



CITY COUNCIL AGENDA
Regular City Council Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
Monday, March 1, 2004
6:30 P.M.

Call To Order

Metro Cable TV telecast announcement

Roll Call: Council Members: Cooley, McGarvey, Roberts, Sander, Budge

Pledge of Allegiance

Invocation: Steve Curran, Associate Pastor, Mayhew Community Baptist Church

Consent Calendar

1. **Subject:** Second Reading of Building Permit Fee Ordinance
Recommendation: Move to adopt Ordinance 5-2004. **(Roll Call Vote)**
2. **Subject:** Resolutions Opposing Closure of Military Bases in California
Recommendation: Move to adopt Resolution 27-2004 opposing closure of Beale Air Force; to adopt Resolution 30-2004, opposing closure of Travis Air Force Base and to adopt Resolution 31-2004 opposing closure of military bases in California.
3. **Subject:** Approval of the Subdivision Map for Anatolia II, Village 16 (122 Lots)
Recommendation: Move to adopt Resolution 28-2004.
4. **Subject:** Treasurer's Report for Month Ending January 31, 2004
Recommendation: Move to receive and file the report.

Oral Communications

5. Public Comment

Citizens wishing to address the Council for any matter not on the agenda may do so at this time. If you wish to be heard on a listed agenda item other than a Consent Calendar item, please wait until the point on the agenda when the item is heard. Comments on Consent Calendar items will be heard prior to action on the Consent Calendar by providing a Speaker Card to the City Clerk before the Consent Calendar is discussed. **Please keep your comments to three minutes or less** and state your name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature and the need to take immediate action arose after the posting of the agenda.

Presentations

6. Proclamation in Support of "Read Across America" Day – Dr. Seuss's 100th Birthday and introduction by the library administration of the Rancho Cordova Library Branch Manager, Ms. Camillus Kerwin.
7. General Plan Cost Recovery Fee

Public Hearings

8. **Subject:** Ordinance Approving Development Agreement – Sunridge Park - Southside of Douglas Road, between Americanos Road and Jaeger Roads (RC-03-001)
Recommendation: Move to introduce Ordinance 6-2004 for first reading and waive reading of the body of the ordinance and approve the Development Agreement. **(Roll Call Vote)**
9. **Subject:** Anatolia II, Village 9 – Development Plan Review for Model Homes – East of Sunrise Blvd., south of Chrysanthy Blvd. (RC-03-056)
Recommendation:
 1. Find that the Mitigated Negative Declaration prepared for the Anatolia Subdivisions I, II, and III, adopted by the Sacramento County Board of Supervisors, adequately addresses the environmental impacts for the project.
 2. Move to adopt Resolution 24-2004.
10. **Subject:** Anatolia II, Village 12 – Development Plan Review for Model Homes – East of Sunrise Blvd., south of Chrysanthy Blvd., west of Jaeger Road (RC-03-057)
Recommendation:
 1. Find that the Mitigated Negative Declaration prepared for the Anatolia Subdivisions I, II, and III, adopted by the Sacramento County Board of Supervisors, adequately addresses the environmental impacts for the project.
 2. Move to adopt Resolution 25-2004.
11. **Subject:** Mather Commerce Office Center Development Plan Review (RC-03-059)
Recommendation: Move to adopt Resolution 26-2004.

Action Items

12. **Subject:** Resolution of Intent to Contract with PERS – Public Retirement System
Recommendation: Move to adopt Resolution 29-2004.

Council Reports

Written Correspondence

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

Monday, March 15 – Regular Council Meeting
Wednesday, March 24 – Study Session

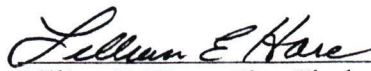
Tonight's meeting of the Rancho Cordova City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety. Tune to Metro Cable Channel 14, for playback times. The city does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 942-0255 or lhare@cityofranhocordova.org at least 48 hours prior to the meeting.

City Clerk's Certificate of Posting of Agenda

I, Lillian Hare, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the March 1, 2004 regular meeting of the Rancho Cordova City Council was posted on February 27, 2004 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranhocordova.org.

Signed this 27th day of February, 2004 at Rancho Cordova, California.


Lillian E. Hare, City Clerk



CITY COUNCIL AGENDA
Special City Council Study Session
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
Wednesday, February 25, 2004
6:00 P.M.

Call To Order

Roll Call: Council Members: Cooley, McGarvey, Roberts, Sander, Budge

Oral Communications

1. Public Comment

At a special meeting, citizens may address the Council on any item listed on the special meeting agenda. **Please keep your comments to three minutes or less and provide a Speaker Cards to the City Clerk.** Please state your name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

Closed Session Items:

2. Public Employee Appointment (pursuant to Government Code Section 54957)
Title: Police Chief
3. Conference with Labor Negotiators (pursuant to Government Code Section 54957.6)

Open Session Item:

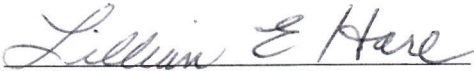
4. **Subject:** Streetscape Master Plan for Folsom/Mather Field Road

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 942-0255 or lhare@cityofranhocordova.org at least 48 hours prior to the meeting.

City Clerk's Certificate of Posting of Agenda

I, Lillian Hare, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the February 25, 2004 special meeting of the Rancho Cordova City Council was posted on February 20, 2004 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranhocordova.org.

Signed: February 20, 2004.


Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 5-2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA AMENDING
TITLE 16, CHAPTER 16.90, SECTION 16.90.030
OF THE RANCHO CORDOVA MUNICIPAL CODE
RELATED TO CONSTRUCTION PERMIT FEES**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS
FOLLOWS:

SECTION 1: Title 16, Chapter 16.90, Section 16.90.030 of the Rancho Cordova
Municipal Code is hereby amended to read as follows:

"16.90.030 Fee Schedule

The construction permit fee schedule shall be as follows:

a. Building Permit Fees ¹.

New buildings, additions, alterations, fill-ins/tenant improvements, remodels, fire repairs,
solar, and other structures requiring a plan review.

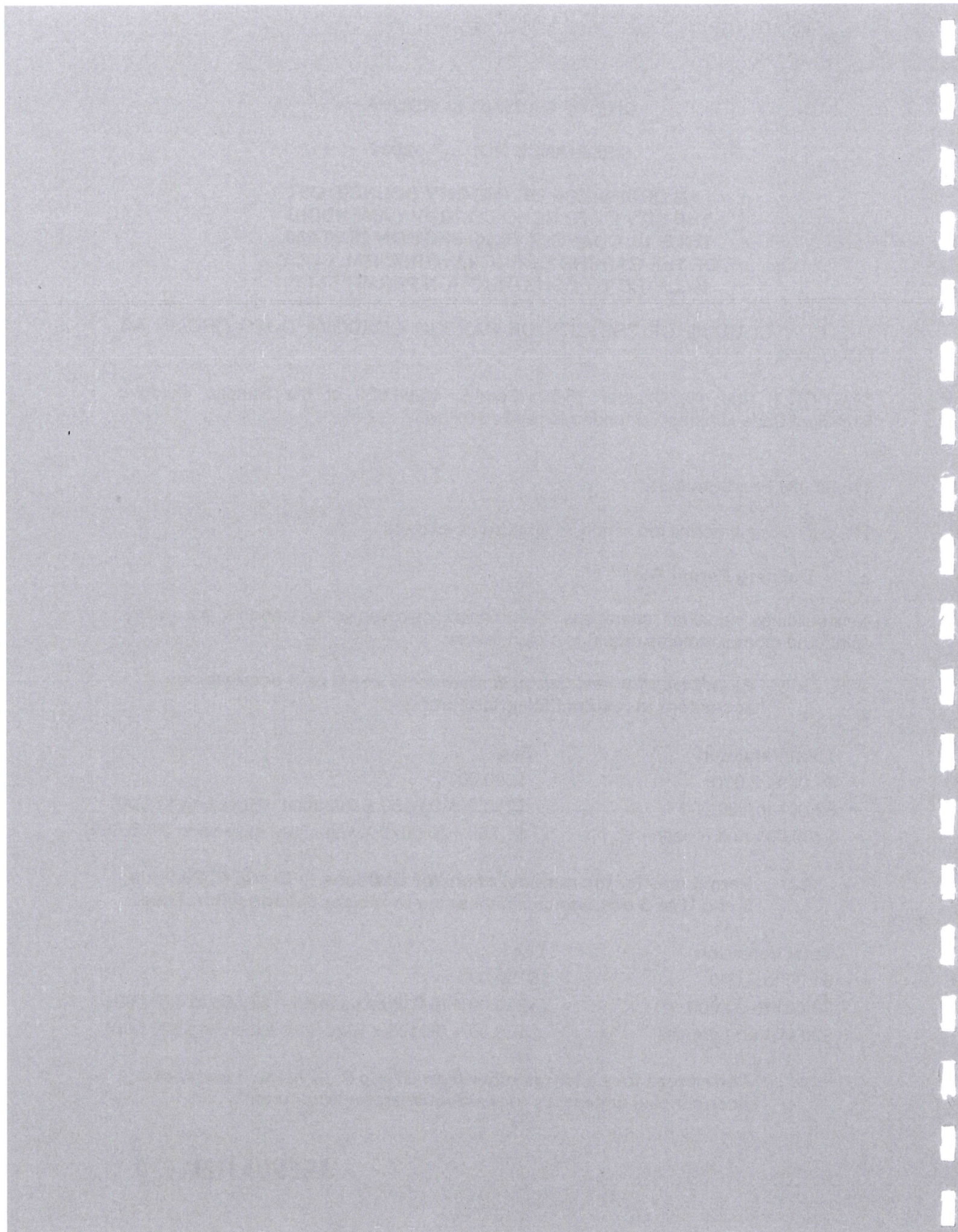
- 1. Permit fees for new Group R, Division 3 and U or S occupancies
accessory to residential/agricultural use.**

Total Valuation	Fee
\$1.00 to 2,000	\$280.00
\$2,001 to 100,000	$\$280.00 + 0.0150 \times \text{valuation}^2 \text{ exceeding } \$2,000$
\$100,001 and greater	$\$1,750 + (0.0070 \times \text{valuation}^2 \text{ exceeding } \$100,000)$

- 2. Permit fees for the remodel of and/or additions to Group R, Division
3 and U or S occupancies accessory to residential/agricultural use.**

Total Valuation	Fee
\$1.00 to 2,000	\$250.00
\$2,001 to 20,000	$\$250.00 + (0.0160 \times \text{valuation}^2 \text{ } \$2,000 \text{ to } \$20,000)$
\$20,001 and greater	$\$538.00 + 0.0100 \times \text{valuation}^2 \text{ exceeding } \$20,000$

- 3. Permit fees for buildings other than Group R, Division 3 and U or S
occupancies accessory to residential/agricultural use.**



Total Valuation	Fee
\$1.00 to 1,000	\$ 290.00
\$1,001 to 2,000	\$ 472.00
\$2,001 to 50,000	\$ 472.00 + (0.0270 x valuation ² \$2,001 to \$50,000)
\$50,001 to 500,000	\$1,768.00 + (0.0150 x valuation ² \$50,001 to \$500,000)
\$500,001 and greater	8,518.00 + (0.0080 X valuation ² exceeding \$500,000)

¹ Total permit fee

² Rounded up to the next multiple of \$1,000.

b. Plan Review Fee.

Upon submittal of a plan for plan review, a plan review fee of forty percent (40%) of the building permit fee shall be collected. When the permit is issued, the balance of the total permit fee (building permit fee plus plan review fee) is due.

c. Other Building Permit Fees¹.

- 1. Carports, decks, patio covers, fences, reroof, demolitions, fire repairs, solar, and other structures not requiring a plan review.**

Total Valuation	Fee
\$1.00 to 1,000	\$83.00
\$1,001 to 10,000	\$83.00 +(0.0160 X valuation ² \$1,000 to \$10,000)
\$10,001 and greater	\$227.00 +(0.0100 x valuation ² exceeding \$10,000)

- 2. Carports, decks, patio covers, fences, private garages, roof repitches, fire repairs, solar, and other structures requiring a minimal plan review.**

Total Valuation	Fee
\$1.00 to 1,000	\$166.00
\$1,001 to 10,000	\$166.00+(0.0160 x valuation ² \$1,000 to 10,000)
\$10,001 and greater	\$310.00 +(0.0100 x valuation ² exceeding \$10,000)

¹ Total permit fee.

² Rounded up to the next multiple of \$1,000.00

d. Miscellaneous Plumbing Permit Fees.

\$1.00 to 1,000	\$83.00
\$1,001 to \$10,000	\$83.00 + (0.0160 x valuation ¹ \$1,000 to \$10,000)
\$10,001 and greater	\$227.00 + (0.0100 x valuation ¹ exceeding \$10,000)

¹ Rounded up to the next multiple of \$1,000.00.

e. Miscellaneous Electrical Permit Fees.

Total Valuation	Fee
\$1.00 TO 1,000	\$83.00
\$1,001 TO 10,000	\$83.00+ (0.0160 x valuation ¹ \$1,000 to \$10,000)
\$10,001 and greater	\$227.00 + (0.0100 x valuation ¹ exceeding \$10,000)

¹ Rounded up to the next multiple of \$1,000.00.

f. Miscellaneous Mechanical Permit Fees.

Total Valuation	Fee
\$1.00 to 1,000	\$83.00
\$1,001 to 10,000	\$83.00+ (0.0160 x valuation ¹ \$1,000 to \$10,000)
\$10,001 and greater	\$227.00 + (0.0100 x valuation ¹ exceeding \$10,000)

¹ Rounded up to the next multiple of \$1,000.00.

g. Sign Permit Fees¹.

1. Permit fee for illuminated signs (all types).

Total Valuation	Fee
\$1.00 to 1,000	\$166.00
\$1,001 to 10,000	\$166.00+ (0.0160 x valuation ² \$1,000 to 10,000)
\$10,001 and greater	\$310.00+ (0.0100 x valuation ² exceeding \$10,000)

2. Permit fee for nonilluminated signs (free standing).

Total Valuation	Fee
\$1.00 to 1,000	\$83.00
\$1,001 and greater	\$83.00 + 0.0100 x valuation ² exceeding \$1,000)

3. Permit fee for nonilluminated signs (wall / appendage).

Total Valuation	Fee
\$1.00 to 1,000	\$68.00
\$1,001 and greater	\$68.00 + (0.0100 x valuation ² exceeding \$1,000)

¹ Total permit fee.

² Rounded up to the next multiple of \$1,000.00.

h. Swimming Pool/Spa Permit Fees¹.

1. Permit fee for private pool.

Total Valuation	Fee
\$1.00 to 1,000	\$176.00
\$1,001 to 10,000	\$176.00 + (.0160 x valuation ² \$1,000 to 10,000)
\$10,001 and greater	\$320.00 + (0.0140 x valuation ² exceeding \$10,000)

2. Permit fee for public pool.

Total Valuation	Fee
\$1.00 to 1,000	\$236.00
\$1,001 to 10,000	\$236.00 + (.0160 x valuation ² \$1,000 to 10,000)
\$10,001 and greater	\$380.00 + (0.0140 x valuation ² exceeding \$10,000)

3. Permit fee for separate private or public spa.

Total Valuation	Fee
\$1.00 to 2,000	\$211.00
\$2001 and greater	\$211.00 + (0.0140 x valuation ² exceeding \$2,000)

¹ Total permit fee.

² Rounded up to the next multiple of \$1,000.00.

i. Mobilehome Installation Permit Fees.

Application filing fee	\$20.00
Installation permit fee	\$100.00 provided the inspection is not more than one hour, plus \$30.00 for each 30 minutes or fraction in excess of one hour.
Reinspection fee	\$60.00 provided the reinspection is not more than one hour, plus \$30.00 for each 30 minutes or fractional part in excess c one hour.
Support system, skirting, steps, patio covers, awnings, decks, retrofit-foundation system	Contract Value with fee section c.1

j. Temporary Mobilehome

Permit fees for owner-occupied mobilehome used temporarily during dwelling construction.

Application filing fee	\$20.00
Installation permit fee	\$100.00 provided the inspection is not more than one hour, plus \$30.00 for each 30 minutes or fractional part in excess of one hour.
Reinspection fee	\$60.00 provided the reinspection is not more than one hour, plus \$30.00 for each 30 minutes or fractional part in excess of one hour.
Support system, skirting, steps, patio covers, awnings, decks, retrofit-foundation system	Contract Value with fee section c.1

k. Building Compliance Inspection Fee

Building compliance inspection fees shall be a minimum of \$100.00, not to exceed \$250.00, based on the extent and type of inspection, to be determined by the Building Official.

l. Inspection of a Building to Be Moved

Application and posting fee	\$250.00
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When the application indicates that the building is to be moved from a location outside of the City of Rancho Cordova, the applicant shall pay an additional fee based on \$75.00 per hour plus 30 cents per mile to defray costs accrued outside of the unincorporated area of the City of Rancho Cordova.

m. Other Inspections and Fees

Issuance of each supplemental permit	\$75.00
Inspection outside of normal business hours ¹	See current Labor Rate Schedule
Inspections for which no fee is specifically indicated	See current Labor Rate Schedule
Each reinspection	\$100.00
Administrative Fee, Temporary Certificate of Occupancy	\$100.00
Issuance of duplicate Certificate of Occupancy	\$40.00
Permit research letter	See current Labor Rate Schedule
Additional plan review required by changes, additions, or revisions to approved plans ²	See current Labor Rate Schedule
Plan review for miscellaneous permits ²	See current Labor Rate Schedule

Boundary adjustment reviews ²	Directly billed based upon labor charges
Preapplication building reviews	Directly billed based upon labor charges
Unfinaled permit investigations ²	Directly billed based upon labor charges
Expedited plan reviews	Normal plan review fees plus costs directly billed based upon labor charges
UBC Lot Line waiver	Directly billed based upon labor charges
Filing fee for Building Board of Appeals	\$200.00
Filing fee for Handicap Board of Appeals	\$200.00

¹ Minimum charge: Three hours

² Minimum charge: One-half hour"

SECTION 2: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2004, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Staff Report



Date: March 1, 2004

To: Honorable City Council

From: Lillian Hare, City Clerk

Subject: Resolutions Opposing Closure of Military Bases in California

RECOMMENDATION:

Move to adopt Resolution 27-2004 opposing closure of Beale Air Force; to adopt Resolution 30-2004, opposing closure of Travis Air Force Base and to adopt Resolution 31-2004 opposing closure of military bases in California.

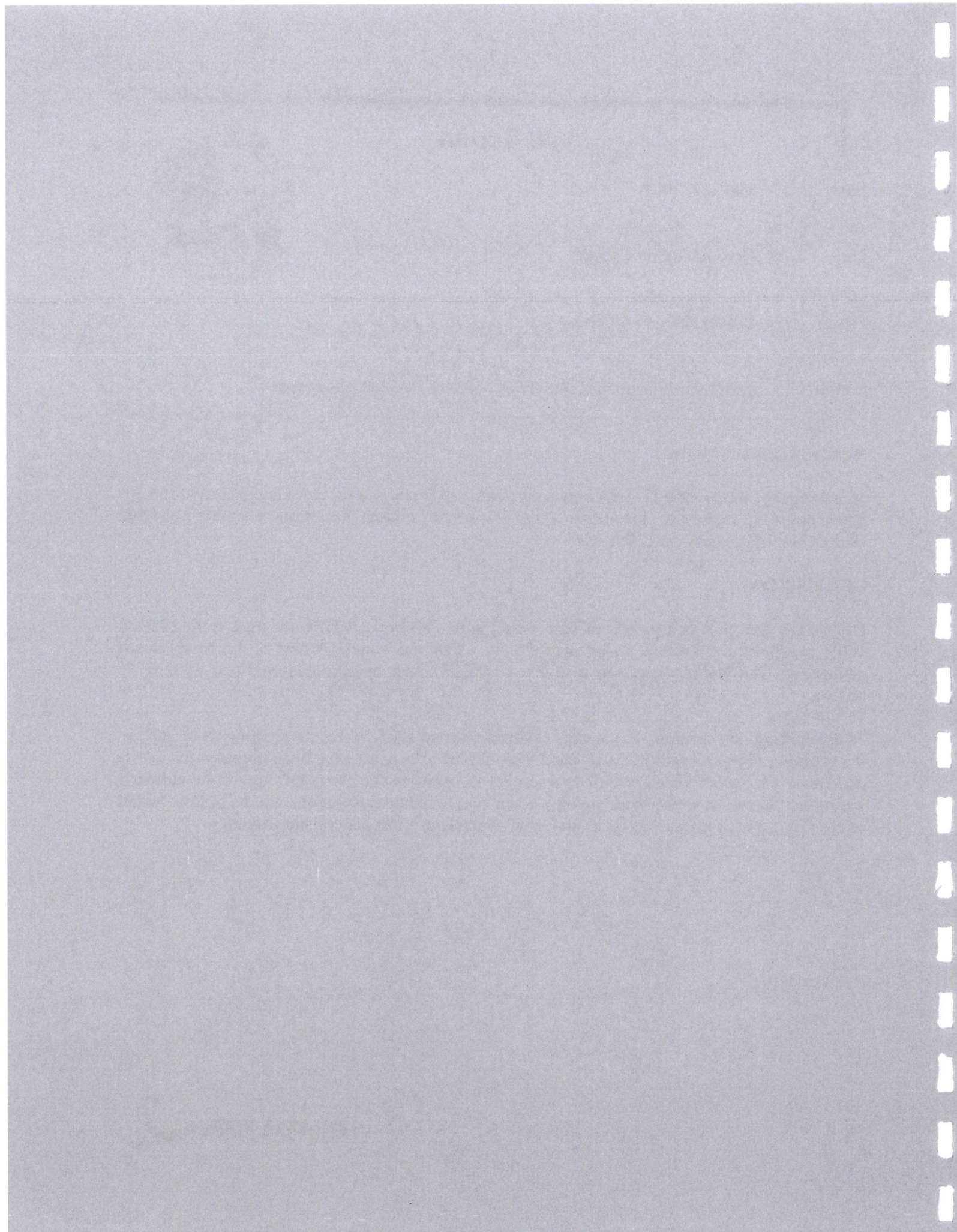
DISCUSSION:

During the four previous rounds of base closures in California, which occurred from 1988 to 1995, twenty-nine California bases were closed. That was almost a third of the bases closed nationally. The impact translated to a loss of 93,000 jobs and an economic loss of over \$9 billion.

At its meeting of February 17, the City Council directed staff to prepare resolutions of support for retaining military bases in California. Resolutions of support have been prepared for Travis and Beale Air Forces Bases as well as a resolution opposing the closure of any of the currently operational bases, of which there are 60. When adopted, these resolutions will be sent on behalf of the City Council to our legislators and local officials in Yuba and Solano Counties.

