



CITY COUNCIL AGENDA
Regular City Council Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
April 5, 2004
6:30 P.M.

Call to Order

Metro Cable TV Telecast Announcement

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

Pledge of Allegiance

Invocation

1. Marina Silver, Member of the Spiritual Assembly of the Baha'is of Rancho Cordova

Presentations

2. International Building Safety Week Proclamation (April 4-10)

Consent Calendar

3. **Subject:** Adoption of General Plan Cost Recovery Fee – Adoption of Resolution imposing fees on future building permits within the City to collect funds for the City's General Plan Update

Recommendation: Adopt Resolution 39-2004.

4. **Subject:** SACOG Community Design Grant Applications – Adoption of a Resolution authorizing and directing staff to submit applications to the Sacramento Area Council of Governments (SACOG) for Community Design Grants for the following projects: Incorporation of Smart Growth concepts within the City's General Plan Update; Preparation of an Improvement Plan/Economic Development Plan for the Mervyn's/Target/Ross Shopping Centers; Project construction funding for the Cordova City Center project.

Recommendation: Adopt Resolution 40-2004.

5. **Subject:** Approval of the Final Map of Anatolia II Village 10, Subdivision No. 01-0385.3; JTS Communities Inc., a California Corporation; resolution and agreement for public improvements
Recommendation: Adopt Resolution 41-2004 approving Final Map and agreement for public improvements.
6. **Subject:** Approval of the Final Map of Anatolia II Village 13, Subdivision No. 01-0385.3, JTS Communities Inc., a California Corporation; resolution and agreement for public improvements.
Recommendation: Adopt Resolution 42-2004 approving Final Map and agreement for public improvements.
7. **Subject:** Ordinance 7-2004 Amending Chapter 4.22 "Cardrooms" of the Rancho Cordova Municipal Code
Recommendation: Waive the second reading and adopt Ordinance 7-2004. **(Roll Call Vote)**
8. **Subject:** Ordinance 10-2004 Authorizing a Contract between the City of Rancho Cordova and the Board of Administration of the California Public Employees' Retirement System, allowing City Employees to be a part of the Retirement System
Recommendation: Waive the second reading and adopt Ordinance 10-2004. **(Roll Call Vote)**
9. **Subject:** Ordinance 8-2004 Amending Sections 4.02.095, 16.18.204, and 16.22.205 "Relating to Hearing Authorities" and Adding Section 1.01.200, "Assignment of Hearing Responsibilities" to the Rancho Cordova Municipal Code
Recommendation: Waive the second reading and adopt Ordinance 8-2004. **(Roll Call Vote)**
10. **Subject:** Resolution of the City Council of the City of Rancho Cordova Revising the City's Statement of Investment Policy to comply with AB 2220 which revises the maximum maturity period for purchase of banker's acceptance from 270 days to 180 days and revises the maximum period for the purchase of commercial paper from 180 days to 270 days.
Recommendation: Adopt Resolution 43-2004 revising the Statement of Investment Policy.
11. **Treasurer's Report:** Treasurer's Report for month ending February 29, 2004
Recommendation: Receive and file the report.

Oral Communications

12. 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 that point on the agenda. 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 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.

AT THIS POINT in the meeting, a brief recess will be held in honor of the birthdays of Mayor Pro Tempore Ken Cooley and Mayor Linda Budge. Please join us for cake.

Public Hearings

13. **Subject:** Fiscal Year 2004/2005 Budget - this public hearing is to provide the public an opportunity to present their suggestions for funding
Recommendation: Receive public recommendations on projects/programs for next fiscal year budget.
14. **Subject:** Plan Mather Get System RC-04-073 Development Review – Adoption of a Resolution approving Design Review for a water treatment facility and the support building, located in the South Sunrise SPA, supported by the findings in the staff report and the subject to the attached Conditions of Approval
Recommendation: Adopt Resolution 44-2004.
15. **Subject:** Building Code Ordinance Amendment Introduction
Recommendation: Introduce Ordinance 11-2004 for first reading and waive reading of the body of the ordinance. (THIS ITEM WILL BE CONTINUED TO APRIL 19 FOR ACTION)

Regular Calendar Items

16. **Subject:** El Dorado Hills City Incorporation Committee Presentation
Recommendation: Direct staff as deemed appropriate.
17. **Subject:** Consideration and discussion of proposed amendments adding protections to the City's revenues related to the Transient Occupancy Tax Ordinance
Recommendation: Introduce Ordinance 12-2004 for first reading and waive reading of the body of the ordinance. **(Roll Call Vote)**

18. **Subject:** Amendment of City Specific Plan Ordinance – A study session to consider changes to the City's procedures for the review of Specific Plans; revised procedures will facilitate review of the Sunrise Douglas II Specific Plan and the Rio del Oro project, as well as future Specific Plans

Recommendation: Consider staff's presentation and provide direction on whether to proceed with amending the City's specific plan review procedures.

19. **Subject:** MOU to use the City of Sacramento's Permanent Household Hazardous Waste Collection Facility

Recommendation: Approve an agreement between the City of Rancho Cordova and the City of Sacramento for participation at the Permanent Household Hazardous Waste Collection Facility.

Council Reports

Written Correspondence

20. Folsom Cordova Schools Foundation position paper on retaining the "Birth & Beyond Program"

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

**Tuesday, April 13, 2004 – Study Session on General Plan Process/Urban
Design Workshop Report**

Monday, April 19, 2004 – Regular City Council Meeting

Monday, May 3, 2004 – Regular City Council Meeting

Tuesday, May 11, 2004 – Study Session (Subject to be determined)

Monday, May 17, 2004 – Regular City Council Meeting

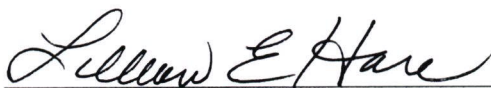
Tonight's meeting of the Rancho Cordova City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety. Tune to Metro Cable Channel 14, for playback times. The city does not control scheduling of this telecast and persons interested in 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 April 5, 2004 regular meeting of the Rancho Cordova City Council was posted on April 2, 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 2nd day of April 2004 at Rancho Cordova, California.

A handwritten signature in cursive script, reading "Lillian E. Hare", written in black ink over a horizontal line.

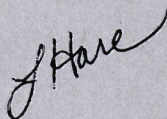
Lillian E. Hare, City Clerk

Memorandum

Date: April 5, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk



Subject: Adoption of General Plan Cost Recovery Fee Resolution

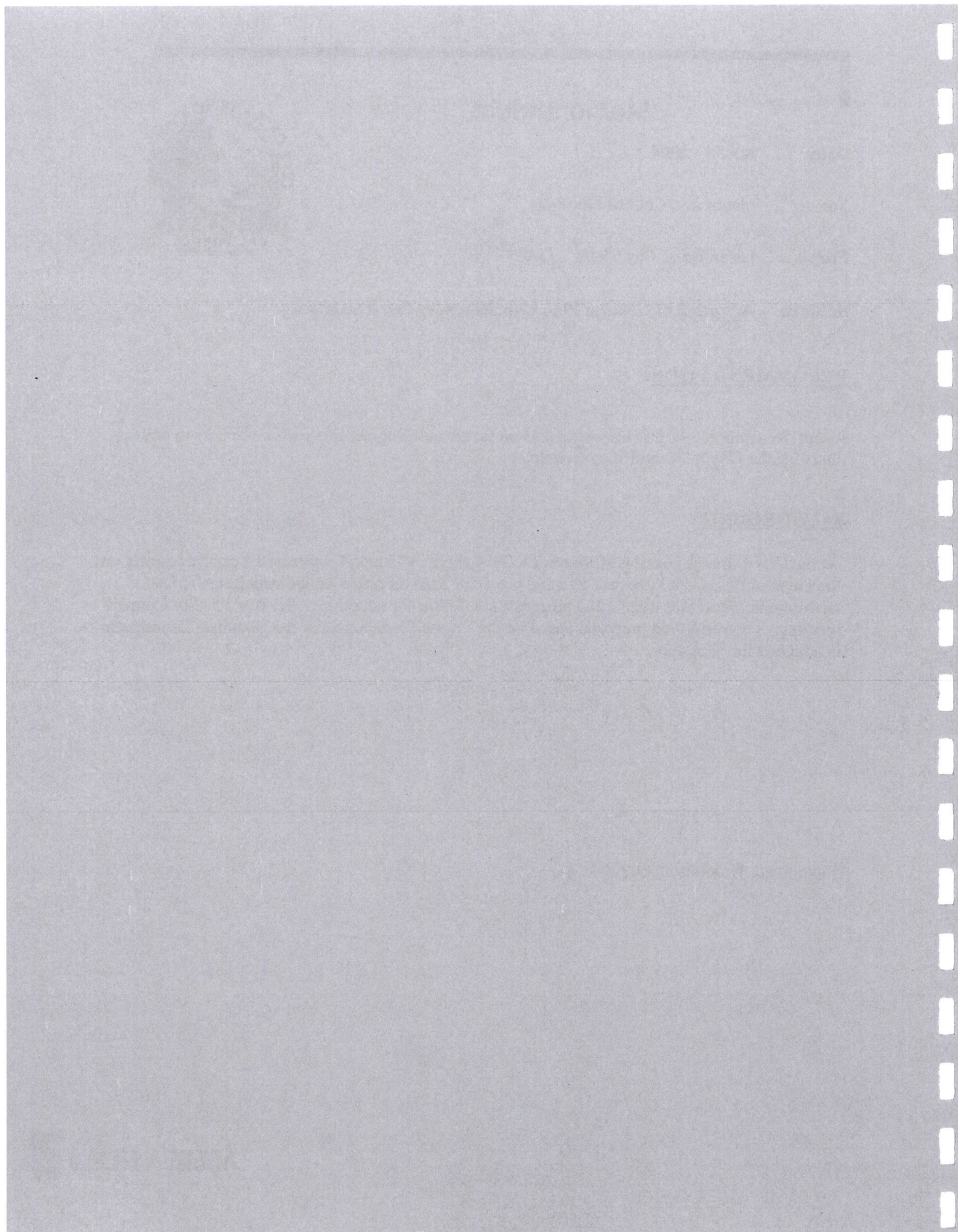
RECOMMENDATION:

Adopt Resolution 39-2004 imposing fees on future building permits within the City to collect funds for the City's General Plan Update.

BACKGROUND:

At the City Council meeting of March 15, 2004 the City Council conducted a public hearing on the General Plan Cost Recovery Fee and provided final direction on fee structure and fee exemptions. Staff was directed to prepare a resolution for adoption at the April 5 City Council meeting. The resolution prepared based on the Council's direction by the Planning Department is attached for adoption.

Attachment: Resolution 39-2004



RESOLUTION NO. 39-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A GENERAL PLAN COST RECOVERY FEE**

WHEREAS, the City of rancho Cordova, incorporated on July 1, 2003 within the State of California, is legally obligated to adopt a revised General Plan within 30 months of incorporation; and

WHEREAS, 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, including a city's General Plan and associated elements and reports; and

WHEREAS, the City has prepared a General Plan Cost Recovery Fee Study (Exhibit "A") that establishes the anticipated cost of General Plan preparation, adoption and maintenance to be \$2,225,000, and that such costs would occur over a period of ten (10) years, commencing on January 1, 2004; and

WHEREAS, the City Council has determined that the benefits of the revised General Plan shall accrue to property owners and developers seeking changes in approved or existing land uses, or property owners or developers seeking authorization for new construction within the City of Rancho Cordova; and

WHEREAS, absent the General Plan Fee authorized and established by this resolution, the City will bear the costs associated with revising the General Plan and associated elements and reports; and

WHEREAS, the City has held informal community presentations regarding this proposed Fee on February 19, 2004 and on March 9, 2004, and held a noticed public hearing before the City Council of the City of Rancho Cordova regarding this fee on March 15, 2004; and

WHEREAS, at least 14 days prior to the public hearing at which this resolution was considered, notice of the time and place of the hearing was mailed to eligible interested parties who filed written requests with the City for mailed notice of meetings on new or increased fees or service charges; and

WHEREAS, Exhibit A was available for public review and comment for ten days prior to the public hearing at which this resolution was considered; and

WHEREAS, 10 days advance notice of the public hearing at which this resolution was considered was given by publication.

FINDINGS

The City Council of the City of Rancho Cordova finds as follows:

A. The purpose of the Fee set forth in this resolution is to recover up to the full recoverable costs incurred by the City in preparing the City's General Plan, related elements and reports and associated environmental documents.

B. After consideration of Exhibit A, the testimony received at the noticed public hearing, the agenda report, the background documents to the agenda report, and all correspondence received, the City Council of the City of Rancho Cordova concludes that developers and property owners seeking to obtain entitlements benefit from the adoption and regular updating of a legally adequate general plan.

C. Adoption of the revised Fee set forth in this resolution, as it relates to services provided by the City to developers and property owners seeking to exercise entitlements, is intended to recover costs to prepare and update the general plan, consistency with which is a necessary component of those services.

D. The documents and testimony presented supporting this resolution establish the costs listed in Exhibit A as a reasonable estimate of those costs anticipated to be incurred by the City in preparing the general plan and environmental impact report, and reasonably and fairly apportion those costs. The revised Fee recommended is necessary to recover the reasonable cost of preparing the general plan.

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

1. The City shall charge a General Plan Fee, consistent with the provisions and assumptions in Exhibit "A".
2. The General Plan Fee shall be assessed based on a percentage of building permit valuations in an amount as further provided in Exhibit "A" or as amended by the City Council at a future date, and shall be collected prior to issuance of building permits for projects subject to the General Plan Fee.
3. The City Council shall annually review the General Plan Fee and shall make adjustments to the Fee as appropriate, depending on actual costs of General Plan preparation and the future rate of development.
4. Improvements upon properties containing an existing single family dwelling shall be exempt from this Fee so long as no new dwelling is constructed and so long as the improvements proposed to an existing residential dwelling are valued at less than fifty (50) percent of the value of the existing structure.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of April, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK

Memorandum

Date: April 5, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk

L Hare



Subject: SACOG COMMUNITY DESIGN GRANT APPLICATIONS

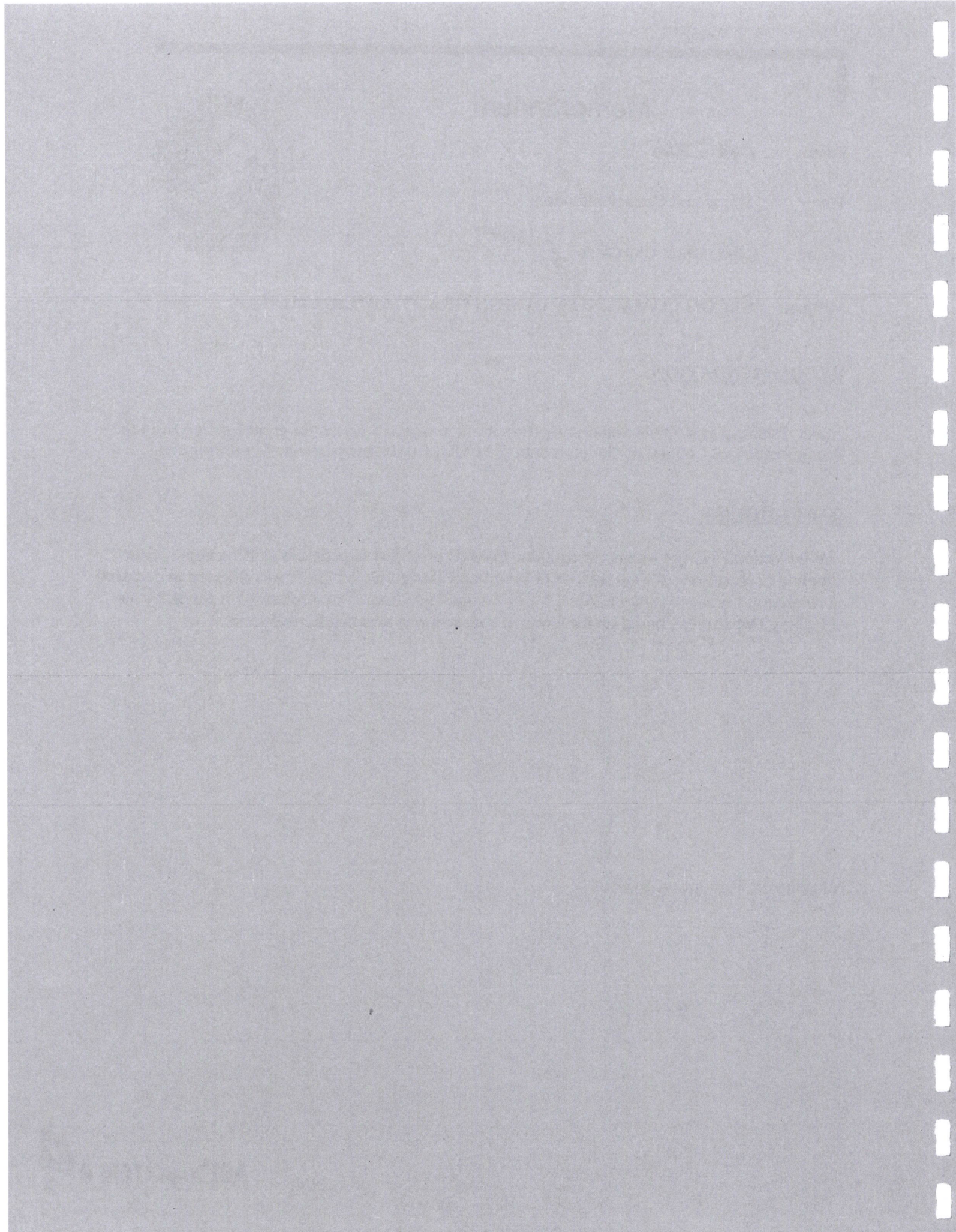
RECOMMENDATION:

Adopt Resolution 40-2004 authorizing the submittal of applications for grant funding from the Sacramento Area Council of Governments (SACOG) Community Design Grant Program.

BACKGROUND:

At the March 15 City Council meeting the Council provided direction to staff on appropriate funding request items for the SACOG Community Design Grant. Staff was directed to prepared a resolution for adoption at the April 5 City Council meeting. The resolution prepared, by the Planning Department, based on the Council's direction is attached for adoption.

Attachment: Resolution 40-2004



RESOLUTION NO. 40-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE SUBMITTAL OF APPLICATION FOR GRANT FUNDING
FROM THE SACRAMENTO AREA COUNCIL OF GOVERNMENT
COMMUNITY DESIGN PROGRAM**

WHEREAS, the City Council of Rancho Cordova desires to promote the improvement of existing neighborhoods and development of new land uses within the incorporated areas of the City utilizing smart growth and transit oriented development planning principles; and

WHEREAS, the City Council supports the smart growth and transit oriented development principles of the Community Design Program, including transportation choices, compact development, mixed-use development, use of existing assets, housing diversity, site design and environmental conservation; and

WHEREAS, in order to implement the principles the City Council desires to seek grant funding from the Community Design Program for three projects, the Cordova City Center, the General Plan update and the Folsom Boulevard Improvements to study the area known as the Mervyn's/Target/Ross centers.

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

1. The staff of the City of Rancho Cordova is hereby authorized to submit applications for grant funding from the Sacramento Area Council of Government's Community Design Program, as follows:
 - A. Cordova City Center transit oriented improvements plan in the amount of \$2,200,000; and
 - B. General Plan update to incorporate smart growth and transit oriented development principles in the amount of \$150,000; and
 - C. Folsom Boulevard Improvements at the Mervyn's/Target/Ross centers in the amount of \$250,000

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of April, 2004.

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK

Memorandum



Agenda date: April 5, 2004
Consent item

TO: Honorable City Council
FROM: Cyrus Abhar, City Engineer CA
SUBJECT: ANATOLIA II VILLAGE 10 (117 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia II Village 10 subdivision, located 820 feet west of Jaeger Road and approximately 4,390 feet south of Douglas Road.

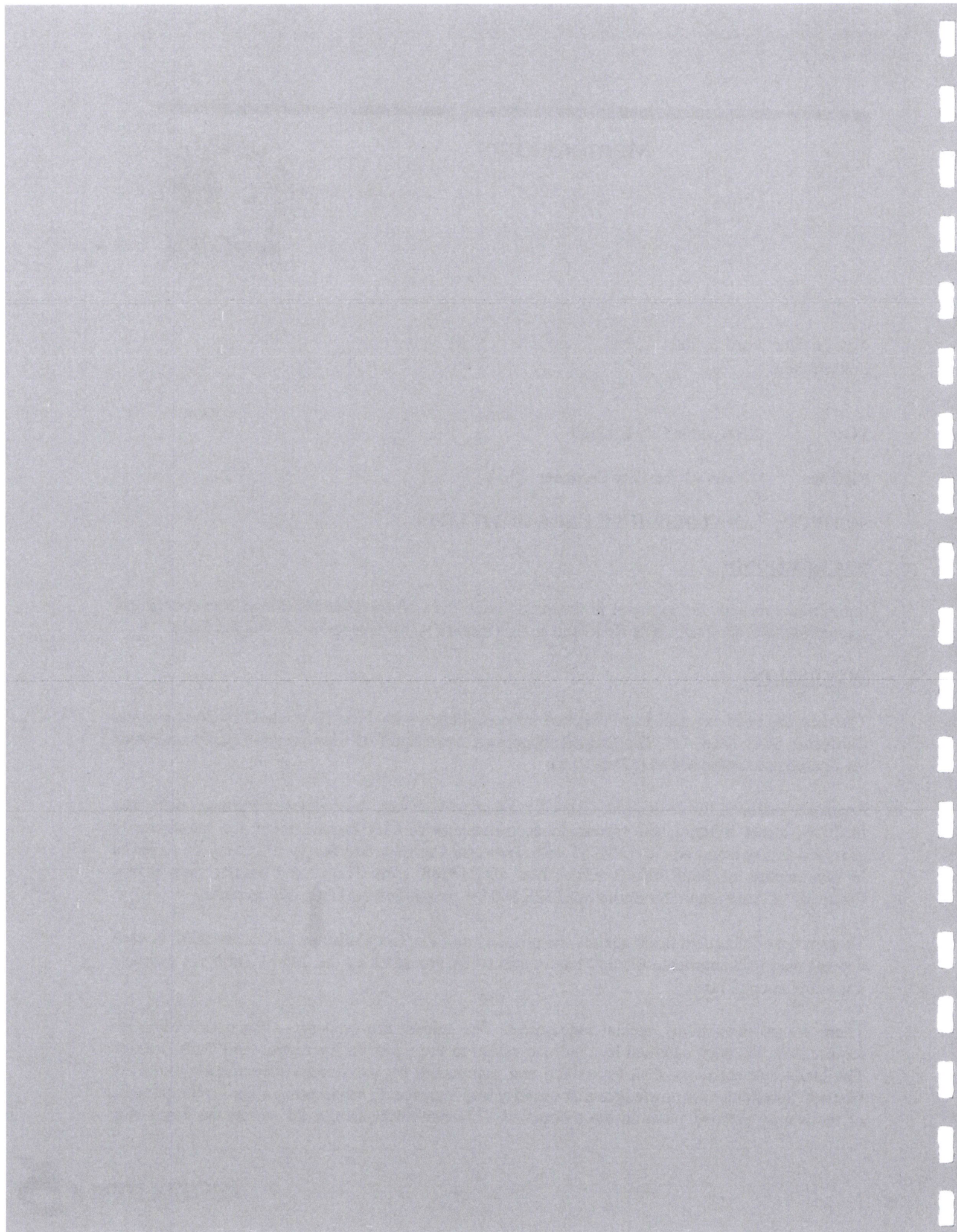
DISCUSSION:

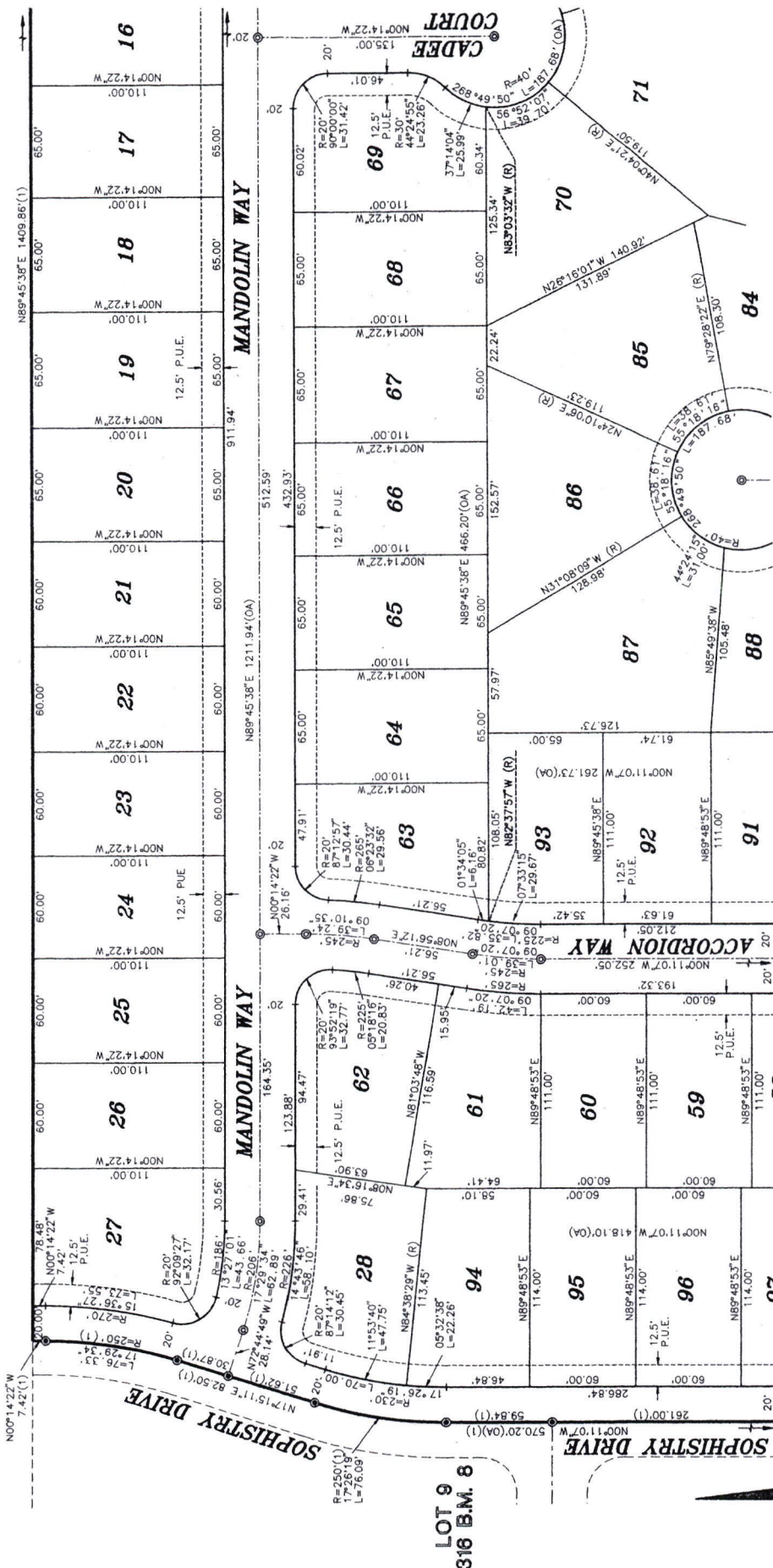
The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on May 12, 2003.

