007	Z1A	0.00	0	\$0.00	2
12	00600630200008	Z1A	0.00	0	\$0.00	2
12	00600630200009	Z1A	0.00	0	\$0.00	2
12	00600630200010	Z1A	0.00	0	\$0.00	2
12	00600630200011	Z1A	0.00	0	\$0.00	2
12	00600630200012	Z1A	0.00	0	\$0.00	2
12	00600630200013	Z1A	0.00	0	\$0.00	2
12	00600630200014	Z1A	0.00	0	\$0.00	2
12	00600630200015	Z1A	0.00	0	\$0.00	2
12	00600630200016	Z1A	0.00	0	\$0.00	2
12	00600630200017	Z1A	0.00	0	\$0.00	2
12	00600630200018	Z1A	0.00	0	\$0.00	2
12	00600630200019	Z1A	0.00	0	\$0.00	2
12	00600630200020	Z1A	0.00	0	\$0.00	2
12	00600630200021	Z1A	0.00	0	\$0.00	2
12	00600630200022	Z1A	0.00	0	\$0.00	2
12	00600630200023	Z1A	0.00	0	\$0.00	2
12	00600630200024	Z1A	0.00	0	\$0.00	2
12	00600630200025	Z1A	0.00	0	\$0.00	2
12	00600630200026	Z1A	0.00	0	\$0.00	3
12	00600630200027	Z1A	0.00	0	\$0.00	2
12	00600630200028	Z1A	0.00	0	\$0.00	2
12	00600630200029	Z1A	0.00	0	\$0.00	2

12	00600630200030	Z1A	0.00	0	\$0.00	2
12	00600630200031	Z1A	0.00	0	\$0.00	2
12	00600630200032	Z1A	0.00	0	\$0.00	2
12	00600630200033	Z1A	0.00	0	\$0.00	2
12	00600630200034	Z1A	0.00	0	\$0.00	2
12	00600630200035	Z1A	0.00	0	\$0.00	2
12	00600630200036	Z1A	0.00	0	\$0.00	2
12	00600630200037	Z1A	0.00	0	\$0.00	2
12	00600630200038	Z1A	0.00	0	\$0.00	2
12	00600630200039	Z1A	0.00	0	\$0.00	2
12	00600630200040	Z1A	0.00	0	\$0.00	2
12	00600630200041	Z1A	0.00	0	\$0.00	2
12	00600630200042	Z1A	0.00	0	\$0.00	2
12	00600630200043	Z1A	0.00	0	\$0.00	2
12	00600630200044	Z1A	0.00	0	\$0.00	2
12	00600630200045	Z1A	0.00	0	\$0.00	2
12	00600630200046	Z1A	0.00	0	\$0.00	2
12	00600630200047	Z1A	0.00	0	\$0.00	2
12	00600630200049	Z1A	0.00	0	\$0.00	2
12	00600630200003	Z1A	486.77	0.15496	\$75.43	
12	00600630200002	Z1A	512.43	0.15496	\$79.41	
12	00600630200005	Z1A	614.28	0.15496	\$95.19	
12	00600630200004	Z1A	926.35	0.15496	\$143.55	
12	00600630200001	Z1A	2,121.53	0.15496	\$328.75	
13	00600640030000	Z1A	6,400.00	0.15496	\$991.74	
14	00600640080000	Z1A	22,400.00	0.15496	\$3,471.10	
15	00600640110000	Z1A	5,600.00	0.15496	\$867.78	
16	00600640120000	Z1A	12,800.00	0.15496	\$1,983.49	
17	00600640130000	Z1A	32,000.00	0.15496	\$4,958.72	
18	00600640140000	Z1A	12,800.00	0.15496	\$1,983.49	
19	00600640150000	Z1A	10,400.00	0.15496	\$1,611.58	
20	00600650100000	Z1A	1,742.00	0	\$0.00	1
21	00600650110000	Z1A	2,178.00	0	\$0.00	1
22	00600650120000	Z1A	2,800.00	0.15496	\$433.89	
23	00600650130000	Z1A	6,400.00	0.15496	\$991.74	
24	00600650140000	Z1A	1,322.77	0.15496	\$204.98	6
25	00600650150000	Z1A	6,400.00	0.15496	\$991.74	
26	00600650220000	Z1A	12,800.00	0.15496	\$1,983.49	
27	00600650230000	Z1A	12,800.00	0.15496	\$1,983.49	
28	00600660010000	Z1A	9,600.00	0.15496	\$1,487.62	
29	00600660060000	Z1A	12,800.00	0.15496	\$1,983.49	
30	00600660070000	Z1A	4,267.00	0.15496	\$661.21	

31	00600660080000	Z1A	4,267.00	0.15496	\$661.21	
32	00600660090000	Z1A	4,267.00	0.15496	\$661.21	
33	00600660140000	Z1A	13,199.00	0.15496	\$2,045.32	
34	00600660160000	Z1A	28,830.00	0.15496	\$4,467.50	
35	00600660170000	Z1A	25,600.00	0.15496	\$3,966.98	
36	00601230010000	Z1A	12,800.00	0.15496	\$1,983.49	
37	00601230020000	Z1A	6,400.00	0.15496	\$991.74	
38	00601230030000	Z1A	6,400.00	0.15496	\$991.74	
39	00601230040000	Z1A	6,400.00	0.15496	\$991.74	
40	00601230050000	Z1A	6,534.00	0.15496	\$1,012.51	
41	00601230060000	Z1A	12,632.00	0.15496	\$1,957.45	
42	00601230070000	Z1A	12,800.00	0.15496	\$1,983.49	
43	00601230080000	Z1A	6,400.00	0.15496	\$991.74	
44	00601230090000	Z1A	6,400.00	0.15496	\$991.74	
45	00601230100000	Z1A	6,400.00	0.15496	\$991.74	
46	00601230150000	Z1A	19,200.00	0.15496	\$2,975.23	
47	00601240010000	Z1A	19,200.00	0.15496	\$2,975.23	
48	00601240060000	REC	12,632.00	0.090041	\$1,137.40	
49	00601240070000	Z1A	6,400.00	0.15496	\$991.74	
50	00601240080000	Z1A	6,400.00	0.15496	\$991.74	
51	00601240090000	Z1A	9,600.00	0.15496	\$1,487.62	
52	00601240100000	Z1A	16,000.00	0.15496	\$2,479.36	
53	00601240110000	P	12,858.00	0.123806	\$1,591.90	
54	00601240120000	Z1A	19,283.00	0.15496	\$2,988.09	
55	00601250010000	Z1A	12,800.00	0.15496	\$1,983.49	
56	00601250040000	Z1A	6,400.00	0.15496	\$991.74	
57	00601250110000	P	4,792.00	0.123806	\$593.28	
58	00601250140000	P	25,700.00	0.123806	\$3,181.81	
59	00601250150000	Z1A	19,200.00	0.15496	\$2,975.23	
60	00601250160000	Z1A	12,800.00	0.15496	\$1,983.49	
61	00601250170000	Z1A	21,008.00	0.15496	\$3,255.40	
62	00601260080000	Z1A	6,000.00	0.15496	\$929.76	
63	00601260090000	Z1A	2,306.97	0.15496	\$357.49	6
64	00601260100000	Z1A	1,351.99	0.15496	\$209.50	6
65	00601260200000	Z1A	32,000.00	0.15496	\$4,958.72	
66	00601260210000	Z1A	19,200.00	0.15496	\$2,975.23	
67	00601260220000	REC	38,400.00	0.090041	\$3,457.57	
68	00601720190000	Z1B	194,754.00	0.08779	\$17,097.45	
69	00601720200000	Z1B	30,492.00	0.08779	\$2,676.89	
70	00601740160000	Z1B	51,250.00	0.08779	\$4,499.24	
71	00601740170000	Z1B	193,966.00	0.08779	\$17,028.28	
72	00601750010000	Z1A	3,200.00	0.15496	\$495.87	

73	00601750020000	Z1A	6,400.00	0.15496	\$991.74	
74	00601750030000	Z1A	3,200.00	0.15496	\$495.87	
75	00601750040000	Z1A	5,600.00	0.15496	\$867.78	
76	00601750050000	Z1A	7,200.00	0.15496	\$1,115.71	
77	00601750060000	Z1A	6,400.00	0.15496	\$991.74	
78	00601750070000	Z1A	6,400.00	0.15496	\$991.74	
79	00601750080000	Z1A	6,400.00	0.15496	\$991.74	
80	00601750110000	Z1A	3,049.00	0	\$0.00	1
81	00601750120000	Z1A	3,049.00	0	\$0.00	1
82	00601750150000	Z1A	6,534.00	0.15496	\$1,012.51	
83	00601750170000	Z1A	6,400.00	0.15496	\$991.74	
84	00601750180000	Z1A	6,534.00	0.15496	\$1,012.51	
85	00601750190000	Z1A	9,583.00	0	\$0.00	1
86	00601750200000	Z1A	3,049.00	0	\$0.00	1
87	00601750210000	Z1A	6,400.00	0.15496	\$991.74	
88	00601750220000	Z1A	6,400.00	0.15496	\$991.74	
89	00601750230001	Z1A	0.00	0	\$0.00	2
89	00601750230002	Z1A	0.00	0	\$0.00	2
89	00601750230003	Z1A	0.00	0	\$0.00	1
89	00601750230004	Z1A	0.00	0	\$0.00	2
90	00601750240000	Z1A	4,051.00	0.15496	\$627.74	
91	00601760010000	Z1A	23,400.00	0.15496	\$3,626.06	
92	00601760030000	Z1A	5,227.00	0	\$0.00	1
93	00601760040000	Z1A	2,614.00	0.15496	\$405.07	
94	00601760050000	Z1A	3,200.00	0.15496	\$495.87	
95	00601760060000	Z1A	6,534.00	0	\$0.00	1
96	00601760200000	Z1A	5,886.00	0.15496	\$912.09	
97	00601760210000	Z1A	4,790.00	0	\$0.00	1
98	00602310080000	P	6,534.00	0.123806	\$808.95	
99	00602310090000	P	3,049.00	0.123806	\$377.48	
100	00602310230000	P	3,485.00	0.123806	\$431.46	
101	00602310250000	Z1A	19,602.00	0.15496	\$3,037.53	
102	00602320190000	Z1A	31,363.00	0.15496	\$4,860.01	
103	00602330010000	P	3,049.00	0.123806	\$377.48	
104	00602330040000	P	6,534.00	0.123806	\$808.95	
105	00602330050000	P	6,534.00	0.123806	\$808.95	
106	00602330190000	P	3,485.00	0.123806	\$431.46	
107	00602330230000	P	9,148.00	0.123806	\$1,132.58	
108	00602330270000	P	9,600.00	0.123806	\$1,188.54	
109	00602340280000	Z1A	19,468.00	0.15496	\$3,016.76	
110	00602340290000	Z1A	19,553.00	0.15496	\$3,029.93	
111	00602930240000	Z1A	1,028.57	0.15496	\$159.39	6

112	00602930280000	Z1A	9,600.00	0.15496	\$1,487.62	
113	00602930290000	Z1A	19,200.00	0.15496	\$2,975.23	
114	00603500510000	Z1A	2,096.00	0.15496	\$324.80	
115	00603500520000	Z1A	436.00	0.15496	\$67.56	
116	00700110150000	Z1A	6,400.00	0.15496	\$991.74	
117	00700110230000	Z1A	25,600.00	0.15496	\$3,966.98	
118	00700110240000	Z1A	6,400.00	0.15496	\$991.74	
119	00700110270000	Z1A	9,800.00	0.15496	\$1,518.61	
120	00700110280000	Z1A	3,000.00	0.15496	\$464.88	
121	00700120050000	Z1A	6,534.00	0	\$0.00	1
122	00700120060000	Z1A	2,977.51	0.15496	\$461.39	6
123	00700120070000	Z1A	6,534.00	0	\$0.00	1
124	00700120080000	Z1A	6,400.00	0	\$0.00	1
125	00700120090000	Z1A	6,400.00	0.15496	\$991.74	
126	00700120100000	Z1A	6,400.00	0.15496	\$991.74	
127	00700120110000	Z1A	12,800.00	0.15496	\$1,983.49	
128	00700120120000	Z1A	6,400.00	0.15496	\$991.74	
129	00700120130000	Z1A	6,400.00	0.15496	\$991.74	
130	00700120170000	Z1A	25,600.00	0.15496	\$3,966.98	
131	00700120180000	Z1A	12,800.00	0.15496	\$1,983.49	
133	00700130100000	Z1A	3,200.00	0.15496	\$495.87	
134	00700130110000	Z1A	3,049.00	0.15496	\$472.47	
135	00700130120000	Z1A	3,049.00	0	\$0.00	1
136	00700130130000	Z1A	3,049.00	0.15496	\$472.47	
137	00700130140000	Z1A	562.01	0.15496	\$87.09	6
138	00700130150000	Z1A	9,600.00	0.15496	\$1,487.62	
142	00700140060000	Z1A	12,800.00	0.15496	\$1,983.49	
144	00700140110000	Z1A	1,599.49	0.15496	\$247.86	6
145	00700140150000	Z1A	25,600.00	0.15496	\$3,966.98	
146	00700140160000	Z1A	5,000.00	0.15496	\$774.80	
147	00700140170000	Z1A	7,800.00	0.15496	\$1,208.69	
148	00700140180000	Z1A	9,600.00	0.15496	\$1,487.62	
151	00700140210000	Z1A	4,000.00	0.15496	\$619.84	
152	00700140220000	Z1A	4,000.00	0.15496	\$619.84	
153	00700140230000	Z1A	4,800.00	0.15496	\$743.81	
173	00700160140000	Z1A	12,632.00	0.15496	\$1,957.45	
174	00700160150000	Z1A	6,400.00	0.15496	\$991.74	
175	00700160160000	Z1A	2,207.00	0.15496	\$342.00	
176	00700160170000	Z1A	4,218.00	0.15496	\$653.62	
177	00700160180000	Z1A	12,717.00	0.15496	\$1,970.63	
178	00700160190000	Z1A	12,896.00	0.15496	\$1,998.36	
198	00700220130000	Z1A	13,068.00	0.15496	\$2,025.02	

199	00700220140000	Z1A	5,920.00	0.15496	\$917.36	
200	00700220150000	Z1A	12,800.00	0.15496	\$1,983.49	
201	00700220160000	Z1A	6,400.00	0.15496	\$991.74	
202	00700220170000	Z1A	8,960.00	0.15496	\$1,388.44	
203	00700220180000	Z1A	3,840.00	0.15496	\$595.05	
233	00700240160000	Z1A	3,049.00	0	\$0.00	1
234	00700240170000	Z1A	6,534.00	0	\$0.00	1
235	00700240180000	Z1A	6,534.00	0	\$0.00	1
236	00700240190000	Z1A	6,400.00	0.15496	\$991.74	
237	00700240220000	Z1A	6,400.00	0.15496	\$991.74	
238	00700240230000	Z1A	9,600.00	0.15496	\$1,487.62	
240	00700240250000	Z1A	12,800.00	0.15496	\$1,983.49	
262	00700260130000	Z1A	682.05	0.15496	\$105.69	6
263	00700260140000	Z1A	3,200.00	0.15496	\$495.87	
264	00700260150000	Z1A	1,329.64	0.15496	\$206.04	6
265	00700260160000	Z1A	3,200.00	0.15496	\$495.87	
266	00700260170000	Z1A	6,400.00	0.15496	\$991.74	
267	00700260180000	Z1A	6,400.00	0.15496	\$991.74	
268	00700260190000	Z1A	1,541.10	0.15496	\$238.81	6
269	00700260200000	Z1A	6,400.00	0.15496	\$991.74	
270	00700260210000	Z1A	1,348.95	0.15496	\$209.03	6
271	00700260220000	Z1A	4,800.00	0	\$0.00	1
272	00700260230000	Z1A	3,200.00	0.15496	\$495.87	
296	00700320140000	Z1A	1,440.00	0	\$0.00	1
297	00700320150000	Z1A	1,742.00	0	\$0.00	1
298	00700320160000	Z1A	3,200.00	0.15496	\$495.87	
299	00700320170000	Z1A	748.39	0.15496	\$115.97	6
300	00700320180000	Z1A	6,534.00	0.15496	\$1,012.51	
301	00700320190000	Z1A	6,400.00	0.15496	\$991.74	
302	00700320200000	Z1A	6,400.00	0.15496	\$991.74	
303	00700320210000	Z1A	6,400.00	0.15496	\$991.74	
304	00700320220000	Z1A	12,800.00	0.15496	\$1,983.49	
331	00700340130000	Z1A	6,534.00	0.15496	\$1,012.51	
332	00700340140000	Z1A	1,115.20	0.15496	\$172.81	6
333	00700340150000	Z1A	975.54	0.15496	\$151.17	6
334	00700340250000	Z1A	4,572.00	0.15496	\$708.48	
335	00700340260000	Z1A	419.56	0.15496	\$65.02	6
336	00700340270000	REC	32,000.00	0.090041	\$2,881.31	
343	00700360080000	Z1A	1,307.00	0	\$0.00	1
344	00700360090000	Z1A	1,742.00	0	\$0.00	1
345	00700360100000	Z1A	3,049.00	0	\$0.00	1
346	00700360110000	Z1A	3,347.47	0.15496	\$518.72	6

347	00700360140000	Z1A	6,400.00	0.15496	\$991.74	
351	00700360200000	Z1A	19,200.00	0.15496	\$2,975.23	
352	00700360210000	Z1A	12,800.00	0.15496	\$1,983.49	
353	00700420010000	P	109,545.00	0.123806	\$13,562.33	
354	00700440230000	Z1A	51,807.00	0.15496	\$8,028.01	
362	00700810010000	Z1A	4,800.00	0.15496	\$743.81	
363	00700810020000	Z1A	4,200.00	0.15496	\$650.83	
364	00700810030000	Z1A	3,800.00	0.15496	\$588.85	
365	00700810040000	Z1A	6,400.00	0.15496	\$991.74	
366	00700810050000	Z1A	6,400.00	0.15496	\$991.74	
367	00700810080000	Z1A	3,200.00	0.15496	\$495.87	
368	00700810100000	Z1A	3,200.00	0.15496	\$495.87	
369	00700810170000	Z1A	6,400.00	0.15496	\$991.74	
370	00700810180000	Z1A	6,400.00	0.15496	\$991.74	
371	00700810190000	Z1A	12,800.00	0.15496	\$1,983.49	
372	00700810220000	Z1A	11,200.00	0.15496	\$1,735.55	
373	00700810270000	Z1A	14,400.00	0.15496	\$2,231.42	
374	00700810280000	Z1A	19,200.00	0.15496	\$2,975.23	
375	00700820020001	Z1A	0.00	0	\$0.00	2
375	00700820020002	Z1A	0.00	0	\$0.00	2
375	00700820020003	Z1A	0.00	0	\$0.00	2
375	00700820020004	Z1A	0.00	0	\$0.00	2
375	00700820020005	Z1A	0.00	0	\$0.00	2
375	00700820020006	Z1A	0.00	0	\$0.00	2
375	00700820020007	Z1A	0.00	0	\$0.00	2
375	00700820020008	Z1A	0.00	0	\$0.00	2
375	00700820020009	Z1A	0.00	0	\$0.00	2
375	00700820020010	Z1A	0.00	0	\$0.00	2
375	00700820020011	Z1A	0.00	0	\$0.00	2
375	00700820020012	Z1A	0.00	0	\$0.00	2
375	00700820020013	Z1A	0.00	0	\$0.00	2
375	00700820020014	Z1A	0.00	0	\$0.00	2
375	00700820020015	Z1A	0.00	0	\$0.00	2
375	00700820020016	Z1A	0.00	0	\$0.00	2
375	00700820020017	Z1A	0.00	0	\$0.00	2
375	00700820020018	Z1A	0.00	0	\$0.00	2
375	00700820020019	Z1A	0.00	0	\$0.00	2
375	00700820020020	Z1A	0.00	0	\$0.00	2
375	00700820020021	Z1A	0.00	0	\$0.00	2
375	00700820020022	Z1A	0.00	0	\$0.00	2
375	00700820020023	Z1A	0.00	0	\$0.00	2
375	00700820020024	Z1A	0.00	0	\$0.00	2

375	00700820020025	Z1A	0.00	0	\$0.00	2
375	00700820020026	Z1A	0.00	0	\$0.00	2
375	00700820020027	Z1A	0.00	0	\$0.00	2
375	00700820020028	Z1A	0.00	0	\$0.00	2
375	00700820020029	Z1A	0.00	0	\$0.00	2
375	00700820020030	Z1A	0.00	0	\$0.00	2
375	00700820020031	Z1A	0.00	0	\$0.00	2
375	00700820020032	Z1A	0.00	0	\$0.00	2
375	00700820020033	Z1A	0.00	0	\$0.00	2
375	00700820020034	Z1A	0.00	0	\$0.00	2
375	00700820020035	Z1A	0.00	0	\$0.00	2
375	00700820020036	Z1A	0.00	0	\$0.00	2
375	00700820020037	Z1A	0.00	0	\$0.00	2
375	00700820020038	Z1A	0.00	0	\$0.00	2
375	00700820020039	Z1A	0.00	0	\$0.00	2
375	00700820020040	Z1A	0.00	0	\$0.00	2
375	00700820020041	Z1A	0.00	0	\$0.00	2
375	00700820020042	Z1A	0.00	0	\$0.00	2
375	00700820020043	Z1A	0.00	0	\$0.00	2
375	00700820020044	Z1A	0.00	0	\$0.00	2
375	00700820020045	Z1A	0.00	0	\$0.00	2
376	00700820150000	Z1A	75,932.00	0.15496	\$11,766.42	
377	00700830030000	Z1A	26,010.00	0.15496	\$4,030.51	
378	00700830110000	Z1A	25,962.00	0.15496	\$4,023.07	
379	00700830120000	Z1A	36,242.00	0.15496	\$5,616.06	
380	00700830130000	Z1A	950.00	0.15496	\$147.21	
381	00700830140000	Z1A	9,680.00	0.15496	\$1,500.01	
382	00700830150000	Z1A	10,200.00	0.15496	\$1,580.59	
383	00700840110000	Z1A	4,000.00	0.15496	\$619.84	
384	00700840120000	Z1A	3,200.00	0.15496	\$495.87	
385	00700840160000	Z1A	12,800.00	0.15496	\$1,983.49	
386	00700840170000	Z1A	3,200.00	0.15496	\$495.87	
387	00700840180000	Z1A	3,200.00	0.15496	\$495.87	
388	00700840190000	Z1A	3,200.00	0.15496	\$495.87	
389	00700840200000	Z1A	3,200.00	0.15496	\$495.87	
390	00700840230000	REC	25,600.00	0.090041	\$2,305.05	
391	00700840240000	Z1A	4,000.00	0.15496	\$619.84	
392	00700840250000	Z1A	4,000.00	0.15496	\$619.84	
393	00700840260000	Z1A	4,000.00	0.15496	\$619.84	
394	00700840270000	Z1A	4,000.00	0.15496	\$619.84	
395	00700840280000	Z1A	4,800.00	0.15496	\$743.81	
396	00700840290000	Z1A	4,800.00	0.15496	\$743.81	

397	00700840300000	Z1A	6,400.00	0.15496	\$991.74	
398	00700840310000	Z1A	13,600.00	0.15496	\$2,107.46	
399	00700850010000	Z1A	12,800.00	0.15496	\$1,983.49	
400	00700850050000	Z1A	12,800.00	0.15496	\$1,983.49	
401	00700850080000	Z1A	6,400.00	0.15496	\$991.74	
402	00700850110000	Z1A	6,400.00	0.15496	\$991.74	
403	00700850120000	Z1A	12,800.00	0.15496	\$1,983.49	
404	00700850130000	Z1A	12,800.00	0.15496	\$1,983.49	
405	00700850150000	Z1A	12,800.00	0.15496	\$1,983.49	
406	00700850160000	Z1A	25,600.00	0.15496	\$3,966.98	
407	00700860040000	Z1A	5,680.00	0.15496	\$880.17	
408	00700860050000	Z1A	7,120.00	0.15496	\$1,103.32	
409	00700860060000	Z1A	12,800.00	0.15496	\$1,983.49	
410	00700860070000	Z1A	6,400.00	0.15496	\$991.74	
411	00700860080000	Z1A	6,400.00	0.15496	\$991.74	
412	00700860180000	Z1A	4,600.00	0.15496	\$712.82	
413	00700860200000	Z1A	12,800.00	0.15496	\$1,983.49	
414	00700860210000	Z1A	33,800.00	0.15496	\$5,237.65	
415	00700860230000	Z1A	12,800.00	0.15496	\$1,983.49	
416	00700910010000	REC	15,969.06	0.090041	\$1,437.87	6
417	00700910020000	Z1A	9,260.77	0.15496	\$1,435.05	6
418	00700910050000	Z1A	3,200.00	0.15496	\$495.87	
419	00700910060000	Z1A	1,552.72	0.15496	\$240.61	6
420	00700910070000	Z1A	6,400.00	0.15496	\$991.74	
421	00700910080000	Z1A	6,400.00	0.15496	\$991.74	
422	00700910090000	Z1A	3,200.00	0.15496	\$495.87	
423	00700910100000	Z1A	28,800.00	0.15496	\$4,462.85	
424	00700910110000	REC	12,632.00	0.090041	\$1,137.40	
425	00700920010000	Z1A	3,200.00	0.15496	\$495.87	
426	00700920020000	Z1A	3,200.00	0.15496	\$495.87	
427	00700920030000	Z1A	871.00	0.15496	\$134.97	
428	00700920040000	Z1A	2,400.00	0.15496	\$371.90	
429	00700920050000	Z1A	3,200.00	0.15496	\$495.87	
430	00700920060000	Z1A	6,400.00	0.15496	\$991.74	
431	00700920070000	Z1A	6,400.00	0.15496	\$991.74	
432	00700920080000	Z1A	6,400.00	0.15496	\$991.74	
433	00700920090000	Z1A	6,400.00	0.15496	\$991.74	
434	00700920100000	Z1A	3,200.00	0.15496	\$495.87	
435	00700920110000	Z1A	3,049.00	0	\$0.00	1
436	00700920140000	Z1A	3,200.00	0.15496	\$495.87	
437	00700920150000	Z1A	3,200.00	0.15496	\$495.87	
438	00700920160000	Z1A	3,200.00	0.15496	\$495.87	

439	00700920170000	Z1A	3,200.00	0.15496	\$495.87	
440	00700920180000	Z1A	6,400.00	0.15496	\$991.74	
441	00700920190000	Z1A	6,534.00	0	\$0.00	1
442	00700920200000	Z1A	6,534.00	0	\$0.00	1
443	00700920210000	Z1A	3,587.54	0.15496	\$555.93	6
444	00700920220000	Z1A	3,200.00	0.15496	\$495.87	
445	00700920230000	Z1A	3,049.00	0.15496	\$472.47	
446	00700920240000	Z1A	3,639.84	0.15496	\$564.03	6
447	00700920250000	Z1A	6,400.00	0.15496	\$991.74	
448	00700930010000	Z1A	4,800.00	0.15496	\$743.81	
449	00700930070000	Z1A	12,800.00	0.15496	\$1,983.49	
450	00700930080000	Z1A	3,200.00	0.15496	\$495.87	
451	00700930090000	Z1A	3,049.00	0.15496	\$472.47	
452	00700930100000	Z1A	3,049.00	0	\$0.00	1
453	00700930110000	Z1A	3,049.00	0	\$0.00	1
454	00700930120000	Z1A	3,200.00	0.15496	\$495.87	
455	00700930130000	Z1A	3,049.00	0	\$0.00	1
456	00700930140000	Z1A	3,200.00	0	\$0.00	1
457	00700930150000	Z1A	3,200.00	0	\$0.00	1
458	00700930160000	Z1A	6,400.00	0.15496	\$991.74	
459	00700930170000	Z1A	6,534.00	0	\$0.00	1
460	00700930180000	Z1A	1,163.64	0.15496	\$180.32	6
461	00700930240000	Z1A	19,200.00	0.15496	\$2,975.23	
462	00700930250000	Z1A	20,800.00	0.15496	\$3,223.17	
463	00700940010000	Z1A	1,742.00	0	\$0.00	1
464	00700940020000	Z1A	2,400.00	0.15496	\$371.90	
465	00700940030000	Z1A	2,400.00	0.15496	\$371.90	
466	00700940040000	Z1A	6,400.00	0.15496	\$991.74	
467	00700940050000	Z1A	6,400.00	0.15496	\$991.74	
468	00700940060000	Z1A	6,400.00	0.15496	\$991.74	
469	00700940070000	Z1A	6,534.00	0	\$0.00	1
470	00700940080000	Z1A	12,800.00	0.15496	\$1,983.49	
471	00700940090000	Z1A	3,200.00	0.15496	\$495.87	
472	00700940100000	Z1A	3,200.00	0	\$0.00	1
473	00700940110000	Z1A	3,200.00	0	\$0.00	1
474	00700940120000	Z1A	3,049.00	0	\$0.00	1
475	00700940130000	Z1A	3,049.00	0	\$0.00	1
476	00700940140000	Z1A	3,049.00	0	\$0.00	1
477	00700940150000	Z1A	6,534.00	0	\$0.00	1
478	00700940160000	Z1A	6,534.00	0	\$0.00	1
479	00700940170000	Z1A	6,534.00	0	\$0.00	1
480	00700940180000	Z1A	6,534.00	0.15496	\$1,012.51	