Attachments

AGENDA ITEM # **2**



RESOLUTION NO. 27 -2004

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
OPPOSING CLOSURE OF BEALE AIR FORCE BASE**

WHEREAS, the City of Rancho Cordova recognizes the uniqueness of Beale Air Force Base as the only Air Force Facility whose sole function is reconnaissance, surveillance and intelligence; and

WHEREAS, Beale Air Force Base is one of the few military installations in the nation where its air space, land development or broadband width is not encroached upon; and

WHEREAS, Beale Air Force Base possesses one of the longest runways in the military at 12,000 feet; and

WHEREAS, Beale Air Force Base is one of the few bases with year-round flying environments; and

WHEREAS, Beale Air Force Base has great deployment connections across the world; and

WHEREAS, Beale is a proven environmentally clean and safe base, where personnel work hard to exceed environmental regulations for current and future missions; and

WHEREAS, Beale and the surrounding communities have adequate moderate priced housing; and

WHEREAS, Rancho Cordova is home to Mather Field, which was closed in 1993 after having served the country and this community proudly and honorably since 1918, and from which closure the community has not yet recovered economically and socially; and

WHEREAS, there has been and continues to exist a strong community-base relationship and military personnel continues to make significant and valuable contributions to cultural, social and political life.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova does hereby express its strong support for Beale Air Force Base and for the continued funding of all existing military bases in California.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of March, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

LILLIAN HARE, CITY CLERK

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

RESOLUTION NO. 30 -2004

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
OPPOSING CLOSURE OF TRAVIS AIR FORCE BASE**

WHEREAS, the City of Rancho Cordova wishes to demonstrate strong support for Travis Air Force Base and commitment to ensuring its continued operation; and

WHEREAS, Travis Air Force Base is home to the world's largest military airlift unit, the 60th Air Mobility Wing; and

WHEREAS, Travis Air Force Base also serves as the home base for the Wing's reserve counterpart, the 349th Air Mobility Wing; and

WHEREAS, Travis Air Force Base was expanded in 1995 by the addition of air refueling assets from March Air Force Base; and

WHEREAS, the United States Department of Defense has been using the site for military operations since the early 1940's; and

WHEREAS, Travis Air Force Base is vitally important to Solano County's overall economic health; and

WHEREAS, Rancho Cordova is home to Mather Field, which was closed in 1993 after having served the country and this community proudly and honorably since 1918, and from which closure the community has not yet recovered economically and socially; and

WHEREAS, there has been and continues to exist a strong community-based relationship and military personnel continue to make significant and valuable contributions to cultural, social and political life.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova does hereby express its strong support for Travis Air Force Base and for the continued funding of all existing military bases in California.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of March, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE, CITY CLERK

RESOLUTION NO. 31-2004

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
OPPOSING CLOSURE OF MILITARY BASES IN CALIFORNIA**

WHEREAS, twenty-nine California military bases were closed between 1988 and 1995;
and

WHEREAS, military bases closed in California represented almost a third of the national total of
bases closed; and

WHEREAS, the base closures resulted in the loss of 93,000 jobs and an economic impact
of over \$9 billion; and

WHEREAS, there are sixty military installations remaining in California that if closed would
negatively impact the economics of surrounding localities; and

WHEREAS, Rancho Cordova has experienced the economic and social disruption that was the
direct result of the closure of Mather Air Force Base in 1993 after having served the country and
the community proudly and honorably since 1918; and

WHEREAS, it is important for the state's elected representatives to be united in their vigilance
and opposition to further military base closures in California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho
Cordova does hereby express its strong support for continued funding of all military bases in
California and opposes the closure of any more bases in California.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of
March, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE, CITY CLERK

Memorandum



Agenda date: March 1, 2004
Consent item

TO: Honorable City Council

FROM: Cyrus Abbar, City Engineer *CEA*

SUBJECT: Approval of the Subdivision Map for Anatolia II Village 16 (122 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia II Village 16 subdivision, located on the east side of Sunrise Boulevard approximately one mile south of Douglas Boulevard.

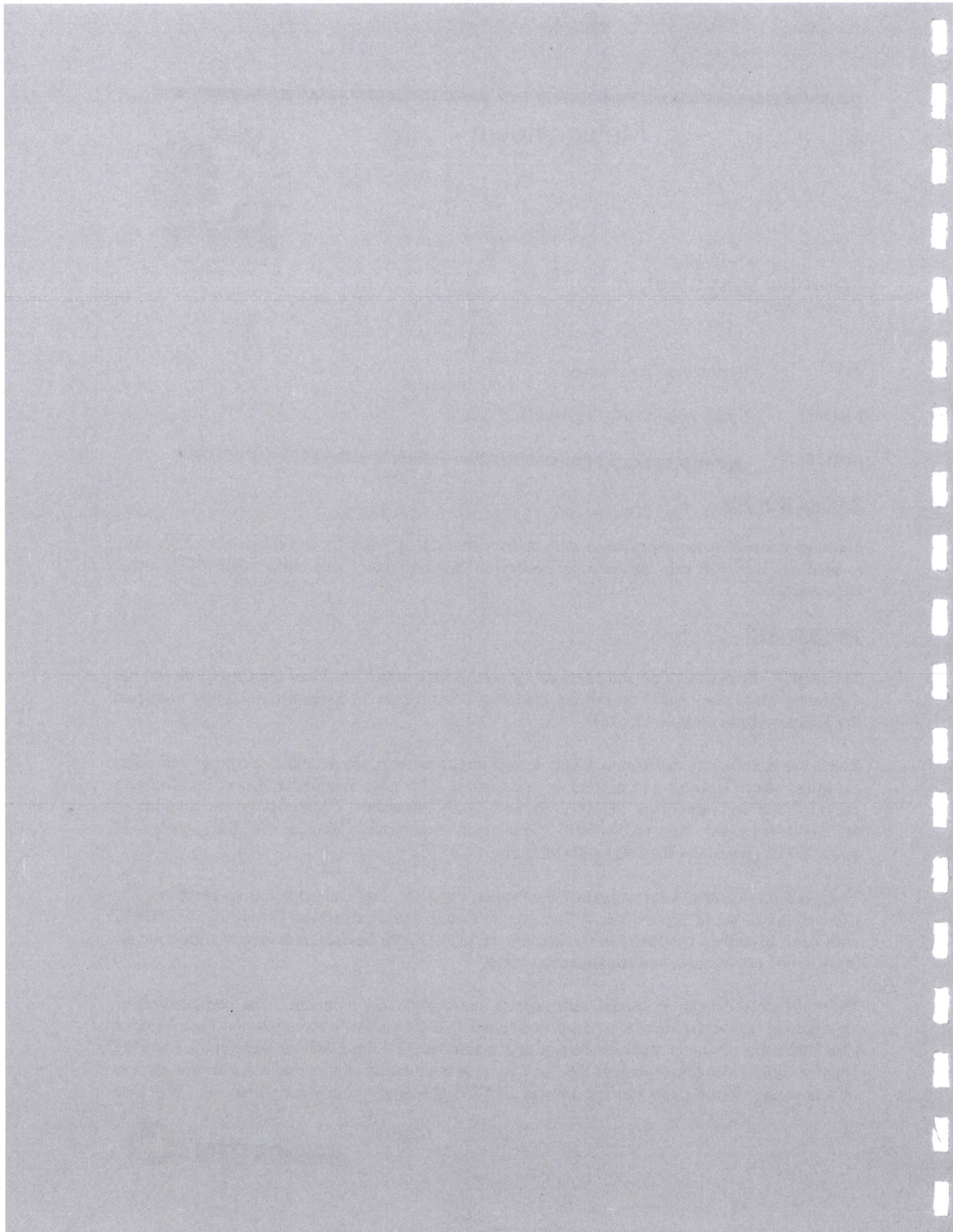
DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. SU5003916 with Arch Insurance Company in the amount of \$892,000.00. Bond No. SU5003916 with Arch Insurance Company in the amount of \$446,000.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The Clerk of the Board of Supervisors of Sacramento County has certified that Bond No. SU5005387 with Arch Insurance Company in the amount of \$221,882.00 has satisfactorily provided for the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map



("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

Sacramento Regional County Sanitation District (SRCSD) has agreed to the installation of trees and landscaping within the sewer easement along Sunrise Boulevard. Subdivider will coordinate with SRCDS staff on selection of plant and tree species within the easement corridor and will prepare a landscaping plan for the City's approval prior to the issuance of building permits.

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on April 9, 2003 and found to be in place.

RECOMMENDATION:

The City Engineer's Office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

CEA:mp

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508-300

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508-300

M-1

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RD-10

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Public City Limits

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RESOLUTION NO. 28-2004
ANATOLIA II VILLAGE 16 SUBDIVISION

NOW, THEREFORE, the Mayor of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **D. R. Horton Inc. – Sacramento, a California Corporation** and the subdivision designated as **Anatolia II Village 16** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted by the City Council of Rancho Cordova, State of California, this _____, day of _____, 2004 with the following vote, to wit:

AYES: Council Member(s),

NOES: Council Member(s),

ABSENT: Council Member(s),

ABSTAIN: Council Member(s),

David Roberts, Mayor

(S E A L)

ATTEST: _____
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, **2004**, by and between the City of Rancho Cordova, (hereinafter "City"), and **D.R. HORTON INC. - SACRAMENTO, a California Corporation** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Anatolia II Village 16**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee.** Principal acknowledges that the City is in the process of adopting one or more fees and/or financing mechanisms in order to implement provisions of the Sunridge Specific Plan, and that as of the time of recordation of the Final Map, these fees and/or financing mechanisms are not yet in effect. Principal acknowledges and agrees that with the exception of model homes, no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that

the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of \$733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity.** Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof,

regardless whether caused in part by a party indemnified hereunder.

12. Extension of Completion Date. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary

to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$892,000.** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. County Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses

and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. **Amendments.** This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

22. **Entire Agreement.** This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. **Construction and Interpretation.** It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. **Time.** Time is of the essence in the performance of each and every term of this Agreement.

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

CITY OF RANCHO CORDOVA

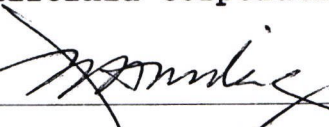
By _____
MAYOR

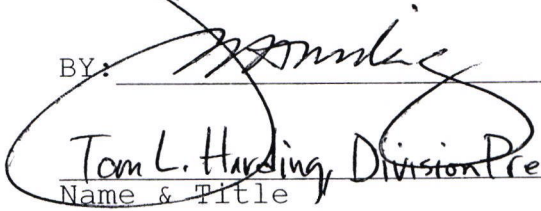
CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

**D.R. HORTON INC. - SACRAMENTO,
A California Corporation**

BY:  _____


Tom L. Harding, Division President
Name & Title

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SACRAMENTO

ss.

On

2/9/04

Date

before me,

Michelle Vossen, Notary Public,

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

TOM HARDING

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Vossen

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RECORDING REQUESTED BY:

STEWART TITLE OF SACRAMENTO

WHEN RECORDED MAIL TO:

Name STEWART TITLE OF SACRAMENTO

Street Address 6700 FAIR OAKS BLVD

City, State, Zip CARMICHAEL, CA 95608

Attn: Subdivision Department

=====

**CERTIFICATE OF OFFICIAL REDEEMING OFFICER
TAX COLLECTOR OF THE COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
FOR
ASSESSOR PARCEL NUMBER(S)**

067-0430-016-0000

Paid through tax year: 2003-2004

Map Title:

Anatolia II Village 16

I, Mark Norris, hereby certify that I am the Tax Collector of the County of Sacramento, State of California; and that I am the official computing redemption officer of said County of Sacramento.

Pursuant to Government Code 66492, I hereby further certify that according to the records of this office, there are no liens against the parcel(s) of real property contained in that certain proposed subdivision situated in the County of Sacramento, State of California, for unpaid state, county, municipal, or local taxes, or special assessments collected as taxes on the Sacramento County secured tax rolls, except taxes or special assessments not yet payable.

This 30TH day of JANUARY, 2004.

MARK NORRIS, Tax Collector
County of Sacramento, State of California

BY: Brenda Miller
Deputy

NAME OF PROPERTY OWNER AT TIME OF CERTIFICATE FILING:
(to be completed by applicant)

D.R. HORTON INC. – SACRAMENTO, A CALIFORNIA CORPORATION



Sacramento County
Office of the Assessor
Kenneth D. Stieger, Assessor
Kathleen Kelleher, Assistant Assessor

Appraisal Support
3701 Power Inn Road, Suite 3000
Sacramento, CA 95826-4329
www.saccounty.net/assessor

Tax Estimate

(Estimate void after 60 Days or January 1st, whichever comes first)

Date: 01/30/04

Reference #: 03-301

Requestor Stewart Title

Telephone: (916) 484-6990

Parcel/Subdivision Name Anatolia 2 Village 16

Request Received on: 01/26/04

I Kenneth D. Stieger, Assessor, hereby estimate the Sacramento County property taxes, now a lien but not yet due and payable, for the parcels listed below to be as follows:

Main Roll Taxes

☐ No Estimate Required

Year 2004/2005

Parcel Number	%	Est. Value	Dir. Levy Spec. Assmt.	Annual Security Required
067-0430-016-0000	100	285,632	73,375	\$77,231.00
				\$
				\$
				\$
				\$
(See reverse side for additional information)	TOTAL (Both Sides)			\$77,231.00

Formerly Parcel(s) 067-0030-006-0000= 6.65%

Supplemental Taxes

☐ No Estimate Required

☒ For Change in Ownership

20030703 1308

Book and Page

☐ For Completed New Construction

Date

Parcel Number	Roll Year	%	Est. Value	Supplemental Security Required
067-0430-016-0000	03/04	92	5,700,969	\$71,262.00
067-0430-016-0000	04/05	100	6,191,104	\$73,389.00
				\$
(See reverse side for additional information)	TOTAL (Both Sides)			\$144,651.00

If you have any questions concerning this form, please call the Customer Service Unit at (916) 875-0700, or you may come to 3701 Power Inn Road, Suite 3000 for additional information.

Kenneth D. Stieger, Assessor

By

Customer Service Unit

CLERK OF THE BOARD OF SUPERVISORS

I, CINDY TURNER, CLERK OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY, DO HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE HAVE BEEN FILED AND DEPOSITED WITH ME AND ARE APPROVED BY SACRAMENTO COUNTY.

Anatolia II Village II
SUBDIVISION TITLE

067-0430-016-0000
PARCEL NUMBER

2-11-04
DATED

Cathy Pata
DEPUTY CLERK, BOARD OF SUPERVISORS

SUBDIVISION TAX BOND

Bond #SU5005387

KNOW ALL MEN BY THESE PRESENTS:

That we D.R. HORTON, INC. -SACRAMENTO, A CALIFORNIA CORPORATION as Principal and Arch Insurance Company, a corporation created, organized and existing under and by virtue of the laws of the State of Missouri as Surety, are held and firmly bound unto the COUNTY OF SACRAMENTO, State of California, in the penal sum of TWO HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED EIGHTY TWO AND 00/100 (\$221,882.00) DOLLARS of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that, WHEREAS, the said hereinabove, owners of a tract of land representing a certain subdivision of real estate, to wit: ANATOLIA II VILLAGE 16 intend to file a map thereof with the County Recorder of Sacramento County,

AND WHEREAS, the Provisions of the State Law require that this bond be filed with the Board of Supervisors of Sacramento County.

NOW, THEREFORE, if the said Principal shall pay, or cause to be paid, all taxes, and all special assessments collected like taxes, for the fiscal year 2004-2005 which at the time of filing said map, are a lien against such subdivision, or any part thereof, but not yet payable, then this obligation shall cease and be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have hereunto set their hands and seals this 9th day of February, 2004

(Principal)

D.R. HORTON, INC. – SACRAMENTO, A CALIFORNIA CORPORATION

By: Robert V. Brennan

Name and Title: Robert V Brennan, Assistant Secretary

(Surety)

Arch Insurance Company
135 N. Los Robles Ave. #825
Pasadena, CA 91101

by: Linda J. Meyer

Linda J. Meyer, Attorney-In-Fact
c/o Willis of Florida
6200 Courtney Campbell Causeway, #300
Tampa, FL 33607
Inquiries: (813) 281-2095

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO } ss.

On 2-10-04 before me, MICHELLE VOSSSEN, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBERT V. BRENNAN
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Vossen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

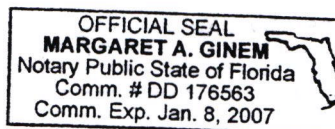
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } ss.

On this 9th day of February, 2004 before me, personally came **Linda J. Meyer**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature Margaret A. Ginem
Margaret A. Ginem



This area for Official Notarial Seal

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Anett Cardinale, David H. Carr, James W. Dunn, Linda J. Meyer, Pamela Miller, Pamela L. Morgan and Kimberly A. Tavernier of Tampa, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

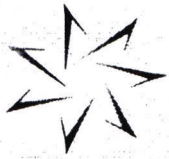
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.



Sacramento Metropolitan Fire District

Fire Prevention Bureau

3012 Gold Canal Drive • Rancho Cordova, California 95670-6116 • Phone (916) 942-3300 • Fax (916) 942-3400

RICK MARTINEZ
Fire Chief

December 18, 2003

Travis Batts
Stewart Title of Sacramento
6700 Fair Oaks Blvd.
Carmichael, CA 95608

Re: Anatolia II, Village 16, APN 067-0430-016

The above noted subdivision is within the boundaries of the Sacramento Metropolitan Fire District (District). This subdivision will be served by a proposed new fire station to be located on the south side of Douglas Road approximately one-quarter mile east of Sunrise Boulevard. It is anticipated this new fire station will be fully operational within approximately 24 months following the purchase of the new fire station real property and contingent upon the developer's timely completion of off-site improvements including roads and utilities to the area. Real property negotiations are underway and the purchase of the fire station property is expected to be completed within the next few months. The subdivision will be served from existing surrounding District fire stations prior to the completion and occupancy of the new fire station. The closest existing fire station to the proposed subdivision is Station No. 66 located at 3180 Kilgore Road (near White Rock Road), which is approximately 3 miles travel distance to the proposed subdivision.

This project is located in a rural portion of the fire district therefore typical emergency response times into the area will take 6 to 8 minutes at a minimum. Urban levels of service will be provided to this project upon completion of the fire station at Sunrise and Douglas.

The subdivision is required to have approved "all-weather" road surfaces and an approved water distribution system with working fire hydrants prior to the start of construction. The minimum "fire flow" requirement is 1000 gallons per minute for homes under 3,600 square feet (including garage).

Please call Inspector Diana Schmidt at (916) 942-3335 if you have any questions or need further information.

Sincerely,

A handwritten signature in black ink that reads "Michael Dobson".

Michael Dobson
Fire Marshal

CC: File



COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY - CHERYL CRESO, ADMINISTRATOR

Department of Water Resources

Including service to the Cities of Citrus Heights, Elk Grove and Rancho Cordova

Keith DeVore, Director

February 4, 2004

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

SUBJECT: ANATOLIA II VILLAGE 16
Water Supply Will-Serve Letter

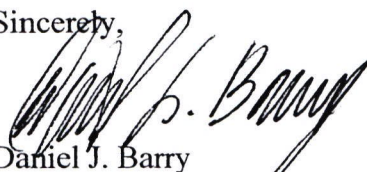
Please be advised that the proposed subdivision, "Anatolia II Village 16", is within the Zone 41 retail water service area of the Sacramento County Water Agency (SCWA). This is your notice that SCWA will provide retail water service to the above referenced subdivision. This provision of service is subject to the owners of property within said subdivision successfully complying with the conditions of approval contained within County of Sacramento Ordinance No. SZC 2002-0014, specifically relating to the provision of water service and contingent upon those conditions specified in paragraph 2 of this letter.

Water will be provided in accordance with the Sunrise Douglas Community Plan/SunRidge Specific Plan Supplemental Water Supply Investigation prepared by Montgomery Watson in August, 2000. SCWA will serve water for residential and safety purposes to the above referenced subdivision when facilities consistent with the Supplemental Water Supply Investigation have been constructed and water distribution conveyance facilities for the project are in place. No building permits for this subdivision shall be issued until the developer has constructed the initial phase water supply facilities, including but not limited to, the offsite water production, treatment, storage, pumping and conveyance facilities, with sufficient capacity to deliver up to approximately 2,265 Acre-feet Annually to the SunRidge Specific Plan Area to the satisfaction of the SCWA.

The owner is expected to bond for the construction of the distribution system for the above referenced subdivision.

If you have any questions, please contact me at 874-7156.

Sincerely,



Daniel J. Barry
Senior Civil Engineer

cc: John Coppola, Water Resources

Stewart Title of Sacramento, Attn: Daniel Moreno
6700 Fair Oaks Blvd, Carmichael
(916) 484-6990 fax: (916) 484-0802



1143.066

February 9, 2004

Cyrus E. Abhar, L.S., R.C.E.,
City Engineer
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RE: Final Map of Anatolia II Village 16

To Whom it may concern:

This letter is to assure the City of Rancho Cordova that the monuments shown on the above-referenced Final Map will be set by the date indicated on said map. The estimated cost to monument said Final Map was \$12,200.

Sincerely,

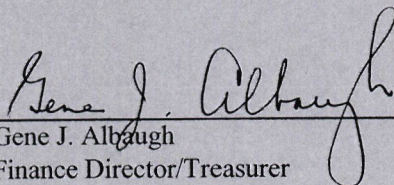
WOOD RODGERS, INC.

Craig E. Spiess, P.L.S.



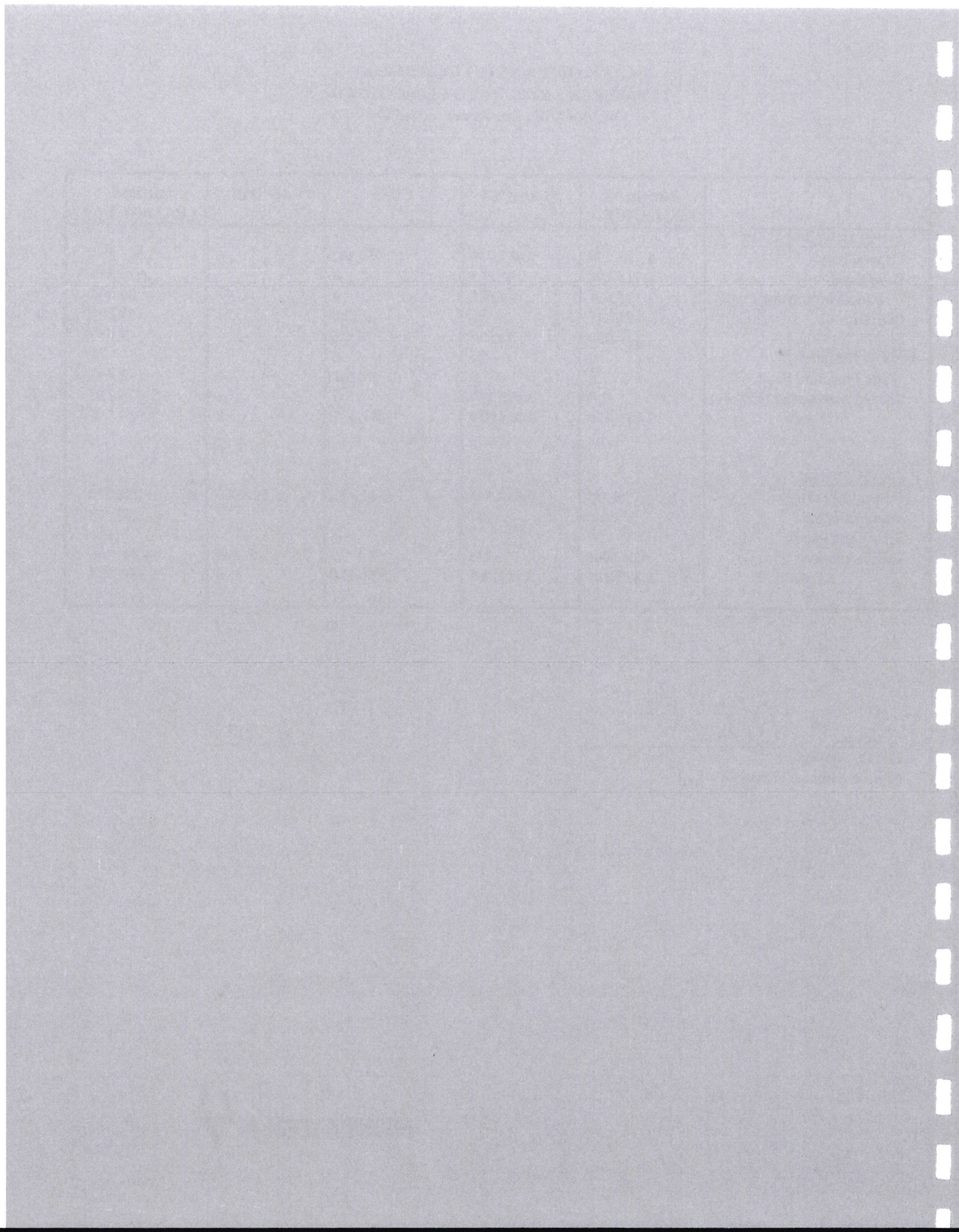
CITY OF RANCHO CORDOVA
TREASURER'S REPORT TO CITY COUNCIL
For Month Ending January 31, 2004

	12/31/2003 BALANCE	SOURCES	USES	TRANSFERS	1/31/2004 BALANCE
<u>FUND DESCRIPTION</u>					
General Fund	1,133,174	1,687,780	(263,803)		2,557,151
Road Fund	715,190	195,165	0		910,355
Low Income Housing Fund	25,691	4,911	0		30,602
CDF #1	21,715		(1,794)		19,921
Solid Waste Fund	(16,450)	18,257	(4,860)		(3,053)
Adopt A Sign	0	75	0		75
Water Franchise Fund	0	0	(10,897)		(10,897)
Special Assessment (CDF#1)	0	2,476,230	0		2,476,230
Totals	1,879,320	4,382,419	(281,354)	0	5,980,385
 <u>CASH FUNDS</u>					
General Checking	226,721	4,424,433	(324,934)	(3,590,000)	736,220
Money Market	352,349	149			352,498
Petty Cash Funds	250				250
Laif Investment	1,300,000	1,416		3,590,000	4,891,416
Totals	1,879,320	4,425,998	(324,934)	0	5,980,385


Gene J. Albaugh
Finance Director/Treasurer

2-24-04
Date

AGENDA ITEM # 4



**PROCLAMATION IN SUPPORT OF
"READ ACROSS AMERICA"
DAY**

WHEREAS: Reading is a basic component of a quality education, a prerequisite for a successful life's work and a source of pleasure throughout life; and

WHEREAS: Since 1998, the National Education Association has used the anniversary of the late Dr. Seuss's birthday to celebrate reading across the nation and to celebrate the importance of reading, supported by the American Library Association, the Boys and Girls Clubs of America, the International Reading Association, the National Parent Teacher Association, the Newspaper Association of America, the Reading is Fundamental program and the Screen Actors Guild; and

WHEREAS: The City of Rancho Cordova and its community institutions have a long and proud history of supporting high levels of education and literacy for our children; and

WHEREAS: In honor of Dr. Seuss's birthday on March 2nd, the Rancho Cordova Library will be celebrating with the children of Rancho Cordova in a film showing of four Dr. Seuss's films and a vote for the most favorite Dr. Seuss book; and

WHEREAS: As part of this year's celebration of Dr. Seuss's 100th birthday, every child in Rancho Cordova should be in the company of someone who will read to them on March 2nd in honor of Dr. Seuss's work and to further the goal of helping our community's children to become skilled readers;

BE IT FURTHER RESOLVED that the City Council of the City of Rancho Cordova, does hereby proclaim March 2, 2004, as "**READ ACROSS AMERICA**" **DAY**, and urge parents and caregivers to read to their children for at least a half-hour on this day and to read regularly to their children in order to develop a community of lifelong readers.