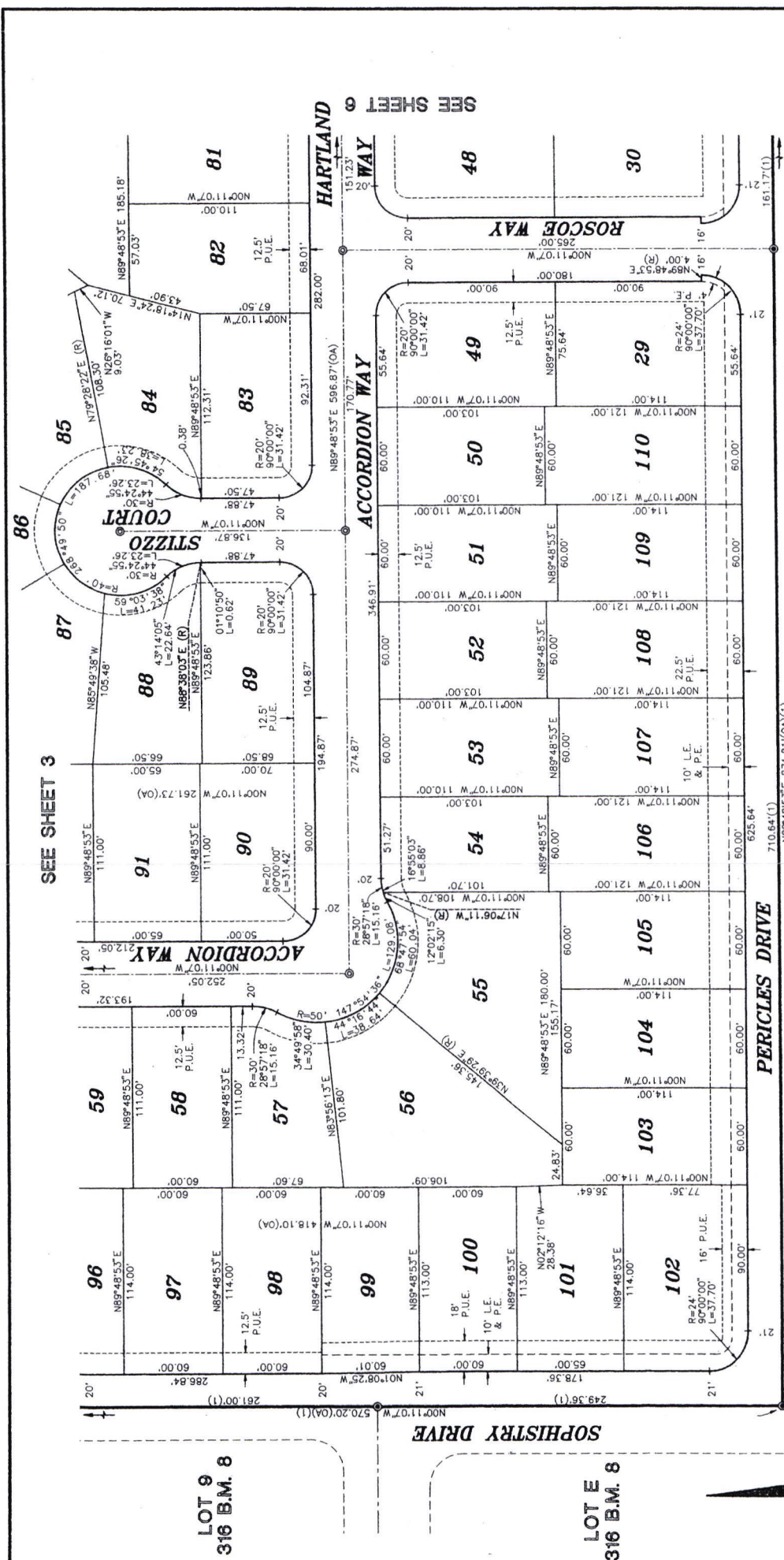
Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 104244288 with Travelers Casualty and Surety Company of America in the amount of \$828,800.00. Bond No. 104244288 with Travelers Casualty and Surety Company of America in the amount of \$828,800.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. A cash deposit paid to Sacramento County 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



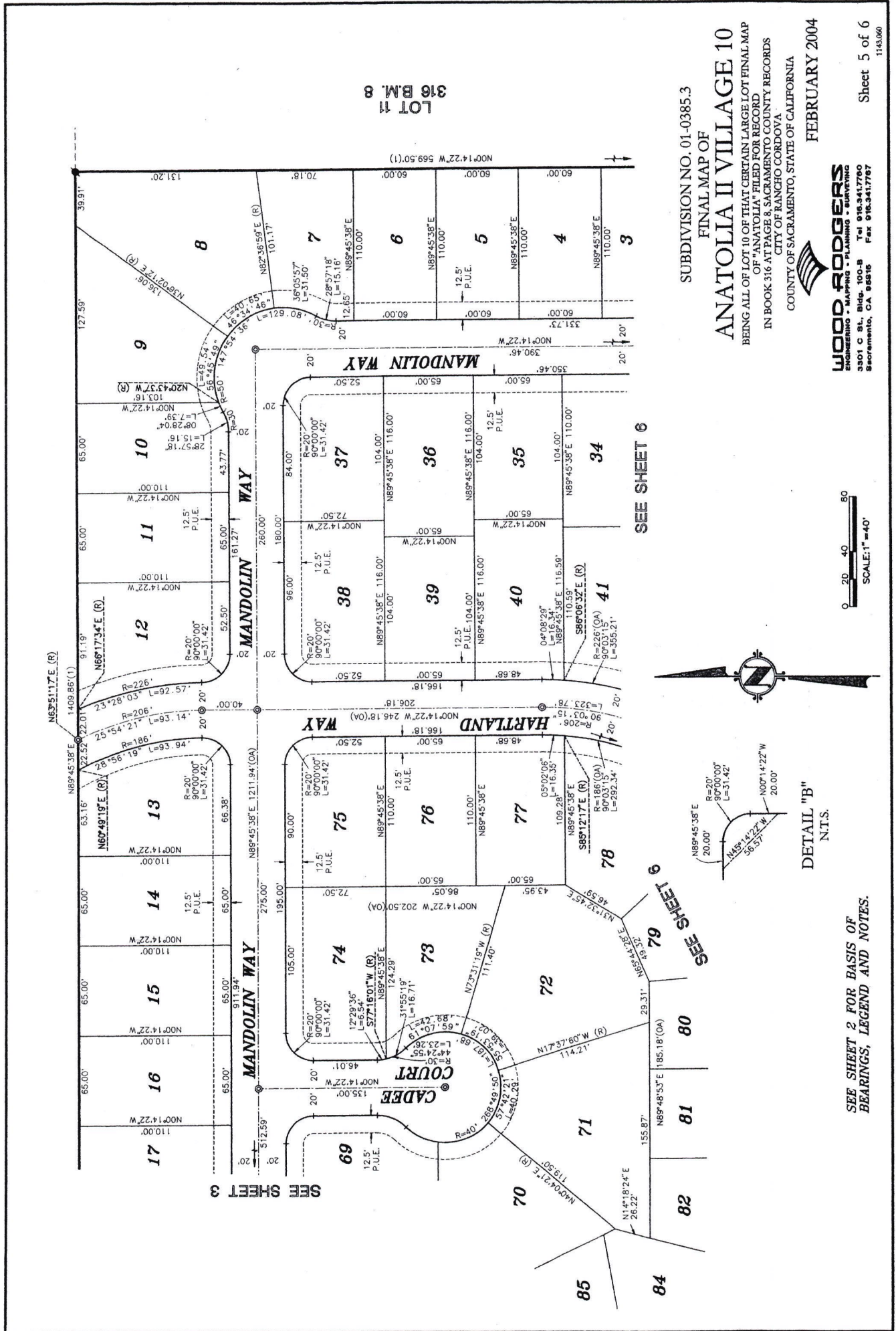




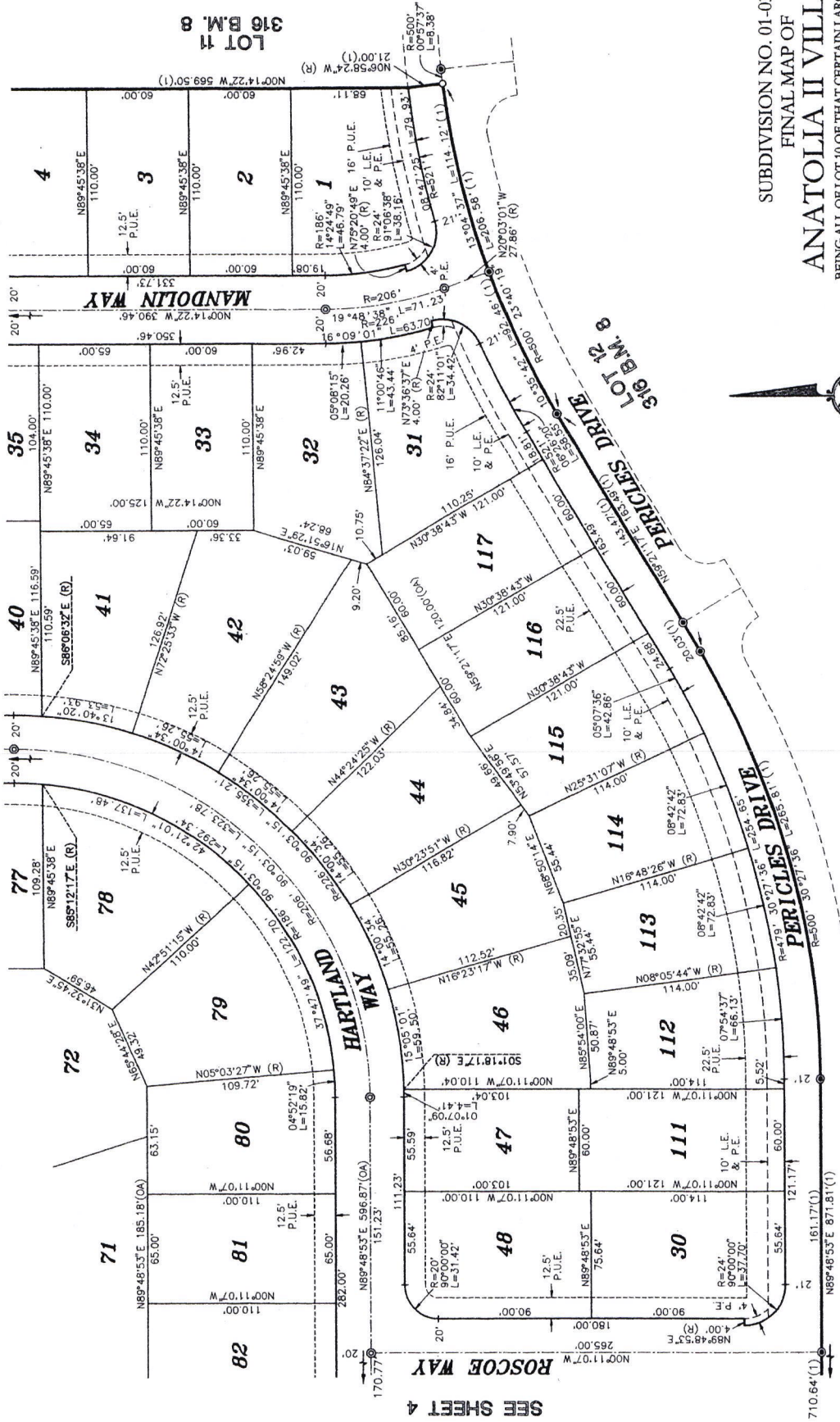
SUBDIVISION NO. 01-0385.3
 FINAL MAP OF
ANATOLIA II VILLAGE 10
 BEING ALL OF LOT 10 OF THAT CERTAIN LARGE LOT FINAL MAP
 OF "ANATOLIA" FILED FOR RECORD
 IN BOOK 316 AT PAGE 8, SACRAMENTO COUNTY RECORDS
 CITY OF RANCHO CORDOVA
 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
FEBRUARY 2004

WOOD RODGERS
 ENGINEERING - MAPPING - PLANNING - SURVEYING
 3301 G ST., Bldg. 100-B
 Sacramento, CA 95816
 Tel 916.341.7780
 Fax 916.341.7787

SEE SHEET 2 FOR BASIS OF
 BEARINGS, LEGEND AND NOTES.



SEE SHEET 5



SEE SHEET 4

SUBDIVISION NO. 01-0385.3

FINAL MAP OF

ANATOLIA II VILLAGE 10

BEING ALL OF LOT 10 OF THAT CERTAIN LARGE LOT FINAL MAP
OF "ANATOLIA" FILED FOR RECORD
IN BOOK 316 AT PAGE 8, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

FEBRUARY 2004



WOOD RODGERS
ENGINEERING, INC.
SURVEYING • PLANNING • ENGINEERING
3301 C St., Suite 100-5 Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767



0 20 40 80
SCALE: 1" = 40'

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND AND NOTES.

LOT 12
316 B.M. 8

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. 01-
0385.3 FINAL MAP OF ANATOLIA II VILLAGE 10**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **JTS Communities Inc., a California Corporation** and the subdivision designated as **Anatolia II Village 10** 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.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the _____ day of _____ of 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor
City of Rancho Cordova

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **JTS COMMUNITIES, INC., 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 **SUBDIVISION NO 01-0385.3 FINAL MAP OF ANATOLIA II VILLAGE 10**, 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 **EIGHT HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED AND NO/100**

(\$882,800.00). 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

JTS COMMUNITIES,
A CALIFORNIA CORPORATION

Vikki Holt

BY: Vikki Holt

TITLE: Treasurer

a:\im_sec.agr

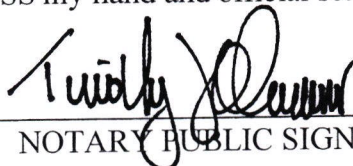
STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

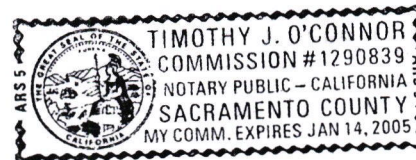
On MARCH 4, 2004 before me, TIMOTHY J. O'CONNOR
DATE

Personally appeared, VIKKI HOLT

personally known to me (or 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.

 (SEAL)
NOTARY PUBLIC SIGNATURE



STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____
DATE

Personally appeared, _____

personally known to me (or 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.

NOTARY PUBLIC SIGNATURE (SEAL)

RECORDING REQUESTED BY:

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:

Name JTS COMMUNITIES, INC.

Street Address 401 WATT AVENUE

City, State, Zip SACRAMENTO, CA 95864

=====

CERTIFICATE OF OFFICIAL REDEEMING OFFICER,
TAX COLLECTOR OF THE COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
FOR

ASSESSOR PARCEL NUMBER(S)

067-0430-010-000

Paid through tax year: _____

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 16th day of March, 2004.

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

BY: Carolyn Watson
Deputy

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

JTS COMMUNITIES INC., A CALIFORNIA CORPORATION

ANATOLIA II VILLAGE 10



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: 01/26/04

Reference #: 03-274

Requestor Placer Title Company

Telephone: (916) 435-8495

Parcel/Subdivision Name Sub. No. #01-385.7 Final Map of
Anatolia II Village 10

Request Received on: 01/07/04

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
067-0430-010-0000	100	487,077	125,124	\$131,700.00
				\$
				\$
				\$
(See reverse side for additional information)			TOTAL (Both Sides)	\$131,700.00

Formerly Parcel(s) 067-0030-006-0000= 11.37%

Supplemental Taxes

☐ No Estimate Required

☒ For Change in Ownership

20030626 1531

Book and Page

☐ For Completed New Construction

Date

Parcel Number	Roll Year	%	Est. Value	Supplemental Security Required
067-0430-010-0000	03/04	100	7,583,521	\$97,794.00
067-0430-010-0000	04/05	100	7,573,971	\$94,675.00
				\$
(See reverse side for additional information)			TOTAL (Both Sides)	\$192,469.00

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.

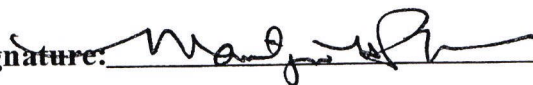
Kenneth D. Stieger, Assessor

By

[Signature]
Customer Service Unit

RECEIPT—ESTIMATED TAXES
PUBLIC WORKS AGENCY
Land Division Site Improvement Review

		Date:		3/16/2004	
Received From:		JTS Communities			
Address:		401 Watt Avenue Sacramento, CA 95864			
				Total:	\$577,926.00
Cash:		Check No.	53476		

Signature: 

Description: 2003/2004 TAX ESTIMATE FOR Anatolia II Village 10 & 13
APN 067-0430-010 & 067-0430-013

Line	Business Area	Cost Center	GL ACCT
20000	079A	0790762	05500000

County of Sacramento
Accounting & Fiscal Services

*** Customer Receipt ***

Receipt #: 120040000000005604

Transaction 3/16/2004 9:39:05AM
Date / Time:

Case #: AFS2004-10316

Fee Type Fee Amount

Estimated Taxes 577,926.00

Total: Check \$577,926.00

Bank #: 66-7066

Check #/Acct#: 577926

Received: By Mail

Confirm No: _____

Amount Tendered: \$577,926.00

Bond #104244288

Premium: \$10,594

PERFORMANCE BOND

WHEREAS, The City Counsel of the City of Rancho Cordova, State of California, and JTS COMMUNITIES, INC. (hereafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as ANATOLIA VILLAGE 10 Subdivision is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and Travelers Casualty and Surety Company of America as surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called "the City", in the penal sum of ** dollars (\$ 882,800.) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bound principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the city, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 11, 2004.

**eight hundred eighty two thousand eight hundred and no/100-----

JTS Communities, Inc.

Travelers Casualty and Surety Company of America

by: Usher Holt

by: Lezah Price

Lezah Price, Attorney-In-Fact



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Billy G. Bergan, Lezah Price, R. W. Reynolds, of Sacramento, California,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 19th day of December 2001.

STATE OF CONNECTICUT

}SS. Hartford

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

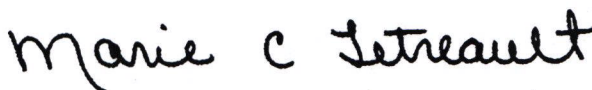
COUNTY OF HARTFORD



By 
George W. Thompson
Senior Vice President

On this 19th day of December, 2001 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



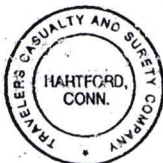


My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 11 day of February, 2004

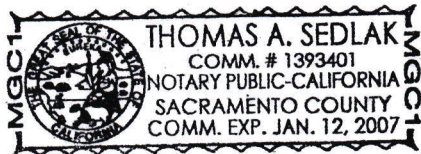


By 
Kori M. Johanson
Assistant Secretary, Bond

State of California
County of Sacramento

On February 11, 2004, before me, Thomas A. Sedlak, Notary Public personally appeared Lezah Price

☒ Personally known to me - or - ☐ 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.

Thomas A. Sedlak

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(s)

Signer's Name:

- ☐ Individual
☐ Corporate Officer

Title(s):

- ☐ Partner- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other : _____

- ☐ Individual
☐ Corporate Officer

Title(s):

- ☐ Partner- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other : _____

Signer is Representing: _____

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of Thumb Here

RIGHT THUMBPRINT OF SIGNER
Top of Thumb Here

Signer is Representing: _____

State of California

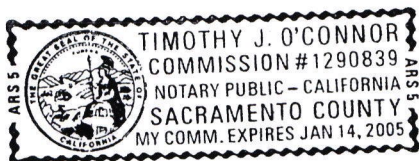
County of Sacramento

On March 4, 2004, before me, Timothy J. O'Connor

personally appeared Vikki Holt

☒ Personally known to me

☐ proved to me on the basis of satisfactory 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.

Timothy J. O'Connor

Place Notary Seal Above

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: _____

Signers(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer - Title _____

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Bond #104244288

LABOR AND MATERIAL BOND

premium is included
in performance bond

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and JTS COMMUNITIES, INC. (hereafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and _____ identified as _____ ANATOLIA VILLAGE 10 Subdivision is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Rancho Cordova to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Rancho Cordova and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure, in the sum of ** _____ dollars (\$ 882,800.), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

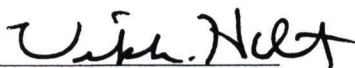
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 11, 2004.

**eight hundred eighty two thousand eight hundred and no/100-----

JTS Communities, Inc.

Travelers Casualty and Surety Company of America

by:



by:



Lezah Price, Attorney-In-Fact

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Billy G. Bergan, Lezah Price, R. W. Reynolds, of Sacramento, California,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 19th day of December 2001.

STATE OF CONNECTICUT

}SS. Hartford

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

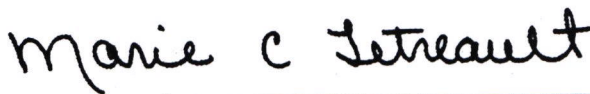
COUNTY OF HARTFORD



By 
George W. Thompson
Senior Vice President

On this 19th day of December, 2001 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is **Senior Vice President** of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY** and **FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.





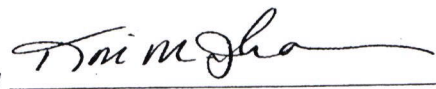
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY** and **FARMINGTON CASUALTY COMPANY**, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 11 day of February, 2004.

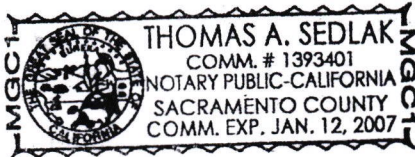


By 
Kori M. Johanson
Assistant Secretary, Bond

State of California
County of Sacramento

On February 11, 2004, before me, Thomas A. Sedlak, Notary Public personally appeared Lezah Price

☒ Personally known to me - or - ☐ 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.

Thomas A. Sedlak

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(s)

Signer's Name:

- ☐ Individual
☐ Corporate Officer

Title(s):

- ☐ Partner- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other : _____

- ☐ Individual
☐ Corporate Officer

Title(s):

- ☐ Partner- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other : _____

RIGHT THUMBPRINT
OF SIGNER

Top of Thumb Here

Signer is Representing:

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of Thumb Here

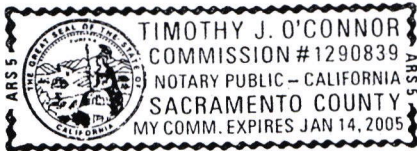
Signer's Name: _____

State of California

County of Sacramento

On March 4, 2004, before me, Timothy J. O'Connor

personally appeared Vikki Holt



☒ Personally known to me

☐ proved to me on the basis of satisfactory 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.

A handwritten signature of Timothy J. O'Connor in black ink.

Place Notary Seal Above

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: _____

Signers(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer - Title _____

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here



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

February 13, 2004

Linda Abel
Placer Title Co.
5750 W. Oaks Blvd. Ste. 200
Rocklin, CA 95765

Re: Anatolia II, Village 10, APN 067-0030-010

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 Michael Magee at 916-942-3357 if you have any questions or need further information.

Sincerely,

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

Michael Dobson
Fire Marshal



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 10
Water Supply Will-Serve Letter

Please be advised that the proposed subdivision, "Anatolia II Village 10", 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

Placer Title Company, Attn: Linda Abel
5750 West Oaks Blvd., Suite 200, Rocklin, CA 95765
(916) 435-8495

Main Office: 827 7th Street, Room 301, Sacramento, CA 95814 • Phone: (916) 874-6851 • Fax: (916) 874-8693
Field Offices: Drainage Operations and Maintenance – 3847 Branch Center Road, Sacramento, CA 95827 • Phone: (916) 875-7159
Facilities Operations and Administration – 3847 Branch Center Road, Sacramento, CA 95827 • Phone: (916) 875-6919



1143.060

February 19, 2004

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

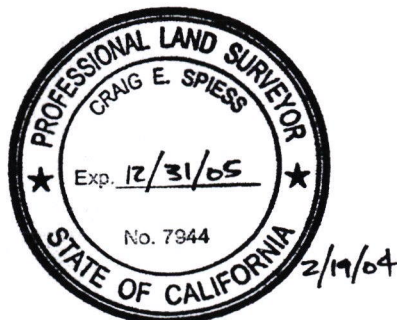
RE: Final Map of Anatolia II Village 10

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 \$11,700.

Sincerely,

WOOD RODGERS, INC.

Craig E. Spiess, P.L.S.



Memorandum



Agenda date: April 5, 2004
Consent item

TO: Honorable City Council
FROM: Cyrus Abhar, City Engineer CA
SUBJECT: ANATOLIA II VILLAGE 13 (104 LOTS)

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia II Village 13 subdivision, located on the east side of Anatolia Drive approximately 1340 feet south of Chrysanthy Boulevard.