481	00700940210000	Z1A	3,049.00	0	\$0.00	1
482	00700940220000	Z1A	3,049.00	0	\$0.00	1
483	00700940230000	Z1A	1,823.00	0	\$0.00	1
484	00700940240000	Z1A	1,425.00	0	\$0.00	1
485	00700940250000	Z1A	1,425.00	0	\$0.00	1
486	00700940260000	Z1A	1,823.00	0	\$0.00	1
487	00700950010000	Z1A	3,049.00	0.15496	\$472.47	
488	00700950020000	Z1A	3,049.00	0	\$0.00	1
489	00700950030000	Z1A	6,400.00	0.15496	\$991.74	
490	00700950040000	Z1A	6,400.00	0.15496	\$991.74	
491	00700950050000	Z1A	6,400.00	0.15496	\$991.74	
492	00700950060000	Z1A	6,400.00	0.15496	\$991.74	
493	00700950070000	Z1A	6,400.00	0.15496	\$991.74	
494	00700950080000	Z1A	6,400.00	0.15496	\$991.74	
495	00700950090000	Z1A	3,200.00	0.15496	\$495.87	
496	00700950100000	Z1A	1,800.00	0.15496	\$278.93	
497	00700950110000	Z1A	1,400.00	0.15496	\$216.94	
498	00700950160000	Z1A	6,400.00	0	\$0.00	1
499	00700950170000	Z1A	6,400.00	0.15496	\$991.74	
500	00700950180000	Z1A	6,534.00	0	\$0.00	1
501	00700950190000	Z1A	6,400.00	0.15496	\$991.74	
502	00700950200000	Z1A	3,049.00	0	\$0.00	1
503	00700950210000	Z1A	3,200.00	0.15496	\$495.87	
504	00700950220000	REC	6,534.00	0.090041	\$588.33	
505	00700950230000	REC	12,632.00	0.090041	\$1,137.40	
506	00700960030000	Z1A	6,421.00	0.15496	\$995.00	
507	00700960040000	Z1A	6,400.00	0.15496	\$991.74	
508	00700960050000	Z1A	6,534.00	0.15496	\$1,012.51	
509	00700960060000	Z1A	12,800.00	0.15496	\$1,983.49	
510	00700960070000	Z1A	3,200.00	0.15496	\$495.87	
511	00700960080000	Z1A	3,049.00	0	\$0.00	1
512	00700960090000	Z1A	3,200.00	0.15496	\$495.87	
513	00700960120000	Z1A	6,534.00	0.15496	\$1,012.51	
514	00700960130000	Z1A	6,534.00	0	\$0.00	1
515	00700960140000	Z1A	6,400.00	0	\$0.00	1
516	00700960180000	Z1A	2,178.00	0	\$0.00	1
517	00700960190001	Z1A	0.00	0	\$0.00	2
517	00700960190002	Z1A	0.00	0	\$0.00	2
518	00700960220000	Z1A	9,600.00	0.15496	\$1,487.62	
519	00700960250000	Z1A	4,280.00	0.15496	\$663.23	
520	00700960260000	Z1A	4,280.00	0	\$0.00	1
521	00700960270000	Z1A	19,470.00	0.15496	\$3,017.07	

522	00701010010000	Z1A	12,800.00	0.15496	\$1,983.49	
523	00701010020000	Z1A	6,400.00	0.15496	\$991.74	
524	00701010030000	Z1A	6,400.00	0.15496	\$991.74	
525	00701010040000	Z1A	12,800.00	0.15496	\$1,983.49	
526	00701010070000	Z1A	3,200.00	0	\$0.00	1
527	00701010080000	Z1A	3,049.00	0	\$0.00	1
528	00701010090000	Z1A	6,400.00	0.15496	\$991.74	
529	00701010100000	Z1A	6,400.00	0.15496	\$991.74	
530	00701010110000	Z1A	6,534.00	0.15496	\$1,012.51	
531	00701010120000	Z1A	12,800.00	0.15496	\$1,983.49	
532	00701010130000	Z1A	6,400.00	0.15496	\$991.74	
533	00701010140000	Z1A	4,000.00	0.15496	\$619.84	
534	00701010150000	Z1A	2,400.00	0.15496	\$371.90	
535	00701010160000	Z1A	12,800.00	0.15496	\$1,983.49	
536	00701020040000	Z1A	1,459.46	0.15496	\$226.16	6
537	00701020050000	Z1A	3,600.00	0.15496	\$557.86	
538	00701020060000	Z1A	2,822.41	0.15496	\$437.36	6
539	00701020070000	Z1A	6,400.00	0.15496	\$991.74	
540	00701020090000	Z1A	3,200.00	0.15496	\$495.87	
541	00701020100000	Z1A	3,200.00	0.15496	\$495.87	
542	00701020110000	Z1A	3,049.00	0	\$0.00	1
543	00701020120000	Z1A	3,049.00	0	\$0.00	1
544	00701020130000	Z1A	3,200.00	0	\$0.00	1
545	00701020140000	Z1A	3,049.00	0	\$0.00	1
546	00701020150000	Z1A	3,049.00	0	\$0.00	1
547	00701020160000	Z1A	3,049.00	0	\$0.00	1
548	00701020170000	Z1A	5,120.00	0	\$0.00	1
549	00701020180000	Z1A	5,227.00	0.15496	\$809.98	
550	00701020190000	Z1A	5,120.00	0.15496	\$793.40	
551	00701020200000	Z1A	5,120.00	0.15496	\$793.40	
552	00701020210000	Z1A	5,120.00	0.15496	\$793.40	
553	00701020220000	Z1A	3,200.00	0.15496	\$495.87	
554	00701020230000	Z1A	1,382.89	0.15496	\$214.29	6
555	00701020240000	Z1A	1,455.64	0.15496	\$225.57	6
556	00701020250000	Z1A	1,329.64	0.15496	\$206.04	6
557	00701020260000	Z1A	12,900.00	0.15496	\$1,998.98	
558	00701020270000	Z1A	6,400.00	0.15496	\$991.74	
559	00701030010000	Z1A	12,800.00	0.15496	\$1,983.49	
560	00701030020000	Z1A	6,400.00	0.15496	\$991.74	
561	00701030030000	Z1A	6,400.00	0.15496	\$991.74	
562	00701030040000	Z1A	6,400.00	0.15496	\$991.74	
563	00701030050000	Z1A	6,400.00	0.15496	\$991.74	

564	00701030060000	Z1A	526.99	0.15496	\$81.66	6
565	00701030100000	Z1A	3,200.00	0.15496	\$495.87	
566	00701030110000	REC	12,632.00	0.090041	\$1,137.40	
567	00701030200000	Z1A	7,466.00	0.15496	\$1,156.93	
568	00701030210000	Z1A	2,400.00	0.15496	\$371.90	
569	00701030220000	Z1A	25,600.00	0.15496	\$3,966.98	
570	00701030230000	Z1A	10,400.00	0.15496	\$1,611.58	
571	00701040020000	REC	13,760.00	0.090041	\$1,238.96	
572	00701040170000	REC	31,040.00	0.090041	\$2,794.87	
573	00701040180000	REC	6,400.00	0.090041	\$576.26	
574	00701040190000	REC	58,528.00	0.090041	\$5,269.92	
575	00701050010000	Z1A	3,200.00	0	\$0.00	1
576	00701050020000	Z1A	3,200.00	0.15496	\$495.87	
577	00701050030000	Z1A	6,400.00	0.15496	\$991.74	
578	00701050040000	Z1A	6,534.00	0	\$0.00	1
579	00701050050000	Z1A	6,400.00	0.15496	\$991.74	
580	00701050060000	Z1A	6,400.00	0.15496	\$991.74	
581	00701050070000	Z1A	2,195.88	0.15496	\$340.27	6
582	00701050080000	Z1A	6,400.00	0	\$0.00	1
583	00701050090000	Z1A	3,485.00	0.15496	\$540.04	
584	00701050100000	Z1A	2,614.00	0	\$0.00	1
585	00701050150000	Z1A	6,400.00	0.15496	\$991.74	
586	00701050180000	Z1A	6,534.00	0.15496	\$1,012.51	
587	00701050190000	Z1A	3,049.00	0	\$0.00	1
588	00701050200000	Z1A	3,200.00	0	\$0.00	1
589	00701050210000	Z1A	3,049.00	0	\$0.00	1
590	00701050220000	Z1A	3,049.00	0	\$0.00	1
591	00701050230000	Z1A	12,800.00	0.15496	\$1,983.49	
592	00701050250000	Z1A	12,806.00	0.15496	\$1,984.42	
593	00701060010000	P	132,422.00	0.123806	\$16,394.64	
594	00701110010000	Z1A	2,614.00	0	\$0.00	1
595	00701110060000	Z1A	6,400.00	0.15496	\$991.74	
596	00701110110000	Z1A	3,200.00	0.15496	\$495.87	
597	00701110120000	Z1A	3,200.00	0.15496	\$495.87	
598	00701110130000	Z1A	3,200.00	0.15496	\$495.87	
599	00701110140000	Z1A	3,200.00	0	\$0.00	1
600	00701110150000	Z1A	11,326.00	0.15496	\$1,755.08	
601	00701110160000	Z1A	8,000.00	0.15496	\$1,239.68	
602	00701110170000	Z1A	6,400.00	0.15496	\$991.74	
603	00701110180000	Z1A	6,400.00	0.15496	\$991.74	
604	00701110190000	Z1A	6,400.00	0.15496	\$991.74	
605	00701110200000	Z1A	19,200.00	0.15496	\$2,975.23	

606	00701110220000	Z1A	10,000.00	0.15496	\$1,549.60	
607	00701110250000	Z1A	10,349.55	0.15496	\$1,603.77	6
608	00701120010000	P	131,160.00	0.123806	\$16,238.39	
609	00701130260000	Z1A	25,600.00	0.15496	\$3,966.98	
610	00701130320000	Z1A	14,866.00	0.15496	\$2,303.64	
611	00701130330000	Z1A	43,010.00	0.15496	\$6,664.83	
612	00701130340000	Z1A	25,600.00	0.15496	\$3,966.98	
613	00701140030000	H	110,870.00	0.090041	\$9,982.85	
615	00701180010000	P2	110,836.00	0.123806	\$13,722.16	
616	00701210040000	Z2A	6,400.00	0.15496	\$991.74	
617	00701210050000	Z2A	6,400.00	0.15496	\$991.74	
618	00701210060000	Z2A	12,800.00	0.15496	\$1,983.49	
619	00701210120000	Z2A	9,600.00	0.15496	\$1,487.62	
620	00701210130000	Z2A	3,049.00	0.15496	\$472.47	
621	00701210140000	Z2A	25,600.00	0.15496	\$3,966.98	
622	00701210150000	Z2A	12,969.00	0.15496	\$2,009.68	
623	00701210160000	Z2A	25,600.00	0.15496	\$3,966.98	
624	00701220050000	Z2A	5,600.00	0.15496	\$867.78	
625	00701220060000	Z2A	7,200.00	0.15496	\$1,115.71	
626	00701220090000	Z2A	6,400.00	0.15496	\$991.74	
627	00701220150000	Z2A	12,800.00	0.15496	\$1,983.49	
628	00701220160000	Z2A	25,600.00	0.15496	\$3,966.98	
629	00701220170000	Z2A	19,200.00	0.15496	\$2,975.23	
630	00701220180000	Z2A	25,600.00	0.15496	\$3,966.98	
631	00701230390000	Z2A	14,095.00	0.15496	\$2,184.16	
632	00701230450000	Z2A	12,800.00	0.15496	\$1,983.49	
633	00701230460000	Z2A	136,889.00	0.15496	\$21,212.32	
634	00701410010000	Z1A	3,200.00	0.15496	\$495.87	
635	00701410020000	Z1A	3,049.00	0	\$0.00	1
636	00701410030000	Z1A	3,177.76	0.15496	\$492.43	6
637	00701410040000	Z1A	3,200.00	0	\$0.00	1
638	00701410090000	Z1A	3,049.00	0	\$0.00	1
639	00701410100000	Z1A	9,600.00	0.15496	\$1,487.62	
640	00701410110000	Z1A	6,400.00	0.15496	\$991.74	
641	00701410120000	Z1A	6,400.00	0	\$0.00	1
642	00701410130000	Z1A	6,534.00	0	\$0.00	1
643	00701410140000	Z1A	6,534.00	0.15496	\$1,012.51	
644	00701410200000	Z1A	19,200.00	0.15496	\$2,975.23	
645	00701410220004	Z1A	0.00	0	\$0.00	2
645	00701410220005	Z1A	0.00	0	\$0.00	2
645	00701410220006	Z1A	0.00	0	\$0.00	2
645	00701410220007	Z1A	0.00	0	\$0.00	2

645	00701410220008	Z1A	0.00	0	\$0.00	2
645	00701410220009	Z1A	0.00	0	\$0.00	2
645	00701410220010	Z1A	0.00	0	\$0.00	2
645	00701410220011	Z1A	0.00	0	\$0.00	2
645	00701410220012	Z1A	0.00	0	\$0.00	2
645	00701410220013	Z1A	0.00	0	\$0.00	2
645	00701410220014	Z1A	0.00	0	\$0.00	2
645	00701410220015	Z1A	0.00	0	\$0.00	2
645	00701410220016	Z1A	0.00	0	\$0.00	2
645	00701410220017	Z1A	0.00	0	\$0.00	2
645	00701410220018	Z1A	0.00	0	\$0.00	2
645	00701410220019	Z1A	0.00	0	\$0.00	2
645	00701410220020	Z1A	0.00	0	\$0.00	2
645	00701410220021	Z1A	0.00	0	\$0.00	2
645	00701410220022	Z1A	0.00	0	\$0.00	2
645	00701410220023	Z1A	0.00	0	\$0.00	2
645	00701410220024	Z1A	0.00	0	\$0.00	2
645	00701410220025	Z1A	0.00	0	\$0.00	2
645	00701410220026	Z1A	0.00	0	\$0.00	2
645	00701410220027	Z1A	0.00	0	\$0.00	2
645	00701410220028	Z1A	0.00	0	\$0.00	2
645	00701410220029	Z1A	0.00	0	\$0.00	2
645	00701410220030	Z1A	0.00	0	\$0.00	2
645	00701410220031	Z1A	0.00	0	\$0.00	3
645	00701410220032	Z1A	0.00	0	\$0.00	2
645	00701410220033	Z1A	0.00	0	\$0.00	2
645	00701410220034	Z1A	0.00	0	\$0.00	2
645	00701410220035	Z1A	0.00	0	\$0.00	2
645	00701410220036	Z1A	0.00	0	\$0.00	2
645	00701410220037	Z1A	0.00	0	\$0.00	2
645	00701410220038	Z1A	0.00	0	\$0.00	2
645	00701410220039	Z1A	0.00	0	\$0.00	2
645	00701410220040	Z1A	0.00	0	\$0.00	2
645	00701410220041	Z1A	0.00	0	\$0.00	2
645	00701410220042	Z1A	0.00	0	\$0.00	2
645	00701410220043	Z1A	0.00	0	\$0.00	2
645	00701410220044	Z1A	0.00	0	\$0.00	2
645	00701410220045	Z1A	0.00	0	\$0.00	2
645	00701410220046	Z1A	0.00	0	\$0.00	2
645	00701410220047	Z1A	0.00	0	\$0.00	2
645	00701410220048	Z1A	0.00	0	\$0.00	2
645	00701410220049	Z1A	0.00	0	\$0.00	2

645	00701410220050	Z1A	0.00	0	\$0.00	2
645	00701410220051	Z1A	0.00	0	\$0.00	2
645	00701410220052	Z1A	0.00	0	\$0.00	2
645	00701410220053	Z1A	0.00	0	\$0.00	2
645	00701410220054	Z1A	0.00	0	\$0.00	2
645	00701410220055	Z1A	0.00	0	\$0.00	2
645	00701410220056	Z1A	0.00	0	\$0.00	2
645	00701410220057	Z1A	0.00	0	\$0.00	2
645	00701410220058	Z1A	0.00	0	\$0.00	2
645	00701410220059	Z1A	0.00	0	\$0.00	2
645	00701410220060	Z1A	0.00	0	\$0.00	2
645	00701410220061	Z1A	0.00	0	\$0.00	2
645	00701410220062	Z1A	0.00	0	\$0.00	2
645	00701410220063	Z1A	0.00	0	\$0.00	2
645	00701410220064	Z1A	0.00	0	\$0.00	2
645	00701410220065	Z1A	0.00	0	\$0.00	2
645	00701410220066	Z1A	0.00	0	\$0.00	2
645	00701410220067	Z1A	0.00	0	\$0.00	2
645	00701410220068	Z1A	0.00	0	\$0.00	2
645	00701410220069	Z1A	0.00	0	\$0.00	2
645	00701410220070	Z1A	0.00	0	\$0.00	2
645	00701410220071	Z1A	0.00	0	\$0.00	2
645	00701410220072	Z1A	0.00	0	\$0.00	2
645	00701410220073	Z1A	0.00	0	\$0.00	2
645	00701410220074	Z1A	0.00	0	\$0.00	2
645	00701410220075	Z1A	0.00	0	\$0.00	2
645	00701410220076	Z1A	0.00	0	\$0.00	2
645	00701410220077	Z1A	0.00	0	\$0.00	2
645	00701410220078	Z1A	0.00	0	\$0.00	2
645	00701410220079	Z1A	0.00	0	\$0.00	2
645	00701410220080	Z1A	0.00	0	\$0.00	2
645	00701410220081	Z1A	0.00	0	\$0.00	2
645	00701410220082	Z1A	0.00	0	\$0.00	2
645	00701410220083	Z1A	0.00	0	\$0.00	2
645	00701410220084	Z1A	0.00	0	\$0.00	2
645	00701410220085	Z1A	0.00	0	\$0.00	2
645	00701410220086	Z1A	0.00	0	\$0.00	2
645	00701410220087	Z1A	0.00	0	\$0.00	2
645	00701410220088	Z1A	0.00	0	\$0.00	2
645	00701410220089	Z1A	0.00	0	\$0.00	2
645	00701410220090	Z1A	0.00	0	\$0.00	2
645	00701410220091	Z1A	0.00	0	\$0.00	2

645	00701410220092	Z1A	0.00	0	\$0.00	2
645	00701410220093	Z1A	0.00	0	\$0.00	2
645	00701410220094	Z1A	0.00	0	\$0.00	2
645	00701410220095	Z1A	0.00	0	\$0.00	2
645	00701410220096	Z1A	0.00	0	\$0.00	2
645	00701410220002	Z1A	238.59	0.15496	\$36.97	
645	00701410220001	Z1A	383.74	0.15496	\$59.46	
645	00701410220003	Z1A	12,623.39	0.15496	\$1,956.12	
646	00701410230000	Z1A	6,492.00	0.15496	\$1,006.00	
647	00701420010000	Z1A	3,049.00	0.15496	\$472.47	
648	00701420020000	Z1A	3,200.00	0.15496	\$495.87	
649	00701420030000	Z1A	3,200.00	0.15496	\$495.87	
650	00701420040000	Z1A	3,200.00	0.15496	\$495.87	
651	00701420050000	Z1A	6,534.00	0.15496	\$1,012.51	
652	00701420090000	Z1A	3,485.00	0	\$0.00	1
653	00701420100000	Z1A	1,742.00	0	\$0.00	1
654	00701420110000	Z1A	499.93	0.15496	\$77.47	6
655	00701420120000	Z1A	2,614.00	0	\$0.00	1
656	00701420130000	Z1A	2,614.00	0	\$0.00	1
661	00701420240000	P	19,166.00	0.123806	\$2,372.87	
662	00701430010000	Z1A	6,400.00	0.15496	\$991.74	
663	00701430020000	Z1A	3,600.00	0.15496	\$557.86	
664	00701430040000	Z1A	4,600.00	0	\$0.00	1
665	00701430070000	Z1A	12,800.00	0.15496	\$1,983.49	
666	00701430110000	Z1A	6,400.00	0.15496	\$991.74	
667	00701430120000	Z1A	6,400.00	0.15496	\$991.74	
668	00701430130000	Z1A	3,200.00	0.15496	\$495.87	
669	00701430140000	Z1A	1,429.64	0.15496	\$221.54	6
670	00701430150000	Z1A	3,200.00	0.15496	\$495.87	
671	00701430160000	Z1A	3,049.00	0	\$0.00	1
672	00701430190000	Z1A	11,000.00	0.15496	\$1,704.56	
673	00701430200000	Z1A	4,000.00	0.15496	\$619.84	
674	00701430210000	Z1A	4,000.00	0.15496	\$619.84	
675	00701430220000	Z1A	4,000.00	0.15496	\$619.84	
676	00701430230000	Z1A	4,000.00	0.15496	\$619.84	
677	00701430240000	Z1A	4,800.00	0.15496	\$743.81	
678	00701430250000	Z1A	4,800.00	0.15496	\$743.81	
679	00701430270000	Z1A	13,058.00	0.15496	\$2,023.47	
680	00701440060000	Z1A	12,800.00	0.15496	\$1,983.49	
681	00701440070000	Z1A	3,200.00	0.15496	\$495.87	
682	00701440080000	Z1A	3,049.00	0	\$0.00	1
683	00701440090000	Z1A	3,200.00	0.15496	\$495.87	

684	00701440100000	Z1A	1,514.81	0.15496	\$234.73	6
685	00701440200000	Z1A	25,600.00	0.15496	\$3,966.98	
686	00701440210000	Z1A	25,600.00	0.15496	\$3,966.98	
687	00701440220000	Z1A	2,880.00	0.15496	\$446.28	
688	00701440230000	Z1A	4,000.00	0.15496	\$619.84	
689	00701440240000	Z1A	4,000.00	0.15496	\$619.84	
690	00701440250000	Z1A	2,400.00	0.15496	\$371.90	
691	00701440260000	Z1A	6,400.00	0.15496	\$991.74	
692	00701440270000	Z1A	5,920.00	0.15496	\$917.36	
693	00701450020000	Z1A	3,200.00	0.15496	\$495.87	
694	00701450080000	Z1A	8,000.00	0.15496	\$1,239.68	
695	00701450090000	Z1A	12,800.00	0.15496	\$1,983.49	
696	00701450100000	Z1A	3,049.00	0	\$0.00	1
697	00701450110000	Z1A	3,200.00	0.15496	\$495.87	
698	00701450120000	Z1A	3,600.00	0.15496	\$557.86	
699	00701450130000	Z1A	2,614.00	0	\$0.00	1
700	00701450140000	Z1A	17,600.00	0.15496	\$2,727.30	
701	00701450150000	Z1A	48,583.00	0.15496	\$7,528.42	
702	00701460010000	Z1A	12,800.00	0.15496	\$1,983.49	
703	00701460020000	Z1A	6,400.00	0.15496	\$991.74	
704	00701460030000	Z1A	6,400.00	0.15496	\$991.74	
705	00701460040000	Z1A	6,400.00	0.15496	\$991.74	
706	00701460050000	Z1A	740.57	0.15496	\$114.76	6
707	00701460060000	Z1A	12,800.00	0.15496	\$1,983.49	
708	00701460070000	Z1A	12,800.00	0.15496	\$1,983.49	
709	00701460100000	Z1A	6,400.00	0	\$0.00	1
710	00701460110000	Z1A	4,311.26	0.15496	\$668.07	6
711	00701460120000	Z1A	6,400.00	0.15496	\$991.74	
712	00701460130000	Z1A	3,049.00	0.15496	\$472.47	
713	00701460140000	Z1A	3,200.00	0.15496	\$495.87	
714	00701460150000	Z1A	12,800.00	0.15496	\$1,983.49	
715	00701510010000	Z1A	3,200.00	0.15496	\$495.87	
716	00701510020000	Z1A	3,200.00	0.15496	\$495.87	
717	00701510070000	Z1A	6,534.00	0	\$0.00	1
718	00701510080000	Z1A	3,049.00	0	\$0.00	1
719	00701510090000	Z1A	1,009.64	0.15496	\$156.45	6
720	00701510100000	Z1A	3,049.00	0	\$0.00	1
721	00701510110000	Z1A	3,049.00	0	\$0.00	1
722	00701510160000	Z1A	6,400.00	0.15496	\$991.74	
723	00701510210000	Z1A	3,049.00	0.15496	\$472.47	
724	00701510220000	Z1A	12,800.00	0.15496	\$1,983.49	
725	00701510230000	Z1A	25,600.00	0.15496	\$3,966.98	

726	00701510250000	Z1A	8,068.00	0.15496	\$1,250.22	
727	00701510260000	Z1A	10,789.00	0.15496	\$1,671.86	
728	00701510270000	Z1A	10,524.00	0.15496	\$1,630.80	
729	00701520010000	Z1A	3,080.00	0.15496	\$477.28	
730	00701520040000	Z1A	6,534.00	0.15496	\$1,012.51	
731	00701520050000	Z1A	6,400.00	0.15496	\$991.74	
732	00701520060000	Z1A	6,400.00	0.15496	\$991.74	
733	00701520070000	Z1A	6,400.00	0.15496	\$991.74	
734	00701520080000	REC	12,800.00	0.090041	\$1,152.52	
735	00701520100000	Z1A	3,049.00	0	\$0.00	1
736	00701520110000	Z1A	3,049.00	0	\$0.00	1
737	00701520130000	Z1A	6,534.00	0	\$0.00	1
738	00701520140000	Z1A	6,534.00	0	\$0.00	1
739	00701520150000	Z1A	3,049.00	0	\$0.00	1
740	00701520160000	Z1A	1,920.00	0	\$0.00	1
741	00701520200000	Z1A	20,480.00	0.15496	\$3,173.58	
742	00701520210000	Z1A	6,400.00	0.15496	\$991.74	
743	00701520220000	Z1A	6,400.00	0.15496	\$991.74	
744	00701520230000	Z1A	3,320.00	0.15496	\$514.47	
853	00701630010000	Z1A	3,049.00	0	\$0.00	1
854	00701630020000	Z1A	3,049.00	0	\$0.00	1
855	00701630030000	Z1A	3,049.00	0	\$0.00	1
856	00701630040000	Z1A	9,600.00	0.15496	\$1,487.62	
857	00701630050000	Z1A	6,534.00	0.15496	\$1,012.51	
858	00701630060000	Z1A	6,400.00	0.15496	\$991.74	
859	00701630110000	Z1A	3,049.00	0.15496	\$472.47	
860	00701630120000	Z1A	4,800.00	0.15496	\$743.81	
861	00701630140000	Z1A	8,000.00	0	\$0.00	1
862	00701630150000	Z1A	1,861.07	0.15496	\$288.39	6
863	00701630160000	Z1A	6,400.00	0	\$0.00	1
864	00701630170000	Z1A	4,000.00	0.15496	\$619.84	
865	00701630180000	Z1A	3,920.00	0.15496	\$607.44	
866	00701630190000	Z1A	8,000.00	0	\$0.00	1
867	00701630200000	Z1A	4,792.00	0	\$0.00	1
868	00701630210000	Z1A	19,605.00	0.15496	\$3,037.99	
892	00701650050000	Z1A	4,777.00	0.15496	\$740.24	
893	00701650060000	Z1A	4,792.00	0.15496	\$742.57	
894	00701650070000	Z1A	3,920.00	0	\$0.00	1
895	00701650080000	Z1A	3,049.00	0	\$0.00	1
896	00701650090000	Z1A	3,049.00	0	\$0.00	1
897	00701650100000	Z1A	3,049.00	0	\$0.00	1
898	00701650110000	Z1A	3,049.00	0	\$0.00	1

899	00701650120000	Z1A	6,400.00	0.15496	\$991.74	
900	00701650130000	Z1A	12,800.00	0.15496	\$1,983.49	
901	00701650150000	Z1A	3,200.00	0.15496	\$495.87	
902	00701650180000	Z1A	28,563.00	0.15496	\$4,426.12	
903	00701650190000	Z1A	4,800.00	0.15496	\$743.81	
904	00701650200000	Z1A	11,200.00	0.15496	\$1,735.55	
910	00701660140000	REC	32,695.00	0.090041	\$2,943.89	
911	00701660160000	Z1A	18,507.00	0.15496	\$2,867.84	
912	00701710010000	REC	19,440.00	0.090041	\$1,750.40	
913	00701710020000	H	11,761.00	0.090041	\$1,058.97	
914	00701710030000	H	12,410.00	0.090041	\$1,117.41	
915	00701710040000	H	3,200.00	0.090041	\$288.13	
916	00701710050000	H	3,200.00	0.090041	\$288.13	
917	00701710060000	H	3,200.00	0.090041	\$288.13	
918	00701710070000	H	3,200.00	0.090041	\$288.13	
919	00701710080000	H	9,600.00	0.090041	\$864.39	
920	00701710110000	REC	6,400.00	0.090041	\$576.26	
921	00701710160000	Z1A	12,800.00	0.15496	\$1,983.49	
922	00701710170000	H	9,600.00	0.090041	\$864.39	
923	00701720010000	H	1,742.00	0.090041	\$156.85	
924	00701720020000	H	4,792.00	0.090041	\$431.48	
925	00701720030000	H	6,400.00	0.090041	\$576.26	
926	00701720040000	H	12,800.00	0.090041	\$1,152.52	
927	00701720050000	H	12,800.00	0.090041	\$1,152.52	
928	00701720100000	H	6,400.00	0.090041	\$576.26	
929	00701720130000	H	6,400.00	0.090041	\$576.26	
930	00701720140000	H	6,400.00	0.090041	\$576.26	
931	00701720160000	H	3,200.00	0.090041	\$288.13	
932	00701720170000	H	12,800.00	0.090041	\$1,152.52	
933	00701720180000	H	9,600.00	0.090041	\$864.39	
934	00701720190000	H	6,400.00	0.090041	\$576.26	
935	00701720200000	Z1A	6,400.00	0.15496	\$991.74	
936	00701720210000	Z1A	6,400.00	0.15496	\$991.74	
937	00701730010000	H	52,379.00	0.090041	\$4,716.26	
938	00701730020000	H	12,632.00	0.090041	\$1,137.40	
939	00701730030000	H	12,800.00	0.090041	\$1,152.52	
940	00701730040000	H	25,600.00	0.090041	\$2,305.05	
941	00701740030000	Z1A	50,783.00	0.15496	\$7,869.33	
942	00701740040000	Z1A	38,820.00	0.15496	\$6,015.55	
943	00701740050000	Z1A	12,380.00	0.15496	\$1,918.40	
945	00701810020000	Z2A	6,400.00	0.15496	\$991.74	
946	00701810030000	Z2A	6,400.00	0.15496	\$991.74	