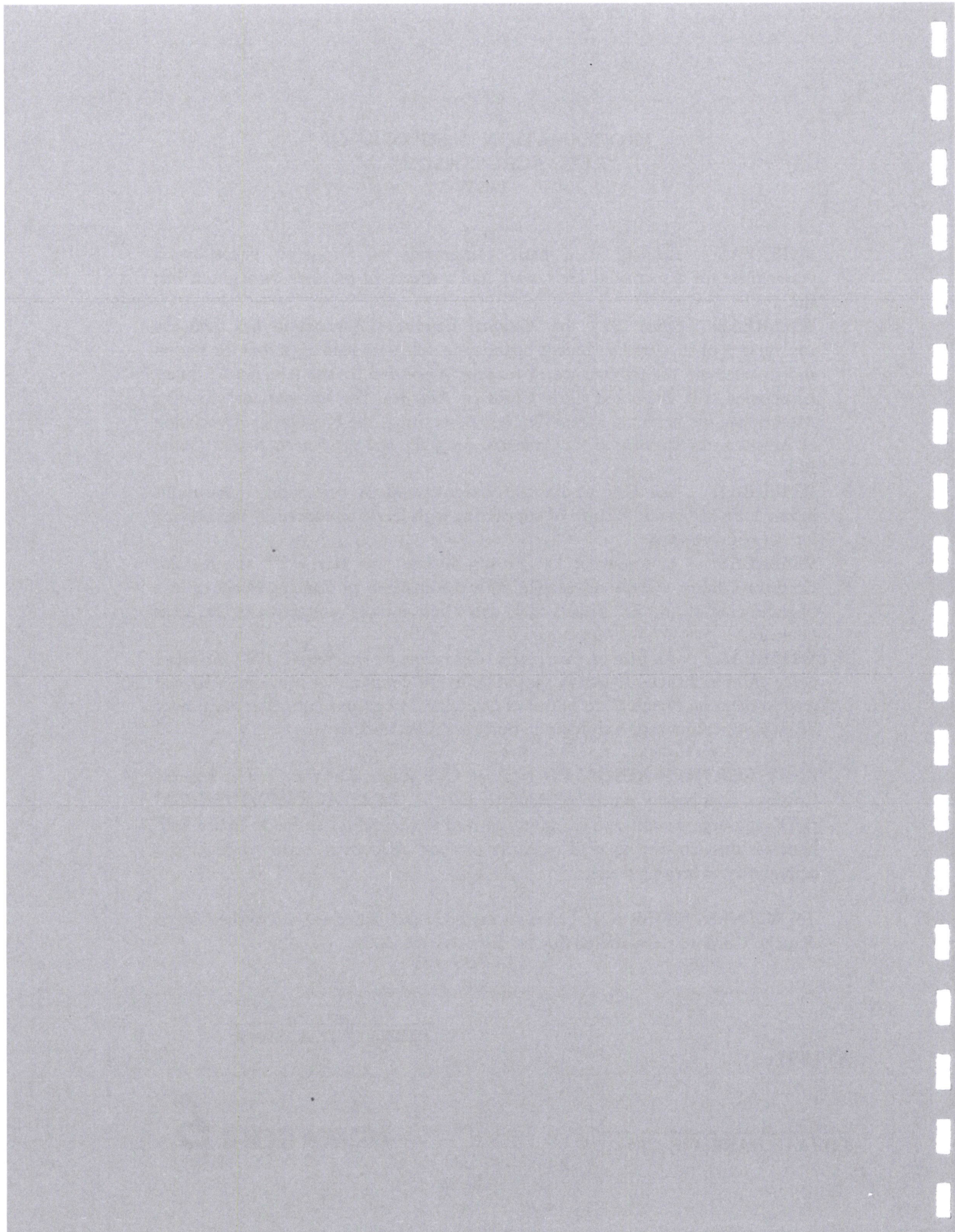
IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Rancho Cordova to be affixed this 1st day of March, 2004.

LINDA BUDGE, Mayor

ATTEST:

LILLIAN HARE, City Clerk

AGENDA ITEM # 6



Memorandum

Date: March 1, 2004

To: Mayor and City Council

From: Paul Junker, Planning Director

Subject: General Plan Cost Recovery Fee



to Planning \$25 - then to City Council

RECOMMENDATION:

Review General Plan Cost Recovery Fee Study and provide direction to staff as appropriate. Staff proposes to bring this item before the City Council for action on March 15, 2004.

Background:

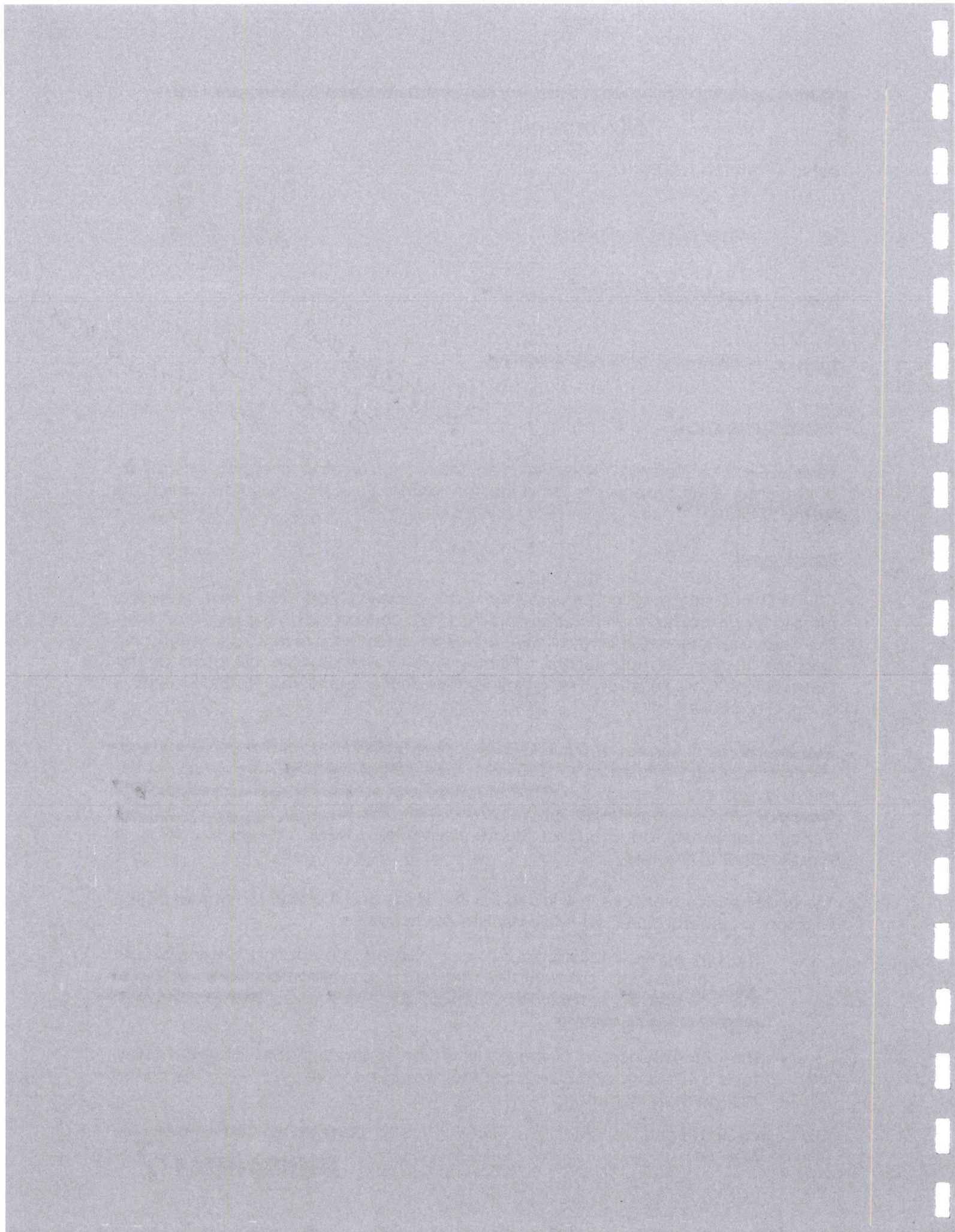
City staff has prepared a General Plan Cost Recovery Fee Study that considers funding for preparing and implementing the City's general plan. This report and the Fee Study are presented to the City Council for preliminary review, discussion and direction to staff as appropriate. Formal review and possible adoption of the General Plan Cost Recovery Fee is anticipated during the March 15, 2004 meeting of the City Council.

Due to the direct impact of this fee on the development community, staff held an informal meeting on February 19, 2004 with members of the BIA. Attendance at this meeting was low, although the representatives present voiced general support for the study methodology and recognized the need for the City to collect this fee. Various comments on the Fee Study assumptions were offered, resulting in modifications to the study.

The underlying assumptions that led to this Fee Study and the staff recommendation to adopt a General Plan Cost Recovery Fee are as follows:

- The City will incur substantial expenses related to preparing its general plan and completing implementation steps such as a comprehensive update of the zoning code, preparation of design guidelines, and similar general plan implementation tasks.
- The planning horizon of the general plan and associated implementation tasks is 10 years, and adequate fees should be collected within this period to fund the City's efforts.

above?



- The anticipated cost of general plan efforts is assumed to be \$2,000,000; \$1,000,000 for plan preparation, EIR, and related costs, and \$1,000,000 for subsequent implementation programs following plan adoption.
- General plan cost recovery should apply to all new development throughout the City, to be collected through the building permit process.

Fee Study Assumptions:

In order to calculate the fee amount, staff made several assumptions regarding future development within Rancho Cordova, as noted below:

Development over the next ten years will include:

- 15,000 single family dwellings, average size 2,100 square feet
- 2,000 multi-family dwellings, average size 1,050 square feet
- 2,000,000 square feet of non-residential development

Resulting General Plan Cost Recovery Fees:

Staff has considered two general approaches for assessing the General Plan Cost Recovery Fee, both of which vary with the magnitude of the project. The first approach bases the fee on building permit valuation and the second approach bases the fee on square footage of development. Under either of these approaches the General Plan Fee would be collected prior to issuance of building permit. The two approaches described above yield the following fees under the Fee Analysis prepared by staff:

Sample of fees charged by construction valuation:

<u>Sample Projects:</u>	<u>Permit Valuation</u>	<u>GP Fee</u>
Patio Cover	\$ 4,000	\$ 2.34
SFD Unit	\$ 208,000	\$ 121.65
80,000 sf Commercial	\$5,600,000	\$3,275.24

Sample of fees charged by square feet of construction:

<u>Sample Projects:</u>	<u>Square feet</u>	<u>GP Fee</u>
Patio Cover	200	\$ 11.24
SFD Unit	2,100	\$ 117.99
Commercial	80,000	\$4,495.04

os. 64/102

Of the two methodologies described above, staff recommends the fee based on project valuation. Because the fee is based on the estimated value of the project, this methodology distributes the fee burden most equitably among projects.

As proposed by staff, the General Plan Cost Recovery Fee would apply to all new construction that is subject to City building permits. After review of the Fee Analysis study and based upon City Council direction, staff will present the fee to the City Council for formal adoption at a subsequent meeting.

Review of Fees at Sample Jurisdictions:

As the City considers the adoption of new fees, it is appropriate to review fees adopted by other jurisdictions to ensure that Rancho Cordova's fees are not overly burdensome to prospective developers. Based on staff's review of 18 California cities, the proposed fees, as described above, fall within the middle range of adopted general plan cost recovery fees. Staff's review of adopted fees is provided below.

Fees charged based upon a dollar value of building permit valuation:

Belmont	\$2.20 per \$1,000 valuation (generates \$60k / year)
Daly City	\$5 per \$1,000 valuation
Garden Grove	\$2 plus \$1.75 per \$1,000 valuation (also covers cultural arts)
Modesto	\$0.26 per \$1,000 valuation
Monterey Park	\$2 per \$1,000 valuation
Oakland	\$1 per \$1,000 valuation (generates \$500k / year)
Orange	\$0.50 per \$1,000 valuation
Stockton	\$1 per \$1,000 valuation

Flat rate fee per planning application:

Pleasanton	\$250 per planning application
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Surcharge on the sum of all planning and permit fees for each building permit:

Morgan Hill	5% of building permit and planning fees
Riverside	10% of all development related fees
Sacramento	3 or 4% of building permit fee (proposed Aug. 2003)
San Rafael	15% of building permit fee (generates \$100k / year)
Tiburon	10% of building permit fee
Truckee	\$3.10 added to building permit fee

Dollar value for each dwelling unit or square foot of new construction:

Brentwood	\$211.62 per dwelling unit (fee charged against residential only)
Fairfield	Residential: \$62 per sfd, Commercial: \$.003 per sq ft
Santa Paula	\$0.51 per sq ft of new construction (projects > 500 sq ft only)

Attachment: General Plan Cost Recovery Fee Study

CITY OF RANCHO CORDOVA CALCULATION OF GENERAL PLAN COST RECOVERY FEE



PMC

PACIFIC MUNICIPAL
CONSULTANTS

10461 OLD PLACERVILLE ROAD, SUITE 110
RANCHO CORDOVA, CA 95827

FEBRUARY 25, 2004

\$ will
over a
10 yr
period

includes
draft
CEQA
5 yr Hsg Element

RANCHO CORDOVA GENERAL PLAN FEE ANALYSIS

Introduction

A city's General Plan and related elements must be updated periodically in order for a city to issue building permits and approve planning applications. Pacific Municipal Consultants (PMC) was engaged to calculate a fee sufficient to offset the cost of updating Rancho Cordova's General Plan and related long-range planning elements.

Scope of Project

- | | |
|--------|--|
| Task 1 | Calculate a fee to fund 100% of the periodic cost of updating the City's General Plan and related long-range elements. |
| Task 2 | Identify the fee's fiscal impact on a sample of land uses and permits. |
| Task 3 | Compare the resultant proposed fee to those charged by other California jurisdictions. |

Background and Assumptions

Until recently, state law only permitted jurisdictions with populations in excess of 3 million people to collect funds, through a property tax assessment, for long-range planning activities (California Government Code Section 65250). In September of 2002, Assembly Bill 2936 was passed by the state legislature and signed by the Governor addressing the need for other jurisdictions in the state to fund General Plan maintenance and updates. The bill, enacted as Government Code 66014, provides that a local jurisdiction may impose a fee to recoup costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations. Included in these plans are a city's General Plan and associated elements and reports.

In the California cities and counties that are known to have adopted a fee for this purpose, there appears to be four methodologies used to calculate the fee. The first method bases the fee on a dollar value of building permit valuation; the second method assesses a flat rate for each planning application; the third approach imposes a percentage surcharge on the sum of all planning and permit fees for each building permit, and the fourth method applies a dollar value to each dwelling unit or square foot of new construction. Each of these four methods has advantages and disadvantages related to the calculation and application of the fee. This report will present the fee in terms of the first method, a dollar value of building permit valuation, and the fourth

method, a dollar value for each square foot of new construction. The other two methods are essentially a modification of the two analyzed methods.

Calculation of the General Plan Cost Recovery Fee (General Plan Fee) for the two selected methods requires calculation and analysis of the following information: 1) estimated cost of a General Plan update; 2) estimated useful life of an update; 3) annual construction valuation; and 4) the number of permits processed annually either historically or projected to be awarded in the future.

We assumed the costs and expenses of updating and maintaining the General Plan over the next 17 years to the year 2020. We used ten years as the useful life of a General Plan and related elements since this appears to be somewhat of an industry standard.

We also determined that the General Plan Fee would be imposed on all new construction requiring a building or land use permit. The General Plan that the fee will pay to maintain will benefit not just major new development projects, but also remodelling, expansion and improvements to existing development.¹

The City's Planning Department provided the estimated cost of a General Plan and historical and projected permit activity.

The two methods for calculating the General Plan Fee are illustrated in the following sections.

Methodology:

Cost of General Plan maintenance and update:

Based on their experience and information from other jurisdictions², City planning staff estimates the cost to update, maintain, and implement the General Plan over a ten-year period to be as follows:

	<u>Cost</u>
Update General Plan and required elements	\$1,000,000
Maintenance and implementation	<u>\$1,000,000</u>
Total Ten-Year Cost	\$2,000,000

Estimated annual development:

Both the building and planning departments provided information regarding projected development anticipated to occur in Rancho Cordova in the next decade.³

	<u>10-Year Est.</u>	<u>Annual</u>
Single Family detached units	15,000	1,500

¹ We determined that it was not necessary for any portion of the costs of maintaining the General Plan to be paid by people or property owners who were not seeking construction permits, because the primary benefits of having a General Plan and other land use planning laws in place are only realized when a person develops or builds.

² City of Rancho Cordova Planning Department; Pacific Municipal Consultants.

³ City of Rancho Cordova Planning Department based on undeveloped land use projections.

Multi-Family units	2,000	200
Non-residential (sq. ft.)	1,000,000	100,000

Estimated valuation of annual development (2003 dollars):⁴

	<u>Value/unit</u>	<u>Annualized</u>
Single Family unit	\$208,000	\$312,000,000
Multi-Family	\$80,000	\$15,960,000
Non-residential (sq. ft.)	\$70 <i>average</i>	\$14,000,000
Total annual permit valuation		\$341,960,000

Fee Calculations:

Fee / \$1,000 of permit valuation:

Assumptions:

1. Cost per year = \$200,000 *\$ will x 10yrs*
2. Annual permit valuation = \$341,960,000

Calculation:

Cost per year / Annual permit valuation (\$1,000) = Fee per \$1,000 of value

$$\$200,000 / \$341,960 = \$0.585 \text{ per } \$1,000 \text{ of permit valuation}$$

Fee / square foot of new construction:

Assumptions:

1. Cost per year = \$200,000
2. Square feet of new construction per year = 3,559,475
 - a. 2,100 square feet per SFD = 3,150,000 sf
 - b. 1,050 square feet per MFDU = 209,475 sf
 - c. 200,000 square feet of non-residential

Calculation:

Cost per year / square feet of new construction per year = Fee per square foot

$$\$200,000 / 3,559,475 \text{ sf} = \$0.056 \text{ per square foot of new construction}$$

⁴ City of Rancho Cordova Planning Department; Pacific Municipal Consultants.

*diff in
res & commercial*

*8195.44 @
3490 @*

Impact of Fee on Various Sized Projects:

Sample of fees charged by construction valuation:

<u>Sample Projects:</u>	<u>Permit Valuation</u>	<u>GP Fee</u>
Patio Cover	\$ 4,000	\$ 2.34
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Patio Cover	200	\$ 11.24
SFD Unit	2,100	\$ 117.99
Commercial	80,000	\$4,495.04

Comparable Fees Charged by other Jurisdictions

Fees charged based upon a dollar value of building permit valuation:

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Garden Grove	\$2 plus \$1.75 per \$1,000 valuation (also covers cultural arts)
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Brentwood	\$211.62 per dwelling unit (fee charged against residential only)
Fairfield	Residential: \$62 per sfd, Commercial: \$.003 per sq ft
Santa Paula	\$0.51 per sq ft of new construction (projects > 500 sq ft only)

Folsom = 39¢

Jarvis = a citywide fee not specified.

Lincoln = Fee collected @ annexation.

Roseville }
Rocklin } 0
W. Sac. }

in 2003 - methodology for fee imposition changed. more fees will result.

EG working on one.

looking at future growth area

David likes
CV method.



City Council Staff Report

March 1, 2004

Project: Sunridge Park, RC-03-001

Request: Development Agreement for Sunridge Park Development

Location: Southside of Douglas Road, between Americanos Road and Jaeger Roads

APN: 067-0040-014 and 015

Planner: William Campbell, Principal Planner

APPLICANT/OWNER/DEVELOPER:	ENGINEER:
River West Investments 7700 College Town Drive #107 Sacramento, CA. 95826	Wood Rodgers 3301 C Street, Building 100-B Sacramento, CA 95816-3300

Recommendation

City Council approve Ordinance 6-2004 for the Development Agreement for Sunridge Park Subdivision, as recommended by the Planning Commission.

Project Description

The Developer is proposing a Development Agreement (DA) in order to comply with certain conditions of approval for the Sunridge Park project. The DA formalizes the requirements to pay certain fees associated with on-going police protection, future park development within the Specific Plan area and the restoration of existing parks in the community.