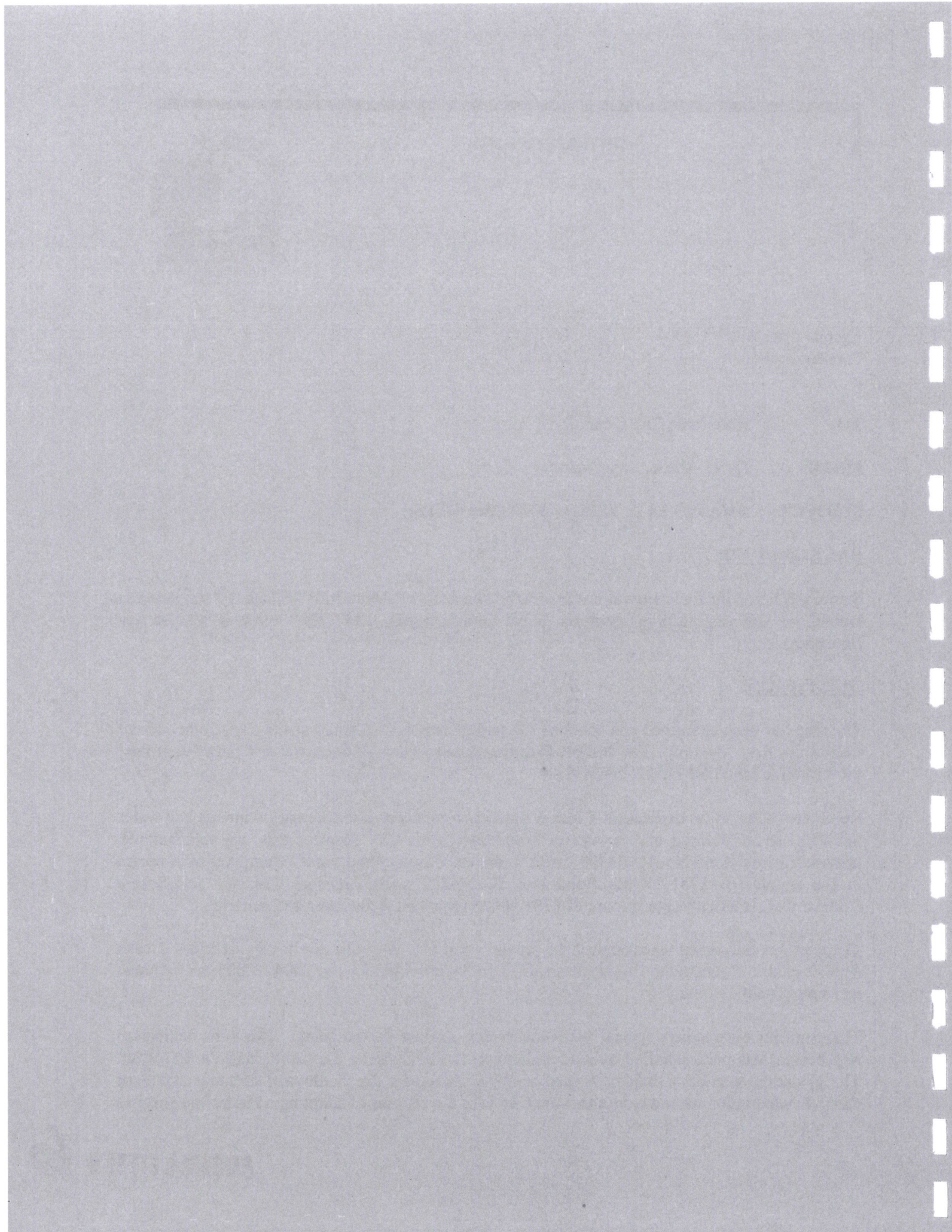
DISCUSSION:

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. 104244287 with Travelers Casualty and Surety Company of America in the amount of \$781,500.00. Bond No. 104244287 with Travelers Casualty and Surety Company of America in the amount of \$781,500.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. A cash deposit paid to Sacramento County 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



("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.

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

Attachments:

Zoning Map

8 ½ x 11 copy of final map

Resolution

Subdivision Improvement Agreement (2)

Tax Paid Certificate

Tax Estimate Letter

Tax Estimate Security (copy)

Performance Bond

Labor and Material Bond

Fire Will Serve Letter

Water Will Serve Letter

Monumentation Bond Waiver

SPA
508-300

AG-20

RD-5

RD-

LC

Rancho Cardova City Limits Special

AG-80

AG-20



BLODGET
RESERVOIR

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP OF ANATOLIA II VILLAGE 13, A SUBDIVISION OF THE CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA, AND DOES HEREBY DEDICATE ANY AND ALL PUBLIC USES OF THE PUBLIC WAYS, CIRCLES, AND DRIVES SHOWN HEREON AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

- AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC WAYS, CIRCLES, AND DRIVES SHOWN HEREON.
- EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTRICAL, TELEPHONE, CABLE, WATER, SEWER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC WAYS, CIRCLES, AND DRIVES SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT," (P.U.E.)
- AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON, AND DESIGNATED "LANDSCAPE EASEMENT," (L.E.)
- RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PEDESTRIAN WALKWAYS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

JTS COMMUNITIES INC.,
A CALIFORNIA CORPORATION

BY: _____ DATE: _____

PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF } SS

ON THE _____ DAY OF _____, 2004, BEFORE ME
APPEARED, _____ A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY

☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SUBSCRIBED TO THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: _____
COUNTY OF: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION NO: _____

TRUSTEE'S STATEMENT

PRPLAP, INC. A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON JUNE 26, 2003, IN BOOK 20030626, PAGE 1625, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

BY: _____
PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF } SS

ON THE _____ DAY OF _____, 2004, BEFORE ME
APPEARED, _____ A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY

☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SUBSCRIBED TO THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: _____
COUNTY OF: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION NO: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CALIFORNIA CIVIL CODE SECTION 110000. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY FEBRUARY 2005, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



CRAIG E. SPIESS
P.L.S. 7944 EXP. 12-31-05

DATE

CITY ENGINEERS STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF ANATOLIA II VILLAGE 13, A SUBDIVISION OF THE CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA, AND ANY APPROVED BY THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR
DATE: 7/23/04
EXPIRATION DATE: 12/31/2005

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS PASSED ORDINANCES AND RESOLUTIONS AUTHORIZING THE CITY ENGINEER TO FILE THIS MAP AND RIGHTS-OF-WAY, CIRCLES, AND DRIVES SHOWN HEREON AS THE PUBLIC WAYS, CIRCLES AND DRIVES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF AND CERTIFY THE ABANDONMENTS LISTED HEREON.

CITY CLERK
CITY OF RANCHO CORDOVA
DATE: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2004, AT _____ M. IN
BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS,
INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER
CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE \$ _____

BY: _____ COUNTY RECORDER
COUNTY OF SACRAMENTO
BY: _____ DEPUTY RECORDER

SUBDIVISION NO. 01-0385.7

FINAL MAP OF

ANATOLIA II VILLAGE 13

BEING ALL OF LOT 13 OF THAT CERTAIN LARGE LOT FINAL MAP
OF "ANATOLIA" FILED FOR RECORD
IN BOOK 316 AT PAGE 5 SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA

COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MARCH 2004



WOOD RODGERS

ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Sheet 1 of 6

1145063

LEGEND

- O DIMENSION POINT
- SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS
- SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 6046
- SECTION CORNER AS NOTED
- ONE-QUARTER CORNER AS NOTED
- DRAINAGE EASEMENT
- LANDSCAPE EASEMENT
- OVERALL
- PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- RW RIGHT-OF-WAY
- S.C.R. SACRAMENTO COUNTY RECORDS



0 50 100 200
SCALE: 1" = 100'

SUBDIVISION NO. 01-0385.7

FINAL MAP OF

ANATOLIA II VILLAGE 13

BEING ALL OF LOT 13 OF THAT CERTAIN LARGE LOT FINAL MAP OF "ANATOLIA" FILED FOR RECORD IN BOOK 316 AT PAGE 8, SACRAMENTO COUNTY RECORDS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MARCH 2004



WOOD RODGERS
ENGINEERING & PLANNING - SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Sheet 2 of 6
1143.063

NGS STATION "SHELDON" SQUARE CONC MON STAMPED "SHELDON 1937" FIELD IS LOCATED IN A GRASSY RIVER FIRE PROTECTION DISTRICT STATION NO 58 AND 450' SOUTHEAST OF SLOUGHHOUSE ROAD CENTERLINE.

M21°20'49"W 19956.36" (GROUND DISTANCE)

N72°44'08"E 50887.56"(1) (GROUND DISTANCE)

BASIS OF BEARINGS

NGS STATION "G 1414" FOUND IRON PIPE IN WELL CASING STAMPED "G 1414 1987" STATION IS LOCATED ±180' NORTHWEST OF INTY OF CALVINE ROAD AND SOUTHERN PACIFIC RAILROAD TRACKS AND 51' SOUTH OF AN ABANDONED TELEPHONE POLE

NOTES

- ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH. DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- TOTAL AREA OF THIS VILLAGE 13 IS 27.11± ACRES GROSS, CONSISTING OF 104 RESIDENTIAL LOTS.
- THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
- THERE SHALL BE A 12.50 FOOT PUBLIC UTILITY EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY UNLESS OTHERWISE SHOWN HEREON.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL AND ASSOC., WKA NO.3505.06, DATED JANUARY 24, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
- PROPERTY SHOWN HEREON IS REGULATED BY THE REQUIREMENTS OF THE CITY OF RANCHO CORDOVA TREE PRESERVATION ORDINANCE.
- THE LAND SHOWN HEREON, BEING LOT 13, 316 B.M. 8 IS HEREBY RESUBDIVIDED PURSUANT TO SUBDIVISION MAP ACT - SECTION 66499.20-1/2 AND THE FOLLOWING EASEMENT, NOT SHOWN, IS HEREBY ABANDONED:
 - PUBLIC UTILITY EASEMENTS OVER LOT 13 DEDICATED ON 316 B.M. 8, S.C.R.
 - IRREVOCABLE OFFER OF DEDICATION OVER LOT 13 DEDICATED ON 316 B.M. 8, S.C.R.

BASIS OF BEARINGS

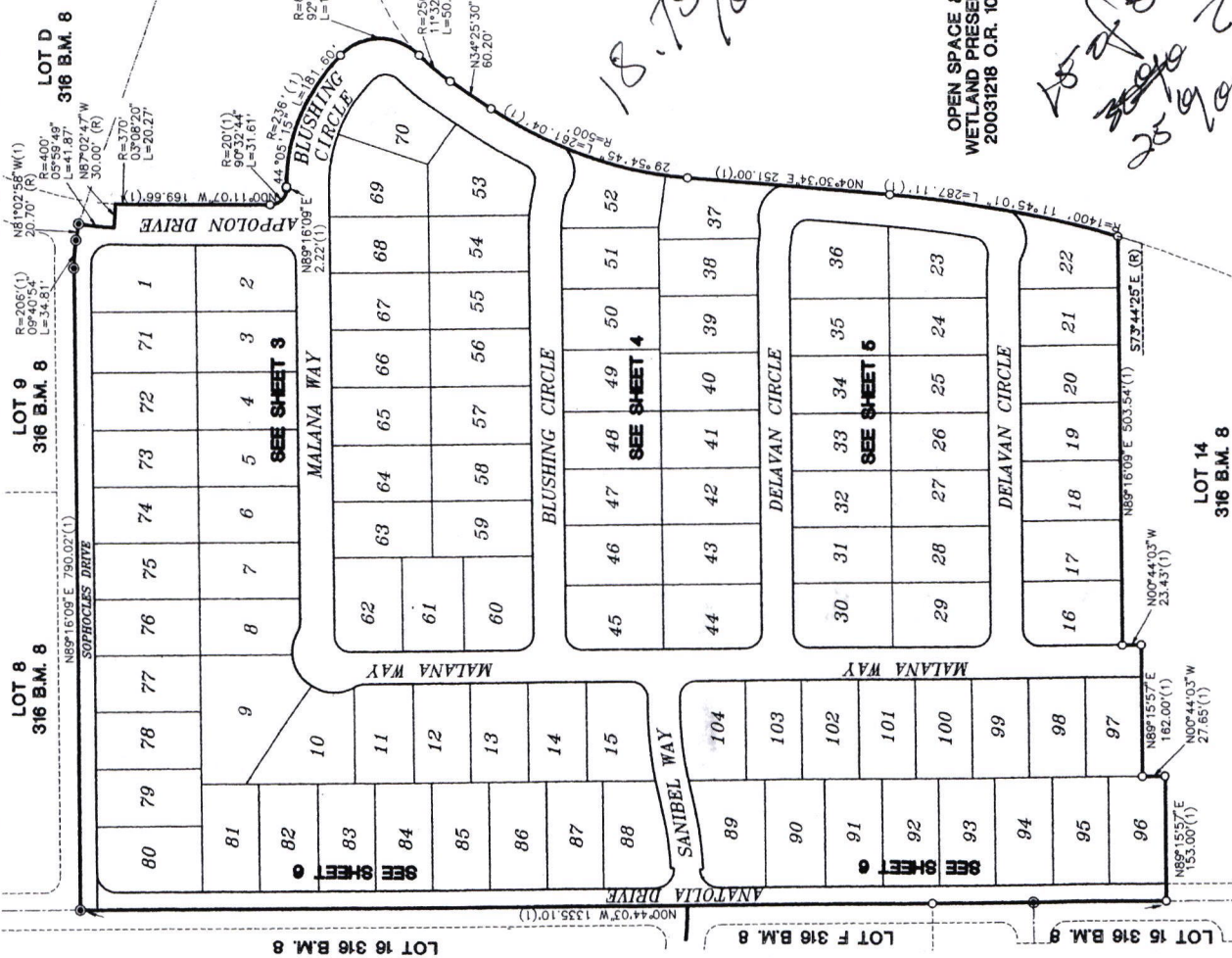
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 1983.0, USED BY WOOD RODGERS AND NGS STATION "SHELDON" FIRST ORDER. SAID BEARING IS N 72°44'08" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

- (1) 316 B.M. 8 (ANATOLIA LARGE LOT MAP)

OPEN SPACE &
WETLAND PRESERVE
20031218 O.R. 1039

Handwritten notes:
18.750/0
15 of 80 =
2090
2090



SUBDIVISION NO. 01-0385.7

FINAL MAP OF

ANATOLIA II VILLAGE 13

BEING ALL OF LOT 13 OF THAT CERTAIN LARGE LOT FINAL MAP
OF "ANATOLIA" FILED FOR RECORD
IN BOOK 316 AT PAGE 8, SACRAMENTO COUNTY RECORDS
CITY OF SACRAMENTO, CALIFORNIA

MARCH 2004



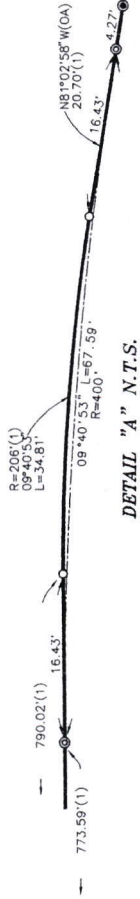
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING

3301 C ST., Bldg. 100-8 Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Sheet 3 of 6

1143.003

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND AND NOTES.



LOT 8
316 B.M. 8

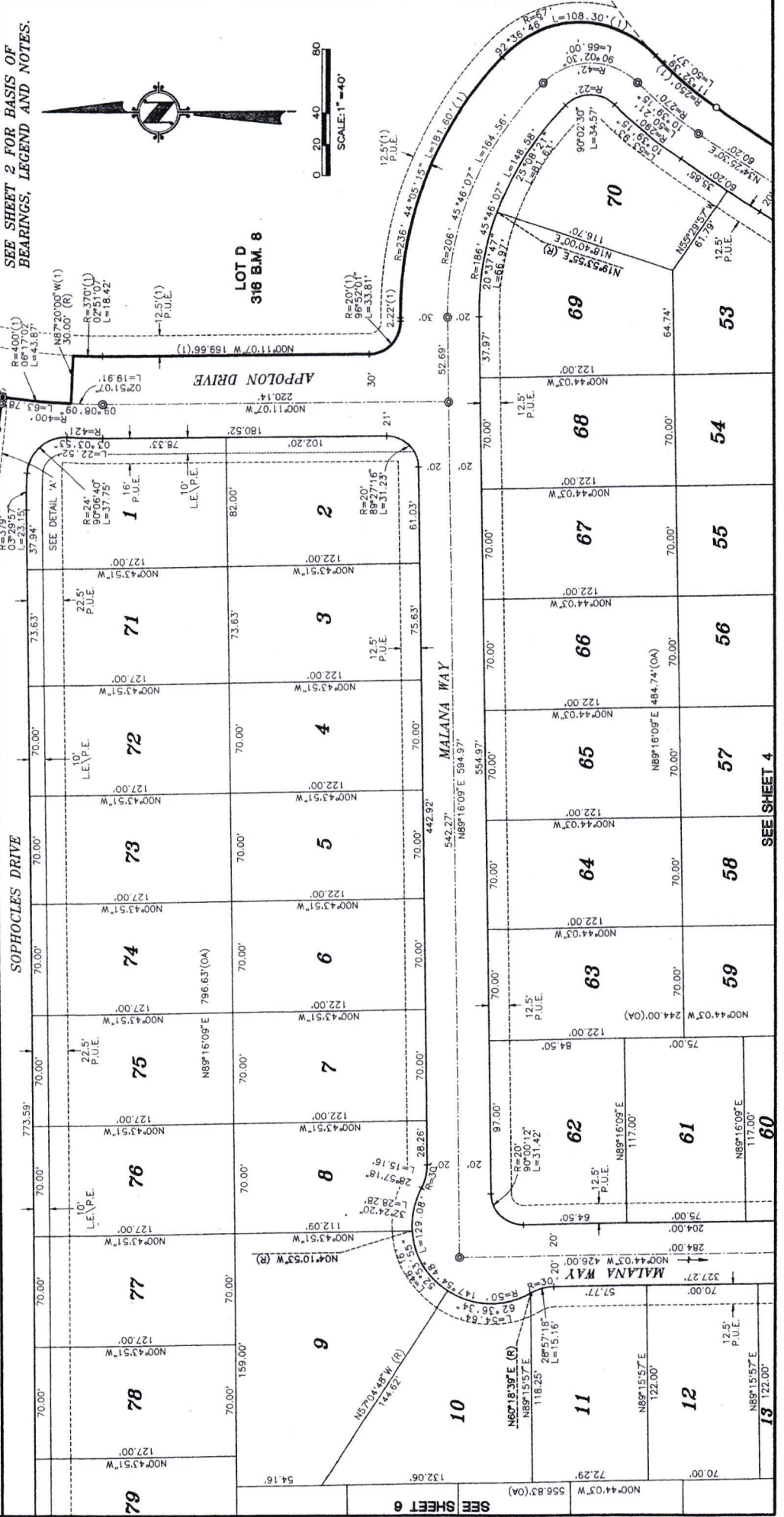
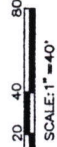
LOT 9
316 B.M. 8

SOPHOCLES DRIVE

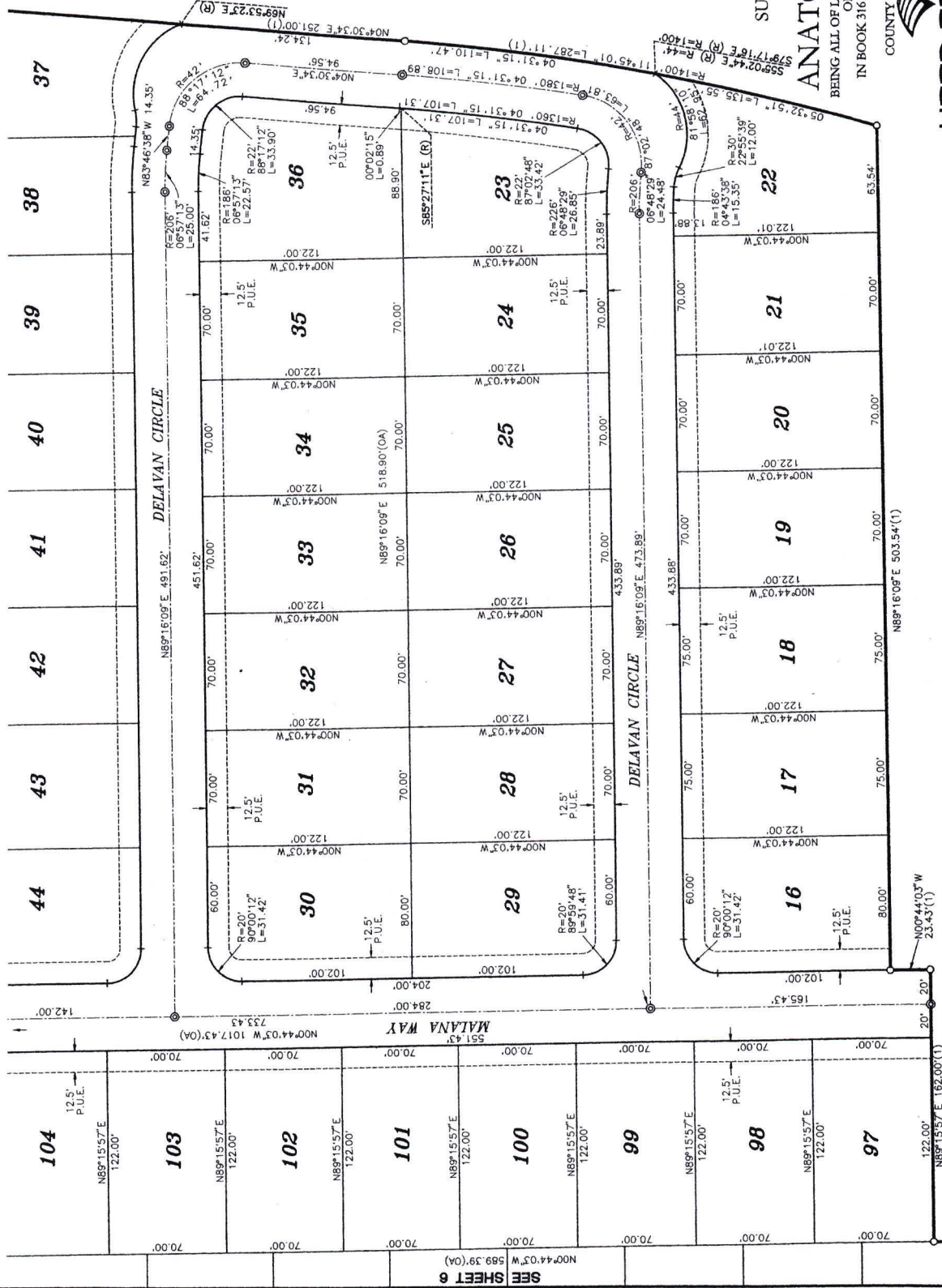
MALANA WAY

APOLLON DRIVE

LOT D
316 B.M. 8



SEE SHEET 4



OPEN SPACE &
WETLAND PRESERVE
20031218 O.R. 1039



SCALE: 1" = 40'

SUBDIVISION NO. 01-0385.7

FINAL MAP OF

ANATOLIA II VILLAGE 13

BEING ALL OF LOT 13 OF THAT CERTAIN LARGE LOT FINAL MAP
OF "ANATOLIA" FILED FOR RECORD
IN BOOK 316 AT PAGE 8, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MARCH 2004

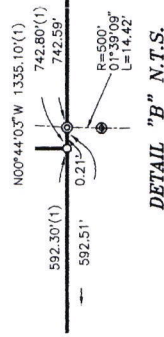
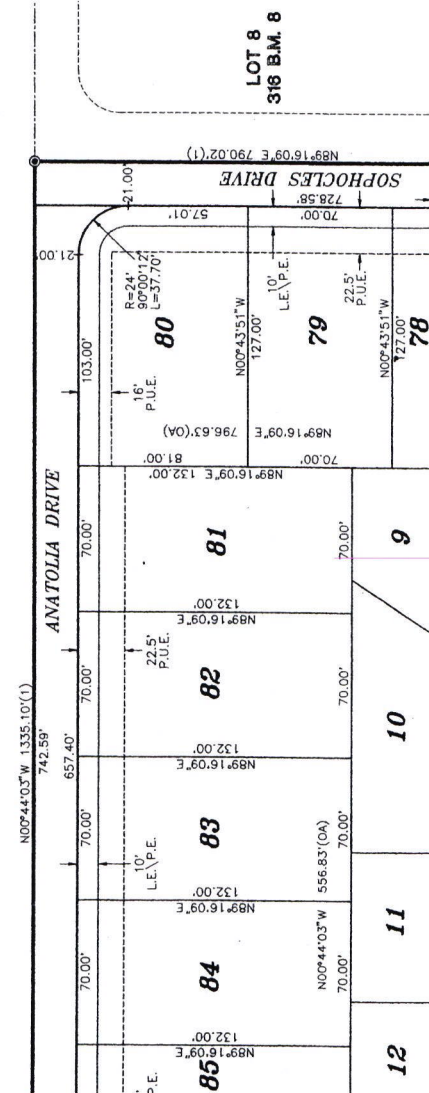
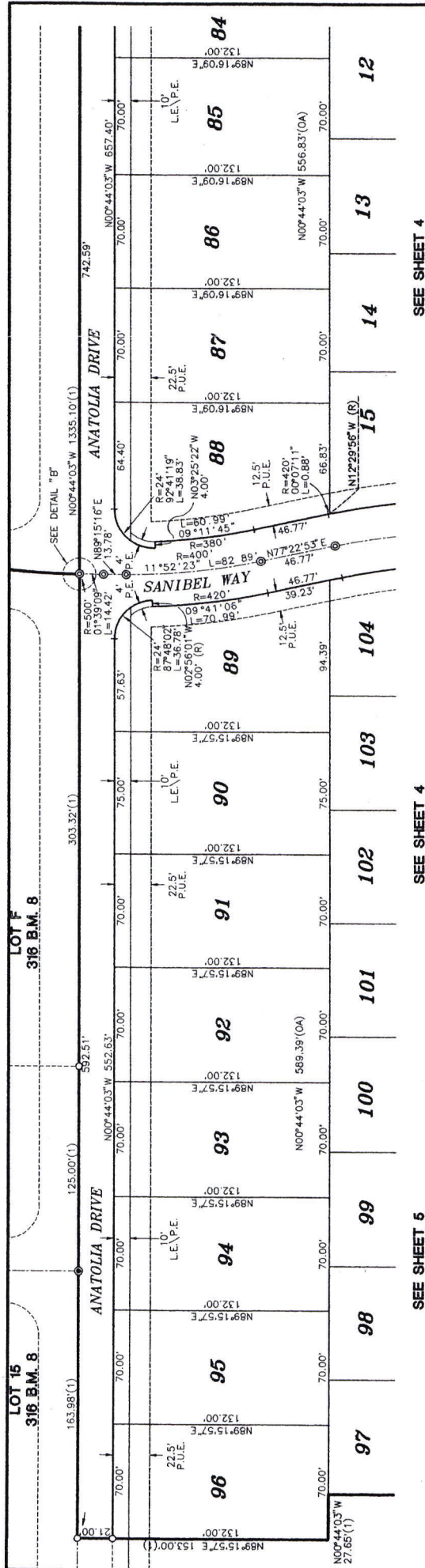


WOOD ROGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Suite 100-S Tol 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

LOT 14
316 B.M. 8

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND AND NOTES.