947	00701810090000	Z2A	27,868.00	0.15496	\$4,318.43	
948	00701810100000	Z2A	10,633.00	0.15496	\$1,647.69	
949	00701810110000	Z2A	11,431.00	0.15496	\$1,771.35	
950	00701810120000	Z2A	1,802.00	0.15496	\$279.24	
951	00701810130000	Z2A	28,948.00	0.15496	\$4,485.78	
952	00701810140000	Z2A	10,256.00	0.15496	\$1,589.27	
953	00701820010000	Z2A	37,776.00	0.15496	\$5,853.77	
954	00701830030000	Z2A	27,542.00	0.15496	\$4,267.91	
955	00701830050000	Z2A	11,693.00	0.15496	\$1,811.95	
956	00701830080000	Z2A	59,731.00	0.15496	\$9,255.92	
957	00702110010000	Z2A	12,800.00	0.15496	\$1,983.49	
958	00702110080000	Z2A	21,600.00	0.15496	\$3,347.14	
959	00702110100000	Z2A	38,400.00	0.15496	\$5,950.46	
960	00702110110000	Z2A	12,800.00	0.15496	\$1,983.49	
961	00702110120000	Z2A	16,800.00	0.15496	\$2,603.33	
962	00702120100000	Z2A	12,800.00	0.15496	\$1,983.49	
963	00702120110000	Z2A	6,534.00	0.15496	\$1,012.51	
964	00702120120000	Z2A	6,400.00	0.15496	\$991.74	
965	00702120130000	Z2A	6,400.00	0.15496	\$991.74	
966	00702120140000	Z2A	6,534.00	0.15496	\$1,012.51	
967	00702120150000	Z2A	3,332.23	0.15496	\$516.36	6
968	00702120160000	Z2A	6,534.00	0.15496	\$1,012.51	
969	00702120180000	Z2A	6,400.00	0.15496	\$991.74	
970	00702120190000	Z2A	45,769.00	0.15496	\$7,092.36	
971	00702140020000	Z2A	17,246.00	0.15496	\$2,672.44	
972	00702140070000	Z2A	27,213.00	0.15496	\$4,216.93	
973	00702150010000	Z2A	3,410.00	0.15496	\$528.41	
974	00702150270000	Z2A	3,363.00	0.15496	\$521.13	
975	00702160290000	Z2A	13,090.00	0.15496	\$2,028.43	
990	00702430010000	Z1A	3,049.00	0.15496	\$472.47	
991	00702430020000	Z1A	3,049.00	0.15496	\$472.47	
992	00702430030000	Z1A	3,049.00	0.15496	\$472.47	
993	00702430040000	Z1A	3,049.00	0.15496	\$472.47	
994	00702430050000	Z1A	4,792.00	0.15496	\$742.57	
995	00702430060000	Z1A	1,742.00	0.15496	\$269.94	
996	00702430070000	Z1A	6,534.00	0.15496	\$1,012.51	
997	00702430090000	Z1A	3,049.00	0	\$0.00	1
998	00702430100000	Z1A	3,049.00	0	\$0.00	1
999	00702430110000	Z1A	5,907.78	0.15496	\$915.47	6
1000	00702430170000	Z1A	3,049.00	0.15496	\$472.47	
1001	00702430180000	Z1A	5,663.00	0.15496	\$877.54	
1002	00702430190000	Z1A	3,920.00	0.15496	\$607.44	

1003	00702430200000	Z1A	3,049.00	0.15496	\$472.47	
1004	00702430210000	Z1A	3,049.00	0.15496	\$472.47	
1005	00702430220000	Z1A	3,049.00	0.15496	\$472.47	
1006	00702430230000	Z1A	3,049.00	0.15496	\$472.47	
1007	00702430240000	Z1A	6,400.00	0.15496	\$991.74	
1008	00702430260000	Z1A	6,400.00	0.15496	\$991.74	
1009	00702430270000	Z1A	25,600.00	0.15496	\$3,966.98	
1010	00702430280000	Z1A	1,600.00	0.15496	\$247.94	
1011	00702440050000	Z1A	6,400.00	0.15496	\$991.74	
1012	00702440060000	Z1A	6,400.00	0.15496	\$991.74	
1013	00702440080000	Z1A	6,400.00	0.15496	\$991.74	
1014	00702440090000	Z1A	3,200.00	0.15496	\$495.87	
1015	00702440100000	Z1A	3,049.00	0	\$0.00	1
1016	00702440110000	Z1A	6,400.00	0.15496	\$991.74	
1017	00702440120000	Z1A	1,944.99	0.15496	\$301.40	6
1018	00702440130000	Z1A	3,049.00	0	\$0.00	1
1019	00702440150000	Z1A	6,400.00	0.15496	\$991.74	
1020	00702440160000	Z1A	6,534.00	0	\$0.00	1
1021	00702440170000	Z1A	3,200.00	0	\$0.00	1
1022	00702440180000	Z1A	3,200.00	0.15496	\$495.87	
1023	00702440190000	Z1A	3,200.00	0	\$0.00	1
1024	00702440200000	Z1A	2,400.00	0.15496	\$371.90	6
1025	00702440230000	Z1A	4,000.00	0.15496	\$619.84	
1026	00702440240000	Z1A	4,000.00	0.15496	\$619.84	
1027	00702440250000	Z1A	4,000.00	0.15496	\$619.84	
1028	00702440260000	Z1A	4,000.00	0.15496	\$619.84	
1029	00702440270000	Z1A	4,800.00	0.15496	\$743.81	
1030	00702440280000	Z1A	4,800.00	0.15496	\$743.81	
1031	00702440290000	Z1A	12,800.00	0.15496	\$1,983.49	
1032	00702450010000	Z1A	3,049.00	0	\$0.00	1
1033	00702450020000	Z1A	3,049.00	0.15496	\$472.47	
1034	00702450030000	Z1A	3,049.00	0	\$0.00	1
1035	00702450040000	Z1A	3,200.00	0.15496	\$495.87	
1036	00702450050000	Z1A	6,534.00	0.15496	\$1,012.51	
1037	00702450060000	Z1A	4,356.00	0	\$0.00	1
1038	00702450070000	Z1A	4,320.00	0.15496	\$669.43	
1039	00702450080000	Z1A	4,356.00	0	\$0.00	1
1040	00702450090000	Z1A	3,057.32	0.15496	\$473.76	6
1041	00702450100000	Z1A	3,485.00	0	\$0.00	1
1042	00702450110000	Z1A	3,520.00	0.15496	\$545.46	
1043	00702450140000	Z1A	12,800.00	0.15496	\$1,983.49	
1044	00702450150000	Z1A	6,400.00	0.15496	\$991.74	

1045	00702450160000	Z1A	6,400.00	0.15496	\$991.74	
1046	00702450170000	Z1A	3,200.00	0.15496	\$495.87	
1047	00702450180000	Z1A	1,600.00	0.15496	\$247.94	
1048	00702450190000	Z1A	10,000.00	0.15496	\$1,549.60	
1049	00702450200000	Z1A	4,400.00	0.15496	\$681.82	
1050	00702450210000	Z1A	6,534.00	0	\$0.00	1
1051	00702450220000	Z1A	5,760.00	0.15496	\$892.57	
1052	00702460030000	H	25,600.00	0.090041	\$2,305.05	
1053	00702460050000	Z1A	6,400.00	0.15496	\$991.74	
1054	00702460060000	Z1A	6,534.00	0.15496	\$1,012.51	
1055	00702460090000	Z1A	6,400.00	0.15496	\$991.74	
1056	00702460100000	Z1A	12,800.00	0.15496	\$1,983.49	
1057	00702460110000	Z1A	12,800.00	0.15496	\$1,983.49	
1058	00702460120000	Z1A	25,600.00	0.15496	\$3,966.98	
1059	00702460130000	Z1A	3,246.00	0.15496	\$503.00	
1060	00702460140000	Z1A	3,246.00	0	\$0.00	1
1061	00702510030000	Z1A	2,133.00	0.15496	\$330.53	
1062	00702510070000	Z1A	6,534.00	0	\$0.00	1
1063	00702510080000	Z1A	6,534.00	0.15496	\$1,012.51	
1064	00702510090000	Z1A	6,400.00	0.15496	\$991.74	
1065	00702510100000	Z1A	6,534.00	0	\$0.00	1
1066	00702510110000	Z1A	3,200.00	0	\$0.00	1
1067	00702510120000	Z1A	3,049.00	0.15496	\$472.47	
1068	00702510210000	Z1A	2,614.00	0	\$0.00	1
1069	00702510220000	Z1A	425.19	0.15496	\$65.89	6
1070	00702510230000	Z1A	6,428.00	0.15496	\$996.08	
1071	00702510240000	Z1A	4,266.00	0.15496	\$661.06	
1072	00702510250000	Z1A	12,800.00	0.15496	\$1,983.49	
1073	00702520200000	Z1A	6,400.00	0.15496	\$991.74	
1074	00702520210000	Z1A	1,880.00	0.15496	\$291.32	
1075	00702520220000	Z1A	1,880.00	0.15496	\$291.32	
1076	00702520230000	Z1A	2,624.00	0.15496	\$406.62	
1077	00702520280000	Z1A	25,920.00	0.15496	\$4,016.56	
1121	00702710080000	Z1A	4,800.00	0.15496	\$743.81	
1122	00702710090000	Z1A	2,400.00	0.15496	\$371.90	
1123	00702710100000	Z1A	976.27	0.15496	\$151.28	6
1124	00702710160000	Z1A	6,400.00	0.15496	\$991.74	
1126	00702710280000	Z1A	6,400.00	0.15496	\$991.74	
1128	00702710300000	Z1A	5,415.00	0.15496	\$839.11	
1129	00702720090000	Z1A	4,356.00	0	\$0.00	1
1130	00702720100000	Z1A	2,178.00	0	\$0.00	1
1131	00702720130000	Z1A	3,049.00	0.15496	\$472.47	

1132	00702720140000	Z1A	3,049.00	0	\$0.00	1
1133	00702720150000	Z1A	3,049.00	0	\$0.00	1
1134	00702720280000	Z1A	12,800.00	0.15496	\$1,983.49	
1135	00702730010000	Z1A	6,622.00	0.15496	\$1,026.15	
1136	00702730020000	Z1A	6,270.00	0.15496	\$971.60	
1137	00702730030000	Z1A	19,200.00	0.15496	\$2,975.23	
1138	00702730040000	Z1A	6,534.00	0.15496	\$1,012.51	
1139	00702730080000	Z1A	3,485.00	0.15496	\$540.04	
1140	00702730170000	Z1A	1,277.22	0.15496	\$197.92	6
1141	00702730180000	Z1A	2,968.00	0.15496	\$459.92	
1142	00702730190000	Z1A	1,512.00	0.15496	\$234.30	
1143	00702730220000	Z1A	9,583.00	0.15496	\$1,484.98	
1144	00702730250000	Z1A	6,400.00	0.15496	\$991.74	
1145	00702740010000	Z1A	3,049.00	0	\$0.00	1
1146	00702740210000	Z1A	3,200.00	0.15496	\$495.87	
1147	00702740220000	Z1A	3,049.00	0	\$0.00	1
1148	00702740230000	Z1A	451.98	0.15496	\$70.04	6
1149	00702740270000	Z1A	9,583.00	0.15496	\$1,484.98	
1150	00702810030000	Z2A	1,282.69	0.15496	\$198.77	6
1151	00702810040000	Z2A	3,049.00	0	\$0.00	1
1152	00702810050000	Z2A	12,632.00	0.15496	\$1,957.45	
1153	00702810060000	REC2	667.73	0.090041	\$60.12	6
1154	00702810130000	Z2A	12,800.00	0.15496	\$1,983.49	
1155	00702810140000	Z2A	12,800.00	0.15496	\$1,983.49	
1156	00702810150000	Z2A	25,600.00	0.15496	\$3,966.98	
1157	00702810160000	Z2A	6,400.00	0.15496	\$991.74	
1158	00702810170000	Z2A	16,000.00	0.15496	\$2,479.36	
1159	00702820170000	Z2A	45,950.00	0.15496	\$7,120.41	
1160	00702830060000	Z2A	6,185.00	0.15496	\$958.43	
1161	00702830070000	Z2A	211,702.00	0.15496	\$32,805.34	
1162	00703110080000	Z1A	3,920.00	0	\$0.00	1
1163	00703110110000	Z1A	12,800.00	0.15496	\$1,983.49	
1164	00703110210000	Z1A	8,000.00	0.15496	\$1,239.68	
1165	00703130010000	Z1A	10,454.00	0.15496	\$1,619.95	
1166	00703130020000	Z1A	1,312.55	0.15496	\$203.39	6
1167	00703130030000	Z1A	3,049.00	0	\$0.00	1
1168	00703130040000	Z1A	6,400.00	0.15496	\$991.74	
1169	00703130050000	Z1A	2,614.00	0.15496	\$405.07	
1170	00703130060000	Z1A	12,632.00	0.15496	\$1,957.45	
1171	00703130070000	Z1A	3,200.00	0.15496	\$495.87	
1172	00703130080000	Z1A	3,200.00	0.15496	\$495.87	
1173	00703130090000	Z1A	3,200.00	0.15496	\$495.87	

1174	00703130100000	Z1A	3,200.00	0.15496	\$495.87	
1175	00703130110000	Z1A	12,800.00	0.15496	\$1,983.49	
1176	00703130120000	Z1A	13,068.00	0.15496	\$2,025.02	
1177	00703130130000	Z1A	17,400.00	0.15496	\$2,696.30	
1178	00703130140000	Z1A	1,800.00	0.15496	\$278.93	
1179	00703130150000	Z1A	3,049.00	0.15496	\$472.47	
1180	00703130160000	Z1A	3,520.00	0.15496	\$545.46	
1181	00703140010000	Z1A	6,400.00	0.15496	\$991.74	
1182	00703140060000	Z1A	3,200.00	0.15496	\$495.87	
1183	00703140080000	Z1A	13,504.00	0.15496	\$2,092.58	
1184	00703140090000	Z1A	3,200.00	0.15496	\$495.87	
1185	00703140100000	Z1A	3,200.00	0.15496	\$495.87	
1186	00703140110000	Z1A	3,200.00	0.15496	\$495.87	
1187	00703140120000	Z1A	3,200.00	0.15496	\$495.87	
1188	00703140130000	Z1A	13,600.00	0.15496	\$2,107.46	
1189	00703140140000	Z1A	13,504.00	0.15496	\$2,092.58	
1190	00703140150000	Z1A	25,380.00	0.15496	\$3,932.88	
1191	00703140160000	Z1A	436.00	0.15496	\$67.56	
1192	00703140170000	Z1A	9,600.00	0.15496	\$1,487.62	
1193	00703140180000	Z1A	6,400.00	0.15496	\$991.74	
1194	00703150010000	Z1A	3,049.00	0	\$0.00	1
1195	00703150020000	Z1A	3,200.00	0.15496	\$495.87	
1196	00703150030000	Z1A	3,200.00	0.15496	\$495.87	
1197	00703150040000	Z1A	3,200.00	0.15496	\$495.87	
1198	00703150050000	Z1A	6,534.00	0.15496	\$1,012.51	
1199	00703150060000	Z1A	6,400.00	0.15496	\$991.74	
1200	00703150070000	Z1A	6,400.00	0.15496	\$991.74	
1201	00703150080000	Z1A	6,400.00	0.15496	\$991.74	
1202	00703150090000	Z1A	3,200.00	0	\$0.00	1
1203	00703150100000	Z1A	2,651.28	0.15496	\$410.84	6
1204	00703150110000	Z1A	3,200.00	0.15496	\$495.87	
1205	00703150120000	Z1A	3,200.00	0.15496	\$495.87	
1206	00703150130000	Z1A	3,049.00	0	\$0.00	1
1207	00703150140000	Z1A	3,049.00	0	\$0.00	1
1208	00703150150000	Z1A	3,049.00	0	\$0.00	1
1209	00703150160000	Z1A	3,200.00	0.15496	\$495.87	
1210	00703150170000	Z1A	6,400.00	0.15496	\$991.74	
1211	00703150180000	Z1A	1,556.65	0.15496	\$241.22	6
1212	00703150190000	Z1A	6,400.00	0.15496	\$991.74	
1213	00703150200000	Z1A	6,400.00	0.15496	\$991.74	
1214	00703150210000	Z1A	3,200.00	0.15496	\$495.87	
1215	00703150220000	Z1A	3,049.00	0.15496	\$472.47	

1216	00703150230000	Z1A	3,049.00	0	\$0.00	1
1217	00703150240000	Z1A	3,049.00	0	\$0.00	1
1218	00703160010000	Z1A	83,748.00	0.15496	\$12,977.59	
1219	00703210010000	Z1A	3,200.00	0.15496	\$495.87	
1220	00703210020000	Z1A	3,049.00	0	\$0.00	1
1221	00703210030000	Z1A	3,200.00	0	\$0.00	1
1222	00703210160000	Z1A	12,800.00	0.15496	\$1,983.49	
1223	00703410010000	P	111,370.00	0.123806	\$13,788.27	
1224	00703420110000	Z1A	4,792.00	0	\$0.00	1
1225	00703420120000	Z1A	3,200.00	0.15496	\$495.87	
1226	00703420200000	H	52,500.00	0.090041	\$4,727.15	
1227	00703430010000	Z1A	3,049.00	0.15496	\$472.47	
1228	00703430020000	Z1A	3,049.00	0	\$0.00	1
1229	00703430030000	Z1A	3,200.00	0	\$0.00	1
1230	00703430040000	Z1A	1,380.90	0.15496	\$213.98	6
1231	00703430210000	Z1A	3,200.00	0.15496	\$495.87	
1232	00703430220000	Z1A	3,200.00	0	\$0.00	1
1233	00703430230000	Z1A	3,049.00	0	\$0.00	1
1234	00703430240000	Z1A	3,049.00	0	\$0.00	1
1235	00703440030000	Z1A	94,511.00	0.15496	\$14,645.42	
1236	00703510010000	Z2B	110,084.00	0.08779	\$9,664.27	
1237	00703530060000	Z2B	47,234.00	0.08779	\$4,146.67	
1294	01000230070000	Z1A	5,491.00	0.15496	\$850.89	
1299	01000230180000	Z1A	10,930.00	0.15496	\$1,693.71	
1300	01000230190000	Z1A	16,270.00	0.15496	\$2,521.20	
1301	01000230220000	Z1A	17,733.00	0.15496	\$2,747.91	
1302	01000230230000	Z1A	467.00	0.15496	\$72.37	
1303	01000230240000	Z1A	221.00	0.15496	\$34.25	
1304	01000230250000	Z1A	5,825.00	0.15496	\$902.64	
1305	01000230260000	Z1A	6,975.00	0.15496	\$1,080.85	
1306	01000230270000	Z1A	14,179.00	0.15496	\$2,197.18	
1307	01000240090000	Z1A	8,500.00	0.15496	\$1,317.16	
1308	01000240110000	Z1A	6,868.00	0.15496	\$1,064.27	
1309	01000240120000	Z1A	11,832.00	0.15496	\$1,833.49	
1310	01000240130000	Z1A	285.00	0	\$0.00	4
1312	01000240150000	Z1A	288.00	0	\$0.00	4
1313	01000240160000	Z1A	26,912.00	0.15496	\$4,170.28	
1314	01000250010000	Z1A	6,400.00	0.15496	\$991.74	
1315	01000250020000	Z1A	6,400.00	0.15496	\$991.74	
1316	01000250030000	Z1A	38,400.00	0.15496	\$5,950.46	
1317	01000250120000	Z1A	6,434.00	0.15496	\$997.01	
1318	01000250180000	Z1A	3,815.00	0	\$0.00	1

1319	01000250190000	Z1A	5,910.00	0	\$0.00	1
1320	01000260020000	Z1A	3,049.00	0	\$0.00	1
1321	01000260030000	Z1A	3,200.00	0	\$0.00	1
1322	01000260250000	Z1A	1,892.00	0	\$0.00	1
1323	01000510010000	Z1A	25,600.00	0.15496	\$3,966.98	
1324	01000510020000	Z1A	12,800.00	0.15496	\$1,983.49	
1325	01000510030000	REC	5,560.00	0.090041	\$500.63	
1326	01000510040000	REC	4,040.00	0.090041	\$363.77	
1327	01000510050000	REC	3,200.00	0.090041	\$288.13	
1328	01000510100000	Z1A	6,534.00	0.15496	\$1,012.51	
1329	01000510110000	Z1A	6,534.00	0.15496	\$1,012.51	
1330	01000510120000	Z1A	3,049.00	0	\$0.00	1
1331	01000510130000	Z1A	3,485.00	0	\$0.00	1
1332	01000510140000	Z1A	3,049.00	0	\$0.00	1
1333	01000510150000	Z1A	3,049.00	0	\$0.00	1
1334	01000510160000	REC	25,600.00	0.090041	\$2,305.05	
1335	01000530030000	Z1A	51,836.00	0.15496	\$8,032.51	
1340	01000530150000	REC	25,600.00	0.090041	\$2,305.05	
1341	01000530140000	Z1A	25,600.00	0.15496	\$3,966.98	
1343	01000250040000	Z1A	3,600.00	0.15496	\$557.86	
1344	01000250050000	Z1A	2,800.00	0.15496	\$433.89	
1345	01000260090000	Z1A	3,049.00	0	\$0.00	1
1346	01000320030000	Z1A	9,180.00	0.15496	\$1,422.53	
1347	01000320020000	Z1A	6,098.00	0.15496	\$944.95	
1348	01000260100000	Z1A	6,534.00	0.15496	\$1,012.51	
1349	01000260110000	Z1A	3,049.00	0.15496	\$472.47	
1350	01000320010000	Z1A	9,180.00	0.15496	\$1,422.53	
1359	01000260260000	Z1A	1,360.00	0	\$0.00	1
1361	01000260040000	Z1A	3,200.00	0.15496	\$495.87	
1363	01000260320000	Z1A	2,303.00	0	\$0.00	1
1364	01000250110000	Z1A	3,049.00	0	\$0.00	1
1366	01000260310000	Z1A	2,000.00	0	\$0.00	1
1367	01000260270000	Z1A	1,475.00	0	\$0.00	1
1368	01000260330000	Z1A	2,303.00	0	\$0.00	1
1369	01000260280000	Z1A	1,454.00	0	\$0.00	1
1370	01000260300000	Z1A	2,000.00	0	\$0.00	1
1371	01000250200000	Z1A	10,667.00	0	\$0.00	1
1372	01000260290000	Z1A	1,475.00	0	\$0.00	1
1374	01000260070000	Z1A	6,534.00	0	\$0.00	1
1376	01000250080000	Z1A	4,267.00	0	\$0.00	1
1377	01000260080000	Z1A	6,534.00	0.15496	\$1,012.51	
1378	01000250070000	Z1A	4,356.00	0	\$0.00	1

1379	01000330100000	Z1A	16,000.00	0.15496	\$2,479.36	
1380	01004000010000	Z1A	7,013.00	0.15496	\$1,086.73	
1381	00702140050000	Z2A	72,310.00	0.15496	\$11,205.16	
1382	00702140060000	Z2A	1,811.00	0.15496	\$280.63	
1383	00702140080000	Z2A	110.00	0.15496	\$17.05	
1384	00702730110000	Z1A	6,534.00	0.15496	\$1,012.51	
1385	00702730140000	Z1A	4,267.00	0.15496	\$661.21	
1386	00702730150000	Z1A	12,800.00	0.15496	\$1,983.49	
1387	00702730260000	Z1A	14,986.00	0.15496	\$2,322.23	
1388	00702740050000	Z1A	6,400.00	0.15496	\$991.74	
1389	00702740060000	Z1A	6,534.00	0.15496	\$1,012.51	
1390	00702740070000	Z1A	6,534.00	0.15496	\$1,012.51	
1391	00702740080000	Z1A	6,534.00	0.15496	\$1,012.51	
1392	00702740090000	Z1A	3,200.00	0.15496	\$495.87	
1393	00702740100000	Z1A	3,049.00	0.15496	\$472.47	
1394	00702740110000	Z1A	3,049.00	0	\$0.00	1
1395	00702740120000	Z1A	3,049.00	0.15496	\$472.47	
1396	00702740130000	Z1A	3,200.00	0.15496	\$495.87	
1397	00702740180000	Z1A	6,534.00	0.15496	\$1,012.51	
1398	00702740190000	Z1A	6,534.00	0	\$0.00	1
1399	00702740200000	Z1A	3,049.00	0	\$0.00	1
1400	00702740260000	Z1A	22,748.00	0.15496	\$3,525.03	
1401	00703160020000	Z1A	27,200.00	0.15496	\$4,214.91	
1402	00703240050000	Z1A	273,557.00	0.15496	\$42,390.39	
1403	00703430050000	Z1A	6,534.00	0	\$0.00	1
1404	00703430060000	Z1A	6,400.00	0.15496	\$991.74	
1405	00703430070000	Z1A	6,534.00	0	\$0.00	1
1406	00703430180000	Z1A	6,534.00	0	\$0.00	1
1407	00703430190000	Z1A	6,400.00	0	\$0.00	1
1408	00703430200000	Z1A	6,534.00	0	\$0.00	1
1409	00703430260000	Z1A	19,200.00	0.15496	\$2,975.23	
1410	00703430290000	Z1A	19,470.00	0.15496	\$3,017.07	
1411	00703440020000	Z1A	15,216.00	0.15496	\$2,357.87	
1414	00703520060000	Z2B	25,600.00	0.08779	\$2,247.42	
1415	00703520110000	Z2B	25,600.00	0.08779	\$2,247.42	
1416	00703520130001	Z2B	0.00	0	\$0.00	5
1416	00703520130002	Z2B	11,086.00	0.08779	\$973.24	5
1417	00703520150000	Z2B	29,707.00	0.08779	\$2,607.98	
1418	00703520160000	Z2B	11,064.00	0.08779	\$971.31	
1419	00703530040000	Z2B	139,392.00	0.08779	\$12,237.22	
1420	00703530050000	Z2B	49,658.00	0.08779	\$4,359.48	
1421	00703530070000	Z2B	144,184.00	0.08779	\$12,657.91	

1422	01000100050000	Z2A	246,985.00	0.15496	\$38,272.80	
1423	01000330210000	Z1A	121,967.00	0.15496	\$18,900.01	
1424	01000520010000	Z1A	3,049.00	0	\$0.00	1
1425	01000520020000	Z1A	3,049.00	0	\$0.00	1
1426	01000520030000	Z1A	3,049.00	0	\$0.00	1
1427	01000520040000	Z1A	3,049.00	0	\$0.00	1
1428	01000520050000	Z1A	6,534.00	0	\$0.00	1
1429	01000520060000	Z1A	2,614.00	0	\$0.00	1
1430	01000520070000	Z1A	3,920.00	0	\$0.00	1
1431	01000520080000	Z1A	6,534.00	0	\$0.00	1
1432	01000520100000	Z1A	1,600.00	0.15496	\$247.94	6
1433	01000520110000	Z1A	0.00	0	\$0.00	1
1434	01000520120000	Z1A	291.01	0.15496	\$45.09	6
1435	01000520130000	Z1A	3,200.00	0	\$0.00	1
1447	01000520250000	Z1A	1,742.00	0.15496	\$269.94	
1448	01000520260000	Z1A	4,792.00	0.15496	\$742.57	
1449	01000540010000	Z1A	3,049.00	0	\$0.00	1
1450	01000540020000	Z1A	3,049.00	0	\$0.00	1
1451	01000540030000	Z1A	3,049.00	0	\$0.00	1
1452	01000540040000	Z1A	3,200.00	0.15496	\$495.87	
1453	01000540050000	Z1A	3,200.00	0.15496	\$495.87	
1455	01000540070000	Z1A	3,049.00	0.15496	\$472.47	
1456	01000540080000	Z1A	6,534.00	0	\$0.00	1
1457	01000540090000	Z1A	2,179.65	0.15496	\$337.76	6
1465	01000540250000	Z1A	6,400.00	0.15496	\$991.74	
1466	01000540260000	Z1A	6,400.00	0.15496	\$991.74	
1469	01000610030000	Z2B	108,900.00	0.08779	\$9,560.33	
1470	01000620040000	Z2B	22,400.00	0.08779	\$1,966.50	
1472	01000620180000	Z2B	12,800.00	0.08779	\$1,123.71	
1473	01000620200000	Z2B	12,800.00	0.08779	\$1,123.71	
1477	00703610240000	Z2A	65,340.00	0.15496	\$10,125.09	
1478	00703620160000	Z2A	23,140.00	0.15496	\$3,585.77	
1479	00703630270000	Z2A	17,640.00	0.15496	\$2,733.49	
1487	01000540290000	Z1A	1,873.00	0.15496	\$290.24	
1488	01000540280000	Z1A	1,350.00	0.15496	\$209.20	
1489	01000540270000	Z1A	1,350.00	0.15496	\$209.20	
1490	01000540300000	Z1A	1,527.00	0	\$0.00	1
1491	01000250210001	Z1A	0.00	0	\$0.00	
1491	01000250210002	Z1A	0.00	0	\$0.00	2
1491	01000250210003	Z1A	0.00	0	\$0.00	2
1491	01000250210004	Z1A	0.00	0	\$0.00	2
1491	01000250210006	Z1A	0.00	0	\$0.00	2