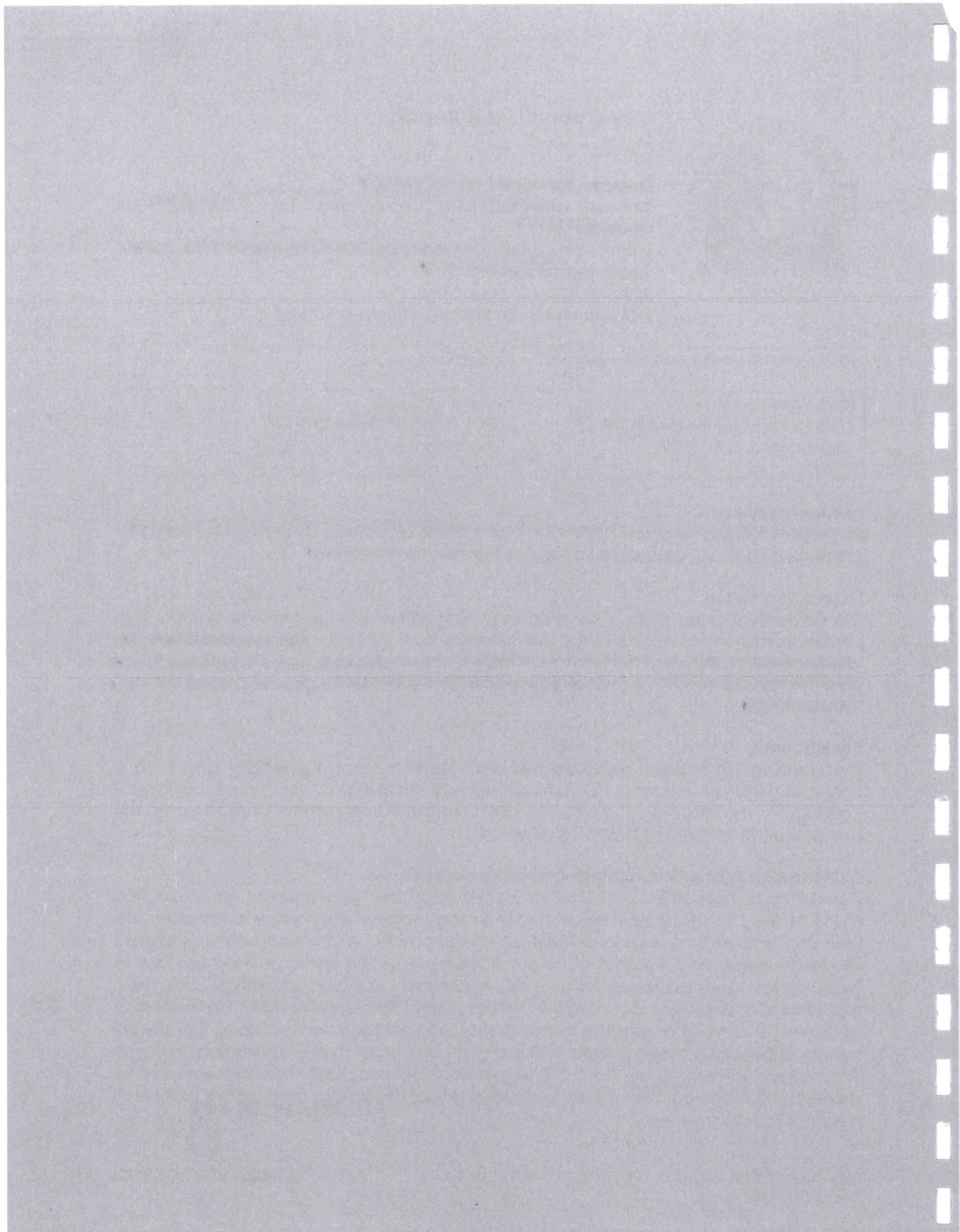
Background

The Planning Commission received the draft Development Agreement and held a public hearing on February 12, 2004, along with receiving a staff report outlining its contents. The Planning Commission unanimously recommended approval of the Development Agreement to the City Council.

Authorization to Enter into a Development Agreement

Development Agreements are authorized by state law (Government Code Section 65864 *et seq.*) to strengthen the public planning process, encourage comprehensive planning and reduce economic risks of development. A development agreement allows an owner or developer of land to lock in, or as it is known in land use law to "vest," certain rights to proceed with its development in accordance with policies, rules, regulations and project approvals in effect when the development agreement is approved. A developer gets the certainty that, subject to some limitations, the city will not apply new laws that it adopts to the developer's project. In exchange for entering into a development agreement, a city generally gets valuable commitments from a developer such as additional fees to provide public services or dedications of land to build public improvements.

AGENDA ITEM # 8



Consistent with state law, the City of Rancho Cordova has adopted certain requirements that must be satisfied in order for the City Council to approve a development agreement. The requirements from Section 112-140(c) of the Municipal Code are listed below in plain text, followed in *italics* by evidence that staff believes establishes that each requirement is satisfied:

- (1) The development agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan;

The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Sunridge Park site is Low Density Residential and the proposed project is to create 801 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

- (2) The development agreement is consistent with the goals and objectives and general land uses specified in any applicable community plan;

The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the subdivision is located in that the project approvals include the Rezoning of the Property adopted by, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003, City Urgency Ordinance No. 012003, and Ordinance 1-2004 adopted on January 15, 2004.

- (3) The development agreement is in conformity with public convenience, general welfare, and good land use practices;

The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Sunridge Park Project will implement land use guidelines set forth in the Sunridge Specific Plan and the General Plan, which have planned for residential uses at this location.

- (4) The development agreement will not be detrimental to the health, safety and general welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole;

The Development Agreement will not be detrimental to the health, safety and general welfare in that the project will proceed in accordance with all the programs and policies of the Sunridge Specific Plan. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

(5) The development agreement will not adversely affect the orderly development of property or the preservation of property values;

The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan and with the Sunridge Specific Plan.

(6) The development agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5

The Development Agreement includes all the substantive elements and has been processed consistent with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Critical Provisions of the Development Agreement

This section of the report briefly highlights critical provisions of the proposed Development Agreement.

tentative
Police Tax. The Developer is agreeing to vote in favor of a new \$250 per residential parcel special tax to pay for additional police services. The tax will be payable beginning in the year following issuance of the building permit for each residential lot. This tax and the police services that will be financed were approved on the July 1, 2003 by the City Council. If all 801 residential parcels on the tentative map are built out, this tax will generate \$200,250 per year from this subdivision.

1 x cost
Fees to Renovate Existing Parks in Rancho Cordova. The Developer is agreeing to pay the City \$733 per residential unit, at or before the time the City issues each residential building permit for the property. Funds from this fee will be used by the City to pay for the renovation, repair, improvement or maintenance of existing parks anywhere in the City of Rancho Cordova. (Section 6.4.2) If, as anticipated, all 801 residential parcels on the tentative map are finalized, this fee will generate \$587,133 from this subdivision.

1 x cost
Fees for Development of New Parks. The Developer is in the process of negotiating an agreement with the Cordova Recreation and Park District (Section 6.4.1). The Developer intends to pay the Park District \$3,000 per residential parcel for the Park District to construct new parks and recreational facilities. Payment of this fee will satisfy the Developer's financial obligations under certain conditions of approval identified in Section 6.4.1 of the Agreement which relate to new park development.

Term. The term of the Development Agreement is 10 years. (Section 5.2) Ten years is a common term for development agreements and is acceptable to the Developer.

Use of the Property and Permitted Uses. The Development Agreement vests the Developer's right to build out the project consistent the existing regulations regarding the uses, density, intensity, height and size of proposed buildings, and the absence of phasing or development timing requirements. (Sections 6.1, 6.2 and 6.3) If the City

changes its laws with respect to these issues, the new laws will generally not apply to the project for the duration of the Development Agreement. (Section 6.2)

Development Fees. The Developer will pay new development, connection and mitigation fees that are imposed on a City-wide basis or that apply uniformly to all property in the City zoned consistent with the Property. Project specific development, connection and mitigation fees are limited to those in effect on the effective date of the Development Agreement and the above described fees specifically provided for under the Agreement.

Processing Fees and Charges. The Developer will pay the processing, plan checking and inspection fees in effect at the time the work is done, and will not be limited to the fees and charges for these services that are currently in effect. (Section 8.1)

Environmental Analysis

The key environmental issues for this project were addressed in a Mitigated Negative Declaration for Sunridge Park. The document was released for public review on November 12, 2003 and ran through December 12, 2003. The Mitigated Negative Declaration includes site specific mitigation measures and references the mitigation measures within the MMRP prepared for the Specific Plan EIR. The Development Agreement was made part of the project's approval conditions, and therefore the Agreement itself would not have an environmental impact.

Financial Impacts

The Development Agreement appears to have a net, positive financial impact on the City. The total financial impact should be at least \$787,383, which is the \$587,133 that is expected to be generated from the existing park renovation fee plus the \$200,250 that is expected to be generated from the special police tax.

Recommended Motions

Move to introduce Ordinance No. 6-2004 for first reading and waive reading of the body of the Ordinance and approve the Development Agreement for the Sunridge Park project, subject to the findings listed within the staff report.

ATTACHMENTS

1. Ordinance 6-2004
2. Final Draft Development Agreement

11111

CITY OF RANCHO CORDOVA

ORDINANCE NO. 6-2004

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE DEVELOPMENT AGREEMENT FOR RC-03-001,
THE SUNRIDGE PARK PROJECT**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS
FOLLOWS:

Section 1: Recitals

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. The proposed Sunridge Park Project (RC-03-001) is located south of Douglas Road and east of Jaeger Road, which is within the SunRidge Specific Plan ("Specific Plan") and which is designated as Low Density Residential by the General Plan and the Community Plan.

C. River West Development has filed an application requesting approval of a Development Agreement for the Sunridge Park Project.

D. A Development Agreement between the City of Rancho Cordova and River West Development ("Development Agreement") has been presented to the City Council, a copy of which is attached hereto as Attachment 1.

E. On February 12, 2004, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement.

F. On March 1, 2004, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

G. In 2002, Sacramento County ("County"), certified as adequate and complete the Final EIR (the "EIR") for Sunridge Specific Plan and Zoning Ordinance for the Sunridge Park Project property. The City also approved a Mitigated Negative Declaration for the Tentative Subdivision Map for the

Sunridge Park project on January 15, 2004. Mitigation measures were required in the EIR and Mitigated Negative Declaration and are incorporated into the Sunridge Park Project and into the terms and conditions of the Development Agreement.

H. Pursuant to the California Environmental Quality Act, the City has performed an Initial Study and issued a Mitigated Negative Declaration for the Sunridge Park Tentative Subdivision Map, which concluded that: (a) the Sunridge Park Project will not have a significant impact on the environment due to the mitigation measures adopted by the City and for the following reasons: i) it will not have the potential to degrade the quality of the environment or negatively impact fish or wildlife species, including plants, or damage archaeologically significant resources; ii) it will not result in considerable cumulative impacts on the environment; iii) it will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the project have been reduced to a less than significant level; and (b) that the preparation of an environmental impact report pursuant to the Environmental Quality Act is not required.

Section 2: Findings and Determinations

Therefore, on the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the City of Rancho Cordova's General Plan, (c) the Sunridge Specific Plan, the County's EIR, the City's Mitigated Negative Declaration and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Sunridge Park Project site is Low Density Residential and the proposed project is to create 801 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located in that the project approvals include the Rezoning of the Property adopted by County in 2002, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003 and City Urgency Ordinance No. 01-2003.

C. The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Sunridge Park Project will implement land use guidelines set forth in the Sunridge Specific

Plan and the General Plan, which have planned for residential uses at this location.

D. The Development Agreement will not be detrimental to the health, safety and general welfare in that the project will proceed in accordance with all the programs and policies of the Sunridge Specific Plan. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan and with the Sunridge Specific Plan.

F. The Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5 in that it includes all the substantive elements and has been processed consistent with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Section 3: Approval

The City Council hereby approves the Development Agreement (Attachment 1) and authorizes the City Manager to sign it after the effective date of the amendment in Section 4, below.

Section 4: Amendment of the Zoning Code

Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans," is hereby amended by adding the following section:

"101-802. Development Agreement for Sunridge Park"

Pursuant to Government Code section 57376, the City Council hereby declares its intention that Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, as amended, shall supercede Title I, Chapter 1, Article 4 of the Sacramento County Zoning Code.

Section 5: Recordation

Within ten (10) days after the Development Agreement is executed by the City Manager, the City Clerk shall submit the Agreement to the County Recorder for recordation.

Section 6: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall

cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

* * * * *

PASSED, APPROVED AND ADOPTED this 15th day of March, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND SUNRIDGE PARK, LLC RELATIVE TO SUNRIDGE PARK**

This Development Agreement is entered into this _____ day of _____ 2004, by and between the City OF RANCHO CORDOVA, a municipal corporation ("City"), and SUNRIDGE PARK, LLC, a California limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property.** Landowner holds legal interest in certain real property consisting of Approximately 244 acres of land, located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

3. **Public Hearing.** On October 20, 2003, the City Council designated itself as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867. The City Council also considered this Agreement and recommended that the City Council approve this Agreement.

4. **Environmental Impact Report.** In 2002, Sacramento County ("County"), certified, as adequate and complete the Final EIR (the "EIR") for Sun Ridge Specific Plan. A "Mitigated Negative Declaration" ("MND") for the Rezoning, Tentative Subdivision Map and Development Agreement for Sunridge Park (the "Project"), approved by the City on January 20, 2004, by Resolution No. 01-2004. The Mitigation Measures in the EIR and the MND are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

5. **Project Approvals.** The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

- 5.1 The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003;
- 5.2 The SunRidge Specific Plan adopted by County, as adopted by the City on July 1, 2003 by City Resolution No. 06-2003, 2002 (the "Specific Plan");
- 5.3 The MND. The Mitigation Measures in both the EIR and the MND are incorporated into the Project and into the terms and conditions of this Agreement.

- 5.4 The Rezoning of the Property adopted by City on January 20, 2004 by City Resolution No. 01-2004;
- 5.5 The Tentative Subdivision Map for Sunridge Park, approved by the City on January 20, 2004 by Resolution No. 01-2004; and
- 5.6 This Development Agreement, as adopted by City Ordinance No. 6-2004 (the "Adopting Ordinance").

6. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map prepared for the Property, will comply with the provisions of Government Code 66473.7.

7. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

8. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance of the City of Rancho Cordova as set forth in the City Municipal Code.

9. Consistency with General Plan and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan and with the Specific Plan.

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. Description of Property. The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and Exhibit A-2 attached hereto ("Property").

3. Interest of Landowner. The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that the Landowner is not an agent of City. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

5. Effective Date and Term.

5.1 Effective Date. The effective date of this Agreement ("Effective Date") is _____, 2004, which is the effective date of City Ordinance No. 6-2004, adopting this Agreement.

5.2 Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period often (10) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

5.3 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section 5.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. Use of Property.

6.1 Right to Develop. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop of the Property shall be subject to subsequent approvals, provided that any, conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the following land uses and approximate acreages for the Property:

Single-Family, Low Density Residential 801 units on 244 acres all as set forth in Exhibits B-1 and B-2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

6.3 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public "safety, health or welfare" (as that phrase is used in California Government Code Section 65858) issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public, safety, health or welfare issue.

6.4 Additional Conditions.

6.4.1 New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of \$3,000 (three thousand dollars) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco Oakland San Jose, California area between August and August of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. In the event that the District does not collect all or any portion of the \$3,000 per parcel fee described in this Section, the Landowner agrees that the City shall have the right to require Landowner to pay the fee to the City prior to issuance of each building permit for the Property. The City intends to agree with the District about the distribution to the District, of fees it collects under this Section. The City agrees that payment of the \$3,000 per parcel fee for all of the residential parcels on the Property to either the District or to the City shall satisfy the Landowner's financial obligations for

the Property under Section 607-15A3, Condition of Approval A-3 of SZC 2002-0015. This payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2 Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of \$733 (seven hundred thirty three dollars) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco Oakland San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

6.4.3 Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of \$250 annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price, Index is discontinued, or revised, such other government index or computation With which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project.

7. Applicable Rules, Regulations and Official Policies.

7.1 Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force and effect on the Effective Date of this Agreement.

7.2 Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing

design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3 Changes in State or Federal Law. This Section shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

7.4 Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. Subsequently Enacted Fees, Dedications, Assessments and Taxes.

8.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2 Development Impact Fees, Exactions and Dedications. Except as otherwise provided herein including Section 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and which are either (i) required on a City-wide basis, or (ii) which apply uniformly to all properties within the City which are zoned consistent with the Project Approvals, or (iii) which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

8.3 CEQA Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the Specific Plan EIR related to such development which are adopted by the City and are identified in the mitigation monitoring plan or the Specific Plan EIR as being a responsibility of Landowner.

9. Community Facilities District.

Community Facilities District Formation. City and Landowner intend to cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the improvements or facilities described in Exhibit C, attached hereto (the "CFD Improvements").

9.1 Issuance of Bonds. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section.

9.2 Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.

9.3 Private Financing. Nothing in this Agreement shall be construed to limit Landowners option to install the CFD Improvements through the use of private financing.

9.4 Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed CFD Improvements or completed portions thereof, and monthly payment of appropriate amounts for such Improvements to the person or entity constructing CFD Improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10. Amendment or Cancellation.

10.1 Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with the Municipal Code.

10.2 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

10.3 Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 10.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Section 6.2; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

10.4 Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of

land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; or (f) the location and maintenance of on-site and off-site improvements, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

10.5 Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

11. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

12. Annual Review.

12.1 Review Date. The annual review date for this Agreement shall be on or about August 15 and each August 15 thereafter.

12.2 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice on or about June 15, 2005 and each June 15 thereafter that the City intends to undertake such review. Landowner shall provide evidence to the Planning Director within 30 days of City's notice to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

12.3 Staff Reports. City shall deposit in the mail and fax to Landowner a copy of all staff reports, and related exhibits concerning contract performance at least three (3) days prior to any annual review and shall make every effort to fax copies five (5) days in advance.

12.4 Costs. Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review.

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." Provided, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in paragraph 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1 Procedure Regarding Defaults.

13.1.1 Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in

giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

13.1.2 Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

13.1.3 Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

13.1.4 Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such 30 day period, the cure shall be deemed to have occurred within such 30 day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such 30 day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the first notice of default is given.

13.1.5 Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

13.1.6 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

14. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement

has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

15. Mortgagee Protection: Certain Rights of Cure.

15.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 15.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

15.3 Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an event of default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 13.1 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

16. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

17. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

18. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be fixed by the Court.

19. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

21. Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

22. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

23. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors,

subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

24. Insurance.

24.1 Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million dollars (\$1,000,000.00) and a deductible of not more than ten thousand dollars (\$10,000.00) per claim. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

24.2 Workers Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Worker's Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

24.3 Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 24.1 and 24.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

25. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

26. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and, the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

27. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

City Manager
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Notice required to be given to the Landowner shall be addressed as follows:

Sunridge Park, LLC
c/o RiverWest Investments
7700 College Town Drive, Suite 215
Sacramento, CA 95826

With a copy to:
Timothy D. Taron
Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833-3883

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new

28. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Unit), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of sixteen () pages and seven () exhibits, which constitute the entire understanding and agreement of the parties.

29. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 6-2004, adopted by the Council of the City on 15th of March, 2004 and Sunridge, LLC has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

SUNRIDGE PARK, LLC
a California limited liability company

By: _____
Name: _____
Its: _____

By:

By: _____
Name: _____
Its: Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT LIST

- Exhibit A-1 - Legal Description of the Property
- Exhibit A-2 - Diagram of the Property
- Exhibit B-1 - Land Use Map for the Property
- Exhibit B-2 - Land Use Table
- Exhibit C - CFD Improvements
- Exhibit D - Sunridge Park Tentative Subdivision Map
- Exhibit E - Form of Assignment

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

By and between THE City of

RANCHO CORDOVA

and

SUNRIDGE PARK, LLC RELATIVE

TO SUNRIDGE PARK RC-03-001

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EXHIBIT "A-I"

DESCRIPTION OF PROPERTY SUNRIDGE PARK DEVELOPMENT AGREEMENT

All that certain real property situate in a portion of fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

Beginning at a three-quarter inch (3/4") iron pipe with no plug or tag marking the northerly terminus of the East line of said Section 9 on the South line of Rancho Rio de los Americanos; thence from said **TRUE POINT OF BEGINNING**, along said East line of Section 9, South 00°53'22" East a distance of 1740.77 feet to the Southeast corner of said Section 9; thence along the East line of Section 16, South 00°56'08" East a distance of 950.86 to a point on said East line of Section 16, from which point a T-bar with tag stamped "R.C.E. 7543" bears South 89°34'45" West a distance of 3.57 feet; thence South 89°34'45" West a distance of 3966.21 feet to a point situate on the West line of the East 1322.52 feet of the West 2645.04 feet of Section 16, from which a found T-bar with tag stamped "R.C.E. 7543" situate on the West line of Section 16 bears South 89°34'45" West a distance of 1322.54 feet; thence along said West line of the East 1322.52 feet of the West 2645.04 feet of Section 16, North 00°44'04" West a distance of 939.61 feet to a point on the West line of the East 1322.52 feet of the West 2645.04 feet of Section 9; thence along said West line of the East 1322.52 feet of the West 2645.04 feet of Section 9, North 00°44'24" West a distance of 1738.71 feet to a point on the South line of Rancho Rio de los Americanos; thence along said South line of Rancho Rio de los Americanos North 89°23'15" East a distance of 3958.27 to the True Point of Beginning.

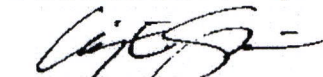
Containing 244.206 acres of land, more or less.

See Exhibit A-I, plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my supervision pursuant to section 8729 (2) of the Professional Land Surveyors Act.



Craig H. SpiAssTP.L.S. 7944
Expires December 31, 2005

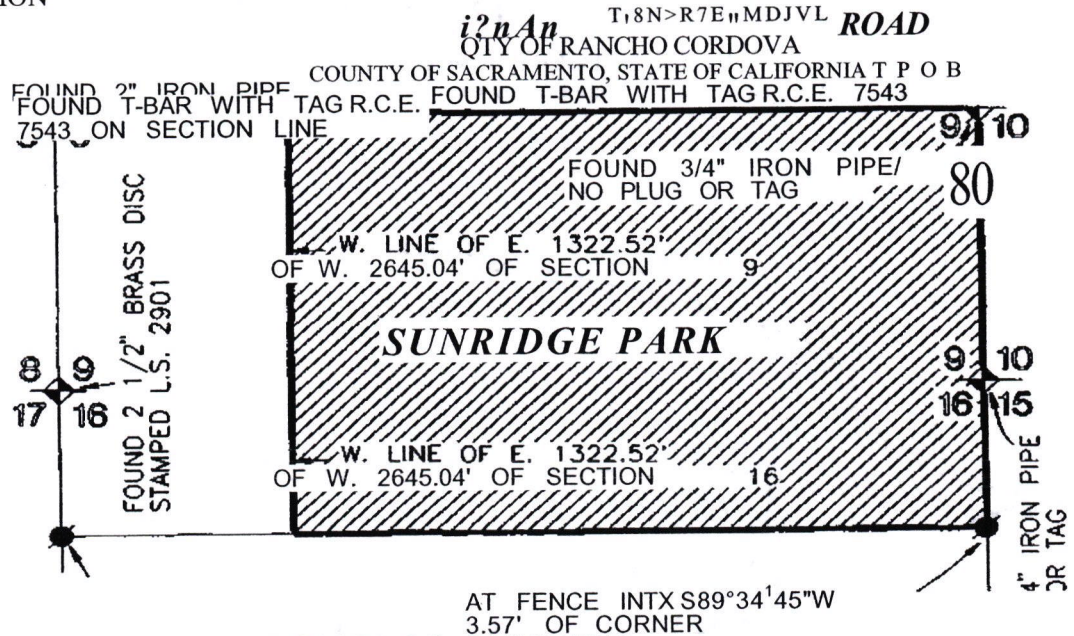
Date:

PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA



EXHIBIT A-1
 PLAT TO ACCOMPANY
 DESCRIPTION

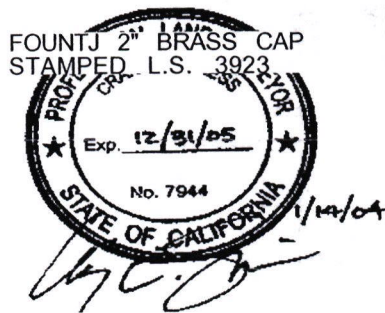
**SUNRIDGE PARK
 DEVELOPMENT AGREEMENT
 PORTION OF SECTION 9 & 16**



**DOUGLAS-SUNRISE
 INVESTMENT CO.
 900117 O.R. 0728**



SCALE: 1"=1000'



11

SEE DESCRIPTION FOR
 COURSE INFORMATION



Wood Rodgers

ENGINEERING - MAPPING - PLANNING - SURVEYING
 3301 C St., Bldg. 100-B Tel 916.341.7760
 Sacramento, CA 95816 Fax 916.341.7787

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LOCATION MAP
SITNRIDGE PARK
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 2004