Sheet 5 of 6
1143.063



SUBDIVISION NO. 01-0385.7
FINAL MAP OF
ANATOLIA II VILLAGE 13
BEING ALL OF LOT 13 OF THAT CERTAIN LARGE LOT FINAL MAP
OF "ANATOLIA" FILED FOR RECORD
IN BOOK 316 AT PAGES 8, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
 MARCH 2004

WOOD RIDGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND AND NOTES.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. 01-
0385.7 FINAL MAP OF ANATOLIA II VILLAGE 13**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **JTS Communities Inc., a California Corporation** and the subdivision designated as **Anatolia II Village 13** 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.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the _____ day of _____ of 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor
City of Rancho Cordova

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **JTS COMMUNITIES INC., 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 **SUBDIVISION NO. 01-0385.7 FINAL MAP OF ANATOLIA II VILLAGE 13**, 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 **SEVEN HUNDRED EIGHTY ONE THOUSAND FIVE HUNDRED AND NO/100**

(\$781,500.00). 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

JTS COMMUNITIES INC.,
A CALIFORNIA CORPORATION

Vikki Holt
BY: Vikki Holt
TITLE: Treasurer

a:\im_sec.agr

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

On MARCH 4, 2004 before me, TIMOTHY J. O'CONNOR
DATE

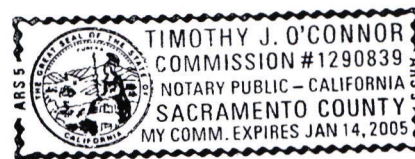
Personally appeared, VIKKI HOLT

personally known to me (or 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.

Timothy J. O'Connor
NOTARY PUBLIC SIGNATURE

(SEAL)



STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____
DATE

Personally appeared, _____

personally known to me (or 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.

NOTARY PUBLIC SIGNATURE (SEAL)

RECORDING REQUESTED BY:

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:

Name JTS COMMUNITIES

Street Address 401 WATT AVENUE

City, State, Zip SACRAMENTO, CA 95864

=====

CERTIFICATE OF OFFICIAL REDEEMING OFFICER,
TAX COLLECTOR OF THE COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
FOR

ASSESSOR PARCEL NUMBER(S)

067-0430-013-0000

Paid through tax year: 2003/2004

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 16th day of March, 2004.

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

BY: Carolyn Watson
Deputy

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

JTS COMMUNITIES INC., A CALIFORNIA CORPORATION

ANATOLIA II VILLAGE 13



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: 01/26/04

Reference #: 03-265

Requestor Placer Title Company

Telephone: (916) 435-8495

Parcel/Subdivision Name Sub. No.# 01-385.7 Final Map of
Anatolia II Village 13

Request Received on: 01/07/04

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
067-0430-013-0000	100	516,714	132,738	\$139,714.00
				\$
				\$
				\$
				\$
(See reverse side for additional information)			TOTAL (Both Sides)	\$139,714.00

Formerly Parcel(s) 067-0030-006-0000= 12.03%

Supplemental Taxes

☐ No Estimate Required

☒ For Change in Ownership

20030626 1662

Book and Page

☐ For Completed New Construction

Date

Parcel Number	Roll Year	%	Est. Value	Supplemental Security Required
067-0430-013-0000	03/04	100	4,603,837	\$57,548.00
067-0430-013-0000	04/05	100	4,519,617	\$56,495.00
				\$
(See reverse side for additional information)			TOTAL (Both Sides)	\$114,043.00

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.

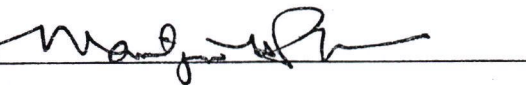
Kenneth D. Stieger, Assessor

By

S. Mullerkey
Customer Service Unit

RECEIPT—ESTIMATED TAXES
PUBLIC WORKS AGENCY
Land Division Site Improvement Review

		Date:	3/16/2004
Received From:	JTS Communities		
Address:	401 Watt Avenue Sacramento, CA 95864		
		Total:	\$577,926.00
Cash:		Check No.	53476

Signature: 

Description: 2003/2004 TAX ESTIMATE FOR Anatolia II Village 10 & 13
 APN 067-0430-010 & 067-0430-013

Line	Business Area	Cost Center	GL ACCT
20000	079A	0790762	05500000

County of Sacramento
 Accounting & Fiscal Services

*** Customer Receipt ***

Receipt #: 120040000000005604
 Transaction 3/16/2004 9:39:05AM
 Date / Time:

Case #: AFS2004-10316
 Fee Type Fee Amount
 Estimated Taxes 577,926.00
 Total : Check \$577,926.00

Bank #: 88-7066
 Check #/Acct#: 577926
 Received: By Mail
 Confirm No: _____
 Amount Tendered: \$577,926.00

Bond #104244287

Premium: \$9,378.

PERFORMANCE BOND

WHEREAS, The City Counsel of the City of Rancho Cordova, State of California, and JTS COMMUNITIES, INC. (hereafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as ANATOLIA VILLAGE 13 Subdivision is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and Travelers Casualty and Surety Company of America as surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called "the City", in the penal sum of ** dollars (\$ 781,500.) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bound principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the city, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 11, 2004.

**seven hundred eighty one thousand five hundred and no/100-----

JTS Communities, Inc.

Travelers Casualty and Surety Company of America

by: Viphi Nolt

by: Lezah Price
Lezah Price, Attorney-In-Fact



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Billy G. Bergan, Lezah Price, R. W. Reynolds, of Sacramento, California,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

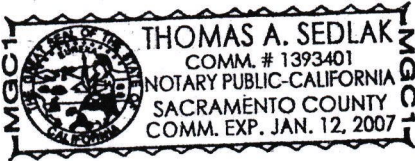
This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

State of California
County of Sacramento

On February 11, 2004, before me, Thomas A. Sedlak, Notary Public, personally appeared Lezah Price

☒ Personally known to me - or - ☐ 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.

Thomas A. Sedlak

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(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer

Title(s): _____

☐ Partner- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other : _____

☐ Individual

☐ Corporate Officer

Title(s): _____

☐ Partner- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other : _____

Signer is Representing: _____

Signer's Name: _____

RIGHT THUMBPRINT
OF SIGNER

Top of Thumb Here

RIGHT THUMBPRINT
OF SIGNER

Top of Thumb Here

Signer is Representing: _____

State of California

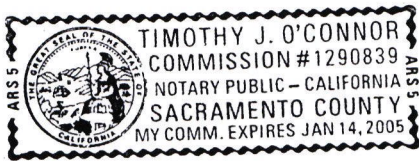
County of Sacramento

On March 4, 2004, before me, Timothy J. O'Connor

personally appeared Vikki Holt

☒ Personally known to me

☐ proved to me on the basis of satisfactory 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.

A handwritten signature in black ink, appearing to read 'Timothy J. O'Connor', written over a horizontal line.

Place Notary Seal Above

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: _____

Signers(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer - Title _____

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Bond #104244287

LABOR AND MATERIAL BOND

premium is included
in performance bond

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and JTS COMMUNITIES, INC. (hereafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and _____ identified as _____ ANATOLIA VILLAGE 13 Subdivision is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Rancho Cordova to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Rancho Cordova and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure, in the sum of ** _____ dollars (\$ 781,500.), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 11, 2004.

**seven hundred eighty one thousand five hundred and no/100-----

JTS Communities, Inc.

Travelers Casualty and Surety Company of America

by:

Usher Holt

by:

Lezah Price
Lezah Price, Attorney-In-Fact

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Billy G. Bergan, Lezah Price, R. W. Reynolds, of Sacramento, California,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

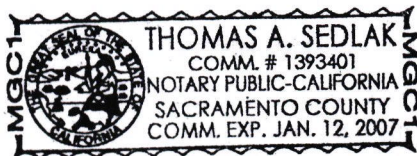
This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

State of California
County of Sacramento

On February 11, 2004, before me, Thomas A. Sedlak, Notary Public personally appeared Lezah Price

☒ Personally known to me - or - ☐ 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.

Thomas A. Sedlak

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(s)

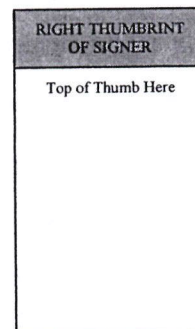
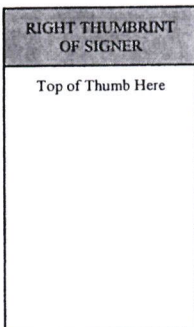
Signer's Name:

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

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

Signer is Representing: _____

Signer's Name: _____



State of California

County of Sacramento

On March 4, 2004, before me, Timothy J. O'Connor

personally appeared Vikki Holt



☒ Personally known to me

☐ proved to me on the basis of satisfactory 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.

A handwritten signature in cursive script, appearing to read 'Timothy J. O'Connor', written over a horizontal line.

Place Notary Seal Above

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: _____

Signers(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer - Title _____

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



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

February 13, 2004

Linda Abel
Placer Title Co.
5750 W. Oaks Blvd. Ste. 200
Rocklin, CA 95765

Re: Anatolia II, Village 13, APN 067-0030-013

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 Michael Magee at 916-942-3357 if you have any questions or need further information.

Sincerely,

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

Michael Dobson
Fire Marshal



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 13
Water Supply Will-Serve Letter

Please be advised that the proposed subdivision, "Anatolia II Village 13", 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

Placer Title Company, Attn: Linda Abel
5750 West Oaks Blvd., Suite 200, Rocklin, CA 95765
(916) 435-8495

Main Office: 827 7th Street, Room 301, Sacramento, CA 95814 • Phone: (916) 874-6851 • Fax: (916) 874-8693
Field Offices: Drainage Operations and Maintenance - 3847 Branch Center Road, Sacramento, CA 95827 • Phone: (916) 875-7159
Facilities Operations and Administration - 3847 Branch Center Road, Sacramento, CA 95827 • Phone: (916) 875-6919



1143.063

February 19, 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 13

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 \$10,400.

Sincerely,

WOOD RODGERS, INC.

Craig E. Spiess, P.L.S.



CITY OF RANCHO CORDOVA

ORDINANCE NO. 7-2004

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING CHAPTER
4.22, "CARDROOMS," OF THE RANCHO CORDOVA MUNICIPAL CODE**

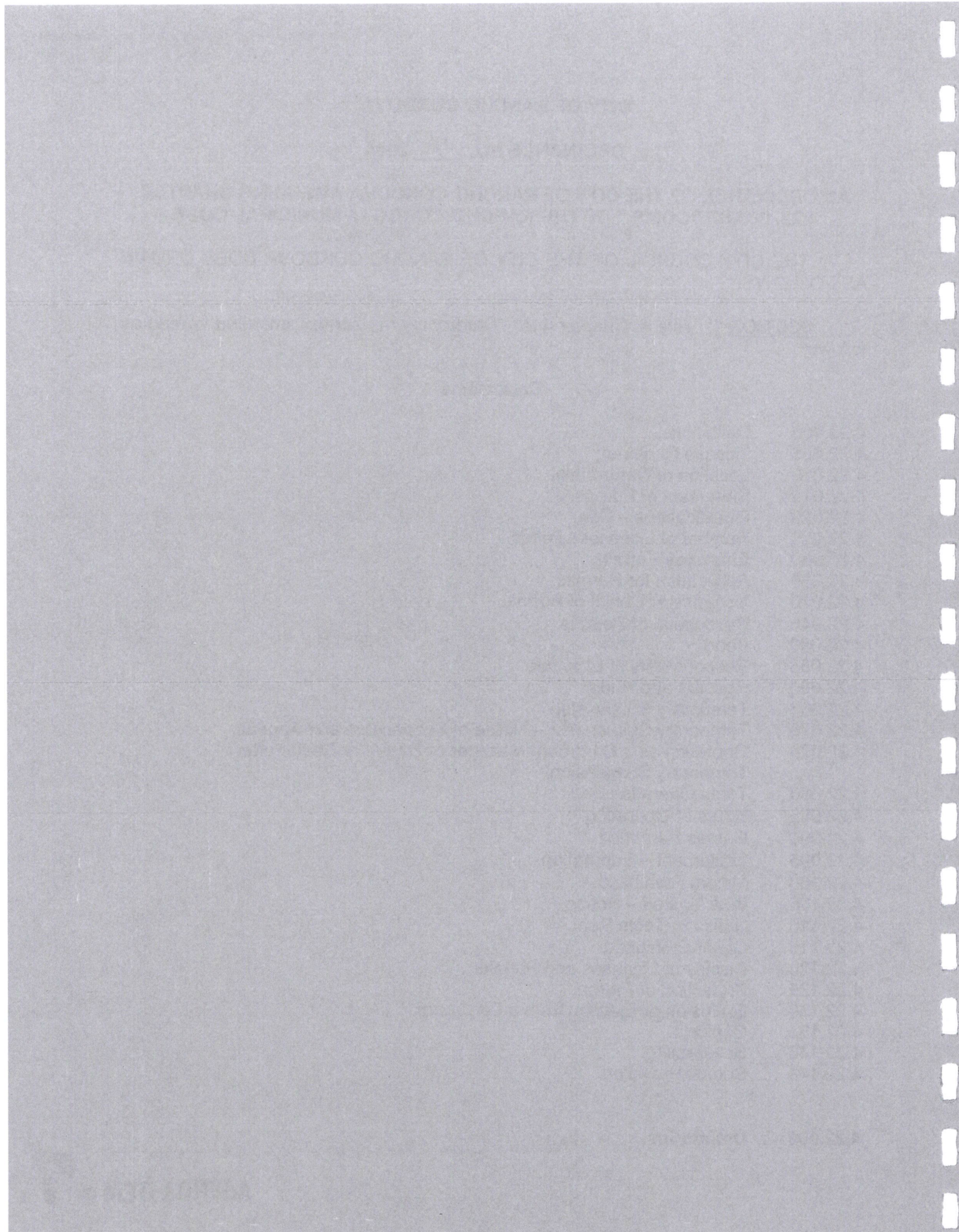
THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN
AS FOLLOWS:

SECTION 1: Title 4, Chapter 4.22, "Cardrooms," is hereby amended to read as
follows:

"Cardrooms

- 4.22.000 Definitions.
- 4.22.005 License Required;
- 4.22.010 Location of Cardrooms.
- 4.22.015 Statement of Purpose.
- 4.22.020 Qualifications – Use.
- 4.22.025 Number of Licenses Limited.
- 4.22.030 Employee Permits.
- 4.22.035 Application for Permits.
- 4.22.040 Issuance or Denial of Permit.
- 4.22.045 Revocation of Permits.
- 4.22.050 Bond.
- 4.22.055 Responsibility of Licensee.
- 4.22.060 Records and Audit.
- 4.22.065 Temporary Suspension.
- 4.22.070 Temporary Suspension – Notice of Suspension and Appeal.
- 4.22.075 Operating as a Cardroom Manager or Dealer or Dealer after
Temporary Suspension.
- 4.22.080 Table Operation Fee.
- 4.22.085 Hours of Operation.
- 4.22.090 Games Permitted
- 4.22.095 Equipment – Separation.
- 4.22.100 Minors Prohibited.
- 4.22.105 Bets Limited – Notice.
- 4.22.110 Notice of Table Rent.
- 4.22.115 Credit Prohibited.
- 4.22.120 Display of Licenses and Permits.
- 4.22.125 Protection of Patrons.
- 4.22.130 Exclusion or Ejection from a Cardroom.
- 4.22.135 Conflicts.
- 4.22.140 Severability.
- 4.22.145 Sunset Provision.

4.22.000 Definitions.



A. Cardroom. As used in this Chapter the term "Cardroom" means any place where gaming is conducted and to which the public is invited to participate.

B. Gaming or Gambling.

(1) As used in this Chapter the term "Gaming" or "Gambling" means any game of chance played with cards, dice, or any device for currency, money, check, credit, or other thing of value which is not prohibited and made unlawful by Penal Code Chapter 9 (commencing with Section 319) or Chapter 10 (commencing with Section 330) of Title 9 of Part I of the Penal Code or by this Chapter.

(2) "Gaming" or "Gambling" for purposes of this Chapter does not mean the following:

(a) The game of bingo conducted pursuant to and as otherwise regulated by the City of Rancho Cordova Municipal Code.

(b) Any lottery game conducted and regulated by the California State Lottery.

(c) Parimutuel wagering on horse races regulated by the California Horse Racing Board.

(d) Games played with cards in private homes or residences in which no person makes money for operating the game, residences in which no person makes money for operating the game except as a player.

4.22.005 License Required.

A. No person shall operate or conduct a cardroom in the City unless under and by authority of a valid, unexpired and unrevoked Special Business License authorizing a Cardroom issued pursuant to this Chapter.

4.22.010 Location of Cardrooms.

Cardrooms that conduct business within the City on the effective date of this Ordinance from which this section derives are:

(1) Rancho's Club, located at 2740 Mills Park Drive; and

(2) the Don Juan Club, located 2780 Don Juan Avenue.

4.22.015 Statement of Purpose.

A. The regulatory provisions of this Chapter are necessary to ensure that Cardrooms are operated reasonably for the protection of public health, safety, and welfare and to conform to State mandated requirements set by the Gambling Control Act found in the Business and Professions Code commencing with Section 19800, et seq. The more liberalized regulations provided in this amendment of the Chapter permit cardrooms to play a wider range of card games and increase the monetary limit on the

amount of wagers. With such liberalization of gaming regulations, the City's ability to enforce state and local law is compromised because the City's time, effort and expense increases due to an increased opportunity for dishonesty and criminal conduct. Although many operators are highly reputable, others are creative in avoiding the letter of the law. Gaming brings with it the elements of enjoyment and entertainment for its patrons but also undesirable elements such as compulsive gambling, cheating, dishonesty, and other possible criminal violations and peace disturbances.

B. If all Licensees were reputable and vigilant, regulatory supervision would be almost perfunctory. Such is the case with many existing licensees. Others, however, require exhaustive monitoring and enforcement. Integrity is a difficult commodity to ascertain in advance of licensure. Thorough screening of applicants prior to licensure is desirable. Pursuant to the regulations set forth in this Chapter, the Chief of Police conducts a thorough investigation into the background of applicants and their entities in order to assure that licensure will not set the stage for fraud or deceit. Such investigation is particularly difficult when applicants have no local track record. Accordingly, two years residence or two years business operation within this City is required before an applicant is eligible to apply for a cardroom license. A two-year period for the observation of an individual's or business entity's ethical practices or lack thereof is a more realistic period of time for such assessment as opposed to a one year residence requirement.

C. This ordinance authorizes the issuance of only two (2) Cardroom licenses in the City. This restriction will limit the expansion of gambling within this community to a level where such gambling will be a source of local entertainment and recreation for local citizens while preventing this community and City from becoming a mecca for professional gamblers and gamblers from other jurisdictions. A "casino" type atmosphere where gambling becomes the major industry or attraction of a community or mecca for gamblers from all jurisdictions is detrimental to the development of this community as such increased and unrestrained gambling creates greater law enforcement problems compromising the ability of law enforcement to totally control the criminal and peace disturbance effects thereof. Limiting the number of licensed Cardrooms assists in the accomplishment of these goals.

D. The two-year residency requirement and the limitation in the number of cardroom licenses available will allow City energies to be more efficiently allocated. Pre-license screening will be supplemented with the objective track record of each applicant. The number of Cardrooms will remain at a manageable level for the Chief of Police. The volume of unstable or illegally run Cardroom operations will be more effectively curtailed.

E. Accordingly, it is the opinion and finding of the Rancho Cordova Chief of Police and of this City Council that a two year residence or operation prerequisite for a Special Business License and a two Cardroom license limit in the City will eliminate many of the above mentioned problems without undue burden on stable and reputable cardrooms. The purpose therefore of the regulatory provisions of this Chapter is to protect the health, safety, and welfare of the citizens within the City limits, to assure that City expenditure is efficiently allocated, and to provide legitimate Cardrooms where citizens of this City can safely enjoy the entertainment provided by reputable Cardrooms.

4.22.020 Qualifications – Use.

A. If the applicant for a Special Business License to operate a Cardroom is a sole proprietor, the proprietor shall have been a resident of the City for at least two (2) years immediately preceding the filing of an application for the license and shall have met the requirements set by the State Department of Justice pursuant to the Gambling Control Act (commencing with Business and Professions Code Section 19800, et seq.) prior to filing the application for the license. If the applicant is a partnership, corporation, or other business entity owned by more than one individual, the business entity shall have engaged in a business within the City continuously for at least two years immediately preceding the filing of the application and shall have met the requirements set by the State Department of Justice pursuant to the Gambling Control Act (commencing with Business and Professions Code Section 19800, et seq.) prior to filing an application for a license.

B. The Special Business License issued pursuant to this Chapter shall be placed in use at the designated location no later than ninety (90) days following the issuance thereof and the Special Business License shall remain in use thereafter for the term of the license. Failure to place such license in use at the designated location within the ninety (90) day period provided herein or to maintain the license in use during the term of the license, shall be grounds for revocation of the license by the Chief of Police. For purposes of this Section "in use" shall mean that at the location designated in the license the business of a Cardroom shall be in operation and that games as provided for in this Chapter shall be conducted therein.

C. For purposes of revocation under this Section, temporary closure of the Cardroom for necessary remodeling, rebuilding, repair improvements or other necessary and reasonable activity required to operate or improve the operation of the Cardroom when such activities are undertaken by the Licensee in a good faith effort to complete the activity within a reasonable period of time, shall not be grounds for revocation.

D. The Licensee shall cooperate with the Chief of Police by providing the Chief of Police the necessary information and documentation upon demand by the Chief of Police in order for the Chief of Police to determine whether the Licensee comes under the provisions of this Section requiring revocation of the license. Failure of the Licensee to cooperate with the Chief of Police pursuant to the provision of this Section shall be grounds for the revocation of the Special Business License to operate the Cardroom. The procedure for notice of revocation, revocation, and appeal of revocation shall be the same as is provided in Chapter 4.10 for the revocation of Special Business Licenses.

4.22.025 Number of Licenses Limited.

A. Only two (2) Special Business Licenses to operate Cardrooms shall be issued by the City of Rancho Cordova.

B. In the event there are more applications for Special Business Licenses to operate Cardrooms than the limitation in subdivision (A) of this Section allows, the

qualified applicant or applicants to whom a license is issued shall be selected by the Chief of Police in the order the applications were filed with the City Clerk. Once all available number of licenses are issued, no applications will be accepted or considered until such time as an additional license becomes available. When the additional license becomes available, applications will then be taken and will be considered as provided herein upon the timely filing of a new application therefore. For purposes of this subdivision of this Section, the unrevoked, valid and unexpired license of a Cardroom Licensee who has filed a timely application for renewal of the license is not considered an additional license available for issuance until the license renewal application has been denied and the appeal thereof, if any, has become final.

C. Notwithstanding the provisions of Chapter 4.10, a Licensee shall operate no more than one Cardroom in the City and shall hold no more than one Special Business License issued pursuant to this Chapter to operate that Cardroom; and no more than one Cardroom shall be located within a single structure or at a single location.

4.22.030 Employee Permits.

A. No person shall work in a Cardroom as a manager, employee or independent agent and no person who holds a Special Business License authorizing operation of a Cardroom shall employ any person as a cardroom manager, employee or independent agent unless such person possesses a valid Employee Permit.

B. Notwithstanding the provisions of Chapter 4.10, an Employee Permit as a cardroom manager, employee, or independent agent shall authorize the permittee to operate as a cardroom manager, employee or independent agent in any Cardroom possessing an unrevoked, unexpired and valid Special Business License issued pursuant to this Chapter authorizing the operation of such Cardroom within the City limits. Notwithstanding the provisions of Chapter 4.10, the Employee Permit shall not include the name and address of the Cardroom for which the Employee Permit is issued as the Employee Permit authorizes the permittee to operate within any Cardroom as indicated above.

C. Upon demand by the Chief of Police, the Cardroom shall provide the Chief of Police with the full name and the residence address of persons operating as cardroom managers, employees or independent agents in the Cardroom.

4.22.035 Application for Permits.

In addition to the matters prescribed by Chapter 4.10, an application for an Employee Permit to serve as a cardroom manager, employee or independent agent shall contain a list of each criminal conviction of the applicant, pleas of guilty, or pleas of nolo contendere. The list shall, for each such conviction or pleas, set forth the date of arrest, the offense charged, and the offense of which the applicant was convicted.

4.22.040 Issuance or Denial of Permit.

A. Upon receipt of an application for an Employee Permit to serve as a cardroom manager, employee or independent agent, the Chief of Police shall conduct

4.10 shall be financially and otherwise responsible for the operation of the Cardroom and for the conduct of any manager or other employee connected with the operation of the Cardroom. All employees of the Cardroom shall be identified by a name tag measuring no smaller than one inch by three inches and the tag shall be worn in plain view on the upper body of the employee.