1491	01000250210005	Z1A	6,400.00	0.15496	\$991.74	3
1497	00703120060000	P	5,227.00	0.123806	\$647.13	
1498	00703120070000	P	4,356.00	0.123806	\$539.30	
1499	00703120080000	P	3,485.00	0.123806	\$431.46	
1500	00703120090000	P	3,485.00	0.123806	\$431.46	
1501	00703120290000	P	21,853.00	0.123806	\$2,705.53	
1502	00703210190000	Z1A	25,600.00	0.15496	\$3,966.98	
1503	00703210200000	Z1A	12,800.00	0.15496	\$1,983.49	
1504	00701830040000	Z2A	28,476.00	0.15496	\$4,412.64	
1505	00701770010000	P2	108,900.00	0.123806	\$13,482.47	
1506	00600610010000	P	6,600.00	0.123806	\$817.12	
1507	00600610100000	P	12,632.00	0.123806	\$1,563.92	
1508	00600610030000	P	33,977.00	0.123806	\$4,206.56	
1509	00600610090000	Z1A	8,000.00	0.15496	\$1,239.68	
1510	00600610080000	Z1A	8,000.00	0.15496	\$1,239.68	
1511	00600610070000	Z1A	8,000.00	0.15496	\$1,239.68	
1512	00600610120000	Z1A	14,490.00	0.15496	\$2,245.37	
1513	00701840010000	Z2A	5,600.00	0.15496	\$867.78	
1514	00301720140000	Z1A	3,049.00	0	\$0.00	1
1515	00700110100000	Z1A	3,485.00	0	\$0.00	1
1516	00700130020000	Z1A	4,356.00	0	\$0.00	1
1517	00301740270000	Z1A	9,600.00	0	\$0.00	1
1518	00700130030000	Z1A	3,500.00	0	\$0.00	1
1519	00700130040000	Z1A	6,534.00	0	\$0.00	1
1520	00700130050000	Z1A	6,400.00	0	\$0.00	1
1521	00701230380000	Z2A	9,585.00	0.15496	\$1,485.29	
1522	00701230370000	P2	9,148.00	0.123806	\$1,132.58	
1523	00301720120000	Z1A	3,200.00	0.15496	\$495.87	
1524	00301720130000	Z1A	3,049.00	0	\$0.00	1
1525	00301740200000	Z1A	3,200.00	0	\$0.00	1
1526	00700110110000	Z1A	3,049.00	0	\$0.00	1
1527	00700110120000	Z1A	3,200.00	0	\$0.00	1
1528	00700130010000	Z1A	4,800.00	0	\$0.00	1
1529	00301740160000	Z1A	12,800.00	0.15496	\$1,983.49	
1530	00701230420000	Z2A	37,563.00	0.15496	\$5,820.76	
1531	NOAPN	Z2A	108,900.00	0.15496	\$16,875.14	
1532	00602910010000	P	108,900.00	0.123806	\$13,482.47	
1533	00703230210000	Z1A	3,200.00	0.15496	\$495.87	
1534	00703230220000	Z1A	3,049.00	0.15496	\$472.47	
1535	00703230230000	Z1A	3,200.00	0.15496	\$495.87	
1536	00703230240000	Z1A	3,049.00	0.15496	\$472.47	
1537	01000330200000	Z1A	19,200.00	0.15496	\$2,975.23	

1538	01004000020000	Z1A	28,706.00	0.15496	\$4,448.28	
			11,771,820.44		\$1,526,208.40	

1 = Residential Units of 4 or less

2 = Residential Condos

3 = Residential Common Areas

4 = Public Utility Transformers

5 = 00703520130002 is ground floor and given the full lot size / 00703520130001 is air space and not assessed

6 = Mixed Use parcels

APPENDIX 3 – INTERCEPT SURVEY

MEMORANDUM

To: Midtown Business Association

From: Amy Lapin and Mark Polhemus

Subject: Intercept Survey Analysis and Validation; EPS #152043

Date: September 23, 2015

At the request of the Sacramento Midtown Business Association (MBA), Economic & Planning Systems, Inc. (EPS) provided guidance regarding the analysis and validation related to an intercept survey conducted by the MBA in summer 2015.

This memorandum documents the methodology, summarizes the results of the survey, and provides findings regarding the validity of the survey for use by the MBA assessment engineer in making specific findings of special and general benefit for the purpose of renewing and expanding the MBA Property-Based Improvement District (PBID). The survey results are summarized in this memorandum. **Appendix A** provides additional analysis of survey questions.

Background

The MBA was created in 1985 as a grassroots, business membership-driven organization to promote and protect the businesses in Midtown Sacramento through public service, support, and advocacy. In 2008, the MBA worked with business owners and public officials to form a PBID on a 5-year term. Guided by the PBID Management Plan, the MBA PBID leveraged City of Sacramento (City) services to help create an identity and vibrancy in Midtown Sacramento.

In 2012, the MBA PBID successfully renewed for a second 5-year term. Through the PBID Management Plan, MBA's programs provided functions and services, including trash collection, graffiti abatement, public security, homeless navigation, business advocacy, and marketing.

As of 2014, the MBA and PBID merged to form the PBID Corp doing business as (d.b.a.) MBA. Together, the PBID Corp d.b.a. MBA is renewing the PBID for 10 years (2017–2027) with the goals of expanding services and the service area. **Map 1** shows the MBA's current and proposed added boundaries.

The Economics of Land Use



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Purpose of Intercept Survey

The aim of the intercept survey is to ascertain how many people are in the PBID with purposes related to assessed parcels. The survey questions were designed to measure how many people are engaged in activities associated with the assessed parcels, such as shopping, dining, and doing business on or around the assessed parcels. The survey results will be used to estimate the amount of special benefit to the assessed parcels and general benefit to the public-at-large created by the MBA's programs.

Survey Methodology

Questionnaire Development

MBA staff, the assessment engineer, and Civitas developed the intercept survey based on multiple sources, including court decisions; Proposition 218; and intercept surveys used in other PBIDs, specifically Downtown Sacramento, Downtown Fresno, and Downtown Napa. The primary goal of the survey was to answer the following research question:

What proportion of individuals in Midtown Sacramento engage in activities related to assessed parcels, such as shopping, dining, and conducting business?

Based on this goal, EPS reviewed the survey instrument and offered revisions to ensure that response categories were mutually exclusive and exhaustive and the order of questions minimized respondent fatigue. Once the survey instrument was finalized, MBA developed a standard script for the surveyors to follow and provided training to MBA staff and volunteers to ensure consistent survey administration and tracking. The finalized survey instrument is found in **Appendix B**.

Sampling Framework and Administration

The total target sample of 500 respondents was stratified to ensure representation across all current and future MBA PBID Benefit Zones. **Table 1** shows the target number of surveys compared to the actual number of responses recorded in each Benefit Zone. MBA's current and proposed Benefit Zones are illustrated in **Map 1**.

MBA staff and volunteers varied the survey location and times to ensure a representative sample was obtained. Times were varied to reach different population segments in the existing and proposed PBID Benefit Zones. From July 15, 2015, to August 30, 2015, MBA staff and volunteers approached passersby to complete the survey, as shown in **Table 2**. During the administration period, MBA staff and volunteers obtained completed surveys from 101 participants.

Based on a 95-percent confidence level, the margin of error for the results of the survey is at most 10 percent for all percentages shown in the summary results section (**Appendix A**) of this report.¹ Many researchers and research texts suggest surveying a sample size that will produce a 5-percent margin of error at a 95-percent confidence level.² With a 2013 estimated population of 479,686 (US Census Bureau), the sample size for this survey should be at least 384 respondents to produce results with a 95-percent confidence level and 5-percent margin of error.³

Table A-1 compares the number of survey participants for the MBA intercept survey analysis to the Downtown Sacramento Partnership (DSP) intercept survey analysis, conducted in the spring of 2014. The DSP analysis includes 588 survey participants. The DSP survey has a 4-percent margin of error, compared to the MBA's survey of 10 percent. In addition, **Table A-1** provides statistics showing the contrast in survey participants compared to the number of parcels and property owners in each PBID.

Survey Results

As stated in the introduction, the aim of the intercept survey is to ascertain how many people are in the PBID with purposes related to assessed parcels. The results from the survey are used to estimate the amount of special benefit to the assessed parcels, relative to the amount of general benefit to the public-at-large, created by the MBA's programs.

Determine Special vs. General Benefit

Determining the amount of special benefit to the assessed parcels is accomplished by analyzing the number of people surveyed who are engaging in activities that indicate economic activity on the assessed parcels. Conversely, the amount of general benefit to the public-at-large from the MBA's programs is calculated by analyzing the number of people surveyed who are not engaging in activities that indicate economic activity on the assessed parcels. This was performed by analyzing the responses to the following questions:

- *(Survey Question 7) What is your primary reason for being in Midtown Sacramento today? (Choose only 1)*
- *(Survey Question 8) Next I am going to read a short list of activities. For each one, please tell me how likely it is that you will do that activity today or anytime this week while in Midtown Sacramento. Please answer either "Definitely", "Likely", "Not Likely", or "Definitely Not".*

¹ The terms "confidence level" and "margin of error" provide an indication of how well the survey sample represents the entire population. This analysis presents results based on a 95-percent confidence level and a 10-percent margin of error. This means the survey results will range ± 10 percent, 95 percent of the time, if the survey was replicated.

² Sample Size Table. The Research Advisors. <http://www.research-advisors.com/tools/SampleSize.htm>. Information retrieved September 1, 2015.

³ Sample Size Calculator. Creative Research Systems. <http://www.surveysystem.com/sscalc.htm>. Information retrieved September 1, 2015.

Calculate Special vs. General Benefit

The two survey questions mentioned above were used to determine the percentage of respondents who were in Midtown Sacramento to engage in activities indicating economic activity on the assessed parcels (Method 1) and to determine the percentage of respondents who were likely to engage in activities indicating economic activity on the assessed parcels in the near future (Method 2). The resulting percentages of Method 1 and Method 2 were averaged to determine special benefit vs. general benefit, respectively.

Method 1 (Today's Purpose for Visit)

Method 1 of assessing special benefit compared to general benefit was done by analyzing the responses to Question 7 of the survey, which asks the participants' purpose for visiting the PBID. All but two of the possible responses ("Stroll or walk around for leisure", or "Use public transportation (bus, light rail)") indicate economic activity on the assessed parcels or special benefit. EPS made adjustments to the responses to this question, as shown in **Table 3**. Of those who responded to activities that do not indicate economic activity on the assessed parcels, 6 respondents either live, work, or are business representatives in one of the PBID Benefit Zones, indicating they are contributing to economic activities on the assessed parcels. Under Method 1, the percentage of realized special benefit is estimated to be 95 percent.

Method 2 (Future Purposes for Visit)

Method 2 of assessing special benefit compared to general benefit was done by analyzing the responses to Question 8 of the survey, which pertains to the participants' likeliness to conduct future economic activity on the assessed parcels in the PBID. The responses indicating general benefit were calculated by counting the number of responses that participants are "Not Likely" or "Definitely not" going to engage in an economic activity on the assessed parcels in a PBID Benefit Zone, as shown in **Table 4**. Likewise with Method 1, participants were deducted from this calculation if they work, live, or are business representatives in a PBID Benefit Zone. Thus, only 3 respondents plan on participating in non-economic activities only. Under Method 2, the percentage of realized special benefit is estimated to be 97 percent.

Average

Finally, the special benefit and general benefit are determined by averaging the special benefit percentage calculations under Method 1 and Method 2. As surveyed, 96 percent of special benefit goes to the assessed parcels and 4 percent of general benefit goes to the public-at-large created by the MBA's programs, as shown in **Table 5**.

Other Results

- The MBA number of survey participants per parcel and property owner is significantly lower compared to the DSP survey analysis (see **Table A-1** for details).
- Nearly half of respondents (47 percent) live within the current and proposed expanded PBID boundary (see **Table A-2** for details).
- About 4 out of 10 respondents (41 percent) work within the current and proposed expanded PBID boundary (see **Table A-3** for details).

- About 9 out of 10 respondents (92 percent) are not business owners, property owners, or representatives of a property owner (see **Table A-4** for details).
- When asked which services or amenities are most desired in Midtown Sacramento, the top three responses are these (shown in **Table A-5**):
 - Cleanliness (46 percent).
 - Lighting (39 percent).
 - Safety (37 percent).

Conclusions

As noted in the introduction, the purpose of this study was to ensure the validity of the survey for use by the MBA assessment engineer in making specific findings of special benefit for the purpose of renewing the MBA PBID. MBA trained staff and volunteers on survey procedures and reviewed completed surveys to reduce error. EPS made the following findings:

- MBA staff and volunteers were not able to survey the target number of participants. As previously stated in the **Sampling Framework and Administration** section of this memorandum, this analysis presents results based on a 95-percent confidence level and a 10-percent margin of error. This means the true percentage of the average special benefit to assessed parcels can range from 86 percent to 100 percent because survey results cannot exceed 100 percent.
- Many researchers and research texts suggest surveying a sample size that will produce a 5-percent margin of error at a 95-percent confidence level.
- With a 2013 estimated population of 479,686 (US Census Bureau), the sample size for this survey should be 384 respondents to produce results with a 95-percent confidence level and a 5-percent margin of error.
- The overwhelming majority of respondents (96 percent) are representative of Special Benefit provided to assessed parcels from the MBA's programs.

Boundary Lines

- Expansion Areas
- Current Boundaries

Study Areas

- Current Boundaries
- Current Boundaries - Zone 2
- 2 / 19th & 21st Expansion
- 3 / L & N Expansion
- 4 / Sutter District Expansion
- 5 / Alhambra Expansion
- 5.2 / Alhambra Expansion Zone 2
- 6 / I Street Expansion
- 7 / McKinley Park Expansion

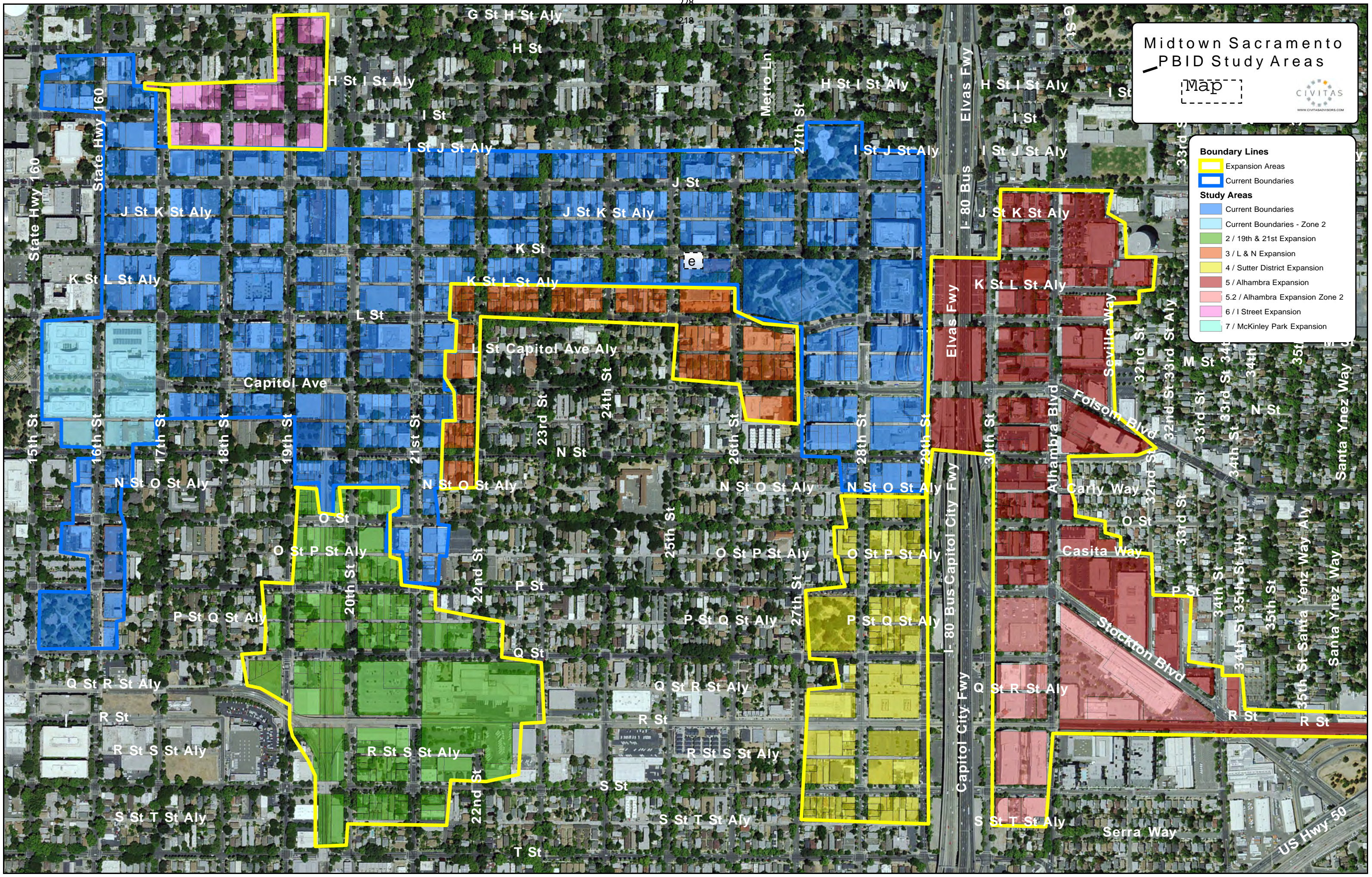


Table 1
Sacramento MBA Intercept Survey & Validation
Target Survey Responses

Item	Target Responses		Actual Responses		Actual Percentage of Target Responses
	Number	Percentage	Number	Percentage	
PBID Zone					
Current Midtown Boundaries	200	40.0%	47	46.5%	23.5%
I Street [1]	30	6.0%	1	1.0%	3.3%
19th and 21st Street	65	13.0%	13	12.9%	20.0%
L and N Street [1]	25	5.0%	0	0.0%	0.0%
Alhambra Blvd.	150	30.0%	22	21.8%	14.7%
Sutter District	30	6.0%	18	17.8%	60.0%
Total	500	100.0%	101	100.0%	20.2%

"responses_zone"

Source: MBA; EPS.

[1] This area has been removed from PBID expansion consideration.

Table 2
Sacramento MBA Intercept Survey & Validation
Proposed Survey Administration Schedule by Time and Day

PBID Zone	Location	Sample Day and Time								
		Wednesday 7/15/15	Monday 7/20/15	Wednesday 8/12/15	Saturday 8/15/15	Monday 8/17/15	Tuesday 8/18/15	Friday 8/28/15	Saturday 8/29/15	Sunday 8/30/15
Current Midtown Boundaries	I St. and 22nd St.		X							
	J St. and 20th St.		X							
	J St. and 27th St.	X	X	X					X	
	K St. and 18th St.		X			X				
	K St. and 24th St.		X				X			
19th and 21st	P St. and 20th St.			X						
	Q St. and 21st St.									X
Alhambra Blvd.	K St. and Alhambra Blvd.		X							
	S St. and Alhambra Blvd.				X					
Sutter District	S St. and 28th St.			X				X		

Source: MBA.

"time"

DRAFT

Table 3
Sacramento MBA Intercept Survey & Validation
Response Rate to Primary Purpose for Being in Midtown Sacramento

Method 1: Today's Purpose

Item	Survey Responses	Adjustments [1]	Adjusted Totals	Percentage of Total [2]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A+B</i>	<i>C/101</i>
Participation in Economic Activity				
Residence / Visiting Residents	20	0	20	19.8%
Eat or drink at a restaurant, cafe, or bar	30	0	30	29.7%
Go to work	19	0	19	18.8%
Conduct professional or personal business	15	0	15	14.9%
Go shopping	6	0	6	5.9%
Adjustments [1]	0	6	6	5.9%
Subtotal Conducting Economic Activity	90	6	96	95.0%
Participation in Noneconomic Activity				
Transit stop	6	(3)	3	3.0%
Stroll or walk around for leisure	5	(3)	2	2.0%
Subtotal Participation in Noneconomic Activity	11	(6)	5	5.0%
Total	101	0	101	100.0%

"method_1"

Source: MBA; EPS.

[1] Adjustments made for respondents who chose "Transit Stop" or "Stroll or walk around for leisure" who work, live, or are a business representative in a PBID benefit zone.

[2] Represents percentage of total number of respondents (101).

Table 4
Sacramento MBA Intercept Survey & Validation
Response Rate to Likelihood to Conduct Future Activities

Method 2:
Future Likelihood

Item	Survey Responses	Percentage of Total [1]
Participation in Economic Activity		
Eat or drink at a restaurant, cafe, or bar	92	91.1%
Go shopping	68	67.3%
Conduct professional or personal business	64	63.4%
Entertainment (movie, theater, night club)	52	51.5%
Attend a special event	36	35.6%
Stay overnight in a hotel	5	5.0%
Participation in Noneconomic Activity		
Stroll or walk around for leisure	78	77.2%
Use public transportation (bus, light rail)	44	43.6%
Combined Participation Results		
Participation In At Least One Economic Activity (Special Benefit)	98	97.0%
Participation In Noneconomic Activities Only (General Benefit) [3]	3	3.0%
Total	101	100.0%

"method_2"

Source: MBA; EPS.

[1] Represents percentage of total number of respondents (101).

[2] Calculated by counting the number of responses that participant is "Definitely" or "Likely" to conduct the following activity within a PBID benefit zone.

[3] Calculated by counting the number of responses that participant is "Not Likely" or "Definitely Not" to conduct an economic activity in a PBID benefit zone. Deducts participants who work, live, or are business representatives in a PBID benefit zone.

Table 5
Sacramento MBA Intercept Survey & Validation
Estimated Special and General Benefit from Survey Responses

Item	Source	Special Benefit Percentage	General Benefit Percentage
Method 1 (Purpose)	Table 3	95.0%	5.0%
Method 2 (Activity Likelihood)	Table 4	97.0%	3.0%
Average		96.0%	4.0%

"sb_calc"

Source: MBA; EPS.



APPENDICES:

- Appendix A: Additional Analysis of Survey Questions
- Appendix B: Finalized Survey Instrument



APPENDIX A:

Additional Analysis of Survey Questions

Table A-1	MBA Intercept Survey Response Rate Comparison	A-1
Table A-2	Respondents Living in PBID Benefit Zones	A-2
Table A-3	Respondents Working in PBID Benefit Zones	A-3
Table A-4	PBID Property Ownership	A-4
Table A-5	Midtown Sacramento Desired Improvements	A-5

Table A-1
Sacramento MBA Intercept Survey & Validation
MBA Intercept Survey Response Rate Comparison

Item	Survey Participants	Sacramento Population (2013)	Survey Percentage Margin of Error [1]	Number of Parcels in PBID	Property Owners in PBID	Participants per Number of Parcels	Participants per Number of Owners
Midtown Business Association	101	479,686	9.8	1,036	493	0.10	0.20
Downtown Sacramento Partnership	588	479,686	4.0	500	201	1.18	2.93

"response_comp"

Source: US Census Bureau; Creative Research Systems; Civitas; EPS.

[1] Margin of error calculated using a 95% confidence level.

Table A-2
Sacramento MBA Intercept Survey & Validation
Respondents Living in PBID Benefit Zones

Item	Number	Percentage
PBID Zone		
Current Midtown Boundaries	25	24.8%
19th and 21st (19th - 21st Streets between O Street and T Street)	8	7.9%
Alhambra Blvd (Alhambra Blvd and 30th Street between J Street and T Street)	4	4.0%
Sutter District (28th and 29th Streets between O Street and T Street)	10	9.9%
Subtotal Living in PBID	47	46.5%
Excluded from PBID Zones		
Not Living in PBID	45	44.6%
In Zones Removed from PBID Expansion Consideration		
L and N Street (L and N Streets between 22nd Street and 27th Street)	5	5.0%
I Street (I Street between 17th and 27th)	4	4.0%
Subtotal Removed Zones	9	8.9%
Subtotal Excluded from PBID Zones	54	53.5%
Total	101	100.0%

"live"

Source: MBA; EPS.

[1] Including respondents who live in zones removed from PBID expansion.

Table A-3
Sacramento MBA Intercept Survey & Validation
Respondents Working in PBID Benefit Zones

Item	Number	Percentage
PBID Zone		
Current Midtown Boundaries	21	20.8%
19th and 21st (19th - 21st Streets between O Street and T Street)	8	7.9%
Alhambra Blvd (Alhambra Blvd and 30th Street between J Street and T Street)	3	3.0%
Sutter District (28th and 29th Streets between O Street and T Street)	9	8.9%
Subtotal Living in PBID	41	40.6%
Excluded from PBID Zones		
Not Working in PBID	55	54.5%
In Zones Removed from PBID Expansion Consideration		
I Street (I Street between 17th and 27th)	3	3.0%
L and N Street (L and N Streets between 22nd Street and 27th Street)	2	2.0%
Subtotal Removed Zones	5	5.0%
Subtotal Excluded from PBID Zones	60	59.4%
Total	101	100.0%

"work"

Source: MBA; EPS.

Table A-4
Sacramento MBA Intercept Survey & Validation
PBID Property Ownership

Item	Number	Percentage
Business or property owner/representative		
Business owner	2	2.0%
Property owner	4	4.0%
Property owner representative	2	2.0%
Subtotal business or property owner/representative	8	7.9%
None of the above	93	92.1%
Total	101	100.0%

"ownership"

Source: MBA; EPS.

Table A-5
Sacramento MBA Intercept Survey & Validation
Midtown Sacramento Desired Improvements

Item	Number	Percentage
<i>Formula</i>	<i>A</i>	<i>A/101</i>
Services Desired by Respondents		
Cleanliness	46	45.5%
Lighting	39	38.6%
Safety	37	36.6%
Appearance	33	32.7%
Business Variety	31	30.7%
Availability of Unique Business	25	24.8%
Landscaping	22	21.8%
Signage	19	18.8%
Advertising	15	14.9%
Decorations	13	12.9%

"improvement"

Source: MBA; EPS.

APPENDIX B:
Finalized Survey Instrument



1. Surveyor

☐ Surveyor 1

☐ Surveyor 2

☐ Surveyor 3

2. Location

☐ I St. and 25th St.

☐ I St. and 22nd St.

☐ J St. and 27th St.

☐ J St. and 20th St.

☐ K St. and 18th St.

☐ K St. and 24th St.

☐ P St. and 20th St.

☐ Q St. and 21th St.

☐ L St. and 27th St.

☐ Capital Ave and 26th St.

☐ K St. Alhambra Blvd

☐ N St. Alhambra Blvd

☐ S St. and Alhambra Blvd

☐ S St and 28th Street

☐ P St. and 28th Street

3. Zone

☐ Current Midtown Boundaries

☐ 19th and 21st (19th - 21st Streets between O Street and T Street)

☐ I Street (I Street between 17th and 27th)

☐ L and N Street (L and N Streets between 22nd Street and 27th Street)

☐ Sutter District (28th and 29th Streets between O Street and T Street)

☐ Alhambra Blvd (Alhambra Blvd and 30th Street between J Street and T Street)

Hello, my name is _____. I represent the Midtown business Association and am conducting a study of visitors to Midtown. We would like to ask you six questions that will just take a couple of minutes. You will not be asked for money, and we will not contact you again. Your responses are completely anonymous and confidential. Ok?