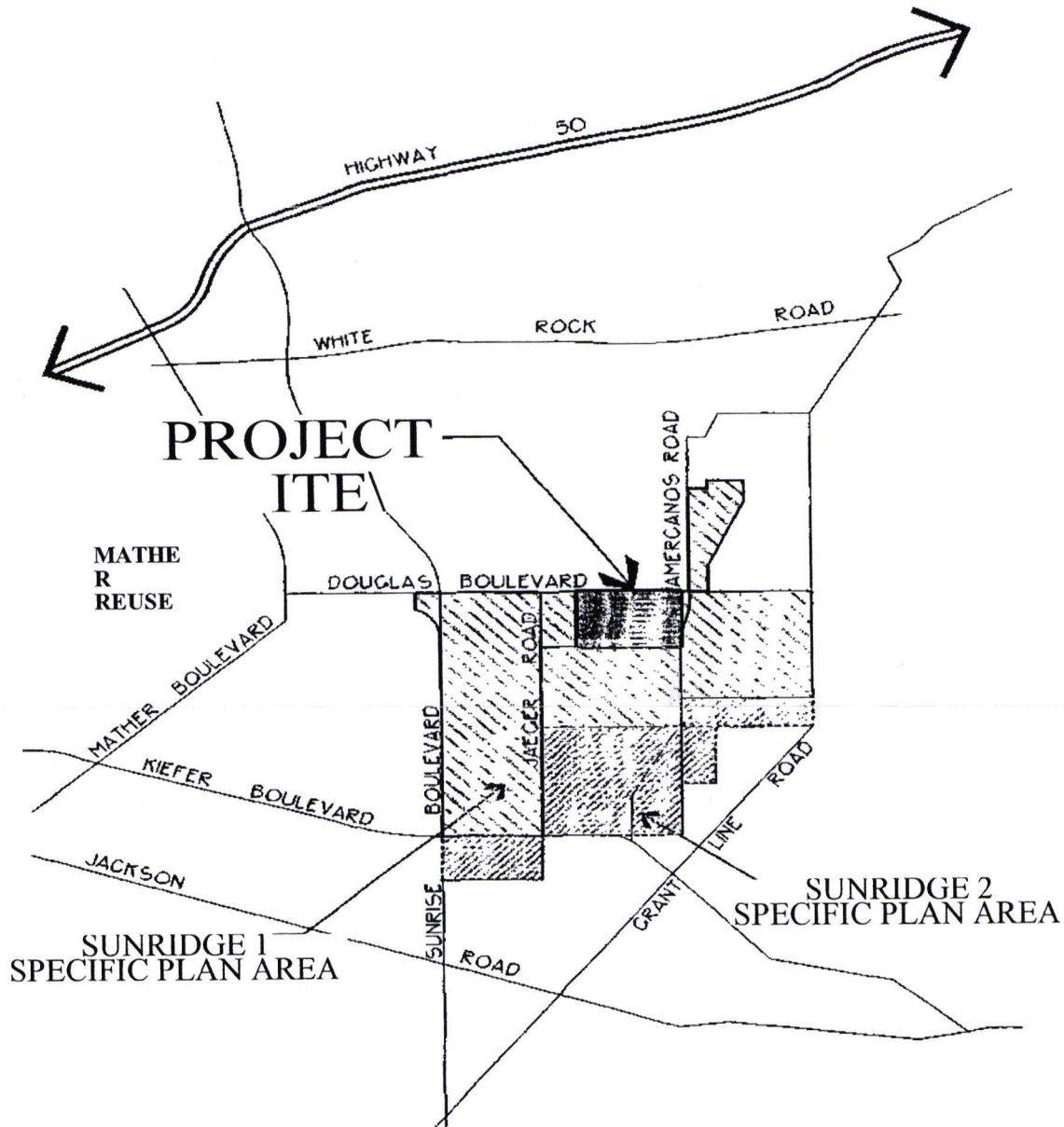


EXHIBIT "A-2"



ENGINEERING - PLANNING - MAPPING - SURVEYING
3301 C STREET, BLDG. 10Q-B, SACRAMENTO, CA 95811
PHONE: (916) 341-7760 FAX: (916) 341-7761

LAND USE MAP

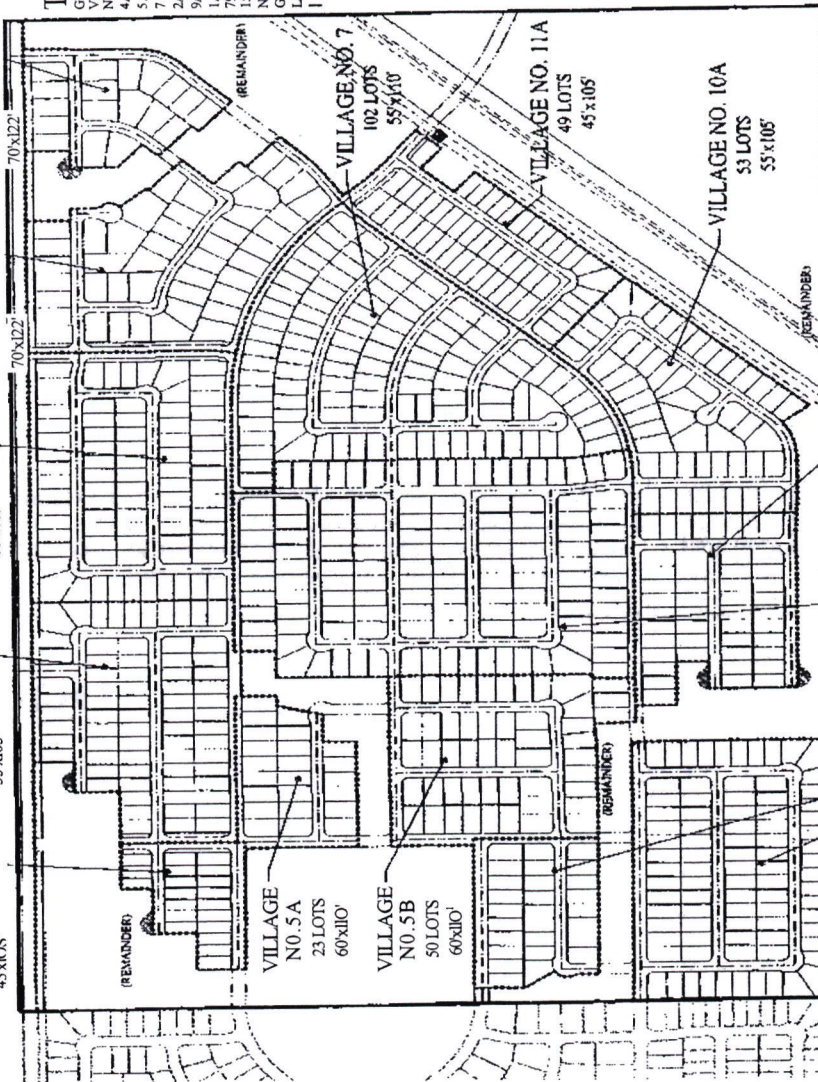
SUNRIDGE PARK

CITY OF RANCHO CORDOVA, CALIFORNIA

EXHI

JULY 9 2003
(REVISED DECEMBER 16, 2003)

VILLAGE NO. 1A 20 LOTS 45'x105'
VILLAGE NO. 2A 71 LOTS 55'x105'
VILLAGE NO. 3 80 LOTS 55'x105'
VILLAGE NO. 4A-7 45 LOTS 70'x122'
VILLAGE NO. 4B 18 LOTS 70'x122'



LAND USE SUMMARY

GENERAL PLAN/ VILLAGE NO.	TOTAL LOTS SPECIFIC PLAN/ VILLAGE NO.	(TYPICAL PLAN)	ACRES
4A&4B	7		
5A, 5B&6	7		
2A, 3&4, 5B	7		
9A & 10A	7		
1A&11A	7		
799 LOTS	159.9		
TOTAL			

NOTE:
GROSS ACRES INCLUDE ALL STREETS AND
LANDSCAPE/DRAINAGE CORRIDORS.

VILLAGE NO. 8A 27 LOTS 55'x105'
VILLAGE NO. 5 128 LOTS 60'x105'
VILLAGE NO. 9A 47 LOTS 55'x105'



UQOO-ROOGERS
ENGINEERING/PLANNING/SURVEYING
3301 C STREET BLDG. 1DD-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

LAND USE SUMMARY

SUNRIDGE PARK

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 9, 2003
(REVISED DECEMBER 16, 2003)

EXHIBIT "B-2"

SUNRIDGE PARK LAND USE SUMMARY					
GENERAL PLAN/SPECIFIC PLAN/					
LOT NO./VLLAGE NO.	ZONING DESIGNATION	USE	ACRES CM)	ACRES CG3	UMTS
VILLAGE 4A -f 4B	LDR/RD-4/RD-4	S-F RESIDENTIAL C70'X122' TYPO	17.4	18.5	G3
VILLAGES 5A, 5B + G	LDR/RD-5/RD-5	S-F RESIDENTIAL CGO'X110' TYPO	41.4	41.4	201
VILLAGE 7	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X110' TYP.)	20.1	20.1	102
VILLAGES 2A, 3, 8A, SB, 1A + 10A	LDR/RD-5/RD-5	S-F RESIDENTIAL C55'X105' TYP.)	GG.8	G8.7	3G4
VILLAGES 1A 4- 11A	LDR/RD-7/RD-7	S-F RESIDENTIAL C45'X105' TYPO	10.3	11.2	G1
SUBTOTAL			15G.0	151.1	711
LOTS A-0	-	LANDSCAPE CORRIDOR	2.3	-	-
DOUGLAS BOULEVARD	-	ARTERIAL ROADWAY	5.1	5.1	
SUBTOTAL			7.4	5.1	
REMAINDER LANDS	-	-	712	712	
SUBTOTAL			71.2	71.2	
TOTAL				244.2	711
GROSS ACREAGE INCLUDES ALL MINOR STREETS i LANDSCAPE CORRIDOR LOTS.					
NET ACREAGES INCLUDE MINOR STREETS ONLY.					
NOTES'					
1. SUBDIVIDER RESERVES THE RIGHT	TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 44G3.1(a) OF THE SUBDIVISION MAP ACT.				
2. VILLAGE (LARGE LOT) NUMBERING	IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT.				
ULTIMATE DEVELOPMENT PHASING	SHALL BE ORDERLY WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.				
3. PARK FEES FOR RD-10 LOT WILL	BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.				

UQOO -RODGERS
ENGINEERING- PLANNING -MAPPING -SURVEYING
33D1 C STREET, BLDG. 1 DO-B, SACRAMENTO, CA 95816
PHONE: (916) 341-77SD FAX: (916) 341-7767

**EXHIBIT "C" LIST OF
AUTHORIZED FACILITIES**

TRANSPORTATION FACILITIES. ROADWAY & TRANSIT

- R-1 **Douglas Road from Sunrise Boulevard to Jaeer Road: Widening 2 Center Lanes to 4 Plus Median** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to Jaeger Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-2 **Douglas Road from Jaeer Road to Americanos Boulevard: Widening 2 Center Lanes to 4 Plus Median** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Jaeger Road to Americanos Boulevard (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-3 **Douglas Road at Sunrise Boulevard: 6x6 Lane 4-Way Intersection Widening & Sinalizatlion** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Douglas Road/Sunrise Boulevard (including the first 450' of roadway from the intersection) to provide for a 6X6 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.
- R-4 **Douglas Road at Jaeer Road: 6X4 Lane 4-Way Intersection Widening & Sienalization** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Douglas Road/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 6X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.
- R-5 **Zinfandel at Douglas Road: Add Through Lanes to North and Southbound Approaches** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Zinfandel/Douglas Road to add through lanes to north and southbound approaches, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.
- R-6 **Sunrise Boulevard from Douelas Road to Pyramid Boulevard: Widening 2 Center Lanes to 4 Plus Median** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 2 lanes to 4 center lanes from Douglas Road to Pyramid Boulevard (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

- R-16 **Pyramid Boulevard at Jaeger Road: 4X4 Lane 4-Way Intersection Widening & Sienalization — All** facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection at Pyramid Boulevard/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, soundwall, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.
- R-17 **Jaeger Road from Pyramid Road to Douelas Road: 2 Center Lanes Plus Median Curb** — All facilities and costs associated -with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the center 2 lanes of Jaeger Road and median curb from Pyramid Road to Douglas Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose
- R-18 **Sunrise Boulevard from White Rock Road to Douelas Road: Widening from 4 Lanes to 6 Lanes — All** facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 4 lanes to 6 lanes from White Rock Road to Douglas Road (excluding the first 450' from the Douglas Road intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-19 **Folsom South Canal Trail Access at Douelas Boulevard—** All facilities and costs associated -with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the trail access at Douglas Boulevard, or such other alternative facilities that serve substantially the same purpose.
- R-20 **Bradshaw Road at State Route 16 (Jackson Highway): 4X4 Lane 4-Way Intersection Widening & SJKnalization** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Bradshaw Road/S.R. 16 to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.
- R-21 **Eagles Nest Road at State Route 16 (Jackson Highway): 4X4 Lane 4-Way Intersection Widening & Sienalization** ~ All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Eagles Nest Road/S.R. 16 to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.
- R-23 **Sunrise Boulevard Collector Sienalization: Douglas Road to Kiefer Boulevard** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering intersection signalizations for the two collector streets between Douglas Road and Kiefer Boulevard that intersect with Sunrise Boulevard, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, and traffic signals, or such other alternative facilities that serve substantially the same purpose.
- R-24 **State Route 16 (Jackson Highway) front Sunrise Boulevard to Grant Line Road: Widening 2 Center Lanes to 4 Plus Median** — All facilities and costs associated with designing, engineering, inspection,

testing, staking, construction management, fees, constructing and delivering the widening of State Route 16 (Jackson Highway) from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to Grant Line Road, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

- R-25 **Alta Sunrise Reliever: Douelas Road to US 50** — All costs associated with providing initial planning and environmental work for the future Alta Sunrise reliever from Douglas Road to US 50, or such other alternative facilities that serve substantially the same purpose.
- R-27 **Kiefer Boulevard front Sunrise Boulevard to Jaeser Road: 1 Center Lane Plus Median Curb** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northernmost center lane of Kiefer Boulevard and a median curb from Sunrise Boulevard to Jaeger Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-28 **Kiefer Boulevard at Jaeser Road: 4X4 Lane 4-Way Intersection Widening & Sienalization** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection at Kiefer Boulevard/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, soundwall, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.
- R-29 **Jaeser Road from Pyramid Road to Southern Boundary of Anatolia II: 1 Center Lane Plus Median Curb** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from Pyramid Road to the southern boundary of Anatolia II (excluding the first 450' from the Pyramid intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-30 **Jaeser Road from Southern Boundary of Anatolia II to Northern Boundary of Anatolia III (Adjacent to Preserve): 1 Center Lane Plus Median Curb** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from the southern boundary of Anatolia II to the northern boundary of Anatolia III (adjacent to preserve), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-31 **Jaeser Road from Northern Boundary of Anatolia III to Kiefer Boulevard: 1 Center Lane Plus Median Curb** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from the northern boundary of Anatolia III to Kiefer Boulevard (excluding the first 450' from the Kiefer intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-32 **Douglas Road from Mather East Westerly Boundary to Sunrise Boulevard: Southerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Douglas Road from the westerly Mather East boundary to Sunrise Boulevard (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls,

storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

- R-33 **Douglas Road front Sunrise Boulevard to Easterly Anatolia I Boundary: Southerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Douglas Road from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-34 **Sunrise Boulevard from Douglas Road to Southerly Mather East Boundary: Westerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Sunrise Boulevard from Douglas Road to southerly Mather East boundary (excluding the first 450' from the Douglas intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-35 **Sunrise Boulevard from Douglas Road to Pyramid Boulevard: Easterly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from Douglas Road to Pyramid Boulevard (excluding the first 450' from the Douglas and Pyramid intersections), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-36 **Sunrise Boulevard from Pyramid Boulevard to Southerly Anatolia II Boundary: Easterly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from Pyramid Boulevard to the southerly Anatolia II boundary (excluding the first 450' from the Pyramid intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-39 **Sunrise Boulevard from Southerly Anatolia II Boundary to Kiefer Boulevard: Easterly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from the southerly Anatolia II boundary to Kiefer Boulevard (excluding the first 450' from the Kiefer intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, sound-walls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-41 **Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary: Northerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Pyramid Boulevard from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

- R-42 **Pyramid Boulevard front Sunrise Boulevard to Easterly Anatolia I Boundary: Southerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Pyramid Boulevard from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-43 **Kiefer Boulevard from Sunrise Boulevard to Westerly Anatolia III Boundary (Adjacent to Preserve): Northerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Kiefer Boulevard from Sunrise Boulevard to the westerly Anatolia III boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-44 **Kiefer Boulevard: Anatolia III Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Kiefer Boulevard adjacent to Anatolia III (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-45 **Jaeger Road: Anatolia IV Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road adjacent to Anatolia IV, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-46 **Jaeger Road from Northerly Anatolia II Boundary to Southerly Anatolia II Boundary: Westerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the northerly Anatolia II boundary to the southerly Anatolia II boundary, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-47 **Jaeger Road from Southerly Anatolia II Boundary to Northerly Anatolia III Boundary (Adjacent to Preserve): Westerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the southerly Anatolia II boundary to the northerly Anatolia III boundary (adjacent to preserve), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-48 **Jaeger Road from Northerly Anatolia III Boundary to Kiefer Boulevard: Westerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the northerly Anatolia III boundary to Kiefer Boulevard (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

- R-49 **Douglas Road from Sunrise Boulevard to 1,500 Feet West of Sunrise Boulevard: Widening 2 Center Lanes to 4 Plus Median** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to 1,500' west of Sunrise Boulevard (excluding the first 450' from the intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose..
- R-50 **Anatolia I Interior Collector Roadway Segments: Non-Single Family Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering either a half or full roadway section where single family lots do not front on the half or full roadway section within Anatolia I, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-51 **Anatolia II Interior Collector Roadway Segments: Non-Single Family Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering either a half or full roadway section where single family lots do not front on the half or full roadway section within Anatolia II, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.
- R-52 **Pyramid Boulevard from Westerly Anatolia IV Boundary to Jaeger Road: Southerly Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Pyramid Boulevard from westerly Anatolia IV boundary to Jaeger Road (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

JOINT TRENCH UTILITIES

- JT-3 **Douglas Road at Sunrise Boulevard** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,452 feet in length through the Douglas/Sunrise intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-4 **Douglas Road at Jaeger Road** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 358 feet in length through the Douglas/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-9 **Sunrise Boulevard at Pyramid Boulevard** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,354 feet in length through the Sunrise/Pyramid intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-10 **Sunrise Boulevard at Kiefer Boulevard** - All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench

conduit, approximately 1,096 feet in length through the Sunrise/Kiefer intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

- JT-16 **Pyramid Boulevard at Jaeser Road** - All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 368 feet in length through the Pyramid/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-28 **Kiefer Boulevard at Jaeser Road** - All facilities and costs associated with designing, engineering, staking, inspection, testing, construction management, fees, constructing and delivering a joint trench conduit, approximately 736 feet in length through the Kiefer/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-32 **Douglas Road front Mather East Westerly Boundary to Sunrise Boulevard** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 600 feet in length from the Mather East westerly boundary to Sunrise Boulevard (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-33 **Douglas Road from Sunrise Boulevard to Easterly Anatolia I Boundary** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-34 **Sunrise Boulevard from Douglas Road to Southerly Mather East Boundary** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,550 feet in length from Douglas Road to the southerly Mather East boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-35 **Sunrise Boulevard from Douglas Road to Pyramid Boulevard** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,000 feet in length from Douglas Road to Pyramid Boulevard (excluding the first 450' of roadway from the Sunrise and Pyramid intersections), or such other alternative facilities that serve substantially the same purpose.
- JT-36 **Sunrise Boulevard from Pyramid Boulevard to Southerly Anatolia IIBoundary** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,500 feet in length from Pyramid Boulevard to southerly Anatolia II boundary (excluding the first 450' of roadway from the Pyramid intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-39 **Sunrise Boulevard from Southerly Anatolia IIBoundary to Kiefer Boulevard**— All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,600 feet in length from the southerly Anatolia II boundary to Kiefer Boulevard (excluding the first 450' of roadway from the Kiefer intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-41 **Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

- JT-42 **Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary** - All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-43 **Kiefer Boulevard from Sunrise Boulevard to Westerly Anatolia III Boundary** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,550 feet in length from Sunrise Boulevard to the westerly Anatolia III boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-44 **Kiefer Boulevard from Westerly Anatolia III Boundary to Jaeger Road** - All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,800 feet in length from westerly Anatolia III boundary to Jaeger Road (excluding the first 450' of roadway from the Jaeger intersection), or such other alternative facilities that serve substantially the same purpose.
- JT-45 **Jaeger Road: Anatolia IV Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 600 feet in length adjacent to Anatolia IV, or such other alternative facilities that serve substantially the same purpose.
- JT-46 **Jaeger Road: Anatolia II Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 950 feet in length adjacent to Anatolia II, or such other alternative facilities that serve substantially the same purpose.
- JT-47 **Jaeger Road from Southerly Anatolia II Boundary to Northerly Anatolia III Boundary** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,800 feet in length from the southerly Anatolia U boundary to the northerly Anatolia III boundary, or such other alternative facilities that serve substantially the same purpose.
- JT-48 **Jaeger Road: Anatolia III Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,650 feet in length adjacent to Anatolia III, or such other alternative facilities that serve substantially the same purpose.
- JT-50 **Anatolia I Interior Collector Roadway Segments: Non-Single Family Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,400 feet in length adjacent to the Anatolia I Interior Collector Roadway Segments, or such other alternative facilities that serve substantially the same purpose.
- JT-51 **Anatolia II Interior Collector Roadway Segments: Non-Single Family Frontage Improvements** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 8,375 feet in length adjacent to the Anatolia II Interior Collector Roadway Segments, or such other alternative facilities that serve substantially the same purpose.
- JT-52 **Pyramid Boulevard from Westerly Anatolia IV Boundary to Jaeger Road** — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,000 feet in length adjacent to Anatolia IV, or such other alternative facilities that serve substantially the same purpose.

SANITARY SEWER FACILITIES

- S-1 S " Sewer Force Main: Kiefer Boulevard Lift Station to Pyramid Boulevard Outfall — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 11,200 lineal feet of sewer force main from the Kiefer Boulevard Lift Station (Facility S-2), north to Pyramid Boulevard Outfall near Jaeger Road, or such other alternative facilities that serve substantially the same purpose.
- S-2 Kiefer Boulevard Lift Station — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility in Anatolia III to serve Anatolia III, or such other alternative facilities that serve substantially the same purpose.
- S-3 18" Sewer Force Main: Pyramid Boulevard Lift Station to Mayhew Drive Outfall — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 43,000 lineal feet of sewer force main from the Pyramid Boulevard Lift Station (Facility S-4), south and west to Mayhew Drive Outfall, or such other alternative facilities that serve substantially the same purpose.
- S-4 Pyramid Boulevard Lift Station — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility near the intersection of Pyramid Boulevard and Sunrise Boulevard in Anatolia II to serve Anatolia I, II, III & IV, or such other alternative facilities that serve substantially the same purpose.
- S-5 6 " Sewer Force Main: Douglas Boulevard Lift Station to Pyramid Boulevard Outfall — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 5,100 lineal feet of sewer force main from the Douglas Boulevard Lift Station (Facility S-6), south to Pyramid Boulevard Outfall near Sunrise Boulevard, or such other alternative facilities that serve substantially the same purpose.
- S-6 Douglas Boulevard Lift Station — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility in Mather East to serve Mather East and the northwestern most portion of Anatolia I, or such other alternative facilities that serve substantially the same purpose.

WATER FACILITIES

- W-1 Vineyard Well Field — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a well field and related monitoring wells at the Vineyard Well Field to provide water for the SunRidge Specific Plan Area, or such other alternative facilities that serve substantially the same purpose.
- W-2 30" Water Supply Line from Well Field to Kiefer Boulevard Groundwater Treatment Facility — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 21,500 lineal feet of water supply line from the Vineyard well field near Excelsior Road and Florin Road, north along Excelsior Road, and east along Kiefer Boulevard to the ground water treatment facility on Kiefer Boulevard, or such other alternative facilities that serve substantially the same purpose.
- W-3 Kiefer Groundwater Treatment Plant — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a groundwater treatment plant at the Kiefer Groundwater Treatment Plant to provide treatment of water for the SunRidge Specific Plan Area, or such other alternative facilities that serve substantially the same purpose.