4.22.060 Records and Audit.

A. The Licensee shall keep full and accurate records of the income and expenses received and disbursed in connection with the operation, conduct, promotion, suspension, and any other phase of the Cardroom enterprise and card games which are authorized by this Chapter. The records shall be of such types and maintained in such manner as prescribed by the Chief of Police. Upon demand, the Chief of Police or any other authorized representative of the City shall have the right to examine and audit such records at any reasonable time and the license holder shall fully cooperate by making such records available.

B. The records described in subdivision (A) of this Section shall be subject to disclosure only pursuant to any suspension, revocation, or other proceedings conducted under this Chapter, Chapter 4.02 or Chapter 4.10; any civil or criminal investigation conducted by the Chief of Police, the District Attorney, the Grand Jury or the City Attorney. For all other purposes, the records shall be kept confidential by the Chief of Police, as custodian of those records.

4.22.065 Temporary Suspension.

A. The Chief of Police shall have the authority to temporarily suspend the Special Business License and to order the Licensee to immediately cease and desist any further operation of the Cardroom pending expiration of the time for appeal or exhaustion of an appeal pursuant to Chapter 4.10 if the Chief of Police finds that such temporary suspension is necessary in order to protect against a serious and immediate threat to the health or safety of the public caused by exercise of the License and one of the following occurs:

(1) The Licensee is operating the Cardroom in a manner which is a serious and immediate threat to the health or safety of the public;

(2) The Licensee is in violation of any of the provisions of this Chapter, Chapters 4.02, 4.06, and/or 4.10, administrative regulations adopted pursuant to those Chapters, the Penal Code of the State of California, or any applicable law, rule or regulation: or

(3) The Chief of Police makes a finding pursuant to Section 4.10.040(c) that by reason of the crime or act the patrons of the Cardroom and the public are subject to the immediate risk of harm or criminal, deceitful or otherwise unethical practices.

4.22.070 Temporary Suspension – Notice of Suspension and Appeal.

A. The temporary suspension shall be effective twenty-four (24) hours

following delivery of a temporary suspension notice to the licensee as provided in Section 4.10.145. If the licensee is unavailable or unable to be served, notice may be delivered to the person in charge of the Cardroom and mailed to the licensee at the Cardroom premises, and shall take effect twenty (24) hours after the notice is delivered and placed in the mail.

B. The appeal by the holder of the Special Business License of the revocation or suspension of its license pursuant to Section 4.10.135, whose license has been temporarily suspended, shall be as provided in Section 4.10.150.

4.22.075 Operating as a Cardroom Manager or Dealer or Dealer after Temporary Suspension.

It shall be unlawful for the holder of a Special Business License to operate a Cardroom after temporary suspension of the Special Business License, and it shall be unlawful for the holder of a Cardroom Employee Permit to operate as a Cardroom manager or dealer in a Cardroom after temporary suspension of the permit and such violation shall be punishable as a misdemeanor.

4.22.080 Table Operation Fee.

A. In addition to any application or renewal license fees imposed by the City pursuant to Chapters 4.06 or 4.10 upon the business of a Cardroom, such Cardroom shall be charged a quarterly table operation fee for each card table operated by the Licensee or to be operated by the applicant. The amount of this quarterly fee shall be as prescribed by the City Manager and shall be based upon the cost to the City of enforcement and administration of this Chapter, as provided in Section 4.02.060.

Exempted from this quarterly fee are additional tables used for promotional or tournament play; provided, however, that the total number of regular tables plus promotional or tournament tables in use shall not exceed the maximum number of allowable tables as provided for by this Chapter or the Licensee's Special Business License, whichever is less. Such promotional or tournament play and the use of such additional tables for such promotions and tournaments shall not exceed four days in any calendar month. The Chief of Police shall be notified seven days in advance of the promotional or tournament events and shall be notified of the duration and dates of such events.

B. The quarterly table operation fee shall be paid quarterly by the applicant or Licensee to the Director of Finance. The first quarterly fee shall be due at the filing of the initial application for a Special Business License to conduct a Cardroom. Thereafter, the quarterly due dates for payment of the quarterly table operation fee shall be on January 10 for the quarter ending December 31, April 10 for the quarter ending March 31, July 10 for the quarter ending June 30, and October 10 for the quarter ending September 30; except that if any of these days falls on a Sunday or a City holiday, the quarterly due date for payment shall be the day after such Sunday or City holiday. The quarterly table operation fee shall be delinquent if not received or postmarked on or before the quarterly due date for payment as such quarterly due date is defined above.

Prior to the beginning of each quarter the Licensee shall notify the Chief of Police as to the number of tables to be operated for that new quarter and shall pay to the Director of Finance the table operation fee accordingly. In the event that the Licensee reduces the number of tables in operation during a quarter the City shall not rebate any of the previously paid table operation fees for that quarter.

In the event that the Licensee desires to increase the number of tables in operation during a quarter, the Licensee shall pay to the Director of Finance the appropriate table operation fee for that entire quarter regardless of when the additional tables(s) are added.

C. On the denial by the Chief of Police of an application or a renewal of a Special Business License to conduct a Cardroom the quarterly table operation fee paid by the applicant or Licensee at the time of filing the initial application or the renewal shall be rebated to the applicant or Licensee by the Director of Finance until the appeal period on the denial has elapsed or, if an appeal is filed, until a final decision upholding the denial has been made and the appeal has become final in the administrative or judicial process, whichever is applicable.

If the applicant's or Licensee's appeal of the denial is granted, the applicant or Licensee shall owe and pay the appropriate table operation fee to the Director of Finance prior to the issuance of the Special Business License.

4.22.085 Hours of Operation.

A. Except as otherwise provided hereinafter in subdivisions (B) and (C) of this Section, the Licensee may operate a Cardroom twenty-four (24) hours a day and seven (7) days a week.

B. Applicants for a Cardroom license to operate a Cardroom after the effective date of this ordinance shall be required to secure a use permit as approved by the appropriate authority in accordance with the requirements of the Zoning Code of the City. Operation of the Cardroom shall thereafter be in accordance with the hours set by the use permit.

C. Those Cardrooms which possess a valid, unexpired, and unrevoked license to operate a Cardroom issued pursuant to the provisions of this Chapter and operated the Cardroom twenty-four (24) hours a day on Saturday and Sunday or on both such days for at least a continuous six month period immediately preceding the effective date of this ordinance, shall be permitted to continue the same twenty-four (24) hour operation as the Licensee conducted during such continuous six month period without the necessity of securing a use permit pursuant to subdivision (B) of this Section and as was permitted under the immediately preceding Cardroom ordinance. If such Cardroom seeks to operate other than under the same twenty-four (24) hour period it operated during such continuous six month period immediately prior to the effective date of this ordinance, and such Cardroom is located within 500 feet of a residential zone or 500 feet of property used for residential purposes, then such Cardroom is required to secure a use permit prior to such change in hours or days of operation.

4.22.090 Games Permitted.

A. Cardrooms licensed to conduct gaming in the City of Rancho Cordova shall be permitted to conduct all lawful card games allowed under applicable state law and/or state regulations.

B. Written rules for each card game offered by a Cardroom shall be provided to any patron upon request. The Licensee shall file with the Chief of Police a written Copy of the rules to each card game played in the Cardroom within thirty (30) days of the effective date of this ordinance. The Chief of Police is authorized to require modifications to the rules of such games to ensure compliance with the law.

C. The Licensee shall neither conduct games which are not on file with the Chief of Police nor change the rules of existing games that are on file with the Chief of Police. Should the Licensee desire to either conduct new games or change the rules to existing games, Licensee shall file with the Chief of Police a written copy of the rules for the proposed new games and/or the proposed new rules of an existing game within ninety (90) days. The Chief of Police shall review proposed new card games and/or proposed new rules of an existing game within ninety (90) days. The Chief of Police shall approve the proposed new card and/or proposed new rules to an existing game provided such new game or rules conform to state law.

D. If the game is patented, the Licensee shall obtain written permission from the patent-owner prior to offering the game to patrons and prior to acquiring the approval of the Chief of Police to conduct the game.

E. Except as provided in subdivision (A) of this Section, all other gaming (including, but not limited to gaming played with dice or any device for money) not otherwise prohibited by California law is prohibited. Nothing contained in this Chapter shall be construed to permit the licensing of any gambling declared illegal in the State of California.

4.22.095 Equipment – Separation.

A. No Cardroom shall maintain more than seven card tables. Chairs shall be provided for all card players. No more than twelve players shall be permitted to play at any time at any one table. Authorized games shall not utilize dominoes, tiles, dice, spinning wheels, electronic player-controlled machines or any other device other than the standard decks of playing cards traditionally used for playing such games, poker chips, and the optional dealer shoes, except, to the extent such equipment is allowed by applicable state law and/or state regulations, such equipment shall also be allowed in the City.

B. Each licensed Cardroom shall be maintained separate and apart from any other room or business operated in the building, but may be connected by a door.

4.22.100 Minors Prohibited.

No person under the age of twenty-one (21) years shall be permitted to frequent a Cardroom or to engage in any card game conducted therein.

4.22.105 Bets Limited – Notice.

No Player in a cardroom shall be permitted to wager or raise a wager by more than Fifty Dollars (\$50.00). No player shall be able to bet with cash money, markers or anything other than poker chips. The wagering limits for each table shall be clearly displayed at that table so that those who are playing at that table may be aware of the wagering limit. Notice of all the provisions and restrictions provided in this section shall be posted in a conspicuous place in the Cardroom.

4.22.110 Notice of Table Rent.

The Licensee shall post in a conspicuous place in the Cardroom notice of the amount of table rent to be charged for each table and notice of the total number of tables permitted to be in operation during the particular quarter.

4.22.115 Credit Prohibited.

No Cardroom shall extend credit to any patron in order for the patron to participate in a card game.

4.22.120 Display of Licenses and Permits.

A copy of the Special Business License applicable to the Cardroom premises and the Employee Permit of any person employed as a manager or dealer shall be posted and exhibited while in force in some conspicuous place on the Cardroom premises.

4.22.125 Protection of Patrons.

A. The Licensee shall be responsible for maintaining security on both the premises of the Cardroom and the parking lot used by the Cardroom for its patrons and employees. The Licensee shall take reasonable precautions to protect its patrons and employees. The Licensee shall also take reasonable precautions to prevent the occurrence of criminal activity on both the premises of the Cardroom and the parking lot used by the Cardroom for its patrons and employees. If the Chief of Police determines that security personnel are necessary at a Cardroom to protect the health and safety of the public, the Chief of Police is authorized to require the Cardroom to provide uniformed security personnel on both the premises and the parking lot used by the Cardroom for its patrons and employees. Such determinations by the Chief of Police shall be based on the:

- (1) Propensity for peace disturbances or criminal activity in the geographic area in which the Cardroom is located
- (2) Criminal activity or peace disturbances on Cardroom premises or the parking lot used by the Cardroom for its patrons and employees
- (3) Particular time of day, or
- (4) Any other factors which affect the health and safety of the

public and Cardroom patrons

The Chief of Police shall notify the Licensee in writing, as to the time periods; days of the week during which security is required; the number of security officers; and the location where such officers are to be provided (whether in the parking lot or on the premises). Upon receiving the written notice of security requirements, the Licensee shall conform to those requirements within forty-eight (48) hours of service thereof and shall maintain those requirements in full force and effect until such time as the Chief of Police deems they are no longer necessary.

B. Between the hours of 2:00 a.m. and 6:00 a.m., the Licensee shall not knowingly permit the consumption of alcoholic beverages on the premises or in the parking lot which the Cardroom uses for its patrons.

C. The Licensee shall not knowingly permit any obviously intoxicated person to participate in any card game.

D. The Licensee shall not knowingly permit any illegal activity to occur on the premises or in the parking lot used by the Cardroom for its patrons or employees. Illegal activity includes, but is not limited to, narcotics violations, book marking, illegal gambling loan sharking, receiving stolen property, or prostitution.

E. The Licensee shall permit the Chief of Police, Health Department, Fire Department or any other authorized public official to inspect the premises at any time during the hours of operation.

4.22.130 Exclusion or Ejection from a Cardroom.

Pursuant to and for the reasons set forth in Business and Professions Code Section 19845, the Licensee may exclude or eject individuals from the Licensee's Cardroom. Any individual who is excluded or ejected from any Cardroom and who refuses to leave the premises is subject to arrest for trespassing.

4.22.135 Conflicts.

A. If any section, subdivision, clause, phrase or portion of this Chapter conflicts with any section, subdivision, clause, phrase or portion of an express provision of the city's zoning ordinance or conditions of a use permit of the zoning ordinance or other administrative approvals issued under the zoning ordinance, the city's zoning ordinance, conditions of the use permit under the zoning ordinance, or the administrative approvals issued under the zoning ordinance shall prevail.

B. If any section, subdivision, clause, phrase or portion of this Chapter conflicts with any section, subdivision, clause, phrase or portion of The Gambling Control Act (Business and Professions Code commencing with Section 19800, et seq.) as required by the State of California, then The Gambling Control Act shall prevail.

4.22.140 Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

4.22.145 Sunset Provision.

Sections 4.22.005, 4.22.010, 4.22.085, 4.22.090, 4.22.095, 4.22.105, and 4.22.125 shall remain in effect only until December 31, 2006. As of that date, these sections are repealed unless a later enacted ordinance, that is enacted on or before December 31, 2006, deletes or extends that date. Upon repeal of such sections pursuant to this section, all Cardrooms within the City of Rancho Cordova shall be prohibited."

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

CITY OF RANCHO CORDOVA

ORDINANCE NO. 10-2004

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING A CONTRACT BETWEEN THE CITY OF RANCHO CORDOVA AND
THE BOARD OF ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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

SECTION 1: That a contract between the City Council of the City of Rancho Cordova and the Board of Administration of the California Public Employees' Retirement System is hereby authorized, a copy of said document being attached hereto, marked Exhibit B, and by such reference made a part hereof as though herein set out in full.

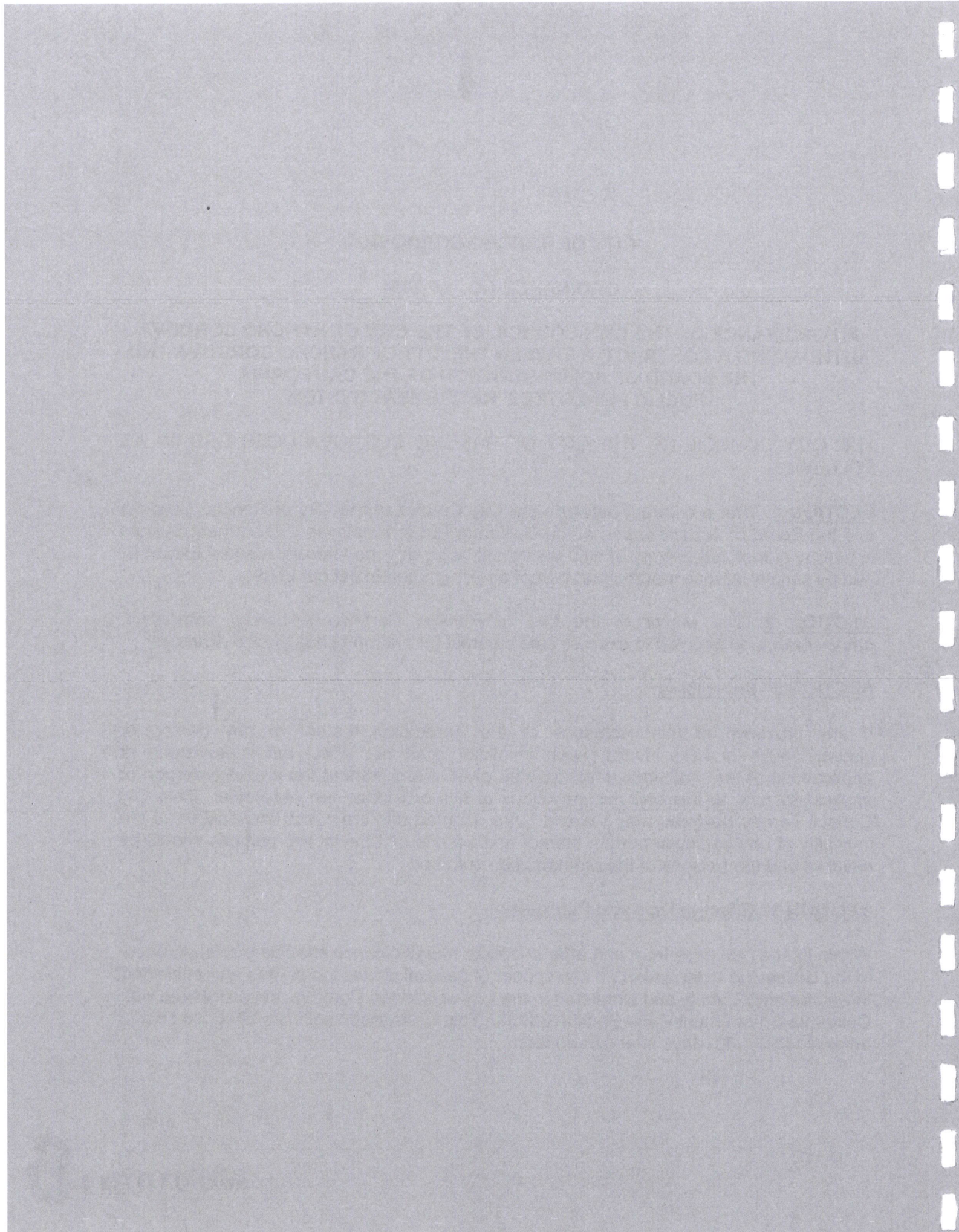
SECTION 2: The Mayor of the City of Rancho Cordova is hereby authorized, empowered, and directed to execute said contract for and on behalf of said Agency.

SECTION 3: 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.



I HEREBY CERTIFY that this ordinance was introduced at a regular meeting of the City Council of the City of Rancho Cordova, held on the 15th day of March, 2004 and **ADOPTED AND PASSED** at a regular meeting of the City Council of the City of Rancho Cordova, held on the 5th day of April, 2004 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

LINDA BUDGE, MAYOR
CITY OF RANCHO CORDOVA

ATTEST:

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

CITY OF RANCHO CORDOVA

ORDINANCE NO. 8 -2004

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA AMENDING SECTIONS 4.02.095,
16.18.204 AND 16.22.205 RELATING TO HEARING AUTHORITIES AND
ADDING SECTION 1.01.200, "ASSIGNMENT OF HEARING
RESPONSIBILITIES" TO THE RANCHO CORDOVA MUNICIPAL CODE**

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

SECTION 1: Title 11, Chapter 4.02, Section 4.02, "Hearing Authority," is hereby amended to read as follows:

"4.02.095 Hearing Authority.

Whenever the terms "Hearing Authority" are utilized in this Title, they shall be deemed to refer to a person assigned the responsibility of conducting a hearing by the City Manager. The City Manager shall be authorized to assign hearing responsibilities from time to time to any person or persons, qualified by training or experience, who the City Manager may appoint, employ or who are retained by contract to conduct such hearings."

SECTION 2: Title 16, Chapter 16.18, Section 16.18.204, "Hearing Examiner," is hereby amended to read as follows:

"16.18.204 Hearing Examiner.

Whenever the terms "Hearing Examiner" are utilized in this Chapter, they shall be deemed to refer to a person assigned the responsibility of conducting a hearing by the City Manager. The City Manager shall be authorized to assign hearing responsibilities from time to time to any person or persons, qualified by training or experience, who the City Manager may appoint, employ or who are retained by contract to conduct such hearings."

SECTION 3: Title 16, Chapter 16.22, Section 16.22.205, "Hearing Officer," is hereby amended to read as follows:

"16.22.205 Hearing Officer.

Whenever the terms "Hearing Officer" or "Hearing Examiner" are utilized in this Chapter, they shall be deemed to refer to a person assigned the responsibility of conducting a hearing by the City Manager. The City Manager shall be authorized to assign hearing responsibilities from time to time to any person or persons,

qualified by training or experience, who the City Manager may appoint, employ or who are retained by contract to conduct such hearings."

SECTION 4: Section 1.05.200, "Assignment of Hearing Responsibilities," is hereby added to Title 1 of the Rancho Cordova Municipal Code to read as follows:

"Section 1.05.200 Assignment of Hearing Responsibilities.

A. Unless otherwise provided for in this Code, whenever this Code provides that a hearing be held, the City Manager shall be authorized to assign hearing responsibilities to any person or persons, qualified by training or experience, who the City Manager may appoint, employ or who are retained by contract to conduct such hearings. Such persons include, but are not limited to, City employees, hearing officers employed by the Office of County Hearing Officer of the County of Sacramento, and administrative law judges assigned to the State of California Office of Administrative Hearings.

B. For purposes of this Section, "Code" shall mean the Rancho Cordova Municipal Code and shall include the City's Zoning Code, all incorporated Uniform Codes, and any applicable state laws and regulations."

SECTION 5: 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 6: 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

Memorandum

Date: April 5, 2004

To: Honorable City Council
Ted A. Gaebler, City Manager



From: Gene Albaugh, Director of Finance/Treasurer (Interim)

Gene Albaugh

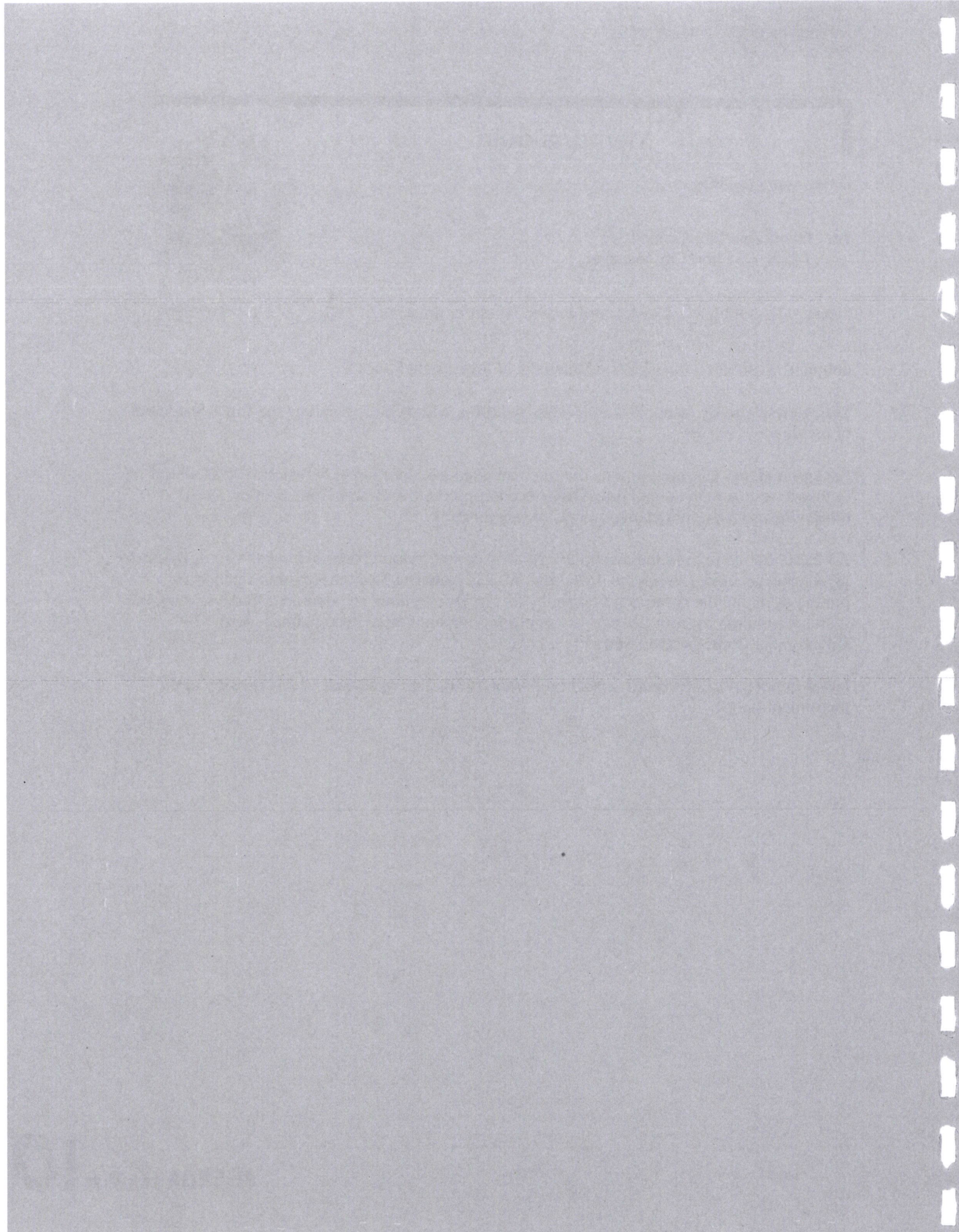
Subject: Resolution Revising the Statement of Investment Policy

Recommendation: Adopt Resolution No. 43-2004, a Resolution Revising the City's Statement of Investment Policy:

Background and Discussion: Your Council adopted a Resolution in November 2003 which outlined various policies and procedures that imposed Government Code Section 53601 requirements for permitted investments of City funds.

AB 2220, Battin, revised the maximum maturity period for purchases of banker's acceptances by local agencies from 270 days to 180 days. AB 2220 also revised the maximum period for purchases of eligible commercial paper by local agencies from 180 days to 270 days. Adoption of this Resolution by your Council brings our Investment Policy in compliance with Government Code Section 53601

Fiscal Impact: No significant impact on the City's finances as a result of this revision to the Investment Policy.



RESOLUTION NO. 43-2004

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RANCHO CORDOVA
REVISING THE STATEMENT OF INVESTMENT POLICY**

WHEREAS, Chapter 339, (AB 2220, Battin) revised the maximum maturity period for purchases of banker's acceptances by local agencies from 270 days to 180 days; and,

WHEREAS, Chapter 339 also revised the maximum maturity period for purchases of eligible commercial paper by local agencies from 180 days to 270 days; and,

WHEREAS, California Debt and Investment Advisory Commission's annual review of investment policies found that many local agencies have yet to revise the maximum maturity periods for banker's acceptances and commercial paper.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova received and adopts the City of Rancho Cordova revised Investment Policy recognizing the requirements stated in Chapter 339 (AB 2220 Battin) for all local agencies.