4. Do you live in any of the areas shown on this map of Midtown Sacramento?

- ☐ Current Midtown Boundaries
- ☐ 19th and 21st (19th - 21st Streets between O Street and T Street)
- ☐ I Street (I Street between 17th and 27th)
- ☐ L and N Street (L and N Streets between 22nd Street and 27th Street)
- ☐ Sutter District (28th and 29th Streets between O Street and T Street)
- ☐ Alhambra Blvd (Alhambra Blvd and 30th Street between J Street and T Street)

5. Do you work in any of the areas shown on this map of Midtown Sacramento?

- ☐ Current Midtown Boundaries
- ☐ 19th and 21st (19th - 21st Streets between O Street and T Street)
- ☐ I Street (I Street between 17th and 27th)
- ☐ L and N Street (L and N Streets between 22nd Street and 27th Street)
- ☐ Sutter District (28th and 29th Streets between O Street and T Street)
- ☐ Alhambra Blvd (Alhambra Blvd and 30th Street between J Street and T Street)

6. Are you a business owner, property owner, or representative of a property owner in the Downtown area shown on this map? (A representative means a person who is authorized to make decisions on behalf of the property owner)

- ☐ Business owner
- ☐ Property owner
- ☐ Property owner representative
- ☐ None of the above

7. What is your primary reason for being Midtown today? (Chose only 1)

- ☐ Stroll or walk around for leisure
- ☐ Eat or drink at a restaurant, cafe, or bar
- ☐ Visit a nightclub
- ☐ Go shopping
- ☐ Watch a movie
- ☐ Conduct professional or personal business
- ☐ Attend a festival or a special event
- ☐ Stay overnight in a hotel
- ☐ Transit stop
- ☐ Residence / Visiting Residents
- ☐ Go to work

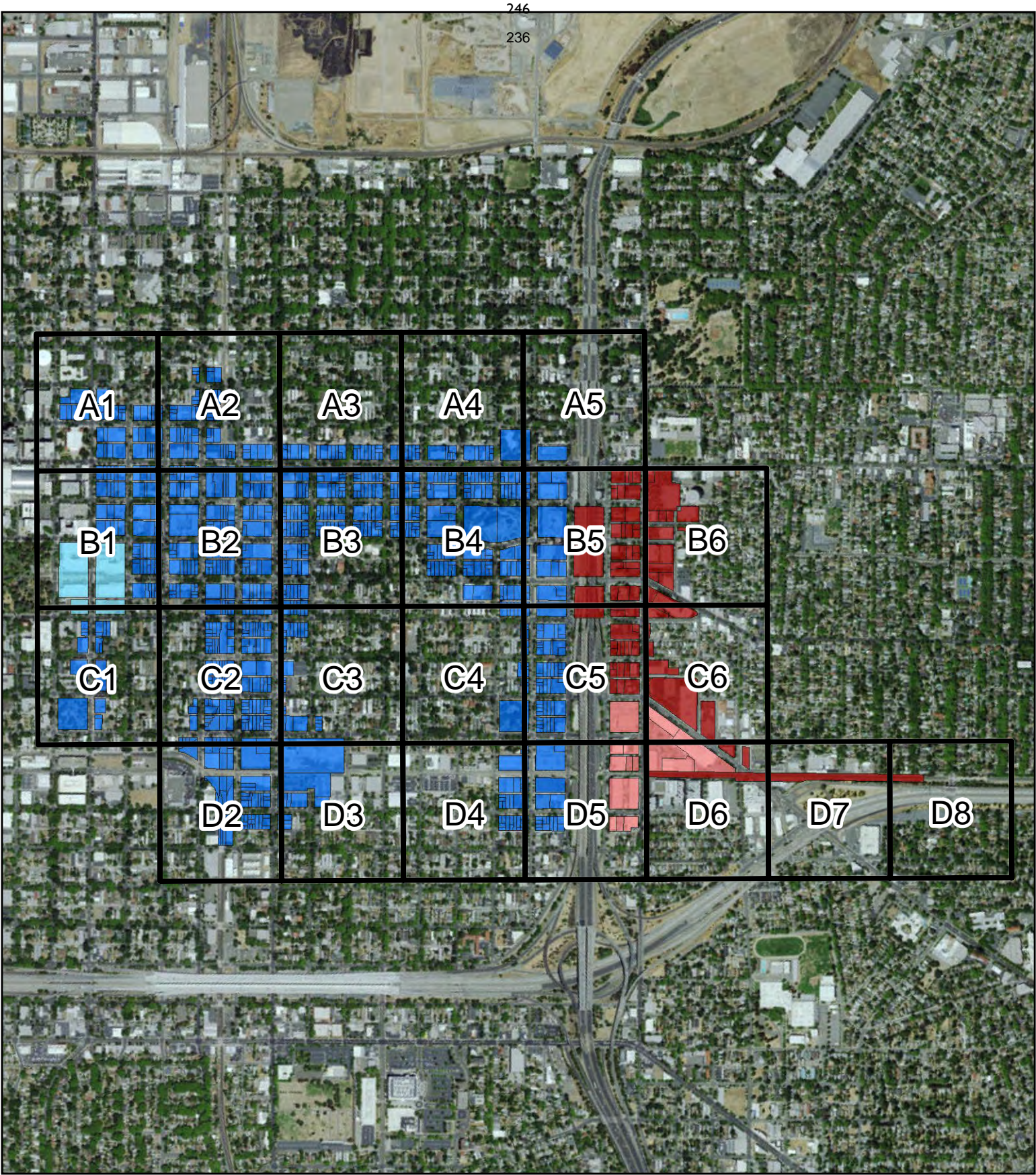
8. Next I am going to read a short list of activities. For each one, please tell me how likely it is that you will do that activity today or anytime this week while in Midtown Sacramento. Please answer either "Definitely", "Likely", "Not Likely" or "Definitely Not".

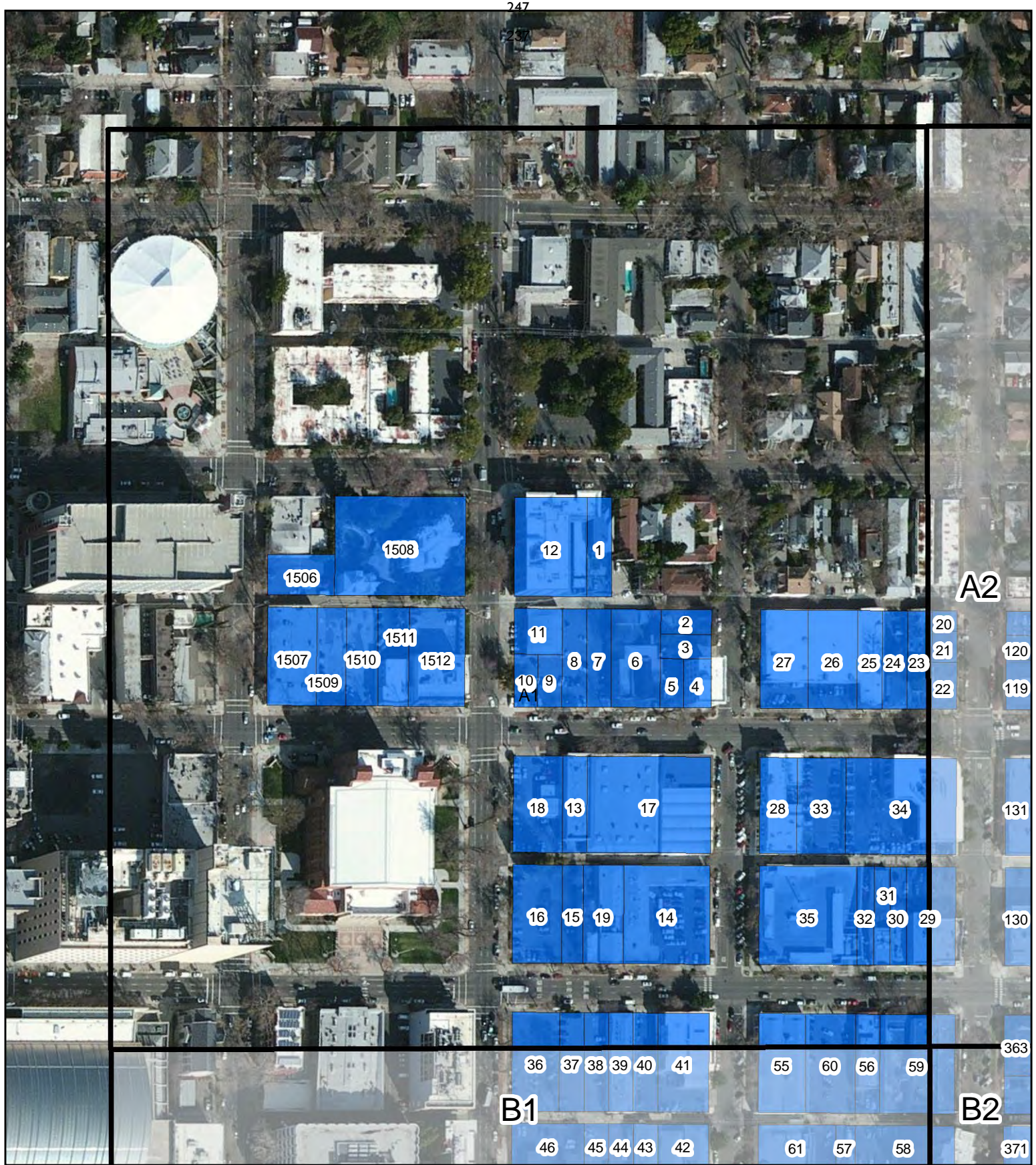
	Definitely	Likely	Not likely	Definitely not
Conduct professional or personal business	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Eat or drink at a restaurant, cafe, or bar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Go shopping	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Entertainment (movie, theater, night club)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attend a special event	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stay overnight in a hotel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stroll or walk around for leisure	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Use public transportation (bus, light rail)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

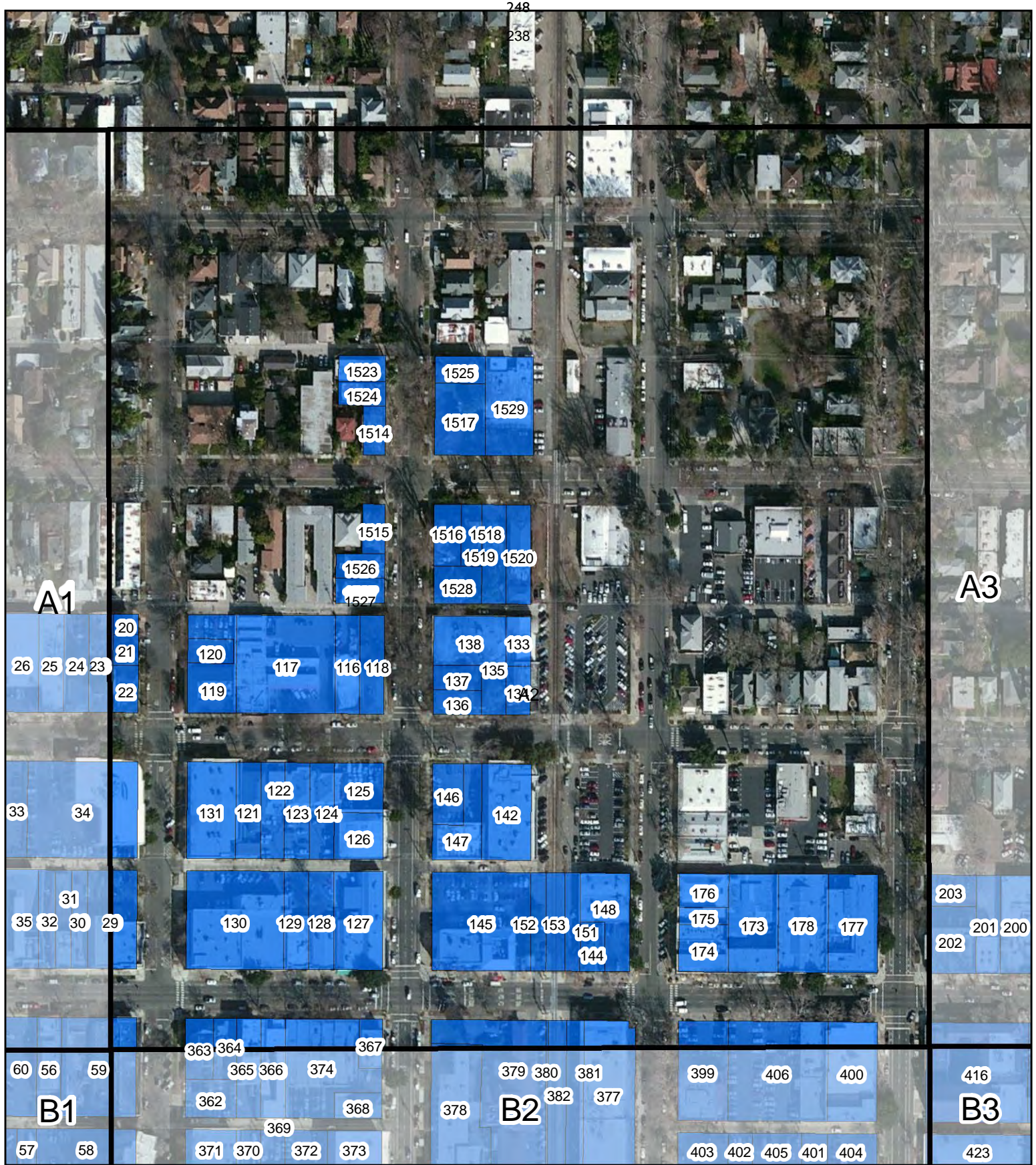
9. Are there any neighborhoods shown on this map of Midtown Sacramento that you do not, or will not go to?

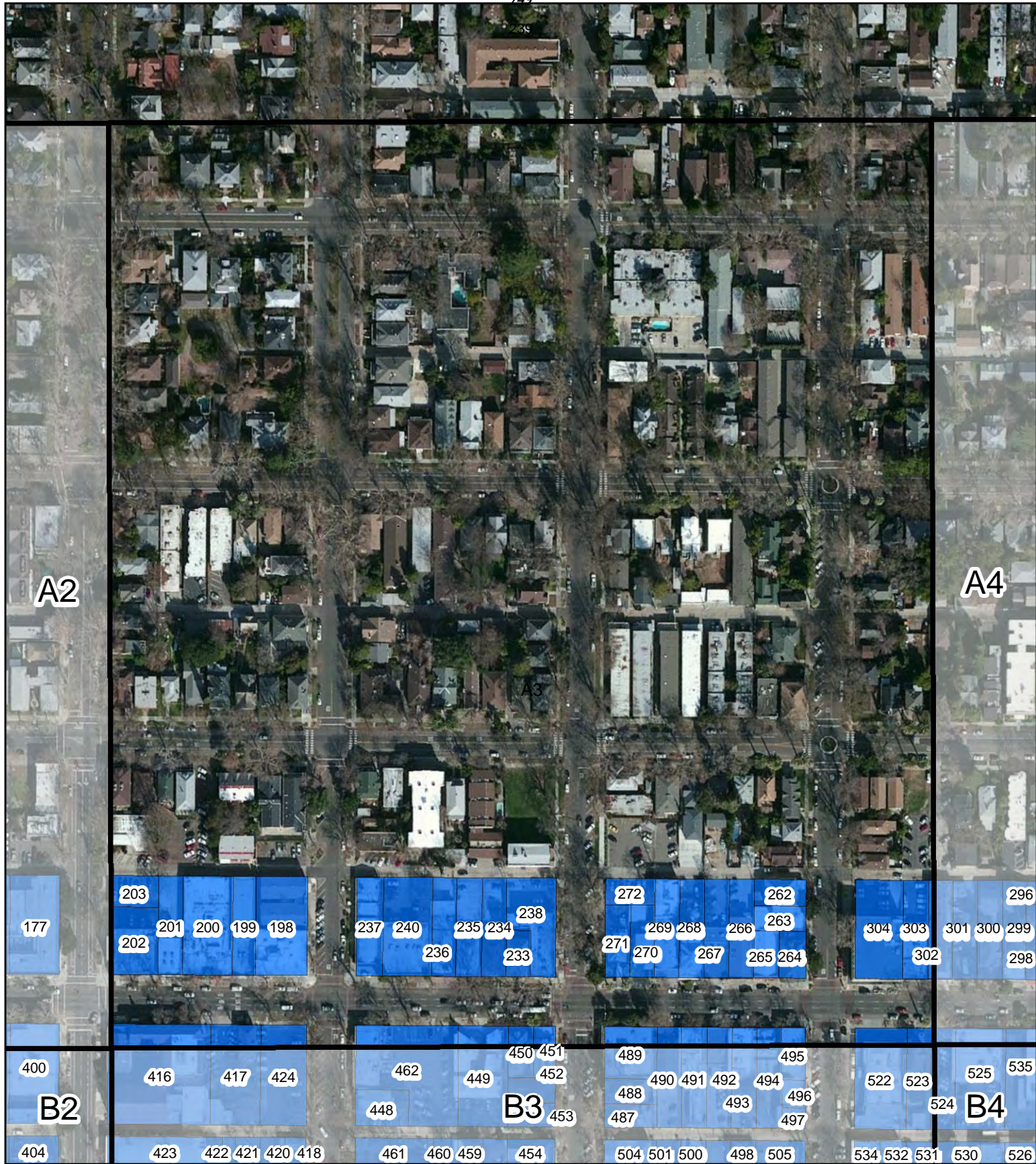
	Lack of cleanliness	Lack of safety	Lack of attractiveness	No reason to go	N/A
Current Midtown Boundaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19th and 21st (19th - 21st Streets between O Street and T Street)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I Street (I Street between 17th and 27th)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L and N Street (L and N Streets between 22nd Street and 27th Street)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sutter District (28th and 29th Streets between O Street and T Street)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alhambra Blvd (Alhambra Blvd and 30th Street between J Street and T Street)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX 4 – MAP