PARK FACILITIES

- P-1 *Park A — 21.6 Acres* — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 21.6 acre Park A, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.
- P-2 *Park B — 5.7 Acres* — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 5.7 acre Park B, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.
- P-3 *Park C — 4.5 Acres* — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 4.5 acre Park C, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.
- P-4 *Park E - 6.7 Acres* — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 6.7 acre Park E, located within Anatolia I, or such other alternative facilities that serve substantially the same purpose.
- P-5 *Park K — 5.8 Acres* — All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 5.8 acre Park K, located within Anatolia III, or such other alternative facilities that serve substantially the same purpose.
- P-6 *Bike Trail Connector* - All facilities and costs associated with designing, engineering, staking, construction management, fees, constructing and delivering a bike trail connector and associated facilities between Anatolia n and Anatolia III, or such other alternative facilities that serve substantially the same purpose.

SUNRIDGE SPECIFIC PLAN FEES

- F-1 SunRidge Specific Plan Water Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).
- F-2 SunRidge Specific Plan Sewer Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).
- F-3 SunRidge Specific Plan Road Fees for Anatolia I, II, HI, IV & Mather East (Zones 1 thru 5).

ENGINEERING STUDIES, PERMITTING, PUBLIC FACILITIES REPORT, FINANCING PLAN

- E-1 *Engineering Studies, Permitting, Public Facilities Report & Financing Plan* — Consultant fees, application fees, processing fees, and document production costs associated with the SunRidge-Anatolia CFD No. 1 preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

(REVISED DECEMBER 16, 2003)



679775 3.DOC

EXHIBIT "E"

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO SUNRIDGE PARK PROJECT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200 ____, by and between SUNRIDGE PARK, LLC, a California limited liability company (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 2004, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Rancho Cordova and SunRidge Park, LLC Relative to the Development Known as SunRidge Park (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2004, as Instrument No. 2004-_____.

B. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly _____ identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 27 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

Attn:

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

SUNRIDGE PARK, LLC,
a California limited liability company

By: _____

By: _____

Its: Manager

ASSIGNEE:

_____,
a _____

By:

Print Name:

Title: _____



City Council Staff Report

Date: March 1, 2004

Project: Anatolia Village 9
File: RC-03-056
Request: Development Plan Review for Model Homes in Anatolia Village 9, Anatolia II Subdivision.
Location: East of Sunrise Blvd. south of Chrysanthy Blvd. in Anatolia II Subdivision, within the SunRidge Specific Plan
APN: 067-0430-009
Planner: Kathleen Franklin

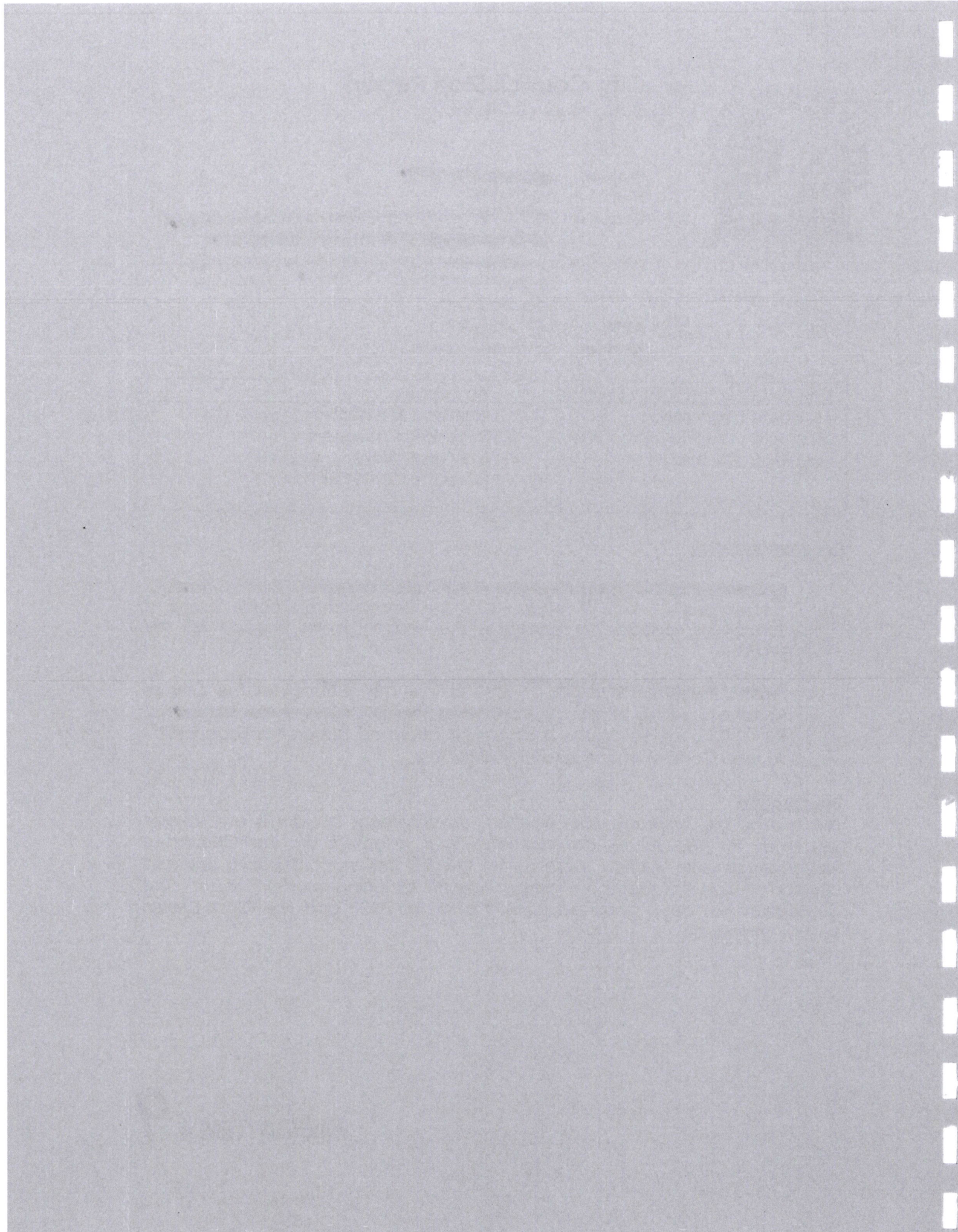
APPLICANT/OWNER/DEVELOPER:	Architect
U.S. Home Corporation 2366 Gold Meadow Way #200 Gold River, CA 956704	Hamilton & Whitaker Residential Designers 616 Girder Drive Roseville, CA 95678

Recommendation

1. Find that the Mitigated Negative Declaration prepared for the Anatolia Subdivisions I, II, and III, adopted by the Sacramento County Board of Supervisors, adequately addresses the environmental impacts for the project.
2. Adopt Resolution Number 24-2004 of the City Council of the City of Rancho Cordova approving the Development Plan Review for Project No. RC-03-056, subject to the findings and attached Design Package Exhibit A), and Conditions of Approval (Exhibit B).

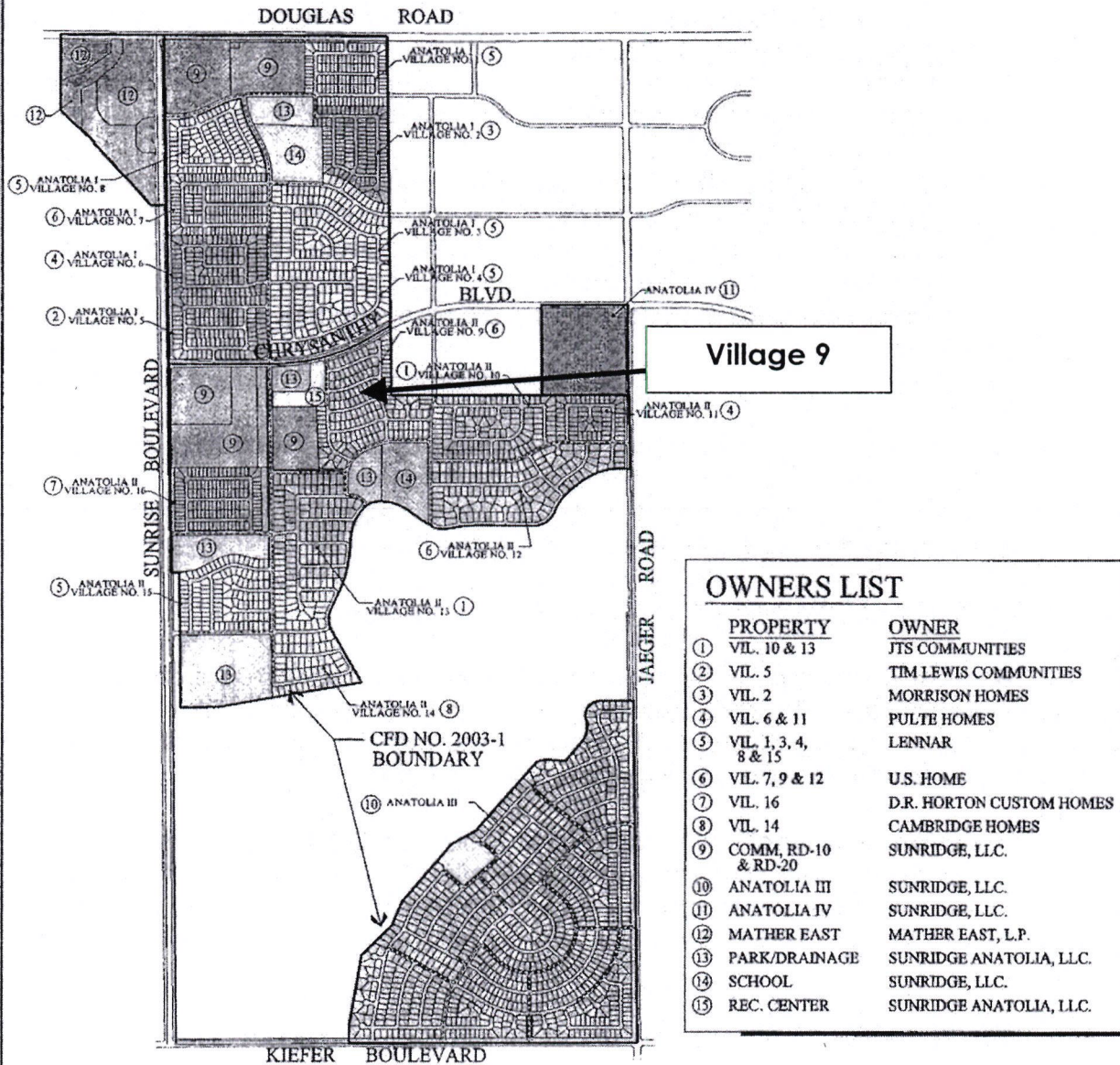
Background

The text of the SunRidge Specific Plan, development standards and design guidelines for the future developments was adopted by the County of Sacramento in July of 2002. Subsequently the City of Rancho Cordova adopted citywide design guidelines for major projects, including model homes. The application has been reviewed against both the SRSP and the City's Design Review Ordinance.



LAND USE MAP SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT 2003-1

RANCHO CORDOVA, CALIFORNIA
OCTOBER, 2003



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Analysis:

Village 9 is within the Anatolia II subdivision of the Sunridge Specific Plan Area. The zoning for this subdivision is RD-5 with an average lot size of 55 x 105 or 5,775 square feet which is consistent with the required development standards for this zoning. There will be 152 single-family residential lots within the subdivision.

Development Plan Review/Design Review

1. *Home designs that incorporate authentic architectural styles. Particular attention shall be paid to the design of all front and side elevations facing the street or open space areas. All other elevations interior to the lot shall include, at a minimum, the articulation of all windows and doors (e.g., three-dimensional trim);*
2. *Diversity of homes within the subdivision by size and mass, elevation, garage orientation, and setbacks to avoid repetition of floor plans and elevations on adjacent homes within each subdivision and/or unit within a master planned area. The intent is to create sufficient variation among home plans to ensure visual interest along residential streets throughout each neighborhood.*
3. *Variety in mass and scale of homes that is visually appealing from the street; and*
4. *Landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street.*
5. *Encourage home designs with a wide range of pricing levels to accommodate all income levels within the City.*

The descriptions of the homes for Village 9 are as follows:

The "**Western Craftsman**" style draws inspiration from rural ranch homes across the western states. This style uses a combination of lap siding, brick wainscots, tiered wood accent trim, and window shutters to add layers of color. Continuous eaves provide a low rustic feel to this style.

The "**European Traditional**" style draws inspiration from English county homes. This style is defined by slate style roofs, a combination of stucco and stone accents, arched trim at gable vents, and raised stucco trim around windows and doors. Clipped gable roofs and shutters at key windows further accentuate this elegant style.

The "**Mediterranean**" style draws inspiration from the simple stucco homes found throughout the southwest. This style typically has barrel tile roofs and the use of gable and hip roofs. Clay tile vents, rustic wood shutters, and simple lintel and sill trim further accentuate this smoothing style.

The subdivision will be developed in approximately fifteen (15) phases. The Developer will pre-plot each phase of the subdivision and will submit plans to the Building Department for permits. The Planning Department will review the Building Permits for compliance with setbacks and also to ensure the unit types,

sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. The applicant has stated they discourage the same type of unit adjacent to another, and if this does occur, the elevations and colors are varied. Staff has placed criteria for unit placement within the Conditions of Approval to ensure there is no building mass repetition or duplication.

The model home plans, as submitted to the Planning Department, failed to address the Design Guidelines standard with regards to garage orientation. The applicant and staff discussed the absence of a "side on" garage model within the proposed subdivision. The applicant indicated that U S Homes had not developed a model with the "side on" garage orientation and could not have a model ready for approximately 6 months.

Planning Commission Comment

The project was reviewed by the City's Planning Commission on February 12, 2004. The Commission was asked to review the project and make the following considerations with regards to the issue of the garage orientation:

- Recommend to the City Council that the applicant prepare a floor plan that incorporates the "side on" garages to be used within this subdivision. This floor plan would be shown in the mix of the previously submitted floor plans when the applicant submits house plans for review to the Building Department.
- Recommend the City Council approve the model home plans as submitted by the applicant.

After discussion with staff and the applicant, the Planning Commission recommended the City Council require the applicant to develop a floor plan that would provide a "side on" garage and that the model should be used for at least 15% of the total floor plans within the subdivision. The Commission recommended that the review of the new model for Design Review conformance be performed at the staff level to expedite the review of this model only. This would ensure the applicant would have the floor plan ready to be included with the previously approved floor plans at the time of construction of the subdivision.

The elevations do not show window and door treatments on the side and back elevations. Staff is recommending the applicant add these features which would bring the proposed residential buildings into compliance with the design guideline standards.

Landscape Plans

Staff has reviewed the proposed landscape and planting plans. The Applicant is proposing two (2) fifteen gallon street trees in the front yard set back on each lot and additional trees in the side street setback. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

Environmental Analysis:

The Anatolia I, II and III projects were environmentally assessed by an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant.

Conclusion:

The applicant has presented a design package for Anatolia II, Village 9 that is consistent with the intent of the design guidelines of the Specific Plan and the City's Design Review Ordinance. The Planning Commission has recommended the applicant add one (1) additional floor plan which will provide a "side on" garage. This addition would bring the design package into compliance with the City's Design Review Ordinance and the proposed mix of unit sizes and architectural styles would create a variety of mass and scale to provide an appealing streetscape.

Financial Implications to City:

There are no significant cost implications to the City for this development.

Recommended Motions:

1. "I move the City Council find the Negative Declaration prepared for the Anatolia Subdivisions I, II, and III adequately addresses this project, subject to the findings included in the Resolution dated March 1, 2004".
2. "I move the City Council adopt Resolution No. 24-2004 approving the Development Plan Review, for Project No. RC-03-031, subject to the findings contained in Resolution No. 24-2004 and attached Elevations and House Plans (Exhibit A) and Conditions of Approval (Exhibit B).

Attachments:

- A. Resolution approving the Development Design Review
- B. Map of Anatolia II, Village 9

RESOLUTION # 24-2004**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING DEVELOPMENT PLAN REVIEW FOR ANATOLIA VILLAGE 9
PROJECT # RC-03-056**

WHEREAS, U.S. Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Development Plan Review for Anatolia Village #9; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Anatolia I, II and III adopted in March 2003 by the County of Sacramento Board of Supervisors, thereby satisfying the requirements for the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

Findings:**1. CEQA****Finding:**

The project site has been analyzed as part of the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III in compliance with the California Environmental Quality Act (CEQA).

Evidence: The Sacramento County Board of Supervisors adopted the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III. The environmental issues of aesthetics of the development for the project site were adequately addressed within the two (2) documents. This project will not create any significant adverse impact on the environment.

2. DEVELOPMENT PLAN REVIEW

Approve the Development Plan Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following findings:

Findings:

1. Home designs incorporate authentic architectural styles. Particular attention has been paid to the design of all front and side elevations facing the street or open space. All other elevations interior to the lot include, at a minimum, the articulation of all windows and doors (e.g., three-dimensional trim.)
2. The project provides diversity of homes within the subdivision by size and mass, elevation, garage orientation, and setbacks to avoid repetition of floor plans and elevations on adjacent homes within each subdivision and/or unit within a master planned area. (The intent is to create sufficient variation among home plans to ensure visual interest along residential streets throughout each neighborhood.)
3. The project provides variety in mass and scale of homes that is visually appealing from the street.
4. The project provides landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street.
5. The project provides home designs with a wide range of pricing levels to accommodate all income levels within the City.

Evidence: The following justifies the findings above:

1. The architect has provided three architectural styles Western Craftsman, European Traditional and Mediterranean. Each of the styles are represented by some of the classic features of those architectural designs.
2. The home builder, U.S. Homes, has presented their design package for Village 9 of Anatolia II. The subdivision consists of 152 lots in the RD-5 Zone, with the lots averaging approximately 55 X105 feet (5,775). There are five (5) floor plans. For each of the five (5) floor plans, three (3) architectural styles are proposed to allow a greater number of design combinations to be placed within the tract. The project has been conditioned to include an additional floor plan which provides a "side on garage". This floor plan will be used in at least 15% of the homes in the subdivision. The project has also been conditioned to include door and window trim details and some of the front elevation features on all four sides of the elevations. With the added conditions described above the design of the units is consistent with the design concepts listed above.
3. Village #9 will be developed in approximately fifteen (15) phases. The Developer will pre-plot each phase of the subdivision and will submit plans to the Building Department for permits. The Planning Department will review the Building Permits for compliance with setbacks and also to ensure that the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. The Applicant has stated that they discourage adjacent units of the same floor plan and that if this does occur the elevations and colors are varied.
4. The applicant has submitted a landscape plan that will soften the streetscape through shade trees, ground cover, shrubbery and accent trees. The plan also provides trees that will be approved by the City's Public Works and Planning Director that will ensure the eventual tree canopy along the street.

5. The project site is zoned RD-5 and is providing a residential unit within the overall Specific Plan that is within a medium price range.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1ST day of March, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK

Conditions of Approval

EXHIBIT B

	Timing/ Implementation	Enforcement / Monitoring	Verification (date and signature)
1.	The project shall be constructed in substantial compliance with the approved plans (Exhibit A) recommended to the City Council by the Planning Commission dated March 1, 2004.	On-Going	Planning
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning
Prior to Issuance of Building Permits			
3.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permit	Finance
4.	The Applicant will install full window and door treatments on all four elevations of the proposed residential buildings.	Prior to Building Permit	Planning
5.	Each phase of the development will be pre-plotted and approved before sale of residence within the proposed phase. The criteria used for the approval of these phases will be as follows: - No more than three, two stories will be placed in a row and a minimum of two single-story homes in a row shall flank the three two-stories on at least one side. - Two of the same architectural style or color scheme will not be placed next to each other. - No more than two of the same floor plans that are side by side must have different elevations.	Prior to Building Permit	Planning

Conditions of Approval

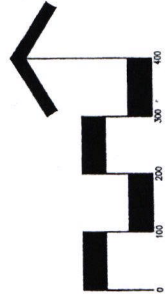
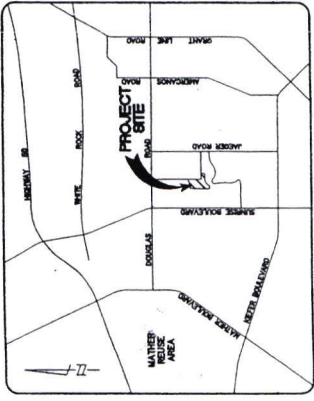
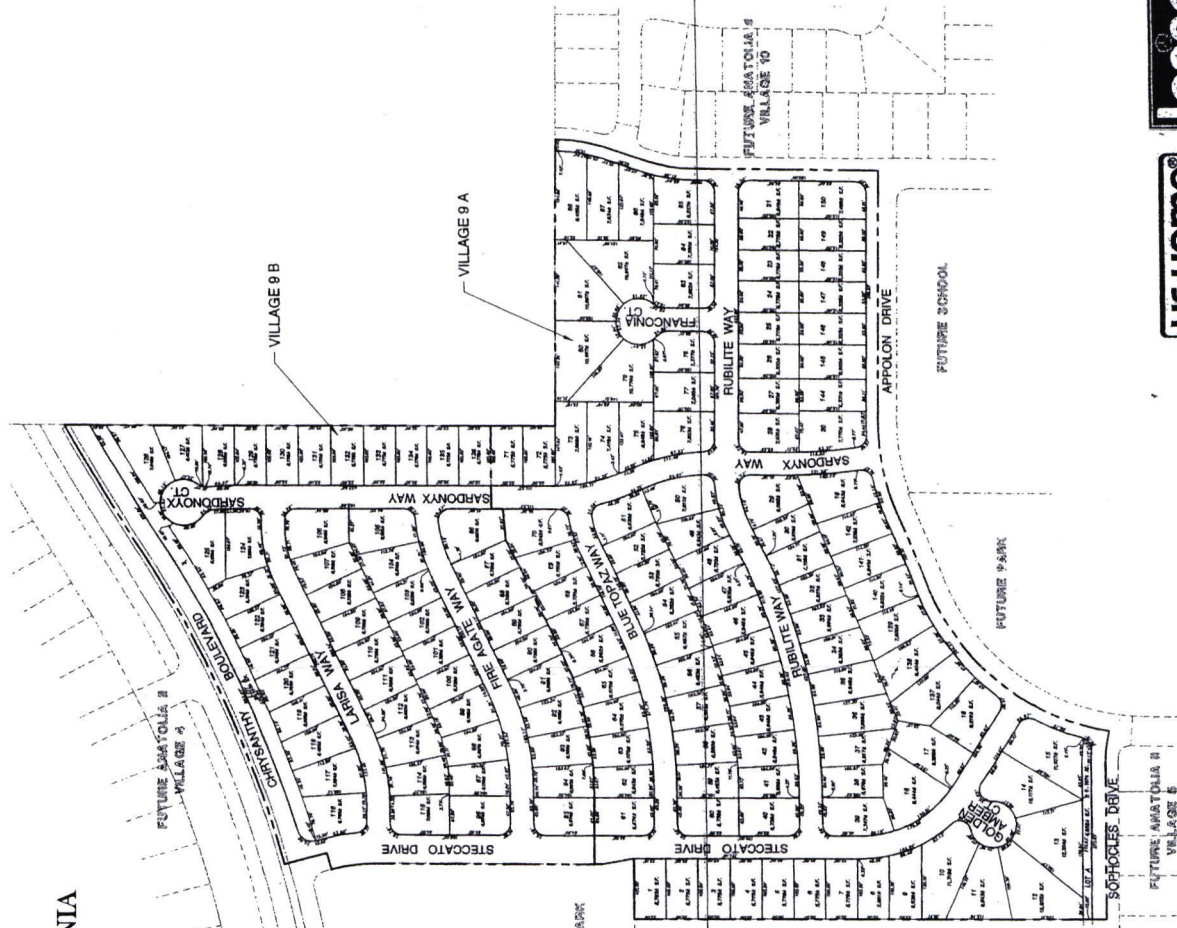
EXHIBIT B

		<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and Signature)</u>
	Prior to Final Inspection and Utility Release			
6.	Submit final site landscaping plan for review and approval by the Planning Director prior to installation. Landscaping shall be installed prior to final inspection.	Prior to Final Inspection	Planning	
7.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning	
8.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards	Prior to Final Inspection	Water Resources	

ANATOLIA II
VILLAGES 9A & 9B
 CITY OF RANCHO CORDOVA, CALIFORNIA

*Side-on
 dissection
 is a clear
 • Mitch Young
 they have
 developed
 go to our
 road*

*Backpack
 N. Natowas
 350x*



OCTOBER, 2003



G.C. WALLACE OF CALIFORNIA, INC.
 Engineers/Planners/Surveyors
 2100 MAIN STREET, SUITE 100, RANCHO CORDOVA, CALIFORNIA 95721
 TELEPHONE (916) 384-7000 FAX (916) 384-7001

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Map of Anatolia II villages 9A and 9B

Council Members, please find above item(s) attached to your agenda packet.