PASSED AND ADOPTED this 5th day of April 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Lillian Hare, City Clerk

CITY OF RANCHO CORDOVA

STATEMENT OF INVESTMENT POLICY

I. INTRODUCTION

This statement will identify various policies and procedures that will foster a prudent and systematic investment program and which will organize and formalize investment-related activities. The related activities, which comprise good cash management, include:

- A. Accurate cash projections
- B. Timely collection of revenues
- C. Control of disbursements
- D. Cost-effective banking relations

II. SCOPE

This policy will cover all funds and investment activities under the direction of the City of Rancho Cordova or its investment managers.

III. OBJECTIVES

A. Safety

The primary objective of this policy is to protect, preserve and maintain cash and investments of the City of Rancho Cordova.

B. Liquidity

An adequate percentage of the portfolio will be maintained in liquid short-term securities, which can be converted to cash as necessary to meet disbursement requirements. The liquidity percentage will be determined from time to time from projected cash flow reports. Investments will be made in securities with active secondary or resale markets. Securities with low market risk will be emphasized.

C. Yield

Within the constraints of safety and liquidity, the highest and best yield will be sought.

D. Market-Average Rate of Return

The portfolio will be designed to attain a market-average rate of return, taking into account the City of Rancho Cordova's risk constraints, the cash flow characteristics of the portfolio and state law.

E. Diversification

The portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types of individual financial institutions. Excluding U.S. Government and agency securities, no more than 10% or \$250,000, whichever is less, of the portfolio may be invested in any one institution.

F. Prudence

This investment policy is based on the "prudent investment standard" which states: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency." (Government Code Section 53600.3)

G. Public Trust

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio it must be recognized that occasional measured losses are inevitable and must be considered within the context of the overall investment return.

IV. AUTHORITY TO INVEST MONIES

Sections 53601, 53601.1 and 16429.1 of the Government Code provide legal authorization for investments of funds of local agencies. All

investments of City of Rancho Cordova shall conform to the restrictions of those laws.

V. REPORTING

A. Quarterly

1. The Treasurer shall submit a quarterly investment report to the City Council, City Manager and City Accountant - Auditor. This report will include all items required by Government Code Section 53646. These items are:
 - a. Type of investment
 - b. Institution (issuer)
 - c. Date of maturity
 - d. Amount of deposit or cost of the security
 - e. Current market value of securities with maturities over one year
 - f. Rate of interest
 - g. Statement relating the report to the Statement of Investment Policy
 - h. Statement that there are sufficient funds to meet the next six months' obligations
 - i. Accrued interest as prescribed by Government Code Section 53646.
2. The quarterly report may also include non-mandatory items such as:
 - a. Interest earned to date
 - b. Average weighted yield
 - c. Average days to maturity
 - d. Actual transactions
 - e. Percentage distribution of investment types

f. Other measurements and comparisons.

B. ANNUALLY

The Treasurer shall prepare a report detailing the performance of the portfolio as of June 30.

VI. INVESTMENT INSTRUMENTS AND MATURITIES

A. Permitted Investments

Subject to the additional requirements imposed by Government Code Section 53601, the City may purchase securities subject to the following limits:

<u>PERMITTED INVESTMENTS/DEPOSIT</u>	<u>MAXIMUM PORTFOLIO CONCENTRATION</u>	<u>MINIMUM QUALITY</u>	<u>MAXIMUM MATURITY</u>
Treasury Bills, Bonds and Notes	Unlimited		5 years*
U.S. Government and Agency Securities	Unlimited		5 years*
Time Certificates of Deposit	25%		3 years*
Negotiable Certificates of Deposit	30%	AA	3 years*
Bankers Acceptances	40%	AA	180 days
Commercial Paper (max. maturity < 180 days)	15%	A1/P1	270 days
Commercial Paper (avg. maturity < 31 days)	30%	A1/P1	31 days
LAIF	\$10,000,000		5 years
Repurchase Agreements	20%		1 year
Medium Term Notes	30%	AA	5 years*
Money Market Account	\$100,000**	AAA	5 years
Mutual Funds	15%**	AAA	5 years

* Maximum term unless expressly authorized by City Council and within the prescribed time frame for the approval. (Government Code Section 53601).

** Money Market Funds and Mutual Funds are subject to a combined limit of 20% of portfolio.

Investments shall be purchased according to the minimum credit standards listed. In the event of a downgrade in credit after the date of purchase, the Treasurer shall advise the City Manager and City Council at the next regular meeting and will use his/her best professional judgment concerning the retention of the security in the portfolio.

B. Excluded Investments

The following investments or investment practices are not permitted under this Statement of Investment Policy:

1. Purchase or sale of securities on margin
2. Reverse Repurchase Agreements
3. Financial futures and financial options
4. Guaranteed Small Business Administration (SBA) Notes
5. Government National Mortgage Associate (GNMA) Notes

VII. INTERNAL CONTROLS

The system of internal control has been established and maintained in written form. The controls are designed to prevent losses of public funds arising from fraud, error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City of Rancho Cordova. The most important controls are: control of collusion, separation of duties, separation of transaction authority from accounting and bookkeeping, custodial safekeeping, delegation of authority, limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and annual review of controls by the Treasurer.

VIII. BANKS AND SECURITIES DEALERS

In selecting financial institutions for the deposit of investment of City funds, the Treasurer shall consider the credit worthiness of institutions. The Treasurer shall continue to monitor their credit characteristics and financial history throughout the period in which City funds are deposited or invested. A commercial rating or bank watch service may be used to accomplish this objective.

IX. INVESTMENT RISKS

The City of Rancho Cordova recognizes that investment risks can result from issuer defaults, market price changes of various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. Investment managers are expected to display prudence in the selection of securities as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. As needed, the Treasurer shall periodically meet with the City Manager to establish guidelines and strategies to control credit risk, market risk and illiquidity.

In addition to these general policy considerations, the following specific policies will be followed:

- A. All transactions will be executed on a delivery versus payment basis.
- B. A competitive bid process, when practical, will be used to place all investments.

X. SAFEKEEPING AND CUSTODY

Securities purchased from broker/dealers will be held in a third-party custodian/safekeeping account except the collateral for time deposits in banks and savings and loans. The Federal Home Loan Bank of San Francisco or an approved Agent of Depository holds collateral for time deposits of thrifts. Collateral for time deposits in banks will be held in the City's name in the bank's Trust Department.

XI. STATEMENT OF INVESTMENT POLICY

Pursuant to Government Code Section 53646, the Statement of Investment Policy will be reviewed and submitted annually to the Rancho Cordova City Council.

CITY OF RANCHO CORDOVA
TREASURER'S REPORT TO CITY COUNCIL
For Month Ending February 29, 2004

	1/31/2004 BALANCE	SOURCES	USES	TRANSFERS	2/29/2004 BALANCE
<u>FUND DESCRIPTION</u>					
General Fund	2,557,151	1,801,883	(500,698)		3,858,336
Road Fund	910,355	109,691			1,020,046
Low Income Housing Fund	30,602	19,087			49,689
CDF #1	19,921		(5,171)		14,750
Solid Waste Fund	(3,052)	18,522	(5,805)		9,665
Adopt A Sign	75				75
Water Franchise Fund	(10,897)				(10,897)
Special Assessment (CDF#1)	2,476,230				2,476,230
Totals	5,980,385	1,949,184	(511,674)	0	7,417,895
<u>CASH FUNDS</u>					
General Checking	736,220	1,955,967	(518,586)	(1,350,000)	823,601
Money Market	352,499	129		(150,000)	202,628
Petty Cash Funds	250				250
Laif Investment	4,891,416			1,500,000	6,391,416
Totals	5,980,385	1,956,097	(518,586)	0	7,417,895

Gene J. Albaugh

 Gene J. Albaugh
 Finance Director/Treasurer

3-29-04

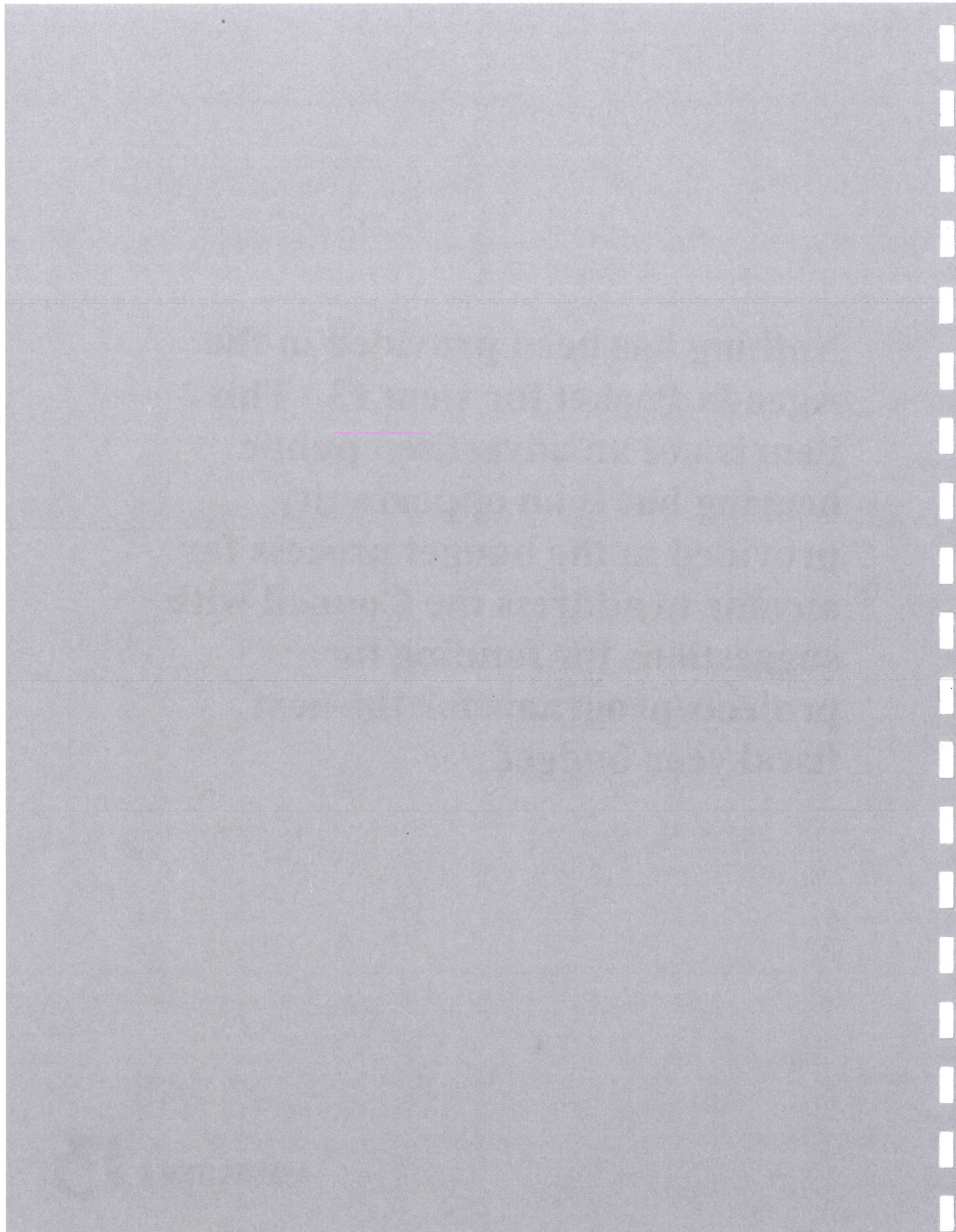
 Date

AGENDA ITEM # **11**

MEMORANDUM FOR THE RECORD
SUBJECT: [Illegible]

[Illegible]	[Illegible]	[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]	[Illegible]	[Illegible]
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[Illegible]	[Illegible]	[Illegible]	[Illegible]	[Illegible]	[Illegible]

Nothing has been provided in the Agenda Packet for Item 13. This item is not an advertised public hearing but is an opportunity provided in the budget process for anyone to address the Council with suggestions for funding for projects/programs for the next fiscal year budget.





City Council Staff Report

Date: April 5, 2004

Project: Mather GET System

File: RC-04-073

Request: Design Review for a water treatment facility and the support building, located in the South Sunrise SPA.

Location: 11500 Elk Circle Drive, Rancho Cordova

APN: 072-0550-012

Planner: William Campbell, Principal Planner

<u>Owner:</u>	<u>Applicant:</u>
The Boeing Company P.O. Box 3707 Seattle, Wa. 98124	Tetra Tech FW Inc. 3947 Lennane Dr. Suite #200 Sacramento, CA 95834

Recommendation

The Planning Commission recommended project approval to the City Council, supported by the findings in the staff report, the design package (Exhibit A) and the subject to the attached Conditions of Approval (Exhibit B).

Background

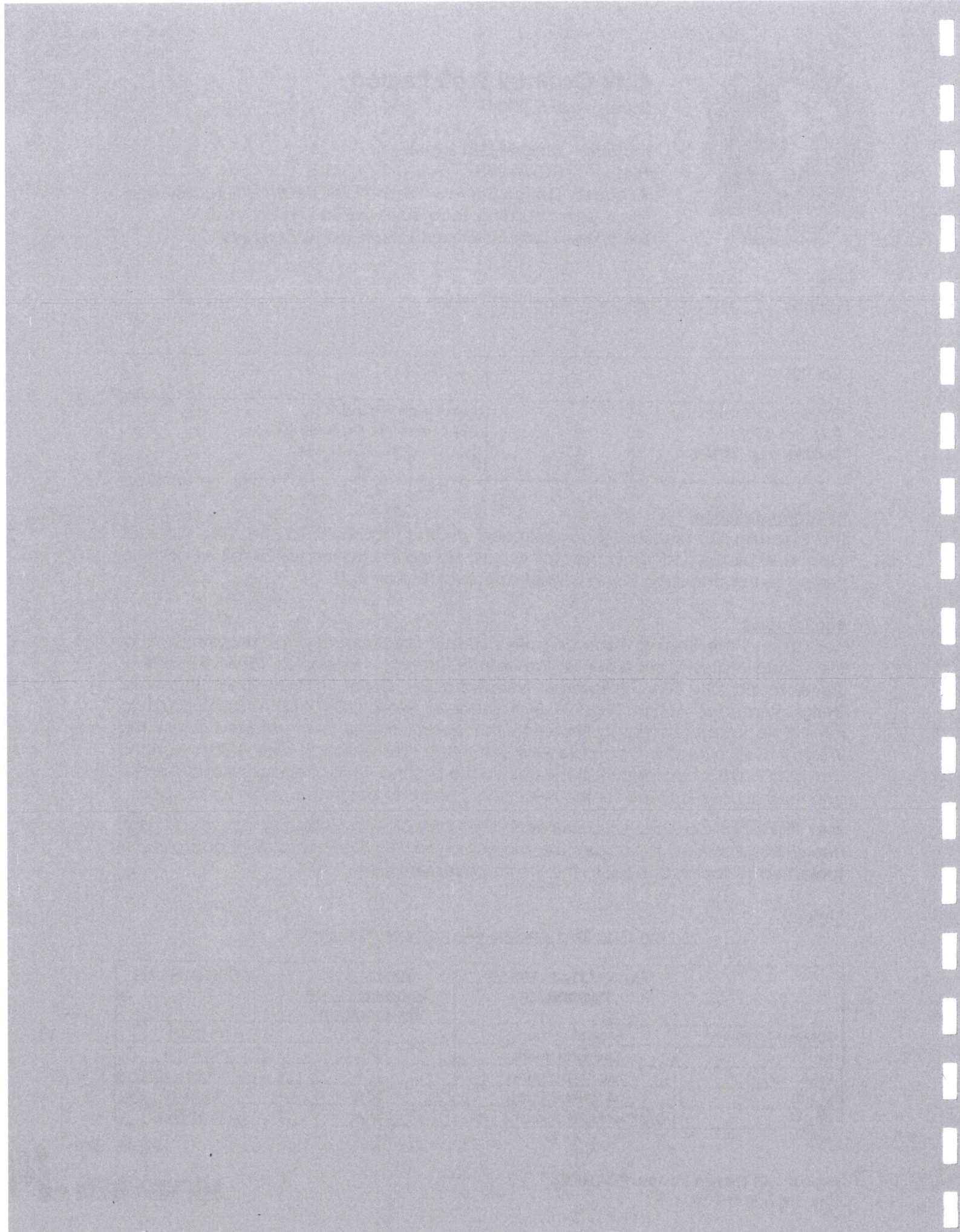
Aerojet and The Boeing Company are currently implementing the requirements of the United States Environmental Protection Agency - Region IX (EPA) Record of Decision (ROD), EPA Unilateral Administrative Order (UAO) and Remedial Design/Remedial Action (RD/RA) Statement of Work (SOW) (EPA 2001, 2002) to remediate impacted groundwater in the geographical area referred to as the Western Groundwater Operable Unit (WGOU). Remediation sites within Rancho Cordova have been identified for immediate ground water treatment and Aerojet and Boeing have applied for the necessary permits to begin the clean up process.

The Planning Commission reviewed the project on February 26, 2004 and unanimously agreed to forward the project to the City Council for final approval, as submitted in accordance with the site improvement plans.

Setting

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	Manufacturing	SPA	Vacant
North	Manufacturing	SPA	Industrial
East	Manufacturing	SPA	Auto Recycling
South	Manufacturing	SPA	Industrial
West	Mather Field Specific Plan	SPA	Mather Field



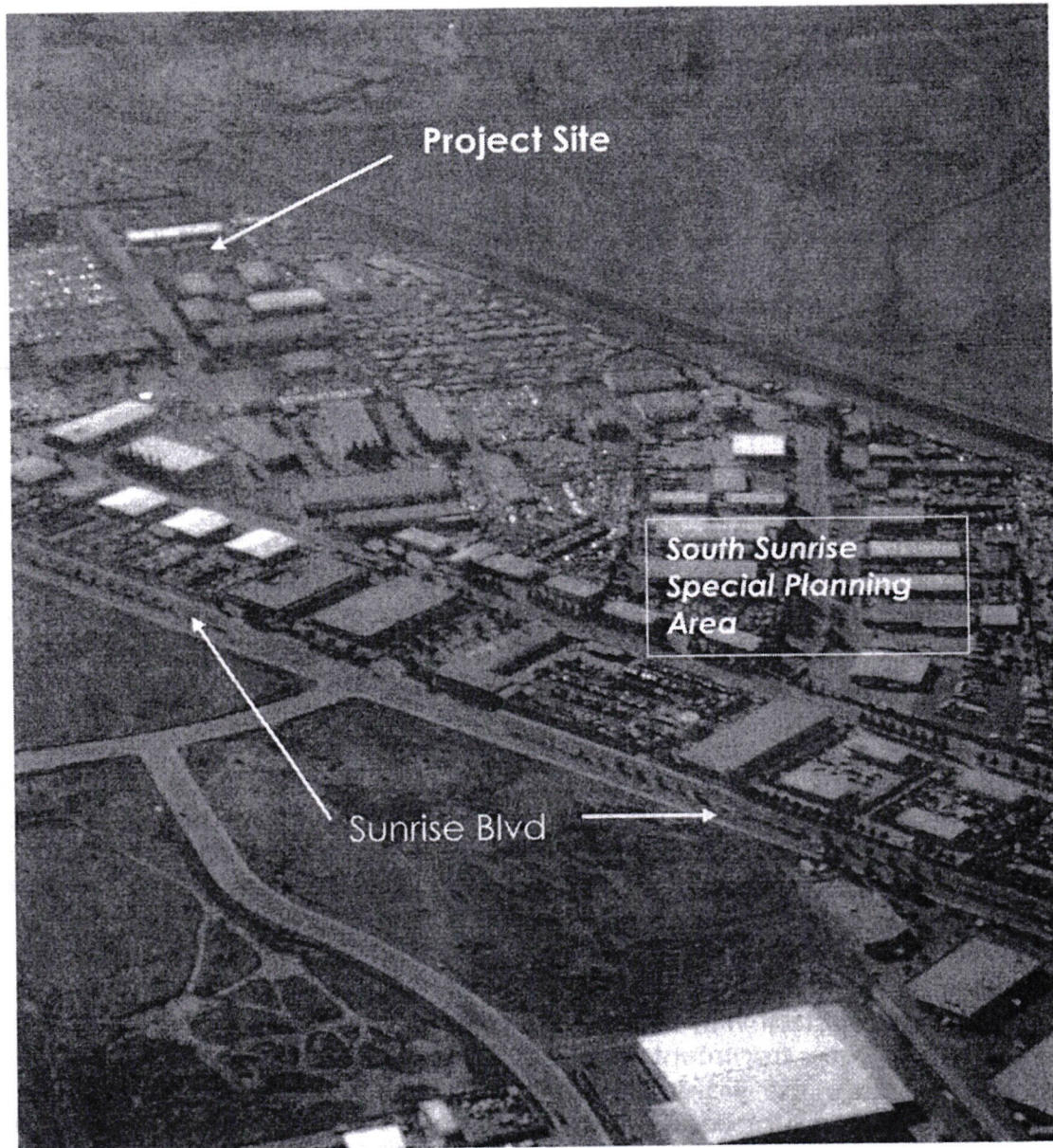


Figure 1 Aerial Site Location

Analysis:

The purpose of the design review process is to promote orderly and harmonious growth within the city. The City Design Concepts encourage:

- a) High quality building designs that consists 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.

Findings

The **Mather GET** facility is one of several water treatment facilities in the Rancho Cordova area and is located in the southern portion of the *South Sunrise Special Planning Area*. The proposed use will consist of the extraction well and treatment facilities within an enclosed yard. A 1,500 sf metal building, located towards the front of the property, is proposed to house the administrative staff, monitoring equipment and storage.

The site plan and location of the building is acceptable and consistent with other uses in the area. Engineered metal buildings are numerous in the area and the subject property is flanked by metal buildings. The building colors are earth tone (brown and tan) and would not appear garish or out of context in the area. The proposed site plan indicates two onsite parking spaces, with two driveway approaches on either side of the building. A 10 foot landscape strip is provided along the frontage of Elk Circle Drive along with landscaping at the base of the building.

A solid masonry wall will be built across the frontage, directly behind the metal building. The metal roller gates will be black vinyl coated chain link with vinyl slates, to provide view protection of the treatment facility. Landscaping will be installed in the parking lot and along the side property lines to match the surrounding landscape areas of the adjoining properties.

Conclusion:

The building is consistent with other metal buildings in the area and the main yard area will house water treatment facilities. These facilities are very important in the effort to remediate the water contamination to the ground water supply. The Planning Commission supported the project, with the 8 foot screening wall facing Elk Circle Drive and the site landscaping.

Environmental Analysis:

This project is Categorically Exempt according to the California Environmental Quality Act, Class 3 Exemption.

Financial Implications to City:

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

Recommended Motion:

"Move to adopt Resolution No. 44-2004, approving the Design Review for the Mather GET water treatment facility, according to the attached design package (Exhibit A) and the Conditions of Approval (Exhibit B)."

Attachments:

1. Resolution No. 44-2004
2. Development Plans (Exhibit A)
3. Conditions of Approval (Exhibit B)
4. Planning Commission Minutes of February 26, 2004

RESOLUTION # 44-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A DEVELOPMENT PLAN REVIEW FOR
MATHER GET SYSTEM PROJECT # RC-04-073**

WHEREAS, Tetra Tech FW Inc. (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 Mather GET System; and

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

WHEREAS, the project is Categorically Exempt according to the California Environmental Quality Act, Class 3 Exemption, 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:

1. 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:

- a) High quality building designs that consists 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.

Evidence The following justifies the findings above:

The site plan and location of the building is acceptable and consistent with other uses in the area. Engineered metal buildings are numerous in the area and the

subject property is flanked by metal buildings. The building materials and color are earth tone (brown and tan) and would not appear garish. The proposed site plan indicates two onsite parking spaces, with two driveway approaches to either side of the building. A 10 foot landscape strip is provided along the Elk Circle Drive frontage and along the building front. Additional landscaping is provided along the side property lines to match the adjoining parcels.

The plan proposes a solid 8 foot masonry wall with a cap stone across the frontage of the property, except for the gates at the entry points. The gates will be a roller type gate, with black vinyl chain link with vinyl slates, to provide view protection of the treatment facility from Elk Circle Drive.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5TH day of April, 2004.

AYES:
NOES:
ABSENT:
ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

LILLIAN HARE
CITY CLERK

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

Landscape Plans

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

Agenda Item: 14

Design Review Conditions of Approval - Ex

Prior to Issuance of Building Permits

Exhibit B: Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Prior to Issuance of Occupancy Permit			
5.	An inspection of the finished building, screening walls and fences, landscaping and all site improvements shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	
6.	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	

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission February 26, 2004

1. CALL MEETING TO ORDER

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, February 26, 2004 at the City Council Chambers. Planning Commission Chair Art Smith called the meeting to order at 6:00 p.m.

Staff Present: Director, Paul Junker; Principal Planner, Bill Campbell; Assistant Planner, Kathleen Franklin; Commission Clerk, Brenda Lehr

Role Call:

Commissioners Present: Konarski, Moe, Savorn, Skoglund, Smith, Vance, Wentz

- A. **Flag Salute** – Pledge of Allegiance was conducted.
- B. **Approval of Agenda** – The Planning Commission reviewed the Agenda of February 26, 2004.

Action: Commissioner Vance moved, second by Commissioner Wentz, to approve the agenda of the February 26, 2004 Planning Commission meeting.

- C. **Minutes** – The Planning Commission reviewed the minutes of the February 12, 2004 meeting of the Planning Commission.

Action: Vice Chair Skoglund moved, second by Commissioner Savorn, to approve the minutes of the February 12, 2004 Planning Commission meeting as written.

- 2. **PUBLIC COMMENT** – There were no public comments heard at this meeting.

3. PUBLIC HEARING

- A. **Consideration of the Tentative Parcel Map QUICK FIT TIRE – RC-03-055**

Assistant Planner Kathleen Franklin presented the staff report and recommended the approval of the Tentative Parcel Map Quick Fit Tire RC-03-055. Chair Smith opened the public hearing and took testimony from Steve Lebastchi, project applicant.