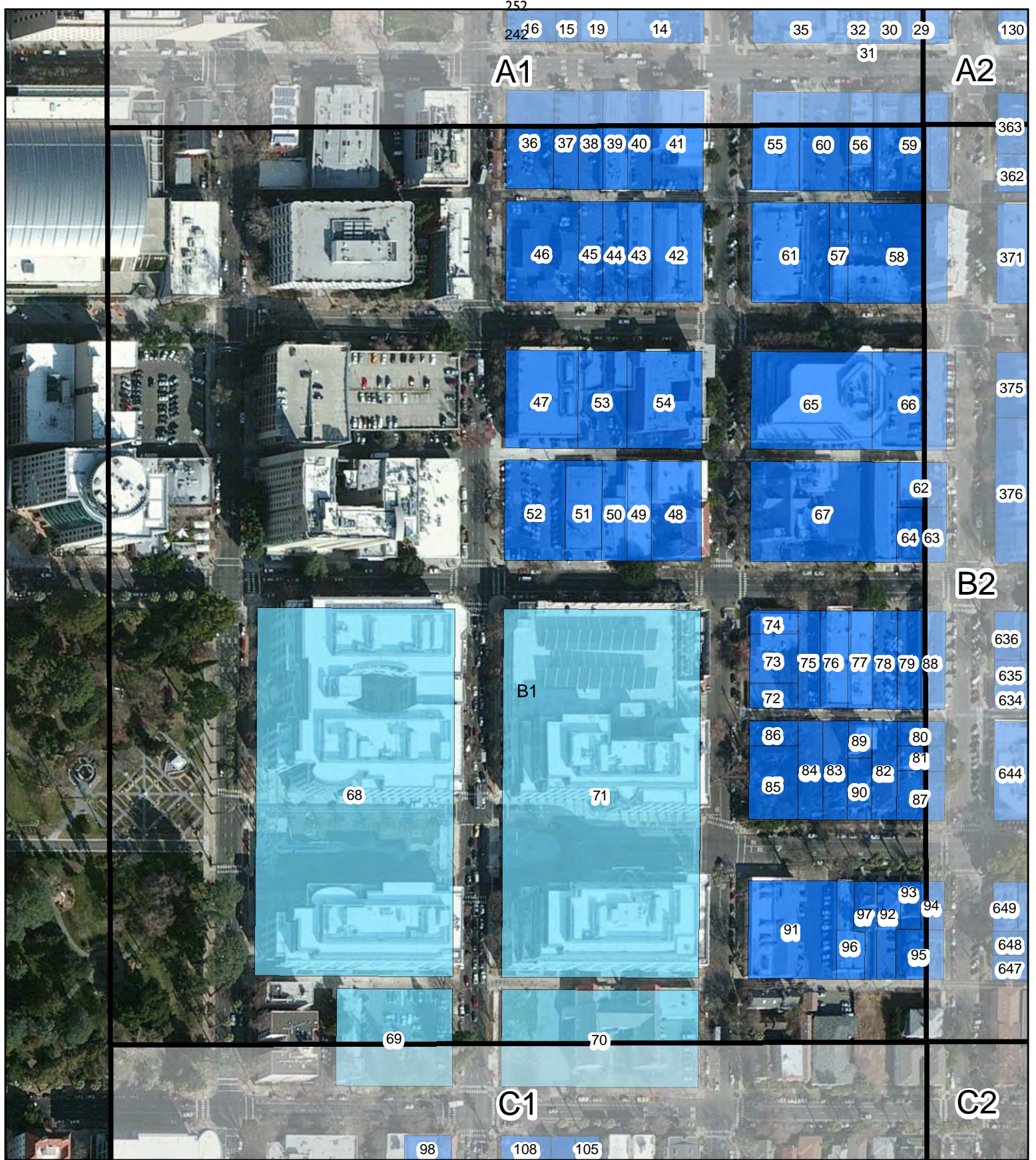


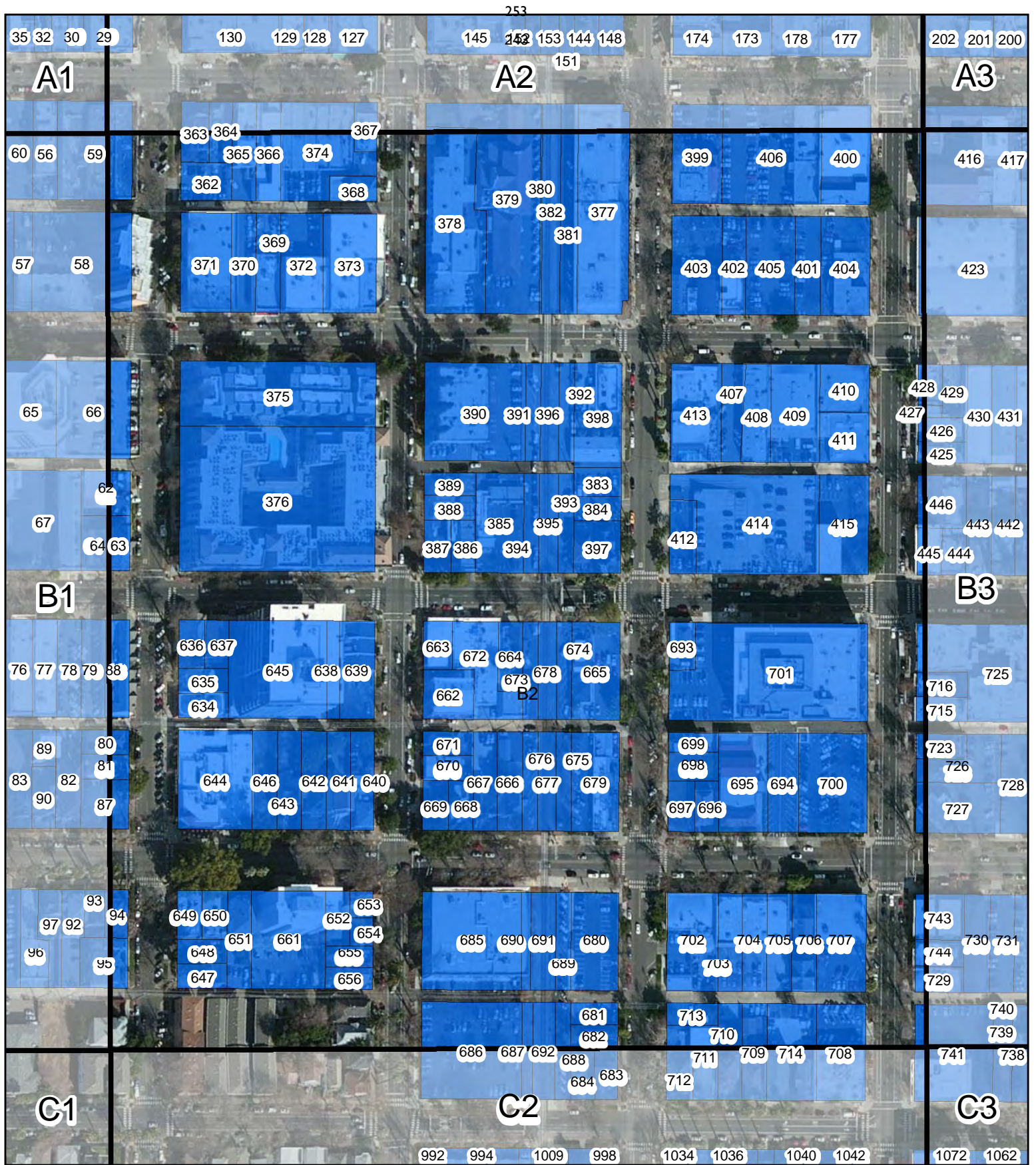


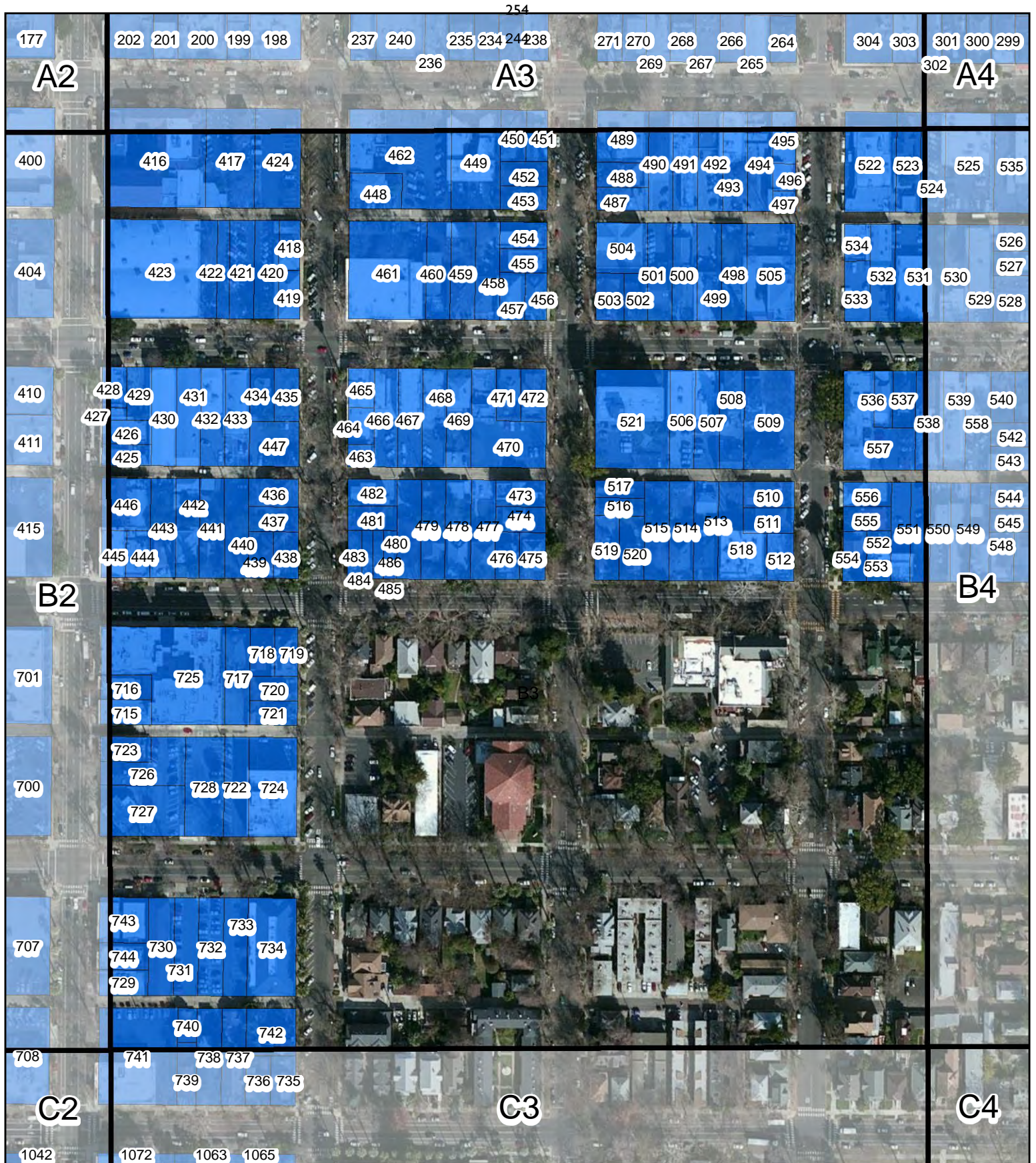


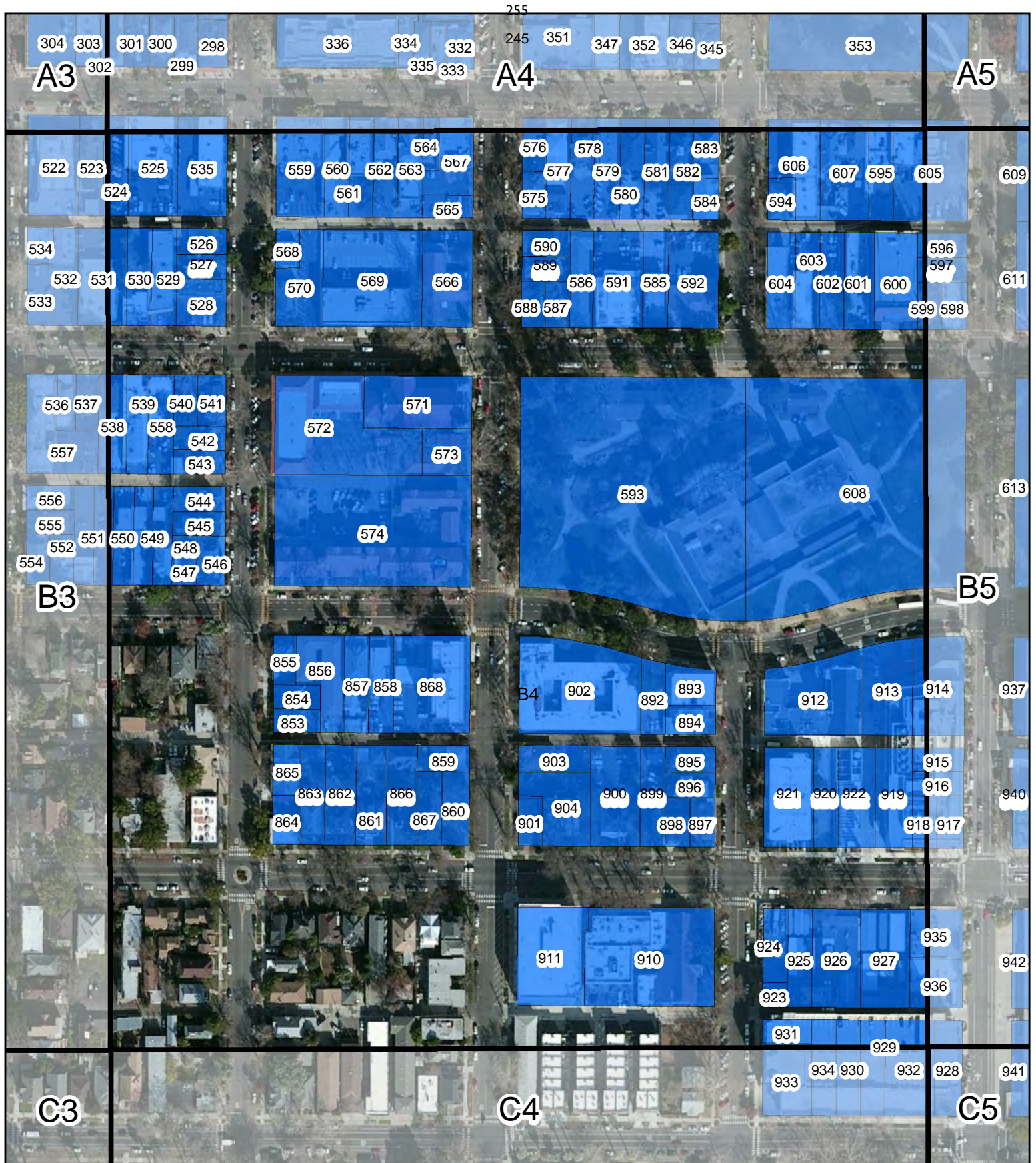


Midtown Sacramento
PBID

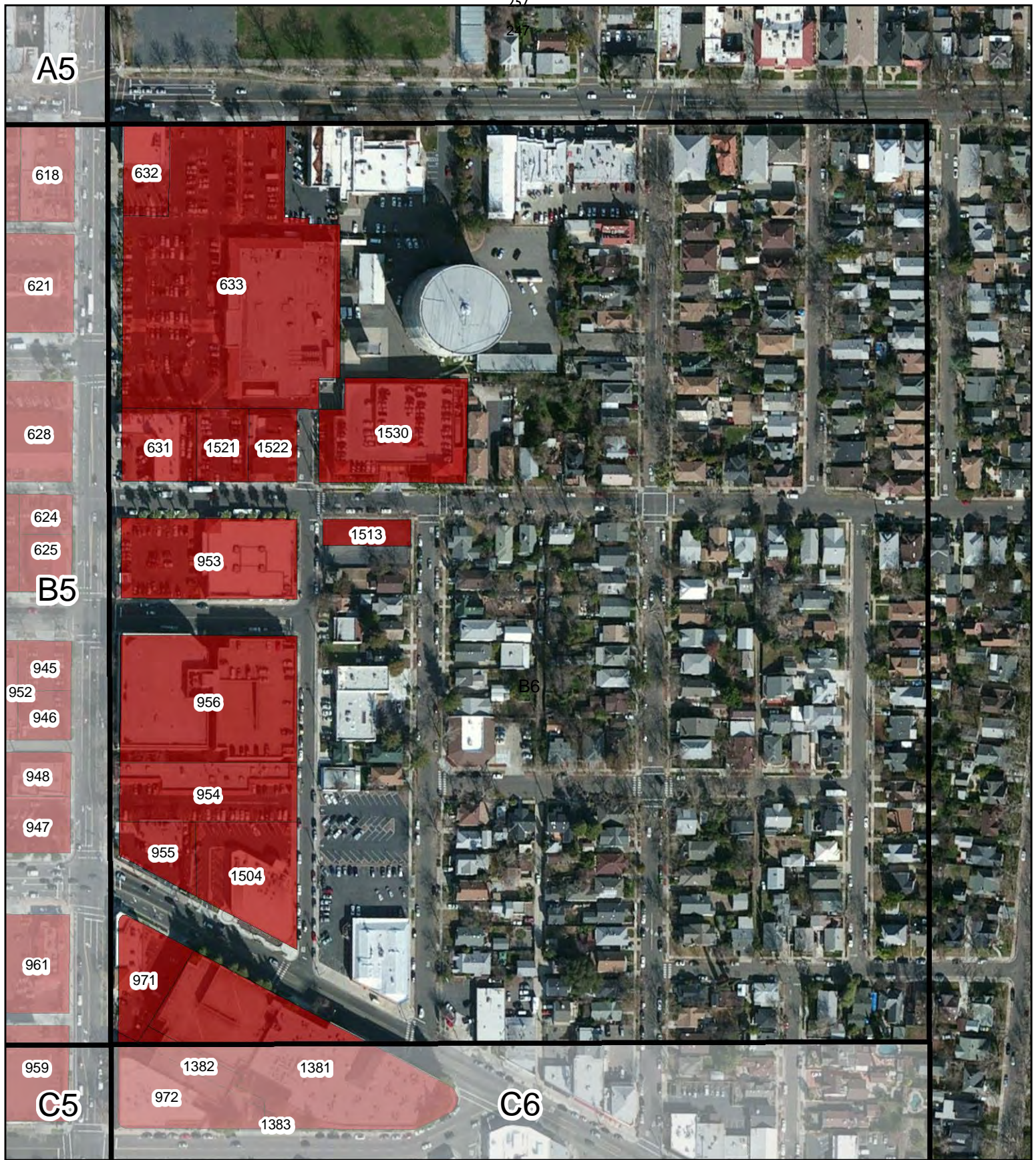


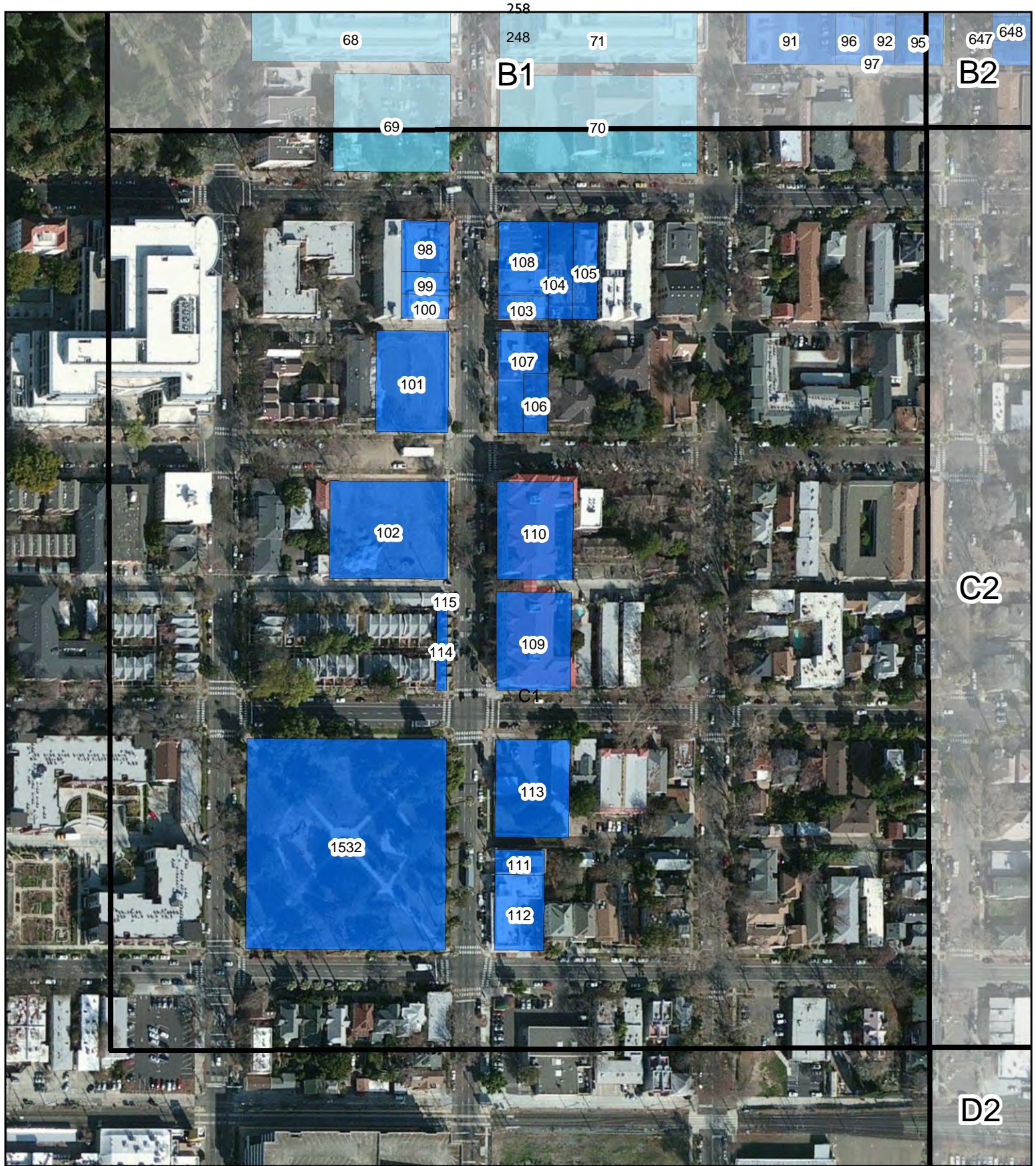


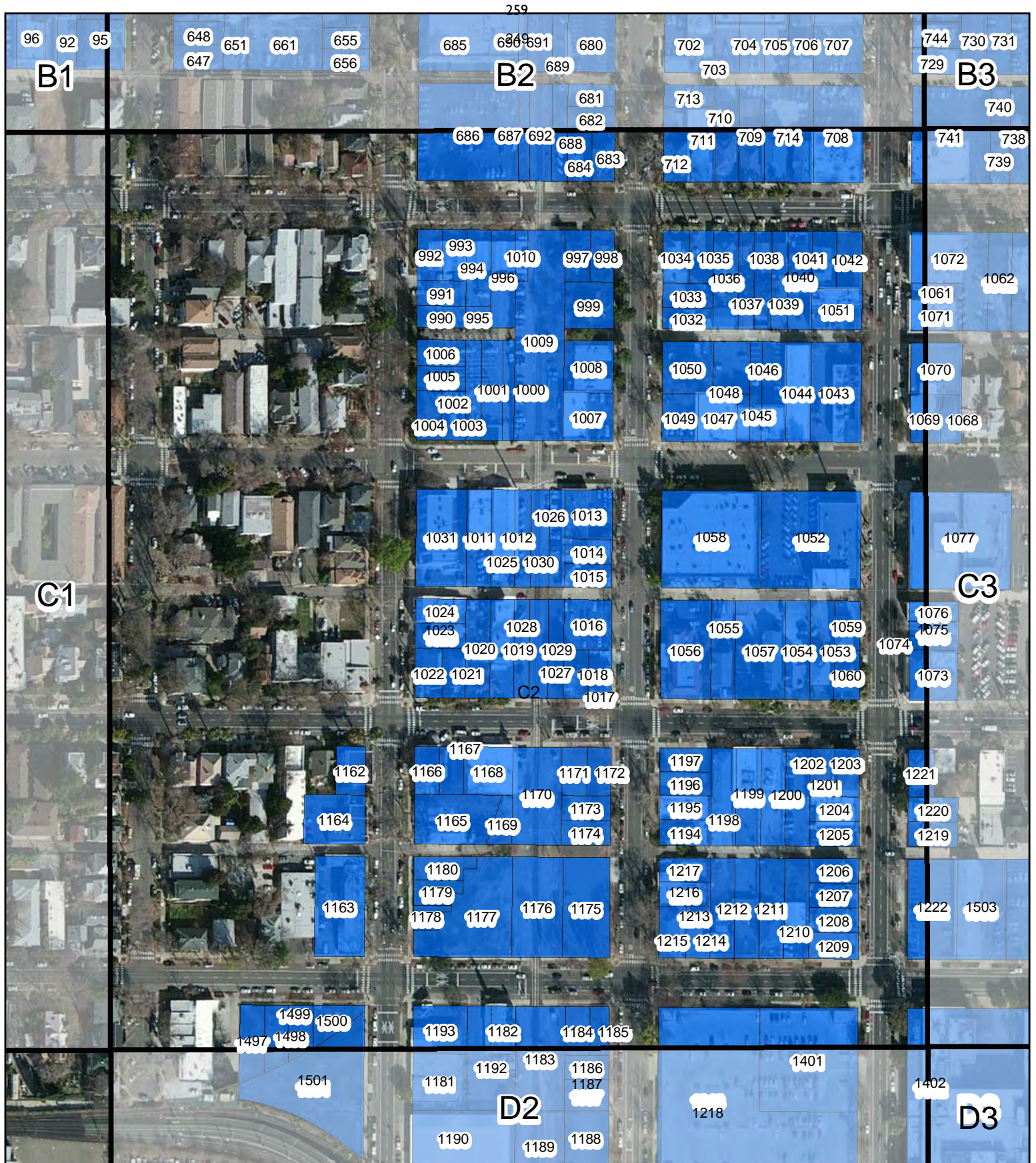


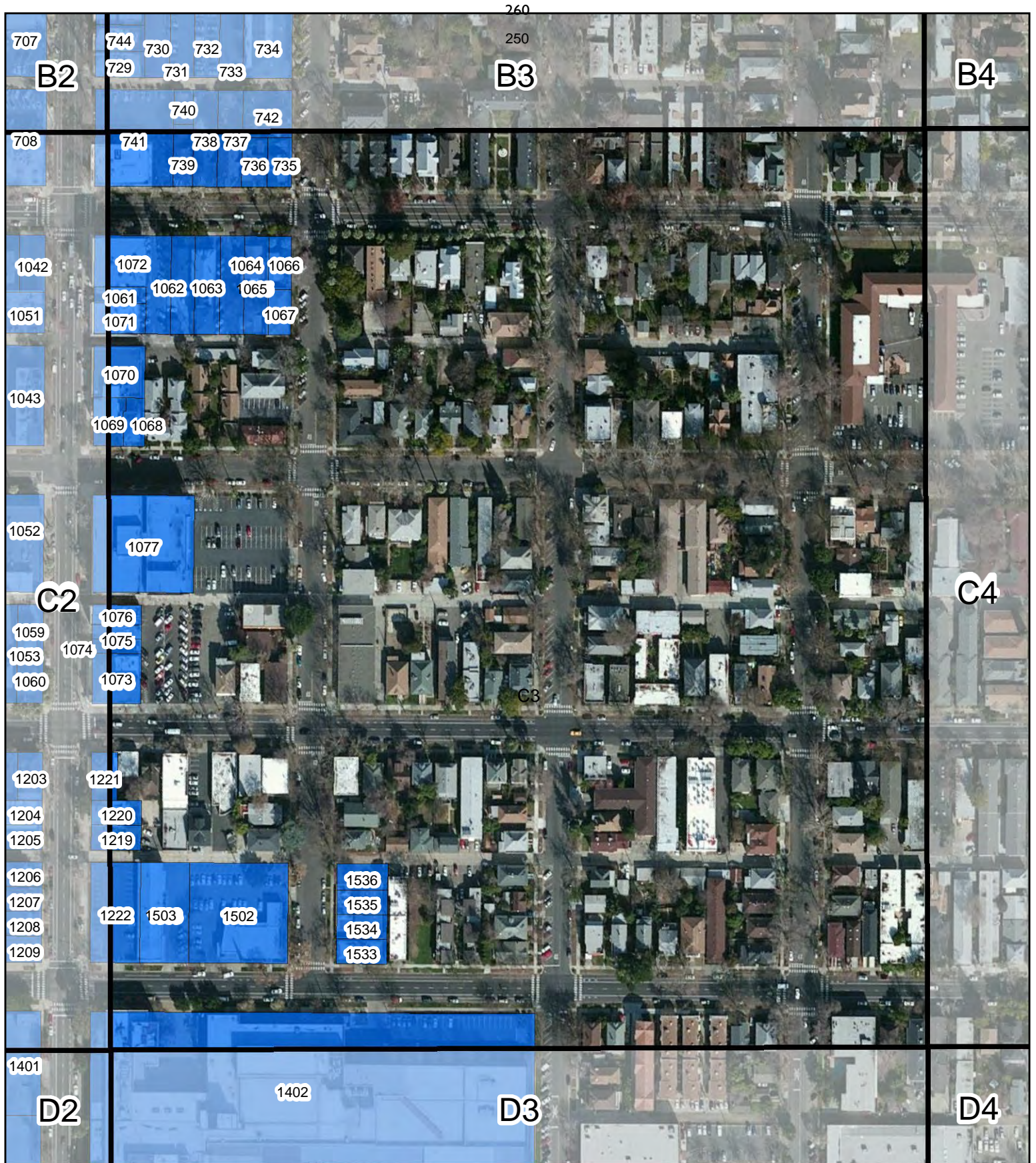


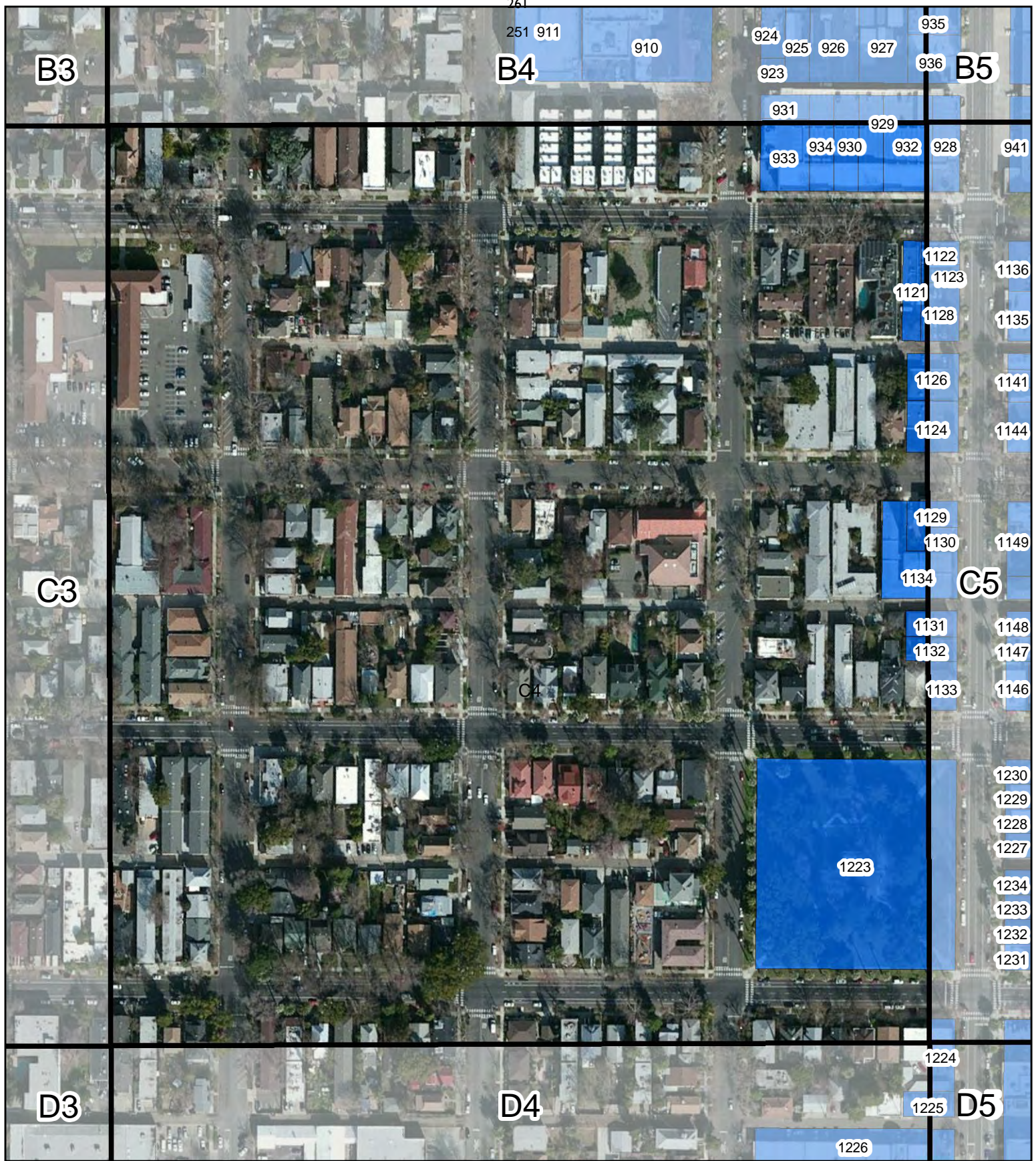


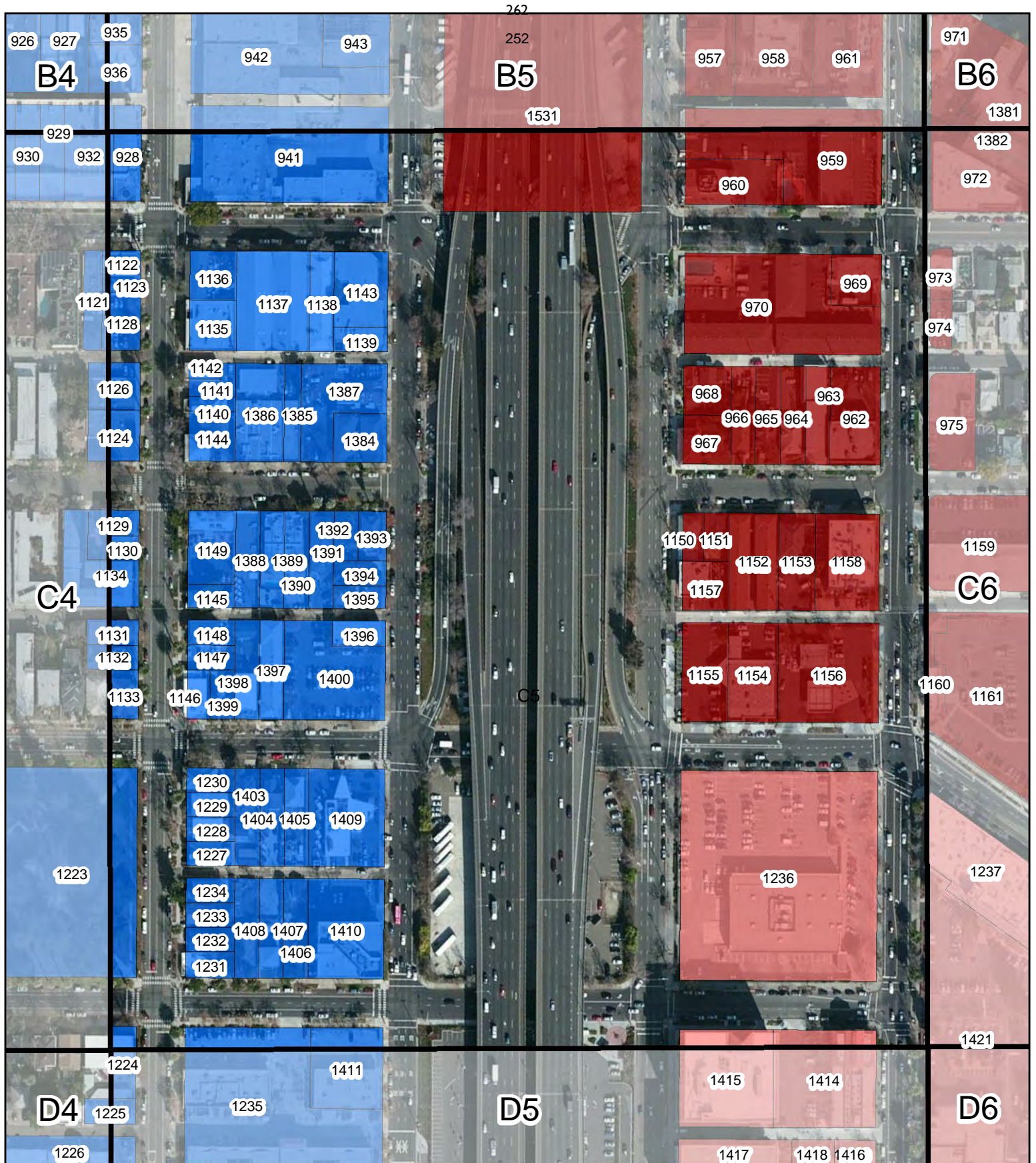


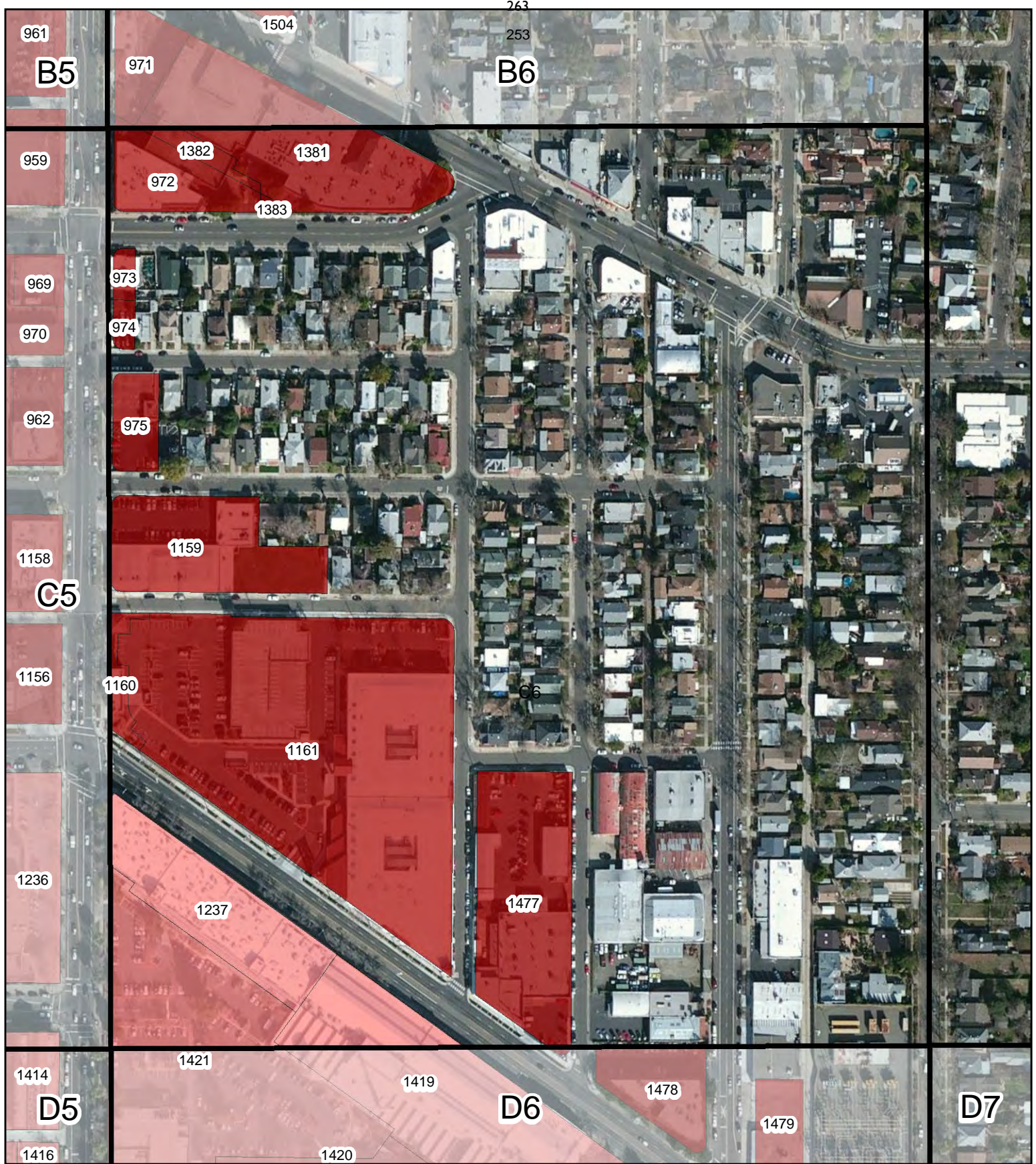


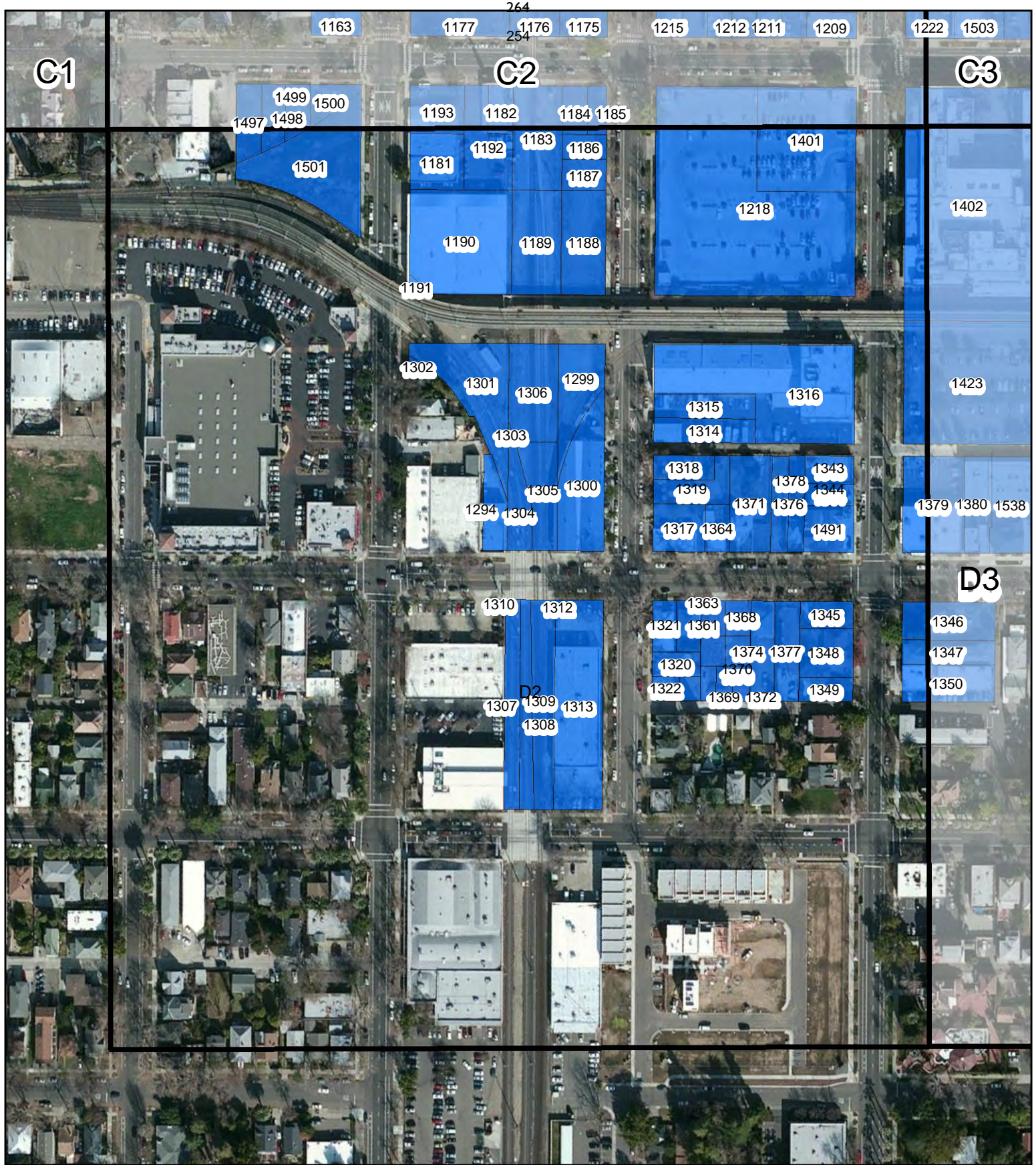


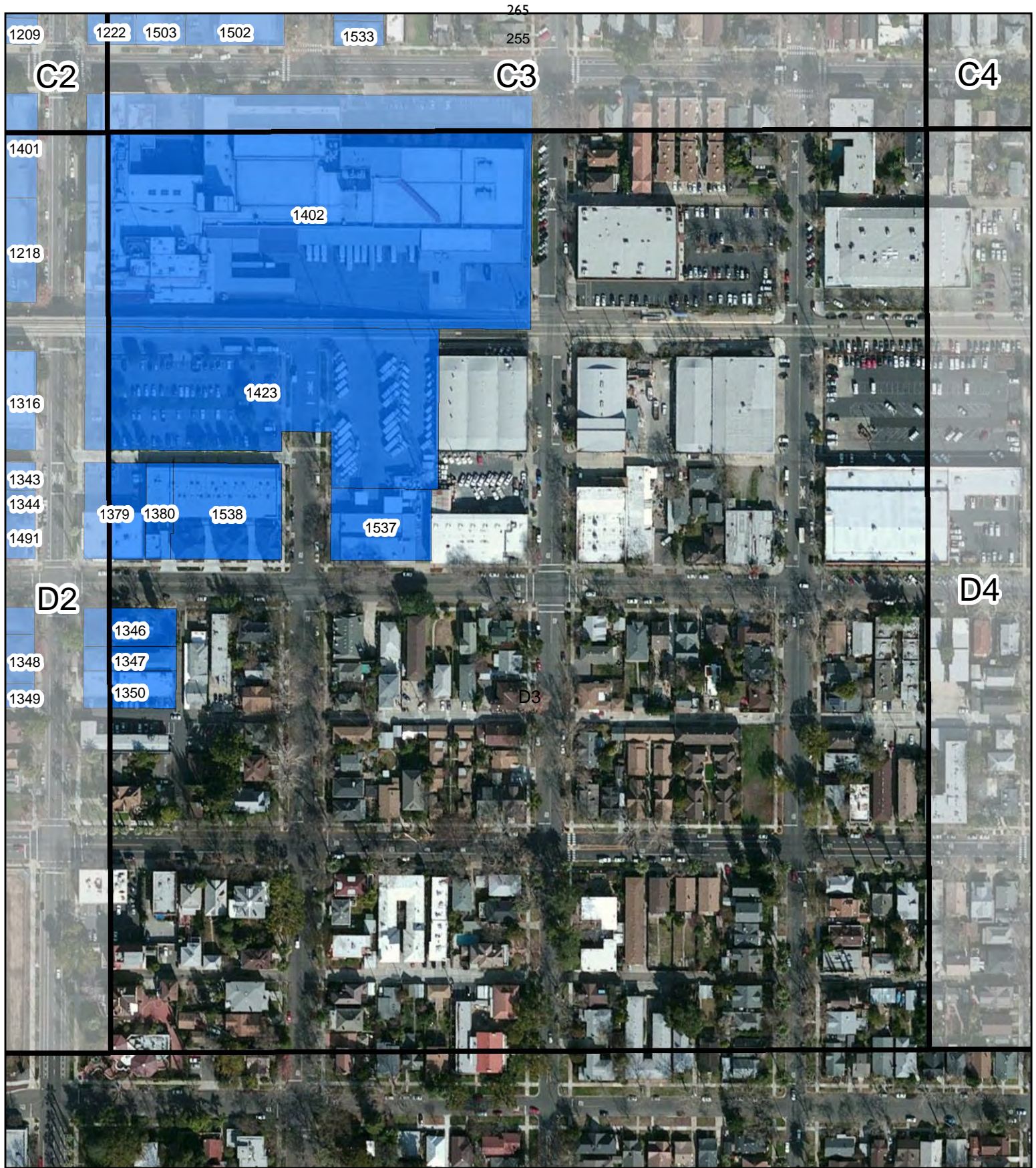


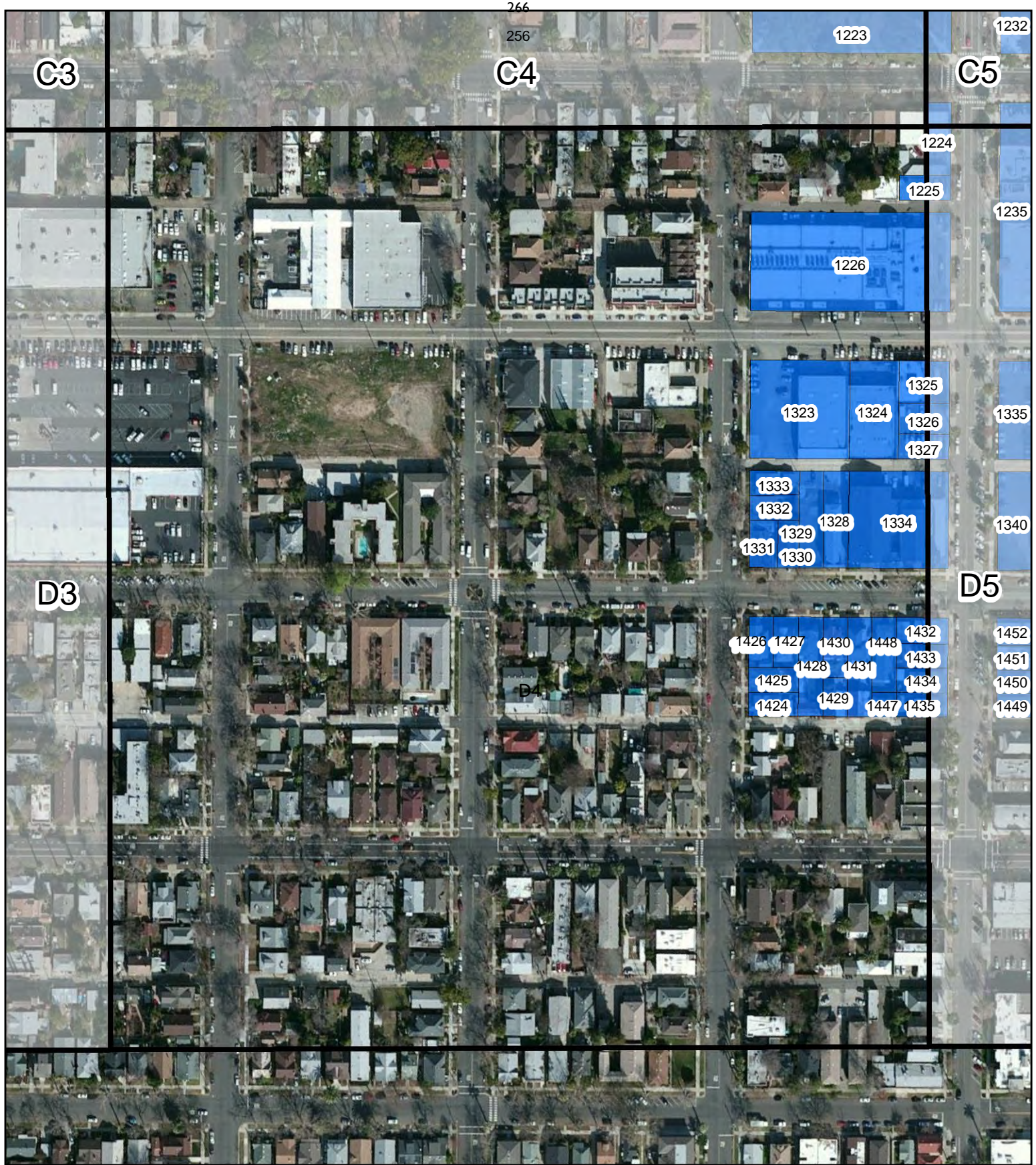


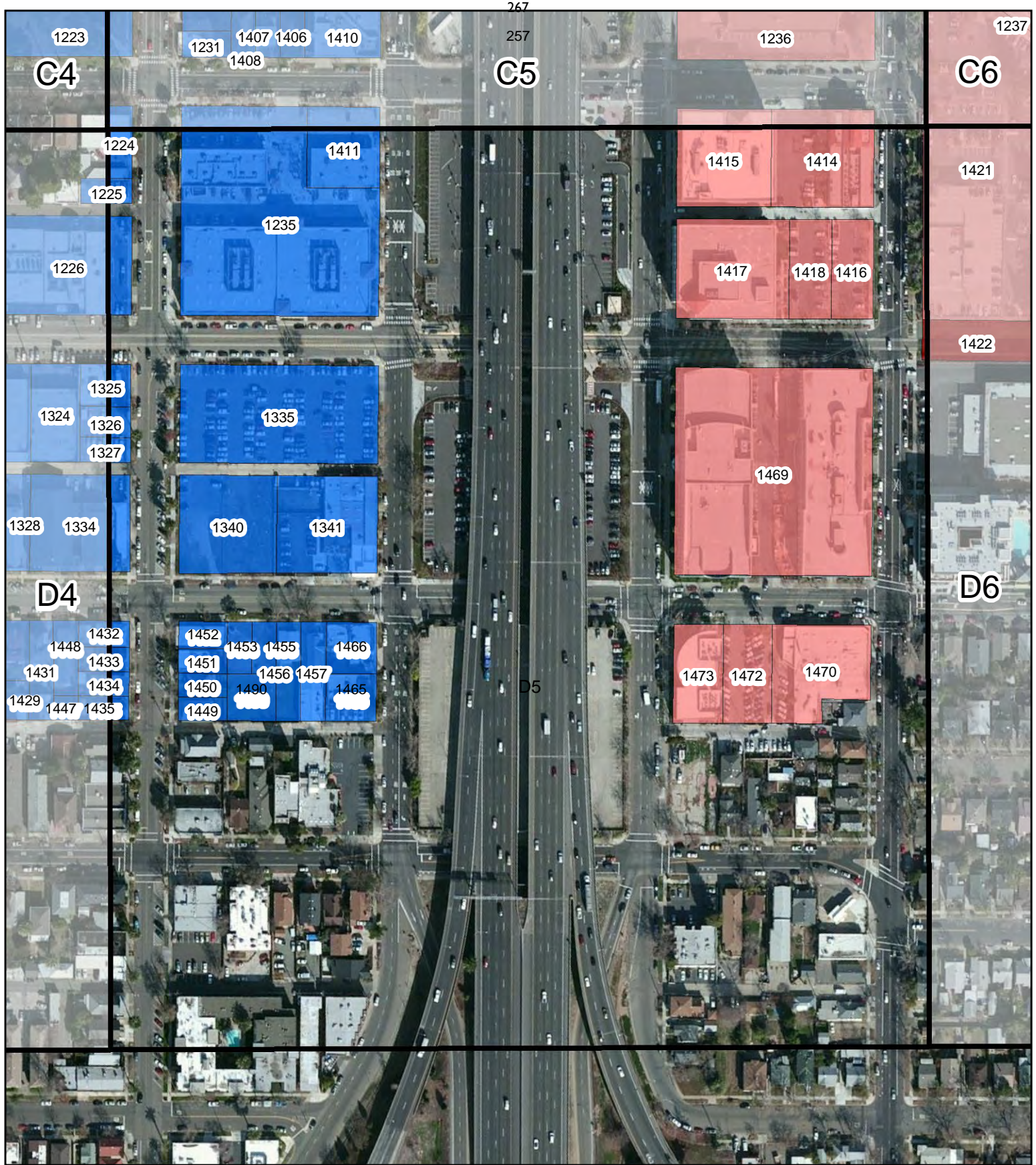


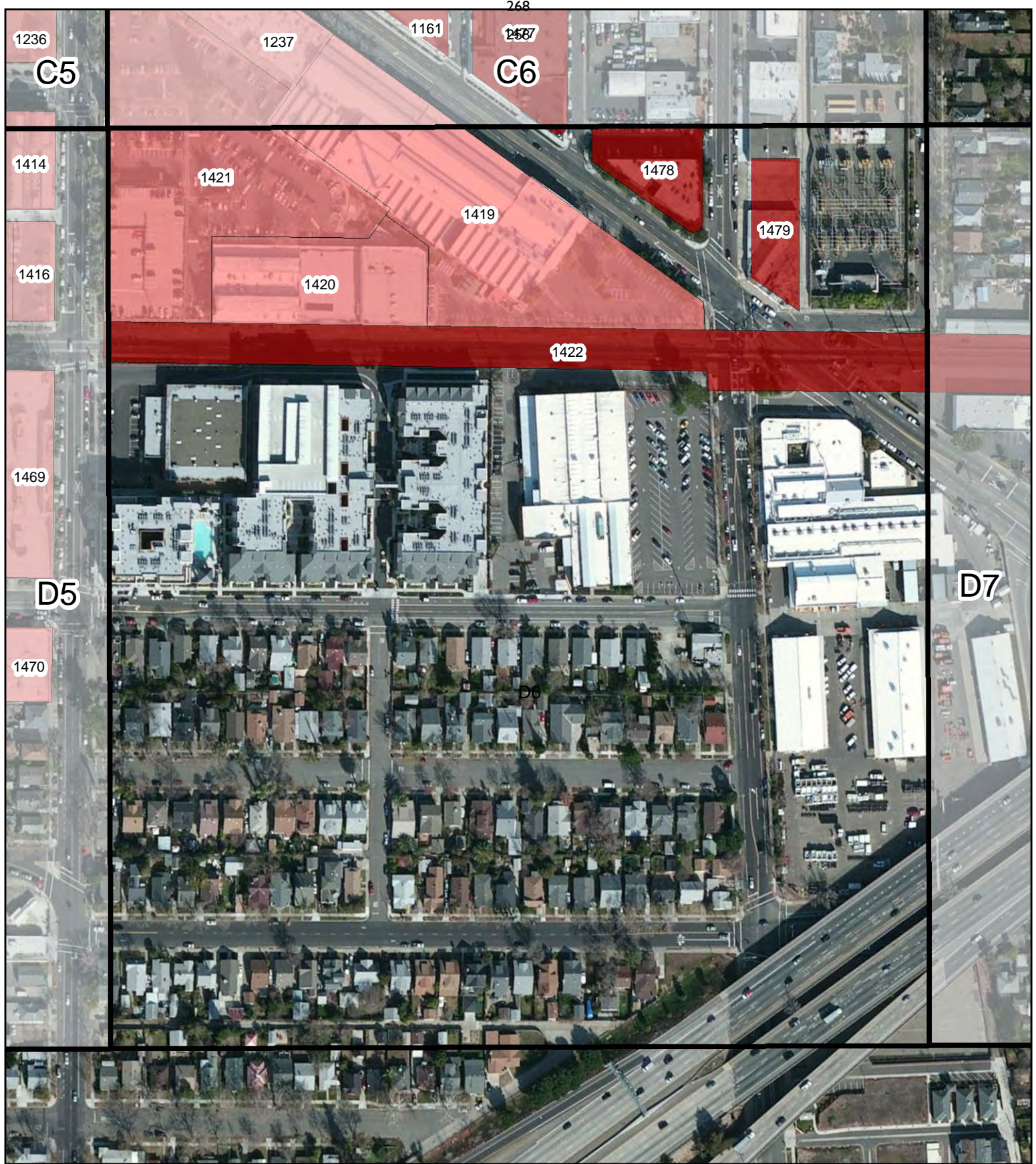












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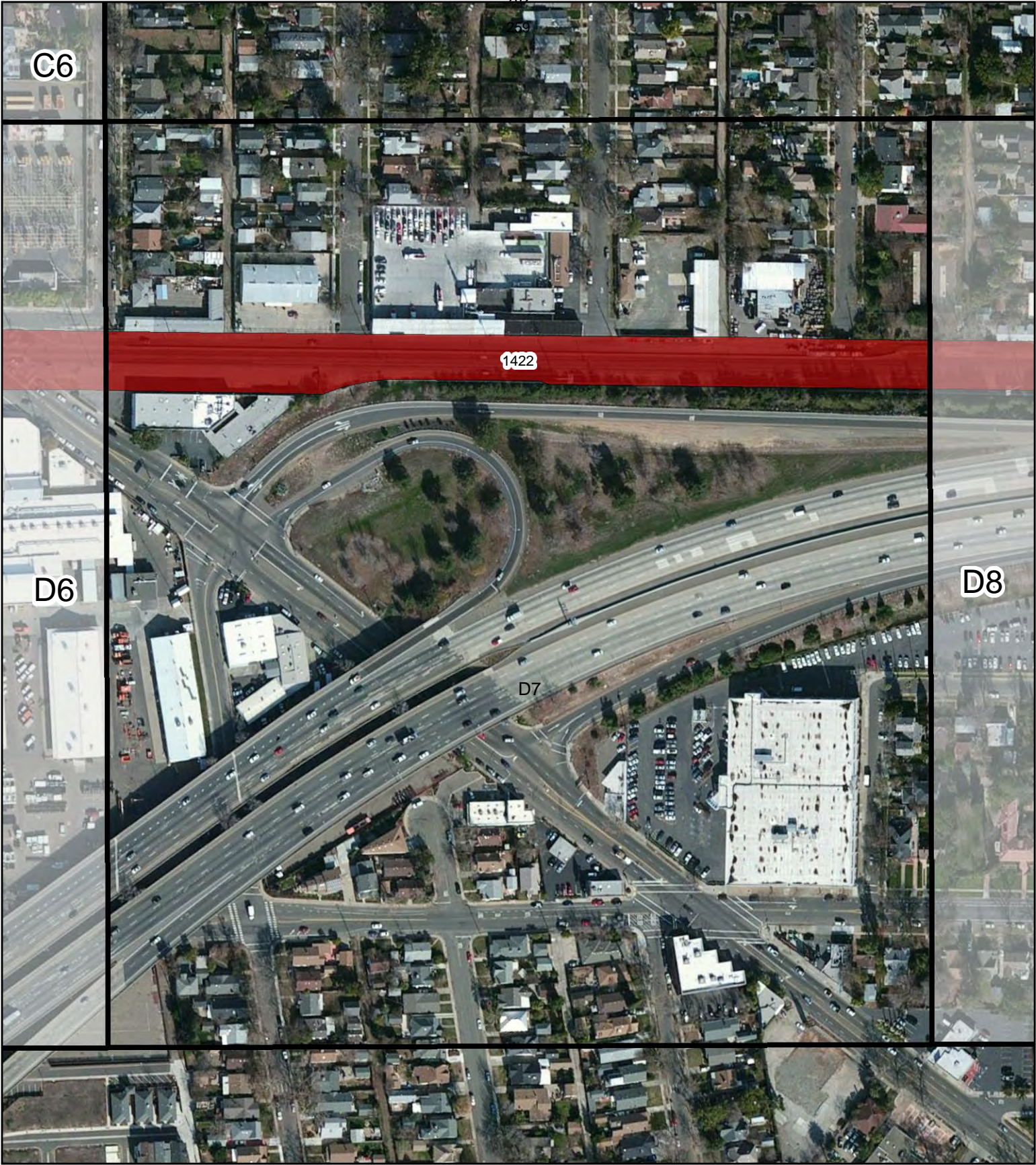
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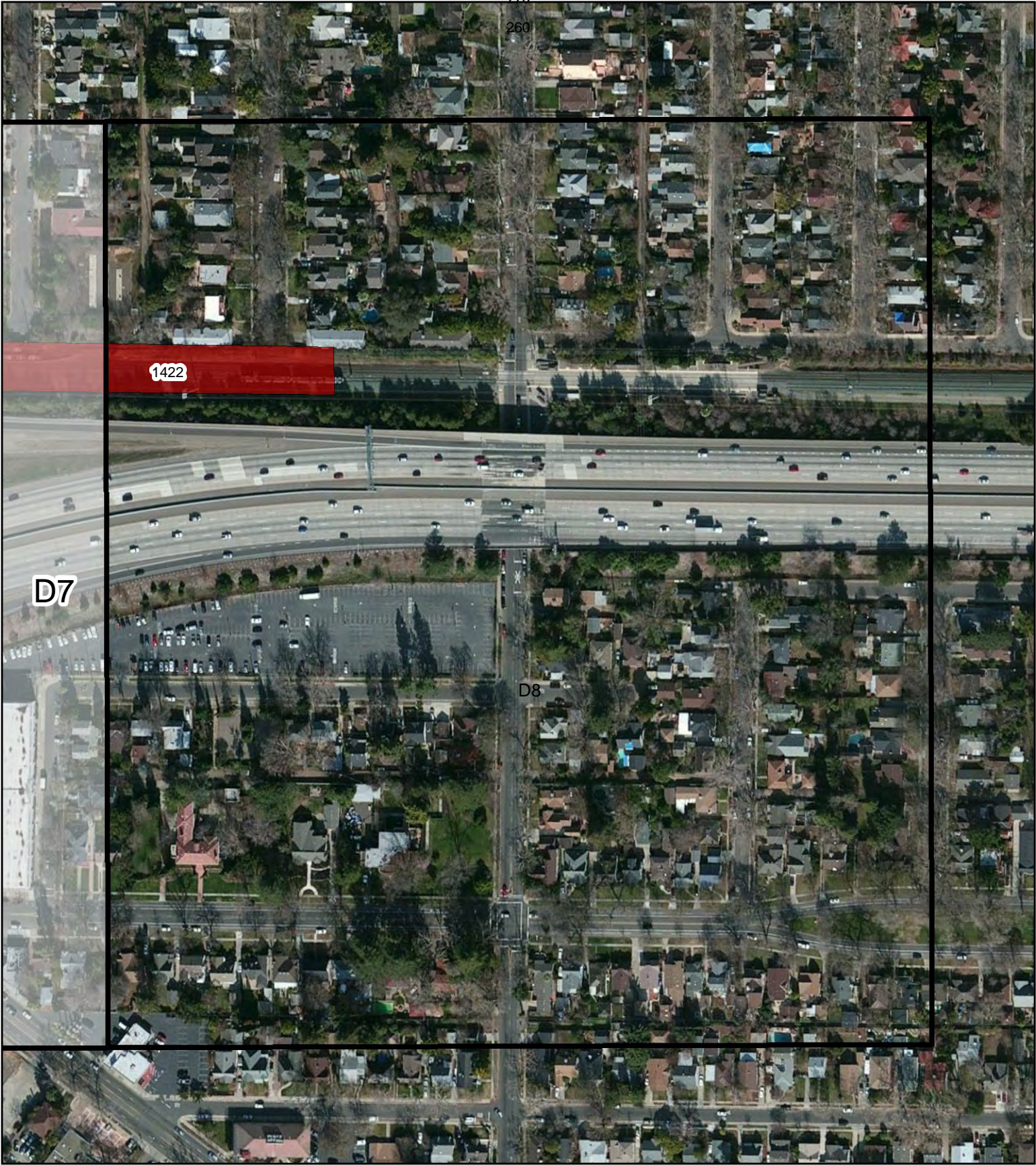
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APPENDIX 5 – SERVICES BY ZONE

<i>Service Category</i>	Category 1: Maintenance & Safety				Category 2: Advocacy, Communications & Administration				Category 3: Placemaking & Capital Improvements				Category 4: Contingency Reserve			
<i>Zone*</i>	M1a	M1b	A2a	A2b	M1a	M1b	A2a	A2b	M1a	M1b	A2a	A2b	M1a	M1b	A2a	A2b
Standard	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Private TaxE Exempt	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Public	Yes	Yes- Safety Day Only	Home- less Out- reach Only Yes-	Yes- Safety Day Only	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
HealthE care Use	Yes	Safety Day Only	Safety Day Only	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NonE Assessed	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No

*The zone names have been abbreviated in this table as follows. Midtown Zone 1a (M1a), Midtown Zone 1b (M1b), Alhambra Corridor Zone 2a (A2a), and Alhambra Corridor Zone 2b (A2b).