Agenda Item:9



City Council Staff Report

Date: March 1, 2004

Project: Anatolia Village 12
File: RC-03-057
Request: Development Plan Review for Model Homes in Anatolia Village 12, Anatolia II Subdivision.
Location: East of Sunrise Blvd., south of Chrysanthy Blvd., west of Jaeger Road in Anatolia II Subdivision, within the SunRidge Specific Plan
APN: 067-0430-009
Planner: Kathleen Franklin

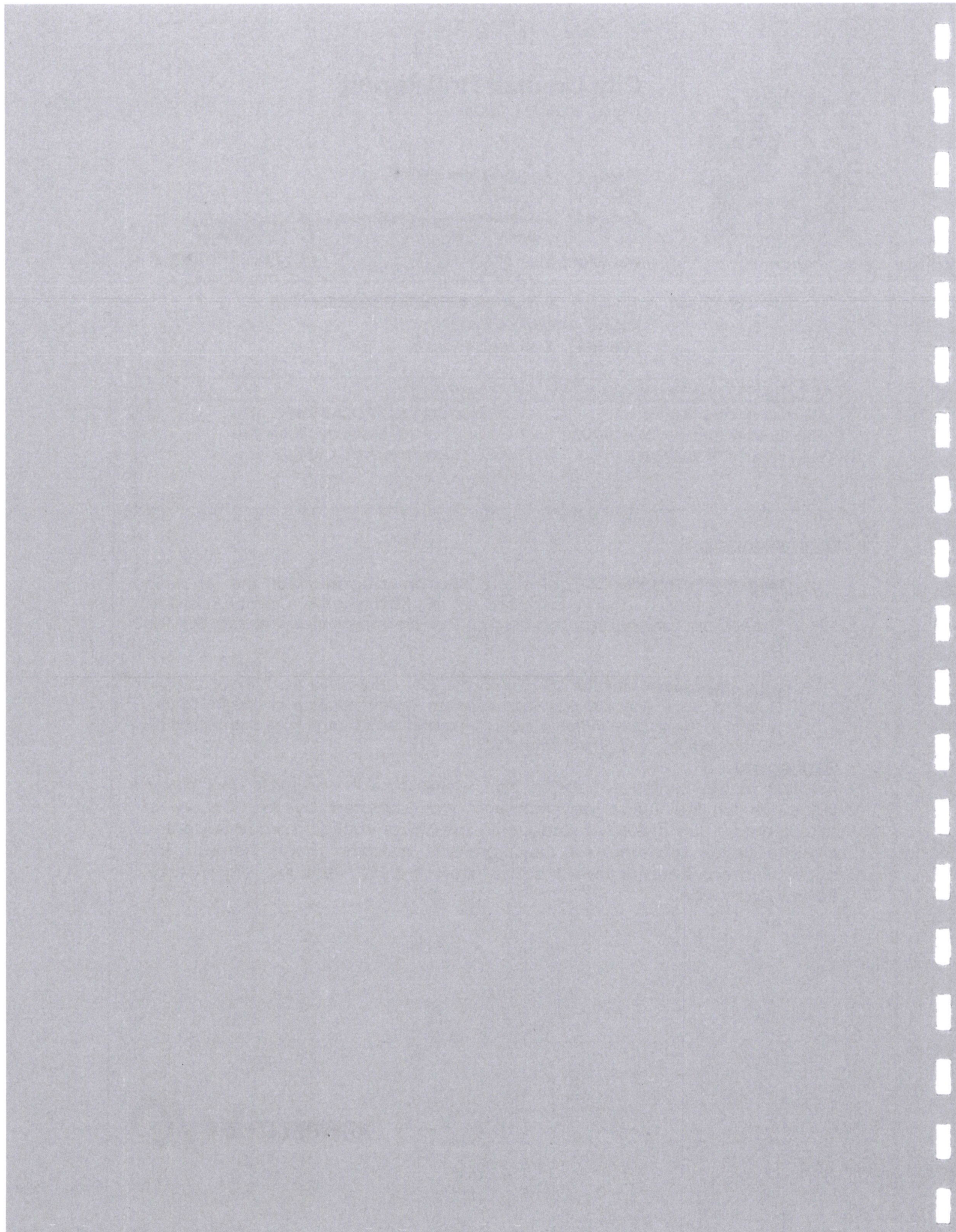
APPLICANT/OWNER/DEVELOPER:	Architect
U.S. Home Corporation 2366 Gold Meadow Way #200 Gold River, CA 956704	Bloodgood Sharp Buster 1117 Windfield Way, Suite 110 El Dorado Hills, CA 95762

Recommendation

1. Find the Mitigated Negative Declaration prepared for the Anatolia Subdivisions I, II, and III, adopted by the Sacramento County Board of Supervisors, adequately addressed the environmental impacts for the project.
2. Adopt Resolution Number 25-2004 of the City Council of the City of Rancho Cordova approving the Development Plan Review for Project No. RC-03-057, subject to the findings in the resolution and attached Design Package (Exhibit A), and Conditions of Approval (Exhibit B).

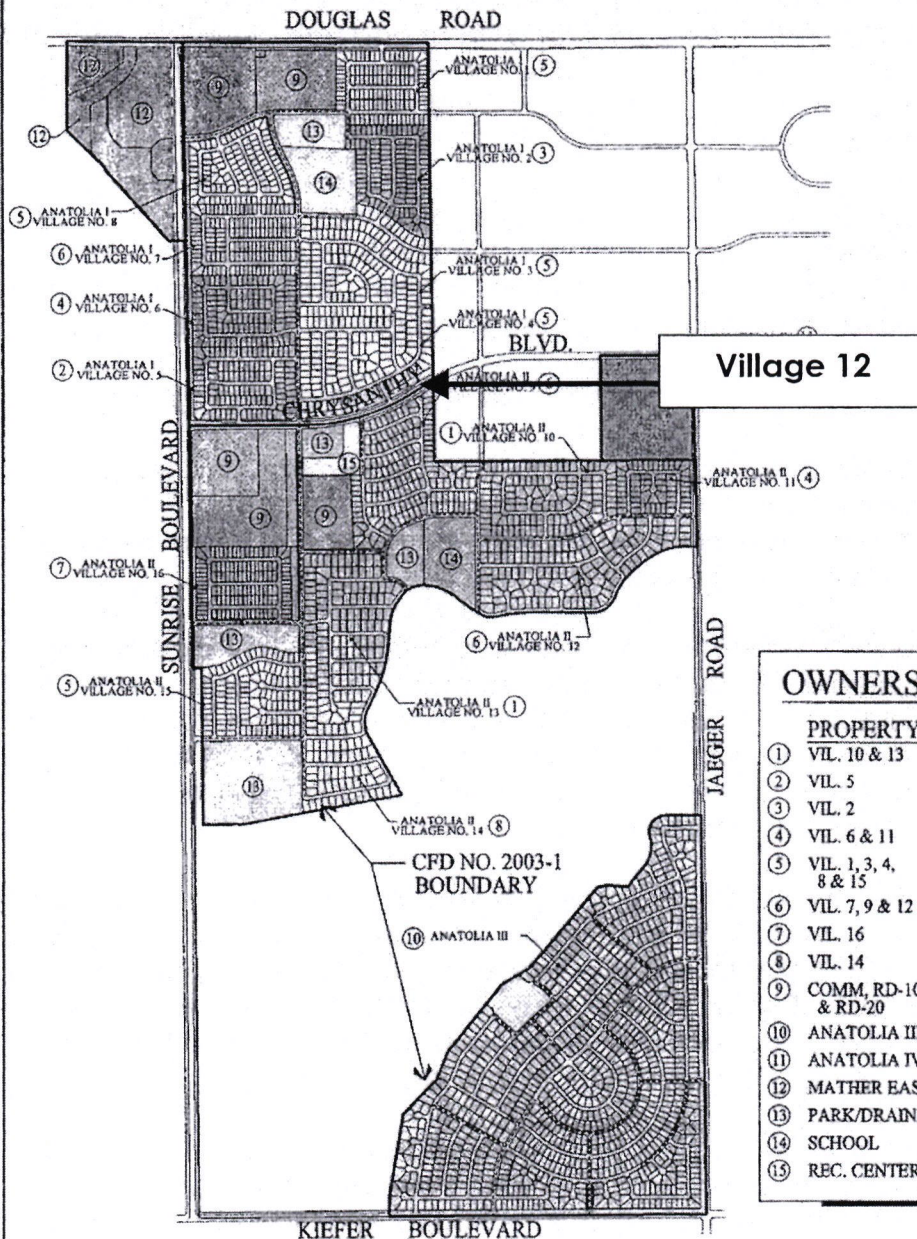
Background

The text of the SunRidge Specific Plan, development standards and design guidelines for the future developments was adopted by the County of Sacramento in July of 2002. Subsequently the City of Rancho Cordova adopted citywide design guidelines for major projects, including model homes. The application has been reviewed against both the SRSP and the City's Design Review Ordinance.



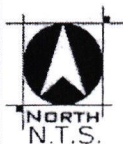
LAND USE MAP SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT 2003-1

RANCHO CORDOVA, CALIFORNIA
OCTOBER, 2003



OWNERS LIST

PROPERTY	OWNER
① VIL. 10 & 13	JTS COMMUNITIES
② VIL. 5	TIM LEWIS COMMUNITIES
③ VIL. 2	MORRISON HOMES
④ VIL. 6 & 11	PULTE HOMES
⑤ VIL. 1, 3, 4, 8 & 15	LENNAR
⑥ VIL. 7, 9 & 12	U.S. HOME
⑦ VIL. 16	D.R. HORTON CUSTOM HOMES
⑧ VIL. 14	CAMBRIDGE HOMES
⑨ COMM. RD-10 & RD-20	SUNRIDGE, LLC.
⑩ ANATOLIA III	SUNRIDGE, LLC.
⑪ ANATOLIA IV	SUNRIDGE, LLC.
⑫ MATHER EAST	MATHER EAST, L.P.
⑬ PARK/DRAINAGE	SUNRIDGE ANATOLIA, LLC.
⑭ SCHOOL	SUNRIDGE, LLC.
⑮ REC. CENTER	SUNRIDGE ANATOLIA, LLC.



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Analysis:

Village 12 is within the Anatolia II subdivision of the Sunridge Specific Plan Area. The zoning for this subdivision is RD-4 with an average lot size of 70 X 122 (8,540 square feet), which is consistent with the required development standards for this zoning. There will be 124 single-family residential lots within the subdivision.

Development Plan Review/Design Review

1. *Home designs that incorporate authentic architectural styles. Particular attention shall be paid to the design of all front and side elevations facing the street or open space areas. All other elevations interior to the lot shall include, at a minimum, the articulation of all windows and doors (e.g., three-dimensional trim);*
2. *Diversity of homes within the subdivision by size and mass, elevation, garage orientation, and setbacks to avoid repetition of floor plans and elevations on adjacent homes within each subdivision and/or unit within a master planned area. The intent is to create sufficient variation among home plans to ensure visual interest along residential streets throughout each neighborhood.*
3. *Variety in mass and scale of homes that is visually appealing from the street; and*
4. *Landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street.*
5. *Encourage home designs with a wide range of pricing levels to accommodate all income levels within the City.*

U S Homes has acquired Village 12 of Anatolia II, within the SunRidge Specific Plan area. The developer has presented a design package which includes six (6) different floor plans that will have three (3) elevations per plan, for a total of eighteen (18) basic architectural configurations. There are a total of 28 color/stone combination options for the exterior of the buildings. The descriptions of the homes for Village 12 are as follows:

The **"Spanish Colonial"** style draws its inspiration from the simple stucco exteriors found through out the United States. The style typically has simple low pitched roofs combining hips and gables and is emphasized with full arches at windows and soffits in vital areas. Details such as clay tile vents, louvered shutters and shaped stucco brackets and corbels further accentuate the soothing style. Doors and windows are detailed with a simple lintel and sill trim.

The **"Rural Italian"** style is derived from homes found in the rural areas of Italy. The style is defined by predominately hipped low pitched roofs and the combination of stucco and stone accents. Doors and windows are detailed with a simple lintel and sill trim. By detaining the exteriors using shutters, clay tiles, decorative vents and recessed windows, the rural style is authentically captured.

The **"French Country"** styles draw its inspiration from homes that might have been found in the more rural areas of France. The style uses a combination of

materials including stone, stucco and wood siding to enhance the simple proportions of the home. To add another layer of color and detail, panel shutters are implemented. Gentle curves are integrated into tall gables along with narrow rakes to further enhance the elegant lines of the style.

The subdivision will be developed in approximately twelve (12) phases. The Developer will pre-plot each phase of the subdivision and will submit plans to the Building Department for permits. The Planning Department will review the Building Permits for compliance with setbacks and also to ensure that the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. The applicant has stated that they discourage the same type of unit adjacent to another, and if this does occur, the elevations and colors are varied. Staff has placed criteria for unit placement within the Conditions of Approval to ensure there will be no building mass repetition or duplication.

The applicant has submitted two (2) floor plans (models 2732 and 3540) that propose a single car "side-on" garage with a front facing double car garage. These floor plans will yield, at a minimum, a 27 foot setback from the front of the two car garage door to the street. This is in contrast to the models that have all three garage doors fronting the street where the two car garage door setback would be at 20 feet. This difference in the setbacks would create some diversity in the streetscape.

Planning Commission Comment

The project was reviewed by the City's Planning Commission on February 12, 2004. The Commission was asked to review the project giving consideration to the direction of the Design Review Ordinance with regards to garage orientation, and make a recommendation to the City Council, whether or not floor plan models 2732 and 3540 satisfy the design concepts within the Ordinance.

After discussion with staff and the applicant, the Planning Commission found floor plan models 2732 and 3540 satisfied the design concepts with the Design Ordinance and recommended the City Council approve the development plan review as submitted.

Landscape Plans

Staff has reviewed the proposed landscape and planting plans. The Applicant is proposing two (2) fifteen gallon street trees in the front yard set back on each lot and additional trees in the side street setback. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

Environmental Analysis:

The Anatolia I, II and III projects were environmentally assessed by an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant.

Conclusion:

The applicant has presented a design package for Anatolia II, Village 12 is consistent with the design guidelines of the Specific Plan and the City's Design Review Ordinance. The Planning Commission has recommended the City Council adopt the project as submitted.

Financial Implications to City:

There are no significant cost implications to the City for this development.

Recommended Motions:

1. "I move the City Council find the Negative Declaration prepared for the Anatolia Subdivisions I, II, and III adequately addresses this project, subject to the findings included in the Resolution dated March 1, 2004".
2. "I move the City council adopt Resolution No. 25-2004 approving the Development Plan Review, for Project No. RC-03-057, subject to the findings contained in Resolution No. 25-2004 and attached Elevations and House Plans (Exhibit A) and Conditions of Approval (Exhibit B).

Attachments:

- A. Resolution approving the Development Design Review
- B. Map of Anatolia II, Village 12

RESOLUTION # 25-2004**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING DEVELOPMENT PLAN REVIEW FOR ANATOLIA VILLAGE 12
PROJECT # RC-03-057**

WHEREAS, U.S. Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Development Plan Review for Anatolia Village #12; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Anatolia I, II and III adopted in March 2003 by the County of Sacramento Board of Supervisors, thereby satisfying the requirements for the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

Findings:**1. CEQA****Finding:**

The project site has been analyzed as part of the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III in compliance with the California Environmental Quality Act (CEQA).

Evidence: The Sacramento County Board of Supervisors adopted the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III. The environmental issues of aesthetics of the development for the project site were adequately addressed within the two (2) documents. This project will not create any significant adverse impact on the environment.

2. DEVELOPMENT PLAN REVIEW

Approve the Development Plan Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following findings:

Findings:

1. Home designs incorporate authentic architectural styles. Particular attention has been paid to the design of all front and side elevations facing the street or open space. All other elevations interior to the lot include, at a minimum, the articulation of all windows and doors (e.g., three-dimensional trim.)
2. The project provides diversity of homes within the subdivision by size and mass, elevation, garage orientation, and setbacks to avoid repetition of floor plans and elevations on adjacent homes within each subdivision and/or unit within a master planned area. (The intent is to create sufficient variation among home plans to ensure visual interest along residential streets throughout each neighborhood.)
3. The project provides variety in mass and scale of homes that is visually appealing from the street.
4. The project provides landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street.
5. The project provides home designs with a wide range of pricing levels to accommodate all income levels within the City.

Evidence: The following justifies the findings above:

1. The architect has provided three architectural styles Spanish Colonial, Rural Italian, and French Country. Within each of the styles are represented by some of the classic features of those architectural designs.
2. The home builder, U.S. Homes, has presented their design package for Village 12 Anatolia II. The subdivision consists of 124 lots in the RD-4 Zone, with the lots averaging approximately 70 X 122 feet (8,540). There are six (6) floor plans. For each of the six (6) floor plans, three (3) architectural styles are proposed to allow a greater number of design combinations to be placed within the tract.
3. Village #12 will be developed in approximately twelve (12) phases. The Developer will pre-plot each phase of the subdivision and will submit plans to the Building Department for permits. The Planning Department will review the Building Permits for compliance with setbacks and also to ensure that the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. The Applicant has stated that they discourage adjacent units of the same floor plan and that if this does occur the elevations and colors are varied.
4. The applicant has submitted a landscape plan that will soften the streetscape through shade trees, ground cover, shrubbery and accent trees. The plan also provides trees that will be approved by the City's Public Works and Planning Director that will ensure the eventual tree canopy along the street.
5. The project site is zoned RD-4 and is providing a residential unit within the overall Specific Plan that is within the upper price range.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of March, 2004

AYES:
NOES:
ABSENT:
ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK

EXHIBIT B

Conditions of Approval

	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
1.	On-Going	Planning	
2.	On-Going	Planning	
Prior to Issuance of Building Permits			
3.	Prior to Building Permit	Finance	
4.	Prior to Building Permit	Planning	

- The project shall be constructed in substantial compliance with the approved plans (Exhibit A) recommended to the City Council by the Planning Commission dated March 1, 2004.
- The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.

Prior to Issuance of Building Permits

- The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director.
- Each phase of the development will be pre-plotted and approved before sale of residence within the proposed phase. The criteria used for the approval of these phases will be as follows:
 - No more than three, two stories will be placed in a row and a minimum of two single-story homes in a row shall flank the three two-stories on at least one side.
 - Two of the same architectural style or color scheme will not be placed next to each other.
 - No more than two of the same floor plans that are side by side must have different elevations.

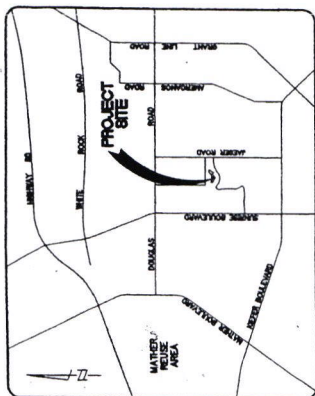
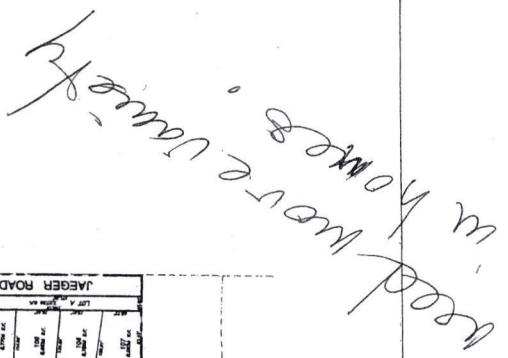
Conditions of Approval

EXHIBIT B

Prior to Final Inspection and Utility Release			
5.	Submit final site landscaping plan for review and approval by the Planning Director prior to installation. Landscaping shall be installed prior to final inspection. <i>24" box</i>	Prior to Final Inspection	Planning
6.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning
7.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards	Prior to Final Inspection	Water Resources

Development Plan Review
RC-03-057
City Council - 3-1-04

~~A-B-4~~
A-B-4 +
Wet Currawong
side or
Javages.



VICINITY MAP
NOT TO SCALE



OCTOBER, 2003



G.G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 WOOD PLAZA DR., SUITE 100, SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 396-7000 • FAX: (916) 396-7601

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Map of Anatolia II Villages 12A & 12B

Council Members, please find above item(s) attached to your agenda packet.

Agenda Item:10



City Council Report

Date: March 1, 2004

Haim Wilcox

Project: Mather Commerce Office Center

File: RC-03-059

Request: Development Plan Review for the renovation of one building and the construction of two new office buildings within the Mather Commerce Center Specific Plan area, within the Office/Commercial Core Area.

Location: Southeast corner of Mather Blvd. and Bleckley Street.

APN: 067-0010-059

Planner: William Campbell, Principal Planner

DEVELOPER:	ARCHITECT:
Reynen and Bardis L.P. 7401 Galilee Road Suite 100 Roseville, Cal 95678	Comstock Johnson Architects 10304 Placer Lane, Suite A Sacramento, Cal. 95827 Attn: Phil Johnson

moved bldgs out to street & parking to rear. campus design featuring cluster around themselves. 50-70' front landscape. "significant enhancement of arrival sequence. not checked out bys that reduce the mass of the entrance."

Staff Recommendation

The City Council determine the existing environmental analysis prepared for the Mather Commerce Center is adequate and approve the design for the Mather Commerce Office Center, subject to the findings and attached development plans and Conditions of Approval.