4. ACTION ITEMS

A. **Consideration of the Development Plan Review MATHER GET SYSTEM – RC-04-073**

Principal Planner Bill Campbell presented the staff report and recommended the approval of the Development Plan Review for Mather Get System – RC-04-073. Chair Smith opened the public hearing and took testimony from the project applicant.

The Commissioners had the following concerns and comments:

- Dimensions of building (24x60)
- Where is the drainage for the clean water? Goes into storm drain system.
- Would it go into Folsom South Canal or is it otherwise dedicated?
- 8 foot gate or 6 foot panel. What about the remainder of the perimeter – will it be gated as well? Will be a chain link fence around lot.
- How long will the building or processing of water be there? 10 – 15 year range if not longer.
- Building looks temporary - will the building fit the need for an extended period of time?
- Would additional siding be adequate without being too cost prohibited?
- Have any adjacent property owners or tenants approached the city with any concerns?
- Commissioners support the project and would like staff to work with applicant to look for some ways to enhance the building. Staff will take Commission concerns to the City Council, as well as, work with the applicant to make possible changes to the building before going to the City Council.
- Commissioners would like staff to take the following recommendations to the applicant: Something to help the aesthetics of the building that will hold up over a long period of time and possible landscaping additions.
- Building has already been purchased. May be counter productive to make any changes at this point.

The Commissioners felt the above concerns and comments were adequately addressed by the Conditions of Approval.

Action:

Motion: Commissioner Wentz moved, seconded by Commissioner Vance, to recommend the City Council approve the Development Plan Review along with the Conditions of Approval. The Commission directed staff to

work with the applicants to enhance the site landscaping, and possibly improving building architectural details, prior to City Council review.

Vote on the Motions:

AYES:	Konarski, Moe, Savorn, Vance, Wentz, Skoglund, Smith
NOES:	None
ABSENT:	None

There being 7 Ayes, 0 Noes and 0 Absent, the motion is hereby declared to be passed.

5. REGULAR CALENDAR

B. **PLANNING COMMISSION TRAINING** – Mr. Junker opened a discussion of design issues between the Commissioners and staff. No action taken.

6. STAFF/COMMISSION COMMENTS

Chair Smith addressed and asked the question of how much latitude the Commission has or what demands they can make for addressing concerns on projects. Mr. Junker stated the commission should address their concerns and if a comment is outside the purview of the Commission, then staff will inform the Commission of the limits of their review.

Commissioner Savorn asked the question regarding the role of the Commission in project reviews. Chair Smith addressed the question of using the County's General Plan as an example. As long as the applicants and the planning staff are fulfilling or following the parameters of the General Plan, the Commissioners have some opportunity to oppose. Mr. Junker commented that we have only been working within the Sunridge Specific Plan and it would be a significant policy decision to not support these projects that are consistent with the Specific Plan. Mr. Junker also advised the Commissioners that there will be study sessions on upcoming projects to help the Commissioners get involved early-on within the process.

Commissioner Konarski remarked that he understands Commissioner Savorn's concerns and is not comfortable with the process as well. He not sure if the projects are meeting the City's expectations. Mr. Campbell responded that the City inherited the Sunridge Specific Plan and there's limited flexibility to make changes.

7. FUTURE AGENDA ITEMS – There were no future agenda items scheduled.

8. **ADJOURNMENT**

There being no further business before the Planning Commission, the meeting was adjourned at 8:02 p.m., February 26, 2004, to the next scheduled meeting.

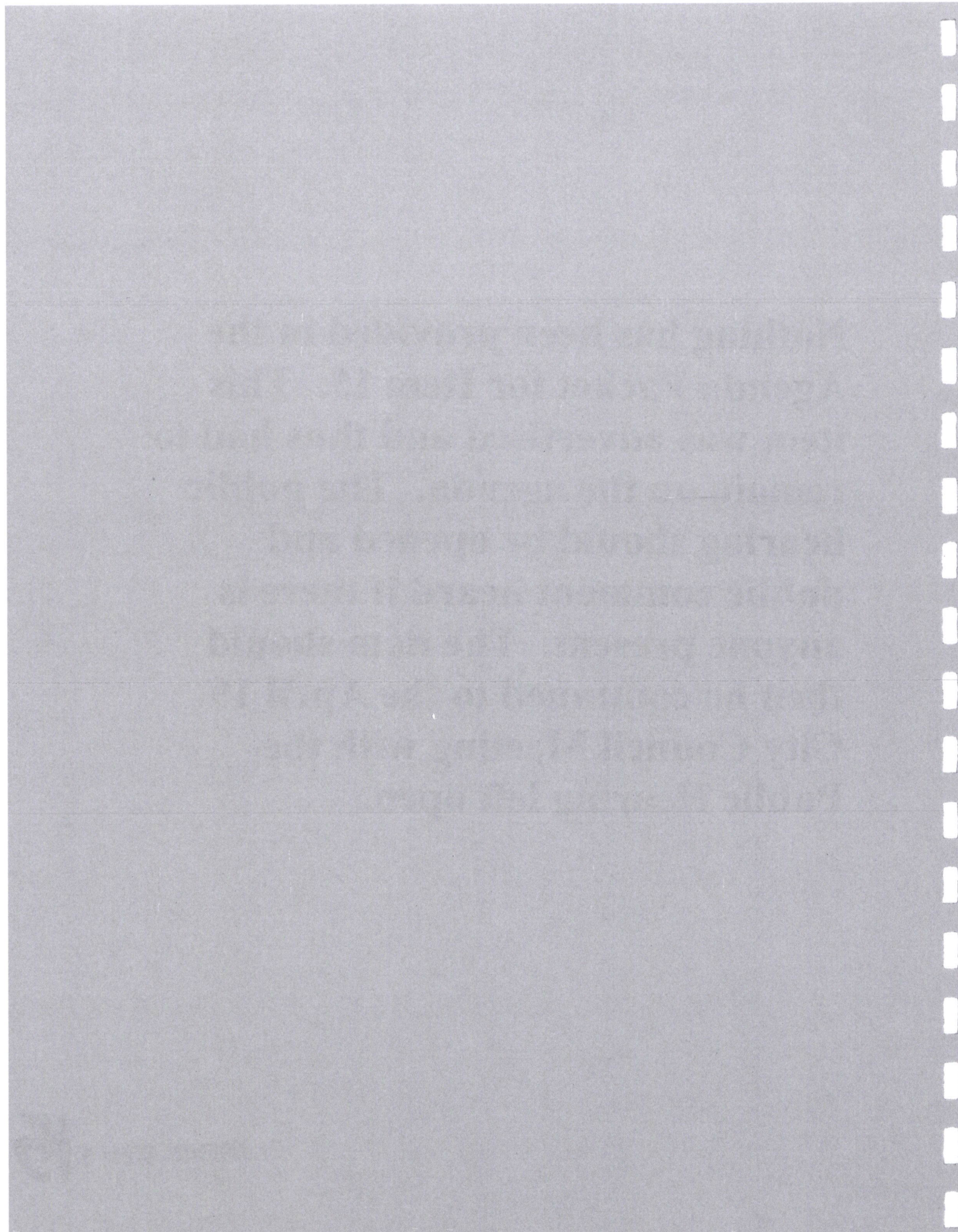
Art Smith, Planning Commission Chair

Paul Junker, Planning Director

ATTEST:

Brenda Lehr, Commission Clerk

Nothing has been provided in the Agenda Packet for Item 15. This item was advertised and thus had to remain on the agenda. The public hearing should be opened and public comment heard if there is anyone present. The item should then be continued to the April 19 City Council Meeting with the Public Hearing left open.



Memorandum

Date: April 5, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk

L Hare



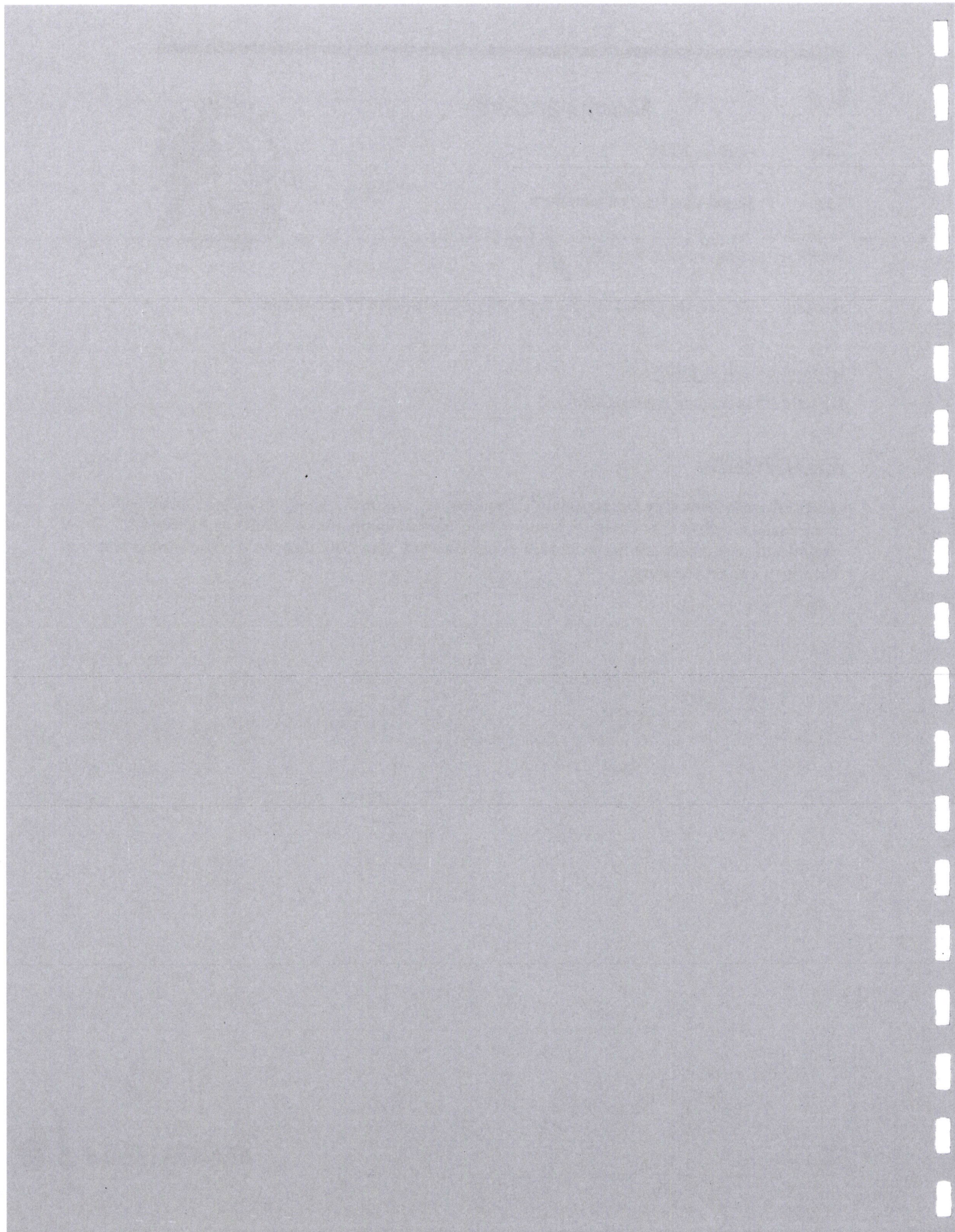
Subject: El Dorado Hills City Incorporation Committee Presentation

RECOMMENDATION:

Direct staff as deemed appropriate.

BACKGROUND:

The El Dorado Hills City Incorporation Committee has requested an opportunity to speak with the Rancho Cordova City Council regarding their current incorporation efforts and to request consideration of assistance in the form of a 'pay forward' provision that could be integrated into the City's budget planning.



Memorandum



Date: April 5, 2004

To: Honorable City Council
Ted A. Gaebler, City Manager

From: Gene Albaugh, Director of Finance (Interim)

Subject: Revision to the Transient Occupancy Tax Ordinance

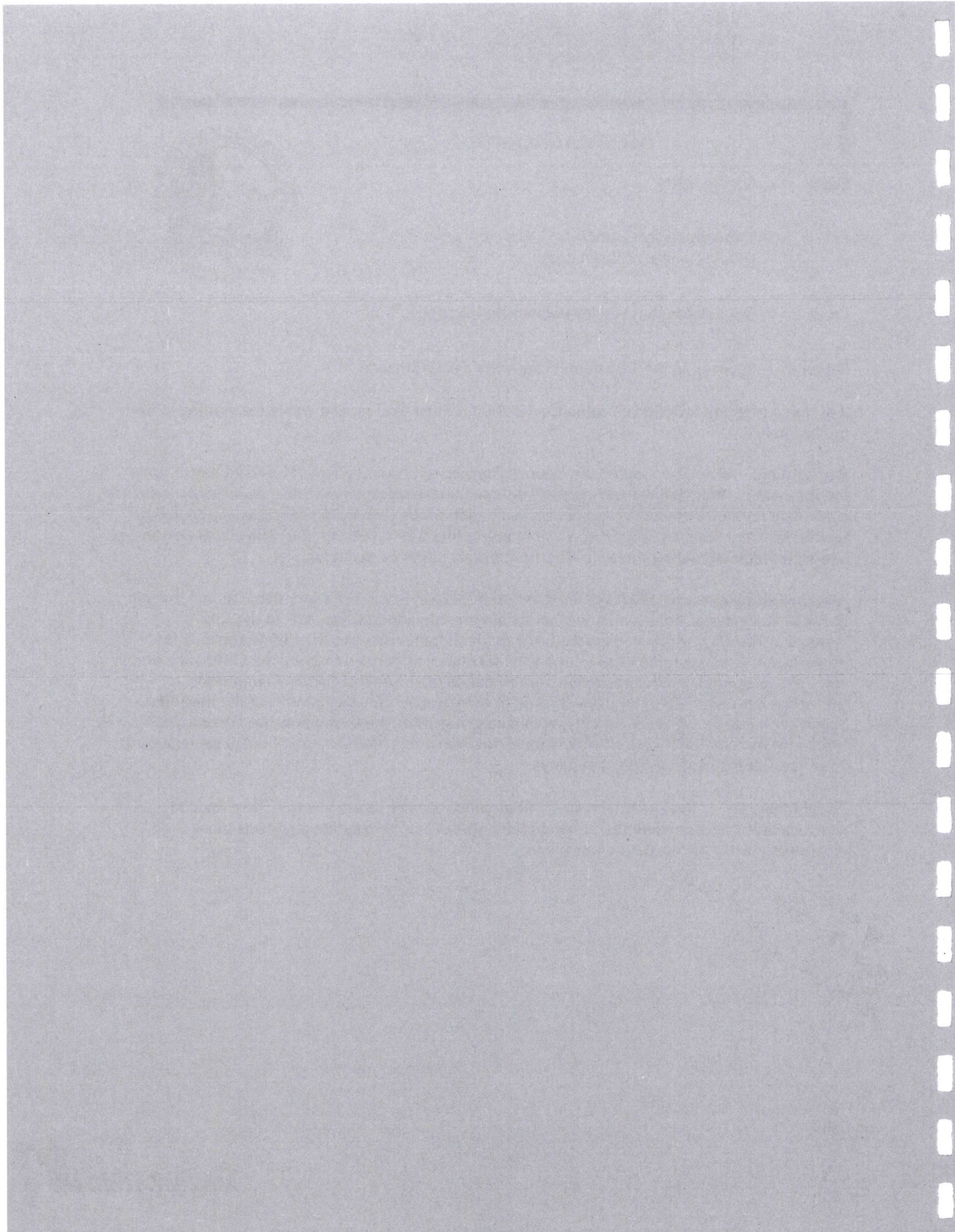
Recommendation: Introduce Ordinance 12-2004 for first reading and waive the reading of the full ordinance.

Background: The City adopted the County Transient Occupancy Tax (TOT) Ordinance upon incorporation. Your Council authorized the then City Manager to hire MBIA MuniServices as a consultant to the City to do certain reviews and audit of the records of the hotels and motels within the City. Janette Lusk, CPA, Accountant-Auditor and I met with the MBIA local person and their National Manager here in Rancho Cordova a few weeks ago.

After reviewing our ordinance and the delinquent motels, Bryan Whitford, the National Manager of MBIA made suggestions which we feel would provide added safeguards to the City's revenues. The City Attorney was asked to provide these revisions to the City Ordinance to implement these suggestions and to add legal substance as needed to bring the Ordinance up to date. As an example, add language to our ordinance to ensure that liabilities of one owner/operator would also go to the successor owner/operator upon transfer of the business. Successor liability. Consider modifying language regarding the exemptions for Federal and other government employees staying in local hotels/motels. Modification of language regarding "due date" of the respective tax payments.

Fiscal Impacts: Revised Ordinance will provide greater safeguards to City of Rancho Cordova revenues from delinquent hotel/motel operators and expedite payments more consistently with the due date of payments.

*Gene
at DA's
office involved.*



CITY OF RANCHO CORDOVA

ORDINANCE NO. 12-2004

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING RANCHO CORDOVA ORDINANCE 4-2003 RELATING TO THE
IMPOSITION OF A TRANSIENT OCCUPANCY TAX**

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

A. On July 1, 2003, the Rancho Cordova City Council adopted Ordinance No. 4-2003, authorizing the continued imposition of the existing Sacramento County transient occupancy tax (Sacramento County Code, title 3, chapter 3.08, approved by voters on November 5, 2002) within the City of Rancho Cordova.

B. The City has found that certain changes to Ordinance 4-2003 are necessary in order to improve and enhance the administrative and enforcement components of Ordinance 4-2003.

C. This ordinance will not increase or alter the existing rate at which transients are already taxed.

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

SECTION 1: Ordinance No. 4-2003, Section 3, "Imposed," is hereby amended to read as follows:

"IMPOSED. (a) For the privilege of occupancy in any Hotel, each Transient is subject to and shall pay a tax in the amount of twelve percent (12%) of the rent charged by the Operator.

(b) The tax constitutes a debt owed by the Transient to the City, which is extinguished only by payment to the Operator or to the City. The Transient shall pay the tax to the Operator of the Hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the Transient's ceasing to occupy space in the Hotel. If for any reason the tax due is not paid to the Operator of the Hotel, the Tax Collector may require that such tax shall be paid directly to the Tax Collector.

(c) Any dispute of the imposition of tax shall be made pursuant to the protest provisions in Section 13 of this Chapter. All references to "Chapter" herein shall mean this Ordinance.

SECTION 2: Ordinance No. 4-2003, Section 4, "Exemptions," is hereby amended to read as follows:

"EXEMPTIONS. (a) No tax shall be imposed upon any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the tax herein provided.

(b) No exemption shall be granted except upon a claim therefore made at the time rent is collected and under penalty of perjury upon a form prescribed by the Tax Collector."

SECTION 3: Ordinance No. 4-3002, Section 6, "Registration," is hereby amended to read as follows:

"REGISTRATION. Prior to commencing operation of a Hotel or other facility that rents occupancy to Transients, the Operator of said Hotel shall file for and obtain a General Business License from the Tax Collector. In addition to the license application form each Operator shall file a Transient Occupancy Tax Registration form, provided by the Tax Collector, and maintain the information contained therein. The registration form will include such information as the number and rental rate of the rooms in the Hotel, the name and contact information for the Hotel management, and any other information deemed appropriate to the collection of the tax. The form shall also contain the following statement: "By signing this form, I represent that _____ is the responsible owner/operator of the hotel/facility. I warrant that the information provided herein is true and correct and acknowledge that I shall be personally liable if any of the information provided herein is determined to be false."

SECTION 4: Ordinance No. 4-2003, Section 8, "Reporting and Remitting," is hereby amended to read as follows:

"REPORTING AND REMITTING. (a) Each Operator shall make a return to the Tax Collector of the total rents charged and received and the amount of tax collected for transient occupancies. The Tax Collector shall provide the forms. At the time the return is filed, the full amount of the tax collected shall be remitted to the Tax Collector. Returns and taxes are due on or before the 15th day after the close of the month for which the tax was collected. Returns and taxes that are not remitted on or before the 15th day after the close of the month for which the tax was collected shall be considered delinquent. The Tax Collector may establish shorter reporting periods for any certificate holder if deemed necessary to insure collection of the tax. The Tax Collector may require further information in the return. Returns and payments are due immediately upon cessation of business for any reason.

(b) All taxes collected by Operators pursuant to this Ordinance shall be held in trust for the account of the City until payment thereof is made to the Tax Collector.

(c) If any Operator liable for any amount of tax, interest or penalty under this ordinance sells or otherwise disposes of the business, his successors or assigns shall

withhold sufficiently from the purchase price to cover such amount until the former operator produces from the tax collector either a receipt reflecting full payment or a certificate stating that no amount is due.

(d) If the purchaser of a business fails to withhold from the purchase price as required, he shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price.

(e) If the Transient or Operator disputes the amount of tax owed, he or she may protest the tax pursuant to the procedure in Section 13. However, the Transient or Operator must first remit the tax to the Tax Collector."

SECTION 5: Ordinance No. 4-2003, Section 10, "Uncollectible Accounts," is hereby amended to read as follows:

"UNCOLLECTIBLE ACCOUNTS. Any Operator is relieved from liability for the remittance to the City of the tax imposed under this Ordinance insofar as the measure of the tax is represented by accounts which have been found to be worthless and charged off for income tax purposes. If the Operator has previously remitted the tax, he or she may, pursuant to procedures prescribed by the Tax Collector, take as a deduction the amount of tax previously remitted for the worthless and charged off account. If any such accounts are thereafter in whole or in part collected by the Operator, the amount so collected shall be included in the first return filed after such collection and the tax on such amount paid with the return."

SECTION 6: Ordinance No. 4-2003, Section 11, "Penalties-Interest," is hereby amended to read as follows:

"PENALTIES-INTEREST. (a) Original Delinquency. When a tax becomes delinquent, any Operator who fails to remit any tax imposed by this Ordinance within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.

(b) Continued Delinquency. Any Operator who fails to remit any delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax and the ten percent penalty first imposed.

(c) Fraud. If the Tax Collector determines that the nonpayment of any remittance due under this Ordinance is due to fraud, a penalty of twenty-five percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (a) and (b).

(d) Interest. In addition to the penalties imposed, any Operator who fails to remit any tax imposed by this Ordinance shall pay interest at the rate of one and one-half

percent per month or fraction thereof, compounded, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(e) Penalties Merged with Tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax herein required to be paid."

SECTION 7: Ordinance No. 4-2003, Section 18, "Penalty For Violations," is hereby amended to read as follows:

"PENALTY FOR VIOLATIONS. (a) Any person violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and shall be punishable therefore by a fine of not more than one thousand dollars, or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

(b) Any Operator or other person who fails or refuses to register as required herein or to furnish any return required to be made or who fails or refuses to furnish a supplemental return or other data required by the Tax Collector, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor, and is punishable as aforesaid. Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this Ordinance to be made, is guilty of a misdemeanor and is punishable as aforesaid."

SECTION 8: 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 9: 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

685461_1

Memorandum



Date: April 5, 2004

To: Mayor and City Council

From: Paul Junker, Planning Director
Pam Johns, Special Projects Manager

Subject: Potential Amendment to the Specific Plan Ordinance

RECOMMENDATION:

Staff is recommending the City Council consider potential amendments to the Specific Plan Ordinance and direct staff to proceed with public hearings. Assuming City Council support, this item will be scheduled for a public hearing before the Planning Commission, to be followed by formal City Council review and action.

BACKGROUND:

As part of the Zoning Code document adopted upon incorporation, the City of Rancho Cordova inherited a Specific Plan Ordinance prepared by Sacramento County. A Specific Plan is a tool for the systematic implementation of the General Plan, establishing a link between General Plan implementing policies and individual development proposals in a defined area. As described by the State Office of Planning and Research (OPR), a Specific Plan may be as general as setting forth broad policy concepts, or as detailed as providing direction to every facet of development from the type, location and intensity of uses to the design and capacity of infrastructure; from the resources used to finance public improvements to the design guidelines of a subdivision.

Specific Plan content and processing requirements are listed in Government Code Sections 65450 through 65457. While many jurisdictions in California have adopted Specific Plan Ordinances and/or Specific Plan references in the General Plan, local policies are not necessary to review or act on a proposed Specific Plan application in accordance with State law. Sacramento County prepared a detailed Specific Plan Ordinance, which was adopted by the City upon incorporation. It has come to staff's attention that members of the development community have elected alternative planning tools to the Specific Plan, in part because the current Specific Plan process established by the County is onerous.

Pam is managing the Rio del Oro project.

Specific plans grew out of master plan process. get both a land plan along w/ phasing, infrastructure, financing. Env. doc is more complex & more thorough. Can be initiated by anyone. State hearing reqs eliminate need for advisory committee.

Project applicants support the proposal.
Use a specific plan for Folsom Blvd?

Why should we use specific plans?

After reviewing the existing regulations and discussing specific provisions with current applicants of Specific Plan and Special Planning Area projects, staff is recommending the City Council consider amendments to the Specific Plan Ordinance to clarify the intent, consolidate provisions, and simplify the review process for Specific Plan applications within the City of Rancho Cordova.

DISCUSSION:

The County's Specific Plan Ordinance was adopted in March 1993 (Municipal Code Title 21, Chapter 21.14, Specific Plans) and is applicable to development within the City of Rancho Cordova. The Ordinance reiterates provisions of State law and includes additional provisions summarized below (see Attachment 1):

- Each Specific Plan shall describe measures that are being proposed to meet air quality mandates, address traffic congestion and present land use designs responsive to travel by pedestrians, automobile traffic and public transit.
- Preparation and processing of Specific Plans shall be a collaborative effort between the applicant and County (City).
- The Specific Plan shall be initiated by the Board of Supervisors (City Council) by a Resolution of Intention. If requested by private party, petition (application) requirements are listed.
- Application requirements are listed in the Ordinance, including submittal of all proposed amendments to the General Plan, Community Plan and/or zoning provisions.
- A Board- (Council-) appointed Citizens Advisor Committee is to review the Specific Plan application and establish objectives to guide the preparation of the Specific Plan based on a community-wide perspective.
- To initiate the formal application review process, the applicant shall indicate in writing the submittal of the formal "request to initiate staff review" along with all appropriate draft documents, such as draft technical studies or the draft Specific Plan. This commences the 30-day review period (Permit Streamlining Act). The County (City) can deem the application incomplete during this period and request additional information.
- Form and Content of the Specific Plan documents shall be in substantial conformance with the form and content outline as discussed by the Specific Plan Procedures and Preparation Guide (separate document adopted by the County).