APPENDIX 6 – MAXIMUM ANNUAL ASSESSMENT RATES

	Zone 1A	Zone 1B	Zone 2A	Zone 2B	Public Zone 1A	Public Zone 2A	Hospital / Clinic Zone 1A	Hospital / Clinic Zone 2A	Tax Exempt Zone 1A	Tax Exempt Zone 2A
2017	\$0.154960	\$0.087790	\$0.154960	\$0.087790	\$0.123806	\$0.123806	\$0.090041	\$0.090041	\$0.090041	\$0.090041
2018	\$0.15961	\$0.09042	\$0.15961	\$0.09042	\$0.12752	\$0.12752	\$0.09274	\$0.09274	\$0.09274	\$0.09274
2019	\$0.16440	\$0.09314	\$0.16440	\$0.09314	\$0.13135	\$0.13135	\$0.09552	\$0.09552	\$0.09552	\$0.09552
2020	\$0.16933	\$0.09593	\$0.16933	\$0.09593	\$0.13529	\$0.13529	\$0.09839	\$0.09839	\$0.09839	\$0.09839
2021	\$0.17441	\$0.09881	\$0.17441	\$0.09881	\$0.13934	\$0.13934	\$0.10134	\$0.10134	\$0.10134	\$0.10134
2022	\$0.17964	\$0.10177	\$0.17964	\$0.10177	\$0.14353	\$0.14353	\$0.10438	\$0.10438	\$0.10438	\$0.10438
2023	\$0.18503	\$0.10483	\$0.18503	\$0.10483	\$0.14783	\$0.14783	\$0.10751	\$0.10751	\$0.10751	\$0.10751
2024	\$0.19058	\$0.10797	\$0.19058	\$0.10797	\$0.15227	\$0.15227	\$0.11074	\$0.11074	\$0.11074	\$0.11074
2025	\$0.19630	\$0.11121	\$0.19630	\$0.11121	\$0.15683	\$0.15683	\$0.11406	\$0.11406	\$0.11406	\$0.11406
2026	\$0.20219	\$0.11455	\$0.20219	\$0.11455	\$0.16154	\$0.16154	\$0.11748	\$0.11748	\$0.11748	\$0.11748

THE BROWN ACT

Open MEETINGS FOR
LOCAL LEGISLATIVE BODIES



2003

**California Attorney
General's Office**

THE BROWN ACT

Open MEETINGS FOR LOCAL LEGISLATIVE BODIES

Office of the Attorney General
Bill Lockyer
Attorney General

Prepared by the Division of Civil Law

Chief Assistant Attorney General Andrea Lynn Hoch
Deputy Attorney General Ted Prim, Editor



State of California
Office of the Attorney General

Bill Lockyer
Attorney General

Throughout California's history, local legislative bodies have played a vital role in bringing participatory democracy to the citizens of the state. Local legislative bodies - such as boards, councils and commissions - are created in recognition of the fact that several minds are better than one, and that through debate and discussion, the best ideas will emerge. The law which guarantees the public's right to attend and participate in meetings of local legislative bodies is the Ralph M. Brown Act.

While local legislative bodies generally are required to hold meetings in open forum, the Brown Act recognizes the need, under limited circumstances, for these bodies to meet in private in order to carry out their responsibilities in the best interests of the public. For example, the law contains a personnel exception based on notions of personal privacy, and a pending litigation exception based upon the precept that government agencies should not be disadvantaged in planning litigation strategy. Although the principle of open meetings initially seems simple, application of the law to real life situations can prove to be quite complex.

The purpose of this pamphlet is to provide a brief description of the Brown Act, along with a discussion of court decisions and opinions of this office that add to our understanding by applying it in specific factual contexts. We hope this pamphlet will assist both public officials and those who monitor the performance of local legislative bodies to minimize and resolve disputes over interpretations of the Brown Act. In recent years, both the California Supreme Court and the courts of appeal have recognized the benefit of pamphlets issued by our office. This recognition by the courts, along with many favorable comments from members of the public, strengthens our resolve to continue producing reliable informational materials on the Brown Act and other California laws. Publication of these materials constitutes a tradition of service that we value greatly.

Ideas and suggestions for future editions of this pamphlet are welcomed and should be addressed to the editor.

Sincerely,

BILL LOCKYER
Attorney General

Table of Contents

	<u>Page</u>
INTRODUCTION	v
SUMMARY OF KEY BROWN ACT PROVISIONS	vi
I. PURPOSE AND SCOPE	1
II. BODIES SUBJECT TO THE BROWN ACT	2
1. Local Agencies	3
2. Legislative Bodies	4
A. Governing Bodies	5
B. Subsidiary Bodies	5
C. Private or Nonprofit Corporations and Other Entities	6
D. Hospital Lessees	7
III. MEETING DEFINED	8
1. Face to Face Meetings	8
A. Conferences and Retreats	9
B. Other Public Meetings	10
C. Meetings of Other Legislative Bodies	10
D. Social or Ceremonial Occasions	11
2. Serial Meetings	11
3. Individual Contacts Between Members of the Public and Board Members	13
4. Teleconference Meetings	14
5. Writings as Meetings	15

Table of Contents
(Continued)

	<u>Page</u>
IV. NOTICE AND AGENDA REQUIREMENTS	15
1. Regular Meetings	16
A. Agenda Requirement	16
B. Exceptions to Agenda Requirements	18
C. Public Testimony	18
2. Special Meetings	20
3. Emergency Meetings	20
4. Closed Sessions	21
A. Agenda Requirement	21
B. Oral Announcement Prior to Closed Sessions	23
C. Report at the Conclusion of Closed Sessions	24
5. Adjournments and Continuances	25
6. Location of Meetings	26
7. Special Procedures Regarding Taxes and Assessments	27
V. RIGHTS OF THE PUBLIC	27
VI. PERMISSIBLE CLOSED SESSIONS	30
1. Introduction	30
A. Narrow Construction	30
B. Semi-Closed Meetings	31
C. Secret Ballots	31
D. Confidentiality of Closed Session	32

Table of Contents
(Continued)

	<u>Page</u>
2. Authorized Exceptions	33
A. Personnel Exception	33
B. Pending Litigation and the Attorney-Client Privilege	37
(1) Historical Background	37
(2) Pending Litigation Exception	37
C. Real Property Negotiations Exception	41
D. Labor Negotiations Exception	42
E. Public Security Exception	43
F. License Application Exception	43
3. Minute Book	43
VII. PENALTIES AND REMEDIES FOR VIOLATION OF THE ACT	44
1. Criminal Penalties	44
2. Civil Remedies	44
A. Injunctive, Mandatory or Declaratory Relief	44
B. Voidability of Action	45
C. Attorney Fees	47
APPENDIX A	49
TIME DEADLINES	49
APPENDIX B	50
THE RALPH M. BROWN ACT	51

Table of Contents
(Continued)

	<u>Page</u>
TABLE OF AUTHORITIES	84
Cases	85
Statutes	88
Attorney General Opinions	92
Other Authorities	94

INTRODUCTION

This pamphlet concerns the provisions of the Ralph M. Brown Act, which govern open meetings for local government bodies. The Brown Act is contained in section 54950 et seq. of the Government Code. Accordingly, all statutory references in this pamphlet are to the Government Code unless otherwise noted. The pamphlet contains a table of contents, which may also serve as a topical outline for the reader. The pamphlet also includes a brief summary of the main provisions of the Brown Act, along with references to the appropriate Government Code sections and chapters of the text. The text includes a discussion of the law along with tips on how the law should be applied in particular situations. Numerous references are made to legal authorities throughout the text. A copy of the Brown Act in its entirety is set forth in the appendix to the pamphlet. Lastly, the pamphlet contains a table of authorities so that the reader can determine all of the places in the text where references are made to a particular authority.

In preparing this pamphlet, we relied on a variety of legal resources. Appellate court cases were consulted and are cited throughout the pamphlet. While most of the more significant cases are discussed, this pamphlet is not intended to be a compendium of all court cases in this area. In addition, we drew upon published opinions and unpublished letter opinions issued by this office. Attorney General opinions, unlike appellate court decisions, are advisory only and do not constitute the law of the state. However, with respect to the Brown Act, the courts have frequently adopted the analysis of Attorney General opinions, and have commented favorably on the service afforded by those opinions and this pamphlet. (*Bell v. Vista Unified School Dist.* (2000) 82 Cal.App.4th 672; *Freedom Newspapers v. Orange County Employees Retirement System* (1993) 6 Cal. 4th 821, 829.)

Published opinions are cited by volume and page number (e.g., 32 Ops.Cal.Atty.Gen. 240 (1958)). Unpublished letter opinions are cited as indexed letters by year and page number (e.g., Cal.Atty.Gen., Indexed Letter, No. IL 76-201 (October 20, 1976).) Published opinions are available through law libraries and some attorneys' offices. As a general rule, indexed letters are available only in the Office of the Attorney General. Copies may be obtained by a request to the Public Inquiry Unit of the Office of the Attorney General.

If you have specific questions or problems, the statutes, cases and opinions should be consulted. You also may wish to refer the matter to the attorney for the agency in question, a private attorney or the district attorney.

The pamphlet is current through January 2003 with respect to statutes, case law, and Attorney General opinions.

SUMMARY OF KEY BROWN ACT PROVISIONS

COVERAGE

PREAMBLE:

Public commissions, boards, councils and other legislative bodies of local government agencies exist to aid in the conduct of the people's business. The people do not yield their sovereignty to the bodies that serve them. The people insist on remaining informed to retain control over the legislative bodies they have created.	54950	Ch. I
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GOVERNING BODIES:

Includes city councils, boards of supervisors, and district boards. Also covered are other legislative bodies of local government agencies created by state or federal law.	54952(a)	Ch. I & II
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SUBSIDIARY BODIES:

Includes boards or commissions of a local government agency as well as standing committees of a legislative body. A standing committee has continuing subject matter jurisdiction or a meeting schedule set by its parent body. Less-than-a-quorum advisory committees, other than standing committees, are exempt.	54952(b)	Ch. II
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PRIVATE OR NONPROFIT CORPORATIONS OR ENTITIES:

Covered only if:

- | | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------|
| a. | A legislative body delegates some of its functions to a private corporation or entity; or | 54952(c)(1)(A) | Ch. II |
| b. | If a legislative body provides some funding to a private corporation or entity and appoints one of its members to serve as a voting member of entity's board of directors. | 54952(c)(1)(B) | |

MEETING DEFINED

INCLUDES:

Any gathering of a quorum of a legislative body to discuss or transact business under the body's jurisdiction; serial meetings are prohibited.	54952.2	Ch. III
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EXEMPTS:

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------|
| (1) Individual contacts between board members and others which do not constitute serial meetings; | 54952.2(c)(1) | Ch. III |
| (2) Attendance at conferences and other gatherings which are open to public so long as members of legislative bodies do not discuss among themselves business of a specific nature under the body's jurisdiction; | 54952.2(c)(2), (3) and (4) | |
| (3) Attendance at social or ceremonial events where no business of the body is discussed. | 54952.2(c)(5) | |

LOCATIONS OF MEETINGS:

A body must conduct its meetings within the boundaries of its jurisdiction unless it qualifies for a specific exemption.	54954	Ch. IV
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TELECONFERENCE MEETINGS:

Teleconference meetings may be held under carefully defined conditions. The meeting notice must specifically identify all teleconference locations, and each such location must be fully accessible to members of the public.	54953	Ch. III
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PUBLIC RIGHTS

PUBLIC TESTIMONY:

Public may comment on agenda items before or during consideration by legislative body. Time must be set aside for public to comment on any other matters under the body's jurisdiction.	54954.3	Ch. IV & V
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NON-DISCRIMINATORY FACILITIES:

Meetings may not be conducted in a facility that excludes persons on the basis of their race, religion, color, national origin, ancestry, or sex, or that is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase.	54953.2; 54961	Ch. V
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COPY OF RECORDING:

Public may obtain a copy, at cost, of an existing tape recording made by the legislative body of its public sessions, and to listen to or view the body's original tape on a tape recorder or viewing device provided by the agency.	54953.5	Ch. V
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PUBLIC VOTE:

All votes, except for those cast in permissible closed session, must be cast in public. No secret ballots, whether preliminary or final, are permitted.	54953(c)	Ch. VI
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CLOSED MEETING ACTIONS/DOCUMENTS:

At an open session following a closed session, the body must report on final action taken in closed session under specified circumstances. Where final action is taken with respect to contracts, settlement agreements and other specified records, the public may receive copies of such records upon request.	54957.1	Ch. IV, V & VI
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TAPING OR BROADCASTING:

Meetings may be broadcast, audio-recorded or video-recorded so long as the activity does not constitute a disruption of the proceeding.	54953.5; 54953.6	Ch. V
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CONDITIONS TO ATTENDANCE:

Public may not be asked to register or identify themselves or to pay fees in order to attend public meetings.	54953.3; 54961	Ch. V
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PUBLIC RECORDS:

Materials provided to a majority of a body which are not exempt from disclosure under the Public Records Act must be provided, upon request, to members of the public without delay.	54957.5	Ch. V
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REQUIRED NOTICES AND AGENDAS

REGULAR MEETINGS:

Agenda containing brief general description (approximately twenty words in length) of each matter to be considered or discussed must be posted at least 72 hours prior to meeting.	54954.2	Ch. IV
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SPECIAL MEETINGS:

Twenty-four hour notice must be provided to members of legislative body and media outlets including brief general description of matters to be considered or discussed.	54956	Ch. IV
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EMERGENCY MEETINGS:

One hour notice in case of work stoppage or crippling activity, except in the case of a dire emergency.	54956.5	Ch. IV
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CLOSED SESSION AGENDAS:

All items to be considered in closed session must be described in the notice or agenda for the meeting. A model format for closed-session agendas appears in section 54954.5. Prior to each closed session, the body must orally announce the subject matter of the closed session. If final action is taken in closed session, the body generally must report the action at the conclusion of the closed session.	54954.2; 54954.5; 54957.1 and 54957.7	Ch. IV
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AGENDA EXCEPTION:

Special procedures permit a body to proceed without an agenda in the case of emergency circumstances, or where a need for immediate action came to the attention of the body after posting of the agenda.	54954.2(b)	Ch. IV
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CLOSED-SESSION MEETINGS

PERSONNEL EXEMPTION:

<p>The body may conduct a closed session to consider appointment, employment, evaluation of performance, discipline or dismissal of an employee. With respect to complaints or charges against an employee brought by another person or another employee, the employee must be notified, at least 24 hours in advance, of his or her right to have the hearing conducted in public.</p>	54957	Ch. VI
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PUBLIC SECURITY:

<p>A body may meet with law enforcement or security personnel concerning the security of public buildings and services.</p>	54957	Ch. VI
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PENDING LITIGATION:

<p>A body may meet in closed session to receive advice from its legal counsel concerning existing litigation, initiating litigation, or situations involving a significant exposure to litigation. The circumstances which constitute significant exposure to litigation are expressly defined in section 54956.9(b)(3).</p>	54956.9	Ch. VI
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LABOR NEGOTIATIONS:

<p>A body may meet in closed session with its negotiator to consider labor negotiations with represented and unrepresented employees. Issues related to budgets and available funds may be considered in closed session, although final decisions concerning salaries of unrepresented employees must be made in public.</p>	54957.6	Ch. VI
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REAL PROPERTY NEGOTIATIONS:

<p>A body may meet in closed session with its negotiator to consider price and terms of payment in connection with the purchase, sale, exchange or lease of real property.</p>	54956.8	Ch. VI
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REMEDIES AND SANCTIONS

CIVIL REMEDIES:

Individuals or the district attorney may file civil lawsuits for 54960; Ch. VII
injunctive, mandatory or declaratory relief, or to void action 54960.1
taken in violation of the Act.

Attorneys' fees are available to prevailing plaintiffs. 54960.5

CRIMINAL SANCTIONS:

The district attorney may seek misdemeanor penalties against 54959 Ch. VII
a member of a body who attends a meeting where action is
taken in violation of the Act, and where the member intended
to deprive the public of information which the member knew
or has reason to know the public was entitled to receive.

Return to Main Body



PBIDLAW
STREETS AND HIGHWAYS CODE SECTIONS 36600-36671
As Amended January 1, 2009

Declarations

- 36600.** This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."
- 36601.** The Legislature finds and declares all of the following:
- (a) Businesses located and operating within the business districts of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
 - (b) It is in the public interest to promote the economic revitalization and physical maintenance of the business districts of its cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
 - (c) It is of particular local benefit to allow cities to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that benefits from those improvements.
 - (d) Assessments levied for the purpose of providing improvements and promoting activities that benefit real property or businesses are not taxes for the general benefit of a city, but are assessments for the improvements and activities which confer special benefits upon the real property or businesses for which the improvements and activities are provided.
- 36602.** The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within a business improvement area. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes,
- 36603.** Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

- 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

36614. "ivtanagement distinct pfani' 01. ("plan" means a proposal as defined faSection 36622,

36614.5. "Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and movements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose; not may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association, together with the Ralph M. Brown Act (Chapter 3-ccirmen' a .th Section 54950) of Part L of Division 2 of Title 5 of the Government Code, at a Joint WJE matter relating to the subject matter of the district if heard, discussed, or deliberated on with a public official (Public Records Act (Chapter 3-Commencin 7r Wiffi Sechon 6230) of Division 7 of Title 5 of the Government Code), for a document relating to activity on the district.

36615. rProperty ownerii iJi:¹¹0Wiierr'!meang·any person shown as the owner offand,dh the last
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otherthan an owner;

Prior Law

36617. This part provides an alternative method of making certain improvements and activities. The provisions of this part shall not affect the provisions of law 44b or 44c or 44d or 44e or 44f or 44g or 44h or 44i or 44j or 44k or 44l or 44m or 44n or 44o or 44p or 44q or 44r or 44s or 44t or 44u or 44v or 44w or 44x or 44y or 44z or 45a or 45b or 45c or 45d or 45e or 45f or 45g or 45h or 45i or 45j or 45k or 45l or 45m or 45n or 45o or 45p or 45q or 45r or 45s or 45t or 45u or 45v or 45w or 45x or 45y or 45z or 46a or 46b or 46c or 46d or 46e or 46f or 46g or 46h or 46i or 46j or 46k or 46l or 46m or 46n or 46o or 46p or 46q or 46r or 46s or 46t or 46u or 46v or 46w or 46x or 46y or 46z or 47a or 47b or 47c or 47d or 47e or 47f or 47g or 47h or 47i or 47j or 47k or 47l or 47m or 47n or 47o or 47p or 47q or 47r or 47s or 47t or 47u or 47v or 47w or 47x or 47y or 47z or 48a or 48b or 48c or 48d or 48e or 48f or 48g or 48h or 48i or 48j or 48k or 48l or 48m or 48n or 48o or 48p or 48q or 48r or 48s or 48t or 48u or 48v or 48w or 48x or 48y or 48z or 49a or 49b or 49c or 49d or 49e or 49f or 49g or 49h or 49i or 49j or 49k or 49l or 49m or 49n or 49o or 49p or 49q or 49r or 49s or 49t or 49u or 49v or 49w or 49x or 49y or 49z or 50a or 50b or 50c or 50d or 50e or 50f or 50g or 50h or 50i or 50j or 50k or 50l or 50m or 50n or 50o or 50p or 50q or 50r or 50s or 50t or 50u or 50v or 50w or 50x or 50y or 50z or 51a or 51b or 51c or 51d or 51e or 51f or 51g or 51h or 51i or 51j or 51k or 51l or 51m or 51n or 51o or 51p or 51q or 51r or 51s or 51t or 51u or 51v or 51w or 51x or 51y or 51z or 52a or 52b or 52c or 52d or 52e or 52f or 52g or 52h or 52i or 52j or 52k or 52l or 52m or 52n or 52o or 52p or 52q or 52r or 52s or 52t or 52u or 52v or 52w or 52x or 52y or 52z or 53a or 53b or 53c or 53d or 53e or 53f or 53g or 53h or 53i or 53j or 53k or 53l or 53m or 53n or 53o or 53p or 53q or 53r or 53s or 53t or 53u or 53v or 53w or 53x or 53y or 53z or 54a or 54b or 54c or 54d or 54e or 54f or 54g or 54h or 54i or 54j or 54k or 54l or 54m or 54n or 54o or 54p or 54q or 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65r or 65s or 65t or 65u or 65v or 65w or 65x or 65y or 65z or 66a or 66b or 66c or 66d or 66e or 66f or 66g or 66h or 66i or 66j or 66k or 66l or 66m or 66n or 66o or 66p or 66q or 66r or 66s or 66t or 66u or 66v or 66w or 66x or 66y or 66z or 67a or 67b or 67c or 67d or 67e or 67f or 67g or 67h or 67i or 67j or 67k or 67l or 67m or 67n or 67o or 67p or 67q or 67r or 67s or 67t or 67u or 67v or 67w or 67x or 67y or 67z or 68a or 68b or 68c or 68d or 68e or 68f or 68g or 68h or 68i or 68j or 68k or 68l or 68m or 68n or 68o or 68p or 68q or 68r or 68s or 68t or 68u or 68v or 68w or 68x or 68y or 68z or 69a or 69b or 69c or 69d or 69e or 69f or 69g or 69h or 69i or 69j or 69k or 69l or 69m or 69n or 69o or 69p or 69q or 69r or 69s or 69t or 69u or 69v or 69w or 69x or 69y or 69z or 70a or 70b or 70c or 70d or 70e or 70f or 70g or 70h or 70i or 70j or 70k or 70l or 70m or 70n or 70o or 70p or 70q or 70r or 70s or 70t or 70u or 70v or 70w or 70x or 70y or 70z or 71a or 71b or 71c or 71d or 71e or 71f or 71g or 71h or 71i or 71j or 71k or 71l or 71m or 71n or 71o or 71p or 71q or 71r or 71s or 71t or 71u or 71v or 71w or 71x or 71y or 71z or 72a or 72b or 72c or 72d or 72e or 72f or 72g or 72h or 72i or 72j or 72k or 72l or 72m or 72n or 72o or 72p or 72q or 72r or 72s or 72t or 72u or 72v or 72w or 72x or 72y or 72z or 73a or 73b or 73c or 73d or 73e or 73f or 73g or 73h or 73i or 73j or 73k or 73l or 73m or 73n or 73o or 73p or 73q or 73r or 73s or 73t or 73u or 73v or 73w or 73x or 73y or 73z or 74a or 74b or 74c or 74d or 74e or 74f or 74g or 74h or 74i or 74j or 74k or 74l or 74m or 74n or 74o or 74p or 74q or 74r or 74s or 74t or 74u or 74v or 74w or 74x or 74y or 74z or 75a or 75b or 75c or 75d or 75e or 75f or 75g

Establishmen.t

36620. A property and business improvement district may be established as provided in this chapter.

36620.5. A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the

unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. (a) Upon the submission of a written petition signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
- (1) A map showing the boundaries of the district;
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution described in subdivision (a) shall contain all of the following:
- (1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or business, and a description of the exterior boundaries of the proposed district. The description shall state that the district is intended to enable an owner to generally identify the nature and extent of the improvements and activities in the district and the location and extent of the proposed district.
 - (2) A finding of public use and benefit, the estimated cost of the proposed district and business improvement district and the estimated cost of the proposed district and business improvement district, and the estimated cost of the proposed district and business improvement district.

36622. Section 36622. (a) The boundaries of the district, including the boundaries of benefit

(a) The boundaries of the district, including the boundaries of benefit to the businesses are to be assessed. Each business within the district

shall be assessed. Each business within the district

(c) A description of the boundaries of the district, including the boundaries of benefit to the businesses, shall be included in the management district plan. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Act Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a

business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

- (d) The improvements and activities proposed for each year of operation of the district and the maximum cost thereof.
- (e) The total annual amount proposed to be expended for improvements, maintenance and operations, and debt service in each year of operation of the district.
- (f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon businesses, in proportion to the benefit received by the property or business, to defray the cost thereof, including operation and maintenance. The plan may provide that all or any class or category of real property which is exempt by law from real property taxation may nevertheless be included within the boundaries of the district but shall not be subject to assessment on real property.
- (l) Any other item or matter required to be incorporated therein by the city council.

- 36623.** (a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
- (b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners of businesses in the proposed district which will pay 50 percent or more of the

assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

36624. At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements or activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. (a) If the city council, following the public hearing, decides to establish the proposed property and business improvement district, the city council shall adopt a resolution of formation that shall contain all of the following:

- (1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement about whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties or businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements and activities to be provided in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district.
- (7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements and activities funded by the assessments proposed to be levied.

(b) The adoption of the resolution of formation and recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626, If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district.

The resolution shall contain aU of the information specified in paragraphs (l) to (8), inclusive, of subdivision (b) of Section 36625, but need not contain information about the preliminary resolution if none has been adopted.

36627. Following adoption of the resolution establishing the district pursuant to Section 36625 or 36626, the clerk of the city shall record a notice and an assessment diagram pursuant to Section 3114. If the assessment is levied on businesses, the text of the recorded notice shall be modified to reflect that the assessment will be levied on businesses, or specified categories of businesses, within the area of the district. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, Di' on each category of business within each zone.

36628.5. The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it detennines corresponds with the distribution of benefits from the proposed improvements and activities.

36629. All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a parking and business improvement area.

36630. If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and a new district established pursuant to this part.

Assessments

36631. The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution establishing the management district plan described in Section 36622. Assessments levied on real propeti y may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinqlent payment. All del.inquent payments for assessments levied pursuant to this part shall be charged interest and penalties.

36632. (a) The assessments levied on real propeli y pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of

determining the benefit to property of the improvements and activities provided pursuant to this part.

- (b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
- (c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. (a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public meetings and public hearings pursuant to this section shall comply with both of the following:

- (1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public meeting.
 - (2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public meeting, to each business owner or property owner affected by the proposed modification.
- (b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

Financing

- 36640.** (a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division IO (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.
- (b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.
- (c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

Governance

- 36650.** (a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.
- (b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:
- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
 - (2) The improvements and activities to be provided for that fiscal year.
 - (3) An estimate of the cost of providing the improvements and the activities for that fiscal year.
 - (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
 - (5) The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
 - (6) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

- (c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636. The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. The management district plan may, but is not required to, state that an owners' association will provide the improvements or activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services,

Renewal

36660. (a) Any district previously established whose term has expired, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

Disestablishment

36670. (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
- (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
- (2) During the operation of the district, there shall be a 30 day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners of real property or of businesses in the area who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment

- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention,
- 36671.** (a) Upon the disestablishment of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
- (b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

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**Business Improvement
Districts and Proposition.
218 After Silicon Valley
Taxpayers Association, Santa
Clara County, Open Space
Act 1971,**

4. Mlchdl, i.p.a. no. 3, at 7.

5. *Id.*

6. IrJ.at 19.

7. Oordc1\ Mamhall, Bu!lines:J Impl'O'lllm.em
Dimler.\$, O!CTION,sil.Y Of SocroLOOY, (1998).

8. *Id.*

9. *Id.*

10. *Set*, t.g., Marshall, *supra* note 7; *see also* Brin
AilMmh and William W:u'I, *Rak Ot'<:!*
DownLil1v11 S,lft:u-rft., *Ouaull*, Los ANoaw
TIMES, Jun,\ 8, U:04 at B.,L

11. *Id.*

12. *Id.*

13. *Id.*

H. Ailw,m:h, ll</n 1001 to.

15. [http://www.mass.gov/r/hC1:Vdoc:6
/dbF.d/cr.1/hJJ/iuq.dor](http://www.mass.gov/r/hC1:Vdoc:6/dbF.d/cr.1/hJJ/iuq.dor).

16. C.1L Su. & Hw'I- Code §.600, *in* 111q.
(We..c 2008).

17. Cal. Srt. & H. Cxlc §.16.500, *er* req.
(Weit 2il0B).

18. AB Comm.. on Loc l O'OY't, at 6 (Apr. 20,
1994).

19. *Id.* a !.

20. *Id.*

21. AS Acor Anlllysi&, u 6 (Jun 30, 1994).

22. Cal. Cu=. Art. XIID.

B. Legisfad\le Analys Offit:<=, Undmr<1nding
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http://www.l o.ca.gov/1996/12ot96_prop

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24. Cal. Const. Air. XIUD, §!-(c)-fo>, *see also*
CnL Ocv. Code § 5J753 (1996-1997).

25. Ca.I. Const. Art. XIID, §(4)(b).

26. LAO, mpra 11oro 23.

27. Cal. Conn. Art. XIUD, §4,

28. *Id.* t §4(a).

29. *Id.*

30. *Id.*

31. *Id.* at §i(t).

32. SW.:ui, Valle.) T<.1:opa1m NiQcia'ion ". S111ur.1
Clam Caun"JO en Spau A<:lwric:,, 44 Cnl
4t:h 431, '19 Cal. R.pr.: 3d m,3Z1 (2006),

33. Cal. Const. Art. XIID, §§Ha), 4(:i), *Su 11,io*
Cw. Col"Sc. Ai . XiIC:(l)(h).

H. CitL CollSt, Art. XIUCO)(c),

35. Cal. Conn. Art. Y.IUD, §4fa).

36. *Id.*

37. 79 Cal. lptt, 3d.(20C8)..

38. *Id.* at 318.

39. *Id.*

40. *Id.* 2r 311},

41. *Id.* at 330.

42. *Id.* ru: 319.

43. *Id.*

44. *Id.*

45. *Id.* at 320.

46. *Id.*

47. *Id.* ar J17-2S.

48. *Id.* t 322. .

49. S' D11 11U v. Odu111tuwn Pomona Prupt,r., and
l:huiuen 1111prll<>limnc Oiu1/c1, 41 Cal. Rptt.

Jd 196,199 (2d Dec. 2006).

51. *Id.*

52. *Id.*

53. *Id.* J-23.

54. *Id.* ar J27.

56. Cal. Const- Art. XIID, §Z(i).

57. Silicon Vt.tffll'J ra (ll T] Asmciat{on, 79 Otl,
114m. 3d nt 32?.

60. *Id.* ut }JO.

62. T1! at 129, n 1.t

63. *Id.* at :m.

64. *Id.*

65. *Id.*

66. *Id.*

ACKNOWLEDGEMENT OF MIDTOWN ASSOCIATION BOARD HANDBOOK

This is to acknowledge that I received, read, understood, and will abide by the policies outlined in the Midtown Association Board Handbook.

Name printed _____

Signature _____

Date _____



MIDTOWN
ASSOCIATION

**THE CENTER FOR CULTURE, CREATIVITY
& VIBRANCY IN SACRAMENTO'S URBAN CORE.**