Background

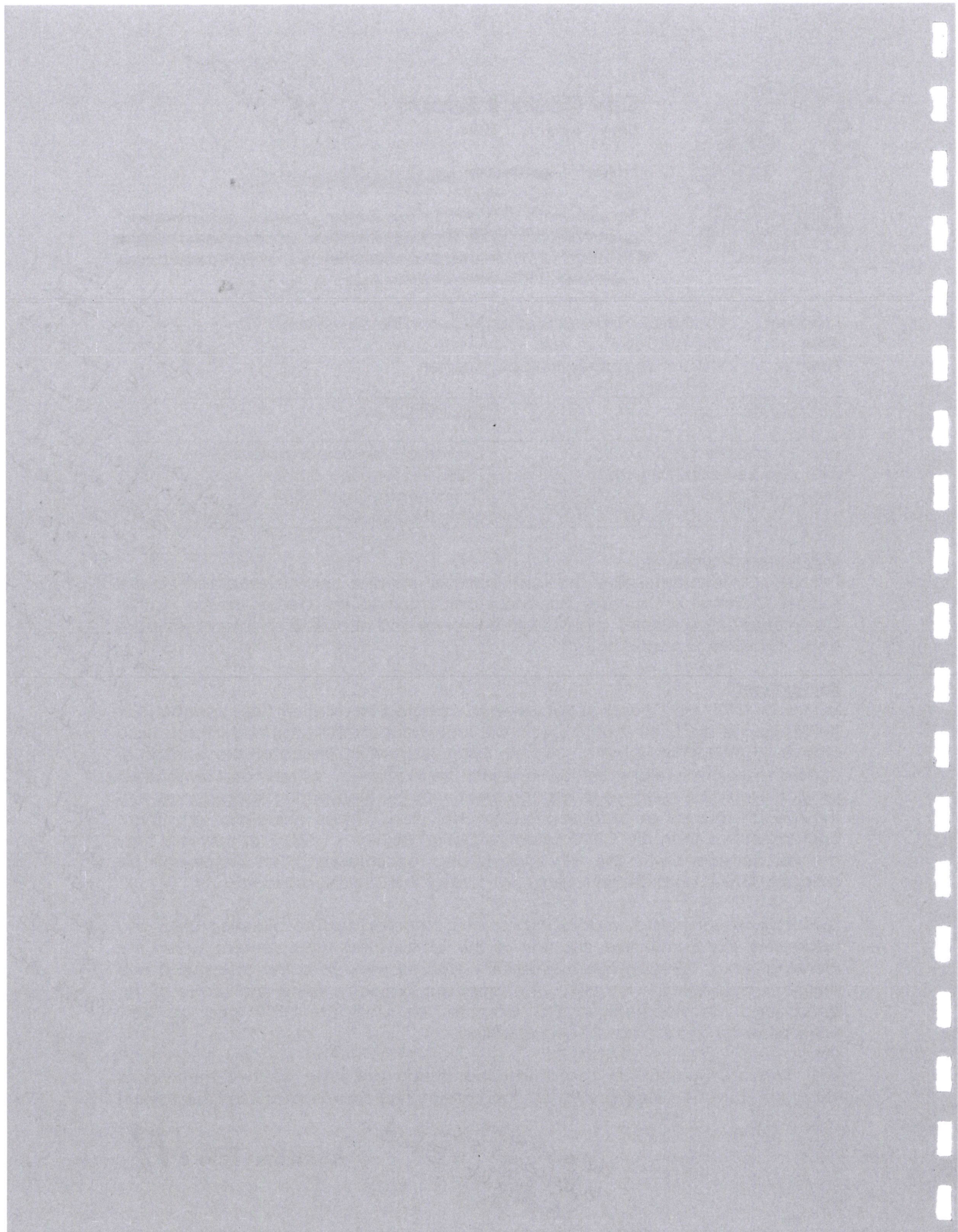
In May of 1997, the County of Sacramento adopted the Mather Field Specific Plan (MFSP) as the land use tool to guide the renovation of the Mather Air Force Base closure. The MFSP provided a Land Use Policy Map which indicated the location of certain types of development allowed with the Plan area. All new and remodeled projects would be required to be consistent with the Plan and in accordance with the design guidelines adopted within the Plan. These guidelines are more comprehensive than the City's adopted Design Review Ordinance, however they are not consistent with the City's processing requirements. This project will be processed using both design tools as provided in the City's Ordinance.

A Master Environmental Impact Report was prepared for the planning area and addressed the cumulative impacts of the anticipated development within the planning area. All subsequent projects would be subject to the assessment and limitation addressed in the EIR. The proposed project is within the scope of the anticipated development in the Campus Area of the MFSP and no new environmental impacts have been identified.

The Planning Commission considered the design package at their meeting of February 12, 2004. Staff presented the project and the architect for the project

no access allowed on Mather Blvd.

AGENDA ITEM # 11



provided additional information to the Commission. The Planning Commission generally felt the project was well designed and the materials and colors would make the building a standout in the area. They did ask questions about open space amenities for employees within the project. The architect explained that patios have been provided between the buildings to provide shaded areas for persons to sit outside on breaks. The applicant indicated opposition to Condition 2, believing that it opened the applicant to unspecified liability. The Planning Commission unanimously approved the project, as submitted with condition 2 unchanged and to forward the project to the City Council.

Land Use Relationships with Adjacent Properties

	<u>General Plan Land Use Designation</u>	<u>Zoning and Community Plan Designations</u>	<u>Existing Land Use</u>
Subject Property	Mather SPA	SPA	Commercial
North	Mather SPA	SPA	Commercial
East	Mather SPA	SPA	Commercial
South	Mather SPA	SPA	Airfield
West	Mather SPA	SPA	Commercial

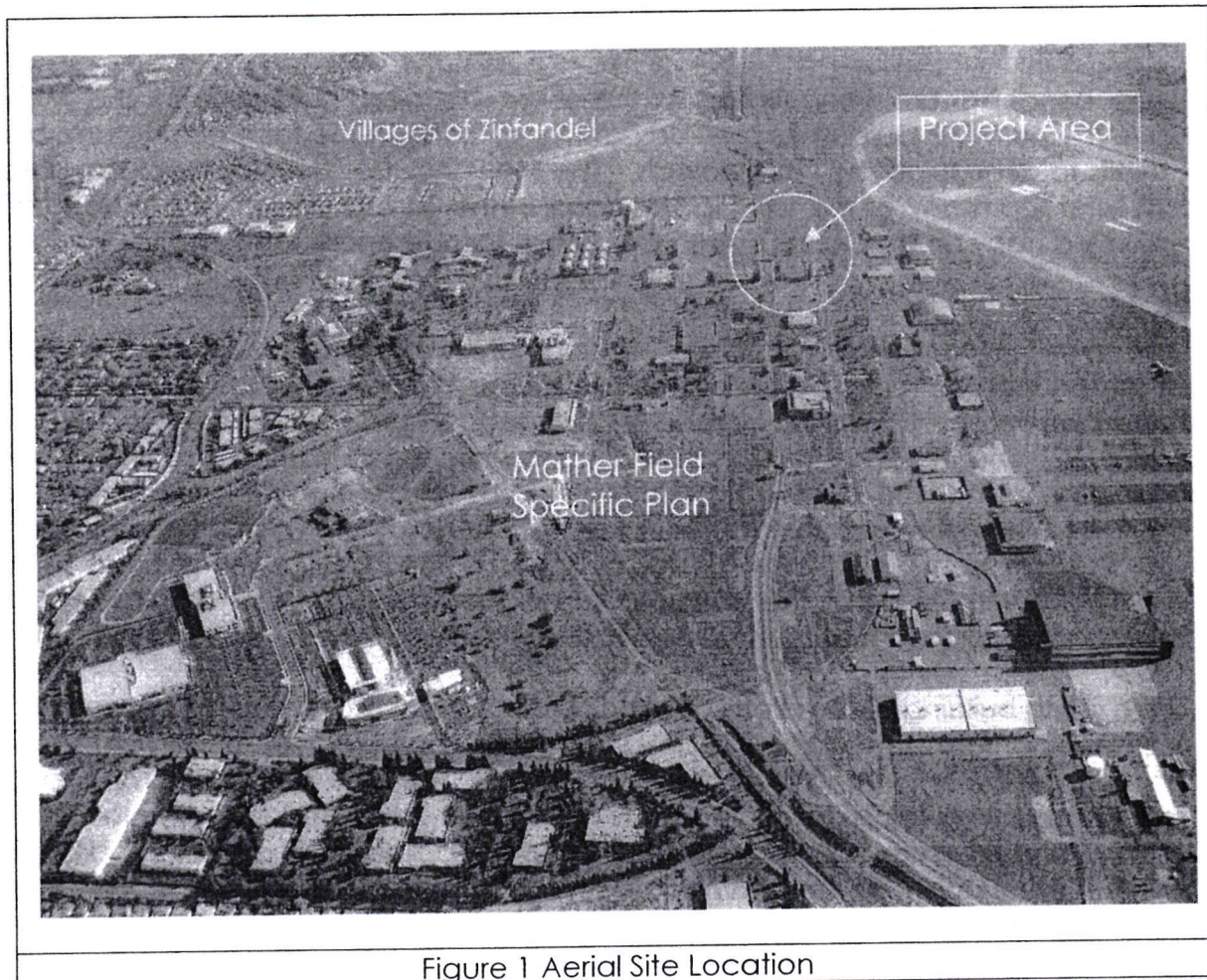


Figure 1 Aerial Site Location

Analysis:

The purpose of the design review process is to promote orderly and harmonious growth within the city. As stated above, the MFSP incorporated detailed design guidelines for renovation and new development and the City's Ordinance incorporated a review process. Staff will analyze the project subject to both the MFSP Guidelines and the Design Concepts which apply to non-residential (commercial, office, industrial, and public/quasi-public) development. The City Design Concepts encourage:

- a) High quality building designs that consist of durable and maintainable materials and that provide and diversity to the community.
- b) Building designs that maintain human scale and interest.
- c) Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.
- d) Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.
- e) Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.
- f) Incorporate quality site design, including landscaping, signage and other elements of site design.

These concepts are very similar to the more detailed guidelines in the MFSP, however the MFSP Guidelines provide additional clarity in the form of diagrams and exhibits to help guide the new projects. The MFSP includes development standards that refer too many of the existing standards in the Zoning Code. Attached to this report is a copy of the Campus Area Guidelines for reference.

Findings

Building A: Within the MFSP, a Development Program was established that allocated development potentials for the various blocks within the Campus Area. The subject property was allocated 96,050 sf and the proposed project is a total of 96,000 sf. The existing 30,000 sf buildings architectural mass is not significantly changing, in that the existing structure will remain single story. The architect has upgraded the exterior materials and finishes of the building to modernize and blend with the two new 33,000 sf two story buildings. The addition of columns to the exterior would help break the horizontal line of the building. New canopy features have been designed to accentuate the entries of the building.

The existing building is consistent with the setbacks from Mather Road, as required in the development standards. The design concept expressed within the MFSP was to encourage building fronting on the main streets, with the support parking to the rear. The new buildings follow the same building line as the existing, with the shared parking and internal circulation system behind the buildings. The existing parking lot will be redesigned to accommodate the new complex. The pedestrian plaza extension would provide a very attractive entry feature from the parking lot.

The architect has selected a range of bronze tones to be used on all the buildings. "Solar Bronze" tinted windows would replace the existing glazing, with "Medium Bronze" anodized aluminum store front frame. The building field will be painted a cream color, with a medium tan base color, and the columns will be a medium topaz. A cultured stone (Carolina Ledge stone) will be applied to the entry columns. The existing building will not have standing metal seam roof features, but the two story buildings will have a "Metallic Copper" colored roof. The architectural form, materials and colors will unify the campus appearance for this block. These buildings will be unique to themselves in the Mather Field Complex, by the use these colors and forms. A color and materials sample has been provided and will be part of the approval exhibit.

New Buildings B and C: The two new buildings are designed with the front setbacks along Mather Road, with the shared parking lot to the south of the campus. Pedestrian links through the parking lot and between buildings tie the proposed project with convenient walkways. The walkways directly connect the office campus to the airfield, immediately to the south for business flights.

The new buildings are two-story with a combination of parapet walls and pitched roof structure. The architectural finishes are consistent with the existing building, and use the same entry form and materials, except they are two-story in mass and volume. The same materials and colors will be used for all buildings.

Conclusion:

The buildings are of a consistent form in the development to compliment the Mather Field Complex. The campus layout is designed to promote the building face on the main street (Mather) and the parking to the rear. Pedestrian access is provided to and from the airport to accommodate the small aircraft business commute.

Environmental Analysis:

The cumulative impacts of development within the Mather Field Specific Plan were addressed in the EIR. This project is within the anticipated frame work of future development as listed in Table 3 of the Specific Plan. The project is not proposing any new impacts and therefore it is consist with the Specific Plan.

Financial Implications to City:

There are no significant cost implications to the City for this development.

Recommended Motion

"I move the City Council approve Resolution 26-2004 for the remodel and new construction of the Mather Office Complex RC-03-059, as supported by the findings in Resolution 26-2004, and subject to the attached Exhibits".

Attachments:

1. Resolution No. 26-2004
2. Exhibit A - Development Plans
3. Exhibit B – Conditions of Approval

RESOLUTION 26-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A DEVELOPMENT PLAN REVIEW
FOR THE MATHER OFFICE COMPLEX
PROJECT # RC-03-059**

WHEREAS, Reynen and Bardis L.P. (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Development Plan Review for the renovation and new construction of the Mather Office Complex buildings; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the Planning Commission reviewed the plans for consistency with the City's adopted Design Review Ordinance and subsequently moved to forward a recommendation of approval to the City Council, on February 12, 2004; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. That the project site was adequately analyzed according to the Guidelines of the California Environmental Quality Act.

Finding:

The project site is in compliance with the California Environmental Quality Act (CEQA).

Evidence: A Master Environmental Impact Report was prepared for the planning area and addressed the cumulative impacts of the anticipated development within the planning area. The proposed project is within the scope of the anticipated development in the Campus Area of the MFSP and no new environmental impacts have been identified.

2. Approve the Development Plan Review subject to the Design Package (see Exhibit A) Conditions of Approval (see Exhibit B) and the following Findings:

Findings:

- a) High quality building designs that consist of durable and maintainable materials and that provide visual interest and diversity to the community.
- b) Building designs that maintain human scale and interest.
- c) Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.

- d) Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.
- e) Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.
- f) Incorporate quality site design, including landscaping, signage and other elements of site design.

Evidence The following justifies the findings above:

Building A: The existing 30,000 sf buildings architectural mass is not significantly changing, in that the existing structure will remain single story. The architect has upgraded the exterior materials and finishes of the building to modernize and blend with the two new 33,000 sf two story buildings. The addition of columns to the exterior would help break the horizontal line of the building. New canopy features have been designed to accentuate the entries of the building.

The existing building is consistent with the setbacks from Mather Road, as required in the development standards. The design concept expressed within the MFSP was to encourage building fronting on the main streets, with the support parking to the rear. The new buildings follow the same building line as the existing, with the shared parking and internal circulation system behind the buildings. The existing parking lot will be redesigned to accommodate the new complex. The pedestrian plaza extension would provide a very attractive entry feature from the parking lot.

The architect has selected a range of bronze tones to be used on all the buildings. "Solar Bronze" tinted windows would replace the existing glazing, with "Medium Bronze" anodized aluminum store front frame. The building field will be painted a cream color, with a medium tan base color, and the columns will be a medium topaz. A cultured stone (Carolina LedgeStone) will be applied to the entry columns. The existing building will not have standing metal seam roof features, but the two story buildings will have a "Metallic Copper" colored roof. The architectural form, materials and colors will unify the campus appearance for this block. These buildings will be unique to themselves in the Mather Field Complex, by the use these colors and forms. A color and materials sample has been provided and will be part of the approval exhibit.

New Buildings B and C: The two new buildings are designed with the front setbacks along Mather Road, with the shared parking lot to the south of the campus. Pedestrian links through the parking lot and between buildings tie the proposed project with convenient walkways. The walkways directly connect the office campus to the airfield, immediately to the south for business flights.

The new buildings are two-story with a combination of parapet walls and pitched roof structure. The architectural finishes are consistent with the existing building, and use the same entry form and materials, except they are two-story in mass and volume. The same materials and colors will be used for all buildings.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the
1st day of March, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK

Exhibit B: Design Review Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
1.	The project shall be constructed in substantial compliance with the approved plans (Exhibit A) adopted by the City Council.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The building shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permits	Planning	
4.	On site fire protection devices, hydrants, and adequate water supply shall be installed and approved by the Metro Fire, prior to combustible materials stored on site.	Prior to Building Permits	Metro Fire	
	Prior to Issuance of Occupancy Permit			
5.	An inspection of the finished building and site plan changes shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	

Exhibit B: Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
6.	Install final site landscaping according to the approved plan. The total site landscaping shall be installed and accepted by the Planning Director, prior to occupancy of Building A, B or C.	Prior to Final Inspection	Planning	
7.	Obtain appropriate permits from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards	Prior to Final Inspection	Water Resources- Drainage	

**The exhibit (s) or
attachment (s) for this item
is (are) on file in the City
Clerk's Office for review by
the public.**

Site Plan, Elevations, Floor Plans

**Council Members, please
find above item(s) attached
to your agenda packet.**

Agenda Item:11

Memorandum



Date: March 1, 2004

To: Honorable City Council
Ted Gaebler, City Manager

From: Gene Albaugh, Director of Finance/Treasurer

Gene Albaugh

Subject: Participation in Public Employee's Retirement System (PERS)

Recommendation: Approve City Resolution 29-2004, a Resolution of Intent, to Contract with the Board of Administration of the California Public Employees Retirement System to provide the 2% @ 55 Formula for an employee's retirement system.

Background: Last summer, your Council authorized the submittal of an application to the PERS for a required actuarial study with the intent of entering the PERS as the retirement system for city employees. The New Agency Actuarial Valuation as of October 31, 2003 for the Miscellaneous Plan, 2% @ 55 Full Formula, 100% Prior Service was completed that month. A summary of major provisions of the plan is attached as Exhibit A.

Your approval of this Resolution will initiate several additional steps leading to the future adoption of a contract with the PERS. A draft copy of the contract is provided and attached as Exhibit B.

Fiscal Impact: City employees covered by the 2% @ 55 formula contribute 7% of reportable earnings. Many cities and counties pay the employee's contribution on their behalf. In addition, the City also contributes toward the cost of this benefit.

95-100%

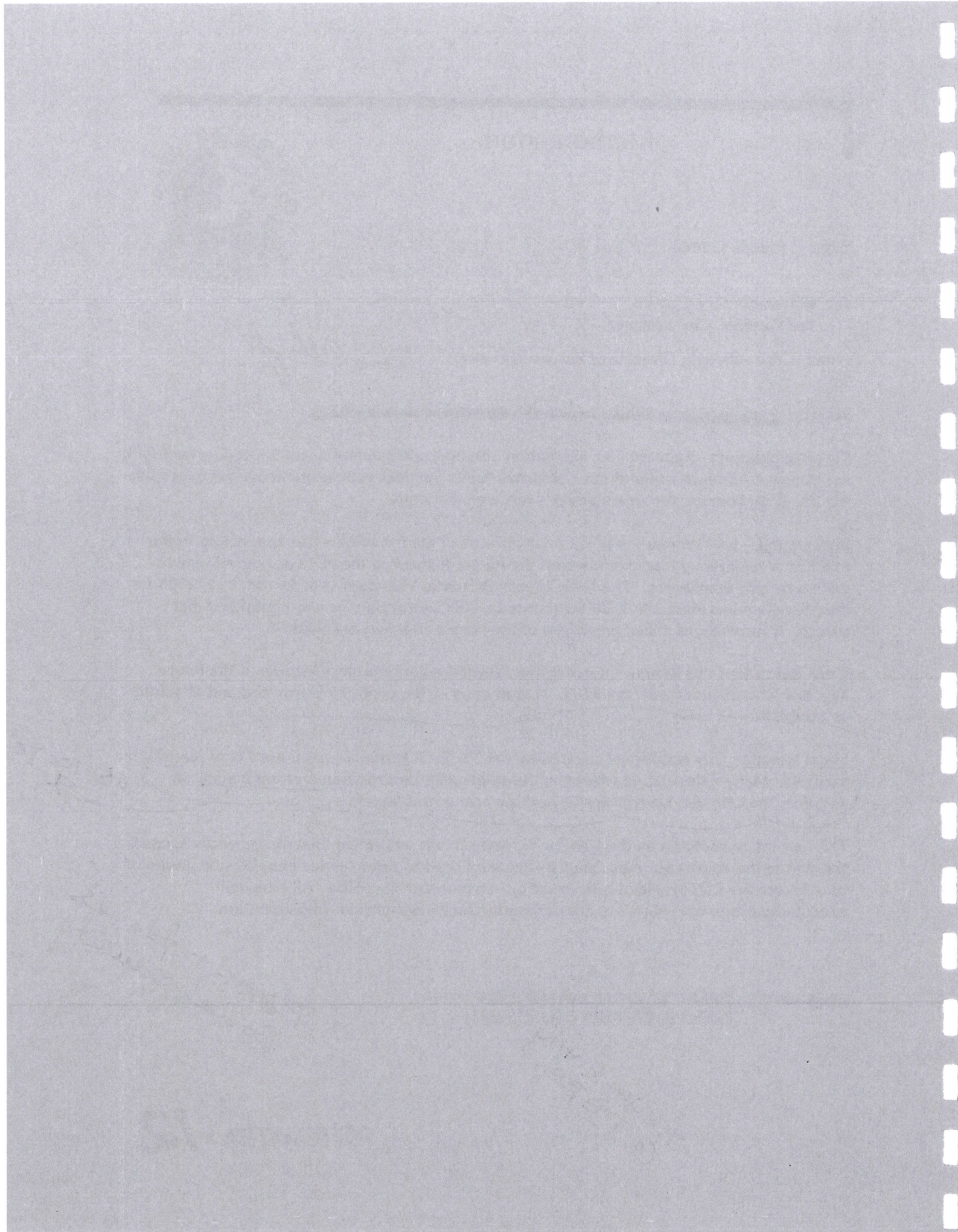
The amount contributed by the City for current service retirement benefits generally exceeds the cost to the employee. Also, the City bears full cost of prior service benefits (the period of time before the City provided retirement coverage under the PERS). All employer contribution rates are subject to adjustment by the PERS Board of Administration.

Attachments: Exhibit A, Summary of Major Provisions
Exhibit B, CALPERS Draft Contract

*PERS replaces
social security*

*Kevin Murphy
@ PERS.*

AGENDA ITEM # **12**



CITY OF RANCHO CORDOVA

RESOLUTION NO. 29-2004

RESOLUTION OF INTENTION

**TO APPROVE A CONTRACT BETWEEN THE BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies in the Public Employees' Retirement System, making their employees members of said System, and sets forth the procedure by which participation may be accomplished; and

WHEREAS, one of the steps required in the procedure is the adoption by the governing body of the public agency of a resolution giving notice of intention to approve a contract for such participation of said agency in the Public Employees' Retirement System, which resolution shall contain a summary of the major provisions of the proposed retirement plan; and

WHEREAS, attached is a summary of the major provisions of the proposed plan;

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the above agency gives, and it does hereby give notice of intention to approve a contract between said governing body and the Board of Administration of the Public Employees' Retirement System, providing for participation of said agency in said retirement system, a copy of said contract and a copy of the summary of the major provisions of the proposed plan being attached hereto, as an "Exhibit", and by this reference made a part hereof.

ADOPTED, THIS 1st day of March, 2004 by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

By: _____
Linda Budge, Mayor

ATTEST:

By: _____
Lillian Hare, City Clerk

C

EXHIBIT B

California
Public Employees' Retirement System



CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Rancho Cordova



In consideration of the covenants and agreement hereafter contained and on the part of both parties to be kept and performed, the governing body of above public agency, hereafter referred to as "Public Agency", and the Board of Administration, Public Employees' Retirement System, hereafter referred to as "Board", hereby agree as follows:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after _____ making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

- a. Employees other than local safety members (herein referred to as local miscellaneous members).

4. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

- a. SAFETY EMPLOYEES.**

5. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

6. Public Agency elects to be subject to the following optional provisions:

- a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).

7. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

8. Public Agency shall also contribute to said Retirement System as follows:

- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
9. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
10. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF RANCHO CORDOVA

BY _____
KENNETH W. MARZION, CHIEF
ACTUARIAL & EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Division

Public Agency Contract Services

(888) CalPERS (225-7377)

Exhibit A

SUMMARY OF MAJOR PROVISIONS

2% @ 55 Formula (Section 21354)

Local Miscellaneous Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 55. If retirement is earlier than age 55, the percentage of final compensation decreases for each quarter year of attained age to 1.426% at age 50. If retirement is deferred beyond age 55, the percentage of final compensation increases for each quarter year of attained age to 2.418% at age 63.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

DISABILITY RETIREMENT

Members permanently incapacitated from performing their duties are eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement, the member will receive the higher allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

If provided by the employer's contract, members permanently incapacitated from performing their duties as a result of a job-related injury or illness may receive 50% of their final compensation (or more by additional contract provisions). The industrial disability retirement allowance for members who entered membership in a miscellaneous category after January 1, 1980, cannot exceed the amount that would be payable for a service retirement if employment had continued to age 63. This limit may not apply if the member was disabled because of a direct violent act upon their person or as a result of hazardous and dangerous duty required for the position. If the member is eligible for service retirement, the service retirement allowance is payable if greater than the industrial disability retirement allowance.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security). A surviving spouse and eligible children may receive a monthly allowance as determine by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Optional Settlement 2 Death Benefit: (If provided by the employer's contract.) The spouse of a deceased member, who was eligible to retire for service at the time of death, may to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse.

COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

DEATH AFTER RETIREMENT

The lump sum death benefit is \$500 (or \$600, \$2,000, \$3,000, \$4,000 or \$5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

EMPLOYEE CONTRIBUTIONS

Miscellaneous members covered by the 2% @ 55 formula contribute 7% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first \$133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.