- Specific Plans are adopted by ordinance and referenced by Title and Section of the Zoning Ordinance. Specific Plans are delineated on the Community Plan and Zoning Map like a designation or district in a manner that distinguishes it from other Specific Plan areas. Unique zoning provisions for the plan area shall be as described in the adopted Specific Plan or zoning code.

As previously mentioned, many jurisdictions in California have adopted Specific Plan Ordinances, but few include the level of detail and processing requirements established by Sacramento County. State law includes minimum content requirements and mandates public participation and adoption procedures. The additional process requirements established by the County add another layer of review that may not be necessary or beneficial. Furthermore, detailed content guidelines may not allow the City sufficient flexibility to utilize this planning tool for unique projects (e.g., Folsom Boulevard Specific Plan).

Planning and legal staff have worked together to draft an amended Specific Plan Ordinance for City Council consideration (Attachment 2). As proposed by staff, the draft Specific Plan Ordinance would replace the existing provisions in Municipal Code Title 21, Chapter 21.14 to clarify the intent, consolidate provisions, and simplify the review process for Specific Plan applications within the City of Rancho Cordova. Provisions are summarized below.

- Purpose and intent explains the relationship to the General Plan and refers to relevant Government Code Sections.
- Specific Plans can be initiated by property owner(s) or by City Council Resolution.
- Specific Plans shall be prepared by the initiator, including detailed information in the form of text and diagrams, organized in compliance with an outline furnished by the planning department and state law.
- Specific Plan filing, processing, and adoption are summarized including application submittal, department evaluation/distribution, environmental review, public hearings, and conformance with the General Plan. In addition to the required public hearings, draft provisions state "The City also encourages a minimum of one study session/community workshop with decision-makers and members of the public to introduce the project and solicit feedback in advance of public hearings."
- The Specific Plan document is to be adopted by Resolution and corresponding Ordinance for zoning designation as "Specific Plan (SP) District" on the City's Zoning Map. Each Specific Plan will be delineated with an SP and corresponding # (e.g., SP2004-01) to distinguish between adopted Specific Plans.

- Subsequent development within a Specific Plan area is required to be consistent with the adopted Specific Plan and any amendment will be processed in the same manner as original adoption. Language has been included to address substantial compliance determinations by the City's designated decision-maker.

In addition to this amendment, staff is recommending the establishment of a Specific Plan District in Zoning Code Title II, Chapter 35 (Special and Combining Land Use Zones) to implement the planned delineation of adopted area plans on the City's Zoning Map. Draft text is listed in Attachment 2.

PUBLIC REVIEW:

Staff has discussed the draft amendments with current applicants of Specific Plan or Special Planning Area projects in the City (Rio Del Oro and Sunrise Douglas II). To date, input has been in support of recommended changes to the Specific Plan Ordinance, including recommendations for clarification, which have been incorporated into the draft ordinance. If directed to proceed, staff will schedule public hearings before the Planning Commission and the City Council

CEQA DETERMINATION:

Staff proposes that the amendment of the Specific Plan Ordinance will be exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15061 of the CEQA Guidelines. Due to the nature of the proposed code revisions, there is no evidence that any impact to the environment would occur as a result of adoption of an amended Specific Plan Ordinance.

Attachments: Adopted Specific Plan Ordinance, Section 21.14, Specific Plans
 Draft Specific Plan Ordinance

SPECIFIC PLANS

Chapter 21.14

SPECIFIC PLANS

Sections:

- 21.14.010 General.
- 21.14.020 Authority.
- 21.14.030 Purpose.
- 21.14.040 Intent.
- 21.14.050 Fees.
- 21.14.060 Initiation Procedures.
- 21.14.065 Private Applications During the Preparation of Specific Plans.
- 21.14.070 Specific Plan Preparation Procedures.
- 21.14.080 Form and Content.
- 21.14.090 Review and Approval by Commission and Board.
- 21.14.100 Delineation of Specific Plan Areas.
- 21.14.110 Revisions.
- 21.14.120 Amendments.

21.14.010 GENERAL. Specific Plans in the County of Sacramento shall be initiated, reviewed, prepared, approved and amended pursuant to the requirements of this chapter, Title 21, and the County of Sacramento Zoning Ordinance. (SCC 0908 § 1, 1993).

21.14.020 AUTHORITY. Specific Plans are authorized by California Government Code which specifies minimum contents and provides for collection of fees and an additional environmental review procedure. California law mandates:

(a) A Specific Plan shall include a text and a diagram or diagrams which specify all of the following in detail:

(1) The distribution, location and extent of the uses of land including open space, within the area covered by the plan.

(2) The proposed distribution, location and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the plan.

(3) Standards and criteria by which development will proceed, and standards for the conservation and utilization of natural resources, where applicable.

(4) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraph (1), (2), and (3).

(b) The Specific Plan shall include a statement of relationship of the Specific Plan with the General Plan.

California law also provides that a Specific Plan may include optional contents to "address any other subjects which in the judgment of the planning agency are necessary or desirable for the implementation of the General Plan." (SCC 0908 § 1, 1993).

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21.14.030 PURPOSE. The purpose of the Specific Plan process is to provide an application tool for use in implementing the County's General Plan on an area-specific basis. A Specific Plan prepared in accordance with the requirements set forth herein is intended to serve as a policy and/or regulatory document, with policy direction and project development concepts consistent with the County's General Plan, and the development standards and zoning included to address the unique situations within the Specific Plan area to provide regulatory controls.

In the event there is a discrepancy between standards adopted within a Specific Plan and comparable regulations of the County of Sacramento's Zoning Code or development standards, the standards and regulations made part of the Specific Plan shall prevail. (SCC 0908 § 1, 1993).

21.14.040 INTENT. Pursuant to State law, after the legislative body has adopted a General Plan, the Planning Agency may, or if so directed by the legislative body, shall prepare Specific Plans for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. Specific Plans shall be utilized to implement the policy and intent of the County of Sacramento General Plan and shall not be used to circumvent the General Plan process in which general development policy is determined. California law provides that a Specific Plan may include optional contents to implement the General Plan. Each Specific Plan shall describe measures that are being proposed to meet air quality mandates, address traffic congestion and present land use designs responsive to travel by pedestrians, automobile traffic and public transit.

The preparation and processing of Specific Plans shall be a collaborative effort between the applicant and County staff. Input shall be obtained from community members. Based on this input, the County and applicant shall strive to create a plan that conforms to Community-wide planning goals. (SCC 0908 § 1, 1993).

2.14.050 FEES. Application fees for the review and preparation of Specific Plans shall be set by a resolution of the Board of Supervisors as provided by Section 65456 of the California Government Code which allows fees to be charged to recover the costs incurred to provide staff time to review the applications, prepare, review, and comment on the Specific Plan proposal and corresponding documents. A flat fee shall be charged for staff time to review the petition requesting to prepare a Specific Plan and prepare a staff recommendation. In addition, a base flat fee shall be charged upon submittal of the Specific Plan Application. Staff time will be billed against this base fee on an hourly basis. When staff hours exceed those

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provided for by the base fee, an additional fee shall be charged to the applicant. (SCC 0908 § 1. 1993).

2.14.060 INITIATION PROCEDURES. A Specific Plan shall be initiated by the Board of Supervisors by a resolution of intention.

A. Criteria for Specific Plan Initiation.

(1) Specific Plans may be initiated either (a) within the Urban Policy Area as identified in the adopted General Plan; or (b) within any area inside the Urban Services Boundary where a formal Community Plan update has been initiated by the Board of Supervisors.

(2) A "Request to Prepare a Specific Plan" may be submitted either (a) within the Urban Policy Area as delineated on the revised draft General Plan, dated December 9, 1992; or (b) within any area inside the Urban Services Boundary as delineated on the revised draft General Plan, dated December 9, 1992 where a formal Community Plan update has been initiated by the Board. The Board of Supervisors may choose to initiate Specific Plans within these areas of may choose to condition initiation upon consistency with the updated General Plan. This paragraph shall expire on December 31, 1993.

B. Request for Specific Plan Process.

Request for preparation of a Specific Plan may be initiated by either private parties or by the County.

Private parties wishing to use a Specific Plan to implement General Plan policy shall petition the County requesting permission to prepare a Specific Plan for their project. The petitioner shall file a "Request to Prepare a Specific Plan" with the County of Sacramento Planning and Community Development Department, and shall pay appropriate fees for staff time to review the request. The petitioner is not required to own or otherwise control the majority of the property requested to be included within the Specific Plan area.

Said petition shall include:

- (1) a description of the proposed project,
- (2) a brief justification for the use of the Specific Plan process,
- (3) a vicinity map drawn to scale showing the proposed Specific Plan area and areas within one mile of the property,
- (4) a location map drawn to scale showing the property and exterior property lines within (500') five hundred feet of the subject property,
- (5) mailing labels with the names and addresses of property owners, and assessor's parcel numbers for the properties shown on the location map, listed from the latest assessor's roll,
- (6) the existing land use (i.e., General Plan, Community

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Plan and Zoning) designations for the properties shown on the map, and

(7) any additional information required by the Planning Director to show the need or desirability to utilize the Specific Plan process.

The initiation of a Specific Plan by the County shall require preparation of a staff report to the Board of Supervisors addressing items 1 through 7.

C. Initial Notification of Request to Initiate a Specific Plan.

Upon scheduling of the petition at a hearing of the Board of Supervisors, the Planning Department shall conduct an initial notification of this hearing. This initial notification is not subject to the requirements of State Law inasmuch as a formal "project" as defined by CEQA has not been submitted. Notice shall be given as described in Section 65091 of the California Government Code. The applicant shall provide any necessary mailing labels as part of the petition submittal. In addition, the Department shall provide the appropriate local Community Planning Advisory Council(s) with a copy of the petition request and invite comment of the CPAC prior to consideration of the petition by the Board of Supervisors.

D. Pre-Initiation Conference.

Upon receipt of the petition, the Planning Department shall schedule a Pre-Initiation meeting with the petitioner within 30 days to review the Specific Plan petition. Upon review of the petition, the Planning Director has the discretion to propose enlargements or modifications to the proposed Specific Plan boundaries and scope of the project in order to facilitate comprehensive planning.

E. Preparation of Staff Report Recommending Disposition of Petition.

The Planning Department shall prepare a staff report regarding the petition, including a recommendation to accept or deny the petition.

F. Consideration by Board of Supervisors.

The petition and the planning staff report shall be forwarded to the Clerk of the Board and scheduled as an item on the Agenda for a regularly scheduled Board of Supervisors meeting. The Board of Supervisors may act to deny said petition or accept the petition directing that the petitioner and County prepare a Specific Plan for the area as proposed by the petitioner, or as recommended in the staff report prepared by the County Planning and Community Development Department. If the Board of Supervisors accepts said petition, the Board shall endorse a resolution initiating the Specific Plan process and shall direct the formation of a citizen's advisory committee, a

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technical advisory committee, and may direct that a letter introducing the project be circulated to key agencies and other interested parties. (SCC 0908 § 1, 1993).

21.14.065 PRIVATE APPLICATIONS DURING PREPARATION OF SPECIFIC PLAN. If the Board of Supervisors adopts a resolution initiating a specific plan pursuant to Section 21.14.065 of this Chapter, no private applications for general plan amendments, community plan amendments, rezones or tentative maps relating to property included within the area for which a specific plan has been initiated shall be accepted unless one of the following conditions is met.

(a) the Board of Supervisors has previously amended its resolution initiating a specific plan to delete the property for which a general plan amendment, community plan amendment, rezone or tentative map is sought;

(b) the applicant desires to pursue such general plan amendment, community plan amendment, rezone or tentative map concurrently with the specific plan and has entered into an agreement with the County to financially participate in the preparation of the specific plan; or

(c) the specific plan relative to the property for which a general plan amendment, community plan amendment, rezone or tentative map is sought has been approved, denied or withdrawn. (SCC 0930 § 1, 1993).

21.14.070 SPECIFIC PLAN PREPARATION PROCEDURES.

A.Application.

The application for a Specific Plan shall include a formal application form with accompanying diagrams and other pertinent information regarding proposed amendments to appropriate plans (e.g., General Plan, Community Plan) or proposals to amend zoning provisions. These diagrams and other information may consist of conceptual land use diagrams or, in the event specific land uses have not been determined, objectives describing the intent of urbanization. Due to the significant role an adopted Specific Plan plays in the implementation of the General Plan, project applicants should seek guidance from the Planning and Community Development Department prior to submitting an application for a Specific Plan. Such guidance regarding relevant General Plan goals, policies, land use, and implementation programs may be provided through preapplication conferences, written material, study sessions or other appropriate means. Submission of this application will not begin the County's formal 30 day application review process.

B.Initial Environmental Review.

The County's Department of Environmental Review and Assessment (DERA) shall review the initial Specific Plan application. DERA may identify information and technical studies

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ultimately required by the California Environmental Quality Act (CEQA). To the extent possible, DERA will review and validate reports submitted during the initial review period describing base-line information and existing conditions, from which assumptions on preparation of the Plan will be made. Validation of these reports shall not preclude DERA from requiring additional information during the formal CEQA review process.

C. Community Input.

As directed by the Board of Supervisors pursuant to Section 21.14.060 E, the Board of Supervisors shall appoint a Citizens Advisory Committee (CAC). This Committee shall include members of the local Community Planning Advisory Council and other members as appropriate. The Board of Supervisors shall direct the Planning Department to convene the CAC to review the Specific Plan proposal and establish objectives to guide preparation of the Specific Plan based on a community-wide perspective. The Citizens Advisory Committee shall meet with County Staff and the project applicant as necessary during the preparation of the plan to review key planning principles and issues. Said Committee is advisory, however; modifications should be considered to development plans as appropriate.

D. Technical Advisory Committee.

As directed by the Board of Supervisors pursuant to Section 21.14.060 E, the County shall assemble and convene a Technical Advisory Committee (TAC) comprised of select representatives from key County departments and other agencies. The TAC shall meet with the project applicant as necessary to discuss key project issues and shall review technical matters as appropriate. The Technical Advisory Committee shall provide the project applicant with information regarding County policy, standards and guidelines in response to the proposed project. The TAC is advisory; the County will have the authority to determine adequacy of documents pursuant to Section 21.14.070 E.

E. Preparation.

Prior to the actual preparation of the Plan or other technical studies, the applicant shall meet with appropriate County staff and/or the TAC to review assumptions, methodology, data and information resources, timeframe and scope of work. These items shall be prepared to the satisfaction of the Director of Planning. The Specific Plan and accompanying technical documents and studies may be prepared by the project applicant or applicant's representative. The Specific Plan and related technical documents are, however, subject to the review and approval of the County of Sacramento. The Planning Director has the authority to require revisions to technical information deemed inadequate. In the event that consensus between the project applicant and the County is not reached, the Director of Planning may require that alternatives to the Plan be prepared and submitted for review. These alternatives may be required in

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order to meet policies of the General Plan, Community Plan or objectives set by the Citizens Advisory Committee.

F. County Staff Review of Draft Documents.

In order to initiate the County's formal application review process, the applicant shall indicate in writing the submittal of a formal "Request to initiate staff review" along with all appropriate draft documents, such as Draft Technical Studies or the Draft Specific Plan. The "Request to initiate staff review" shall begin the County's 30 day review period consistent with the State Permit Streamlining Act (Section 65920 et seq.). The formal request and draft documents shall be marked with a date received stamp. During the 30 day review period, County staff may find the documents incomplete and may request additional information. The project shall not proceed forward until all additional information is received and the application is deemed adequate and complete.

G. CEQA Environmental Review.

Following acceptance by County Planning staff, the Specific Plan shall be forwarded to the Department of Environmental Review and Assessment for the preparation of the appropriate environmental documentation pursuant to CEQA and the County's procedures for preparation and processing of environmental documents. A fee for the preparation of the CEQA Environmental Document shall be estimated by the Environmental Coordinator. The applicant shall be responsible for all costs associated with preparation of the environmental document and shall pay such fees prior to its preparation.

H. Public Review and Comment.

Following publication of the CEQA Environmental Document, the Specific Plan and Environmental Document shall be circulated for public review and comment as provided for by state law and the County's procedures for preparation and processing of Environmental Documents, and shall be scheduled for public hearing before the Policy Planning Commission and Board of Supervisors. (SCC 0908 § 1, 1993).

21.14.080 FORM AND CONTENT. Specific Plan documents shall be in substantial conformance with the form and content outline as discussed by the County of Sacramento's Specific Plan Procedures and Preparation Guide. (SCC 0908 § 1, 1993).

21.14.090 REVIEW AND APPROVAL BY COMMISSION AND BOARD. The Policy Planning Commission is the appropriate authority to review the Specific Plan application and may recommend denial or approval of the Specific Plan. After review of the Specific Plan by the Commission, the Plan and the Commission's recommendation shall be referred to the Board of Supervisors for a final decision. If the Policy Commission's recommendation is for denial, the Plan and the justification for the Commission's

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recommendation shall proceed to the Board of Supervisors without the necessity to file an appeal. If the Commission's recommendation is for modification of the Specific Plan, additional environmental review pursuant to CEQA and the CEQA guidelines may be required.

The Board of Supervisors may approve or deny the proposed project. If approval is granted, the Specific Plan shall be adopted in its entirety by ordinance and referenced by Title and section in the Zoning Ordinance. (SCC 0908 § 1, 1993).

21.14.100 DELINEATION OF SPECIFIC PLAN AREAS. Upon approval of the Specific Plan document by the Board of Supervisors, the Community Plan and Zoning Map will delineate Specific Plans in a manner similar to that of any other zoning district except that each SP-zoned area shall be clearly outlined on the Community Plan and Zoning Grid Map and bear a number which distinguishes it from other Specific Plan areas. The assignment of the SP designation and number serves to provide a reference to the document. Upon approval, in most cases an adopted Specific Plan will create zoning categories unique to that Plan; these zoning regulations and standards will be described within the Plan itself rather than within the Community Plan, or in the Zoning Ordinance. (SCC 0908 § 1, 1993).

21.14.110 REVISIONS. Each Specific Plan shall specify the revision procedures and define what types of modifications qualify as a revision. The approval of the County Planning Director will be required to incorporate revisions requested of a Specific Plan. Revisions may consist of such items as typographical errors, measurement errors or boundary adjustments as allowed by the Specific Plan. Said revisions shall comply with the requirements and intent of the Specific Plan and shall not change the basic configuration or intent of the plan. An Initial Study shall be prepared by the County's Environmental Coordinator for all applications for revision to the Specific Plan to determine the appropriate environmental document for processing the revision pursuant to CEQA and the County procedures for preparation and processing of environmental documents. (SCC 0908 § 1, 1993).

21.14.120 AMENDMENTS. Proposals to amend a Specific Plan which necessitates a General Plan Amendment to maintain consistency shall be subject to the limitations General Plans have under the California Government Code with regards to the number of times amendments that may be considered in a year, unless said amendment is deemed unnecessary due to criteria identified in the Zoning Consistency matrix of the General Plan. (SCC 0908 § 1, 1993).

**PROPOSED AMENDED SPECIFIC PLAN ORDINANCE
REVISES TITLE 21 PLANS (SACRAMENTO COUNTY CODE)
CHAPTER 21.14 SPECIFIC PLANS**

(Note: Existing SP Ordinance SCC-0908 does not appear to be located in the Zoning portion of the County Code – the Planning Department recommends relocating this Code section to Zoning Title 1 – General Provisions with other permits and procedures.)

Section 21.14.010	Purpose and Intent
Section 21.14.020	Initiation of Specific Plans
Section 21.14.030	Preparation and Content of Specific Plans
Section 21.14.040	Filing, Processing, and Adoption of Specific Plans
Section 21.14.050	Method of Adoption
Section 21.14.060	Delineation of Specific Plan Areas
Section 21.14.070	Implementation and Amendments

*How does this
hinder or facilitate
form based
zoning?*

21.14.010 Purpose and Intent. The purpose of a Specific Plan is to provide a vehicle for implementing the General Plan on an area-specific basis. A Specific Plan prepared in accordance with the requirements set forth herein is intended to serve as a policy and/or regulatory document, with policy direction and project development concepts consistent with the General Plan, and the development standards and zoning included to address the unique situations with the Specific Plan area to provide regulatory controls. In the event there is an inconsistency or conflict between an adopted Specific Plan and comparable provisions of the Zoning Code, the Specific Plan shall generally prevail. This chapter is consistent with California Government Code Section 65450 through 65457.

21.14.020 Initiation of Specific Plans. A specific plan may be initiated as follows:

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to Roseville*
- A. City. By a Resolution of Intention adopted by the City Council; or
 - B. Property Owner. By an application being filed by the owner(s), or their authorized agent(s), of property which would be the subject of the specific plan, along with the application fee. If initiated by the owner(s) of property, a pre-application conference with the Planning Director is encouraged prior to the filing of a formal specific plan application.

21.12.030 Preparation and Content of Specific Plans. The initiator shall prepare a draft Specific Plan for review by the city that includes detailed information in the form of text and diagrams, organized in compliance with an outline furnished by the Planning Department and state law (Government Code Section 65451). The following information shall be provided:

- A. Proposed Land Uses. The distribution, location, and extent of land uses proposed within the area covered by the Specific Plan, including open space areas;

- B. Infrastructure. The proposed distribution, location, extent, and intensity of major components of public and private drainage, energy, sewage, solid waste disposal, circulation, transportation, water, and other essential facilities proposed to be located within the Specific Plan area and needed to support the proposed land uses;
- C. Land Use, Development Standards, and Design Guidelines. Standards, criteria, and guidelines by which development would proceed, and standards for the conservation, development, and utilization of natural resources, where applicable;
- D. Implementation Measures. A program of implementation measures, including administration, regulations, programs, public works projects, and financing measures necessary to carry out the proposed land uses, infrastructure, and development and conservation standards and criteria;
- E. Relationship to General Plan. A discussion of the relationship of the Specific Plan to the objectives, policies, general land uses, and programs of the General Plan; and
- F. Additional Information. The Specific Plan shall contain any additional information determined to be necessary by the Planning Director based on the characteristics of the area to be covered by the plan, applicable policies of the General Plan, or any other issue(s) determined by the Director to be significant.

21.14.040 Filing, Processing, and Adoption of Specific Plans.

- A. Filing and Initial Processing. A draft Specific Plan proposed by a property owner shall be filed with the Planning Department and shall be accompanied by a deposit determined by the Planning Director. A Specific Plan applicant shall be required to pay the full cost of staff, consultant, and attorney time associated with processing and defending the Specific Plan project. A draft plan proposed by an applicant or prepared by the city shall then be processed in the same manner as required for General Plans by state law (Government Code Sections 65350 et seq.), and as provided by this section.
- B. Department Evaluation of Completeness. After the receipt of a draft Specific Plan, the Planning Department shall review the draft Specific Plan to determine whether it complies with the provisions of this chapter. If the draft Specific Plan is not in compliance, it shall be returned to the applicant with a written explanation of why it does not comply, and with suggested revisions to ensure compliance. When a draft Specific Plan is returned by the applicant to the Planning Department and the Planning Department determines it is complete and in compliance with this chapter, the plan shall be deemed accepted for processing.

30 days?

- C. Specific Plan Distribution and Review. Once complete, draft Specific Plan application materials shall be circulated to appropriate departments and agencies for review and comment. The Planning Department shall be responsible for requesting feedback and incorporating comments into project modifications or conditions of approval to ensure conformance with adopted policies, plans, and practices of the City.
- D. Environmental Review. The draft Specific Plan shall be subject to environmental review in compliance with the California Environmental Quality Act (CEQA) and current CEQA Guidelines adopted by the City. Where a draft Specific Plan requires an environmental impact report, it shall be prepared in a manner that permits the City and future project-specific applicants to employ the procedures set forth in Government Code section 65457, Public Resources Code section 21083.3, and sections 15182 and 15183 of Title 14 of the California Code of Regulations regarding the requirements under the CEQA for processing additional environmental documents.
- E. Public Hearings. A proposed Specific Plan shall be subject to public hearings before both Commission and Council before its adoption as listed below. The City also encourages a minimum of one study session/community workshop with decision-makers and members of the public to introduce the project and solicit feedback in advance of public hearings.
1. Planning Commission. The hearing shall receive public notice and be conducted in compliance with state law. After the hearing, the Planning Commission shall forward a written recommendation, with appropriate findings to the City Council; and
 2. City Council. Following the hearing at which the Planning Commission makes a recommendation, a public hearing on the Specific Plan shall be scheduled. The hearing shall be noticed and conducted in compliance with state law. After the hearing, the Council shall either adopt the Specific Plan as proposed, adopt the Specific Plan with changes, or deny the Specific Plan, with appropriate findings. Any substantial modifications to the Specific Plan that were not considered by the Planning Commission shall be referred to the Planning Commission for its recommendation. Failure of the Commission to report within forty-five days after the referral, or a longer period set by the City Council, shall be deemed a recommendation for the approval of the changes.
- F. Conformance with the General Plan. The Council shall adopt a Specific Plan only if it finds that the proposed plan is consistent with the objectives, policies, general land uses, and programs of the General Plan and other adopted goals and policies of the city.

21.14.050 Method of Adoption. The Specific Plan document shall be adopted by Resolution and corresponding Ordinance for zoning designation as "Specific Plan (SP)

District" on the City's Zoning Map. Adoption of the Resolution and Ordinance shall constitute final action and approval of the amendment. Authorization for construction in accordance with the amendment may only be granted upon effective date of the action.

21.14.060 Delineation of Specific Plan Areas. On the Zoning Map, a Specific Plan Zoning District shall be delineated in a manner similar to that of any other zoning district except that each SP-zoned area shall also bear a number or name which distinguishes it from other Specific Plan areas. The assignment of the SP designation and number or name serves to provide a reference to the corresponding Specific Plan document adopted by Resolution of the City Council. If there are unique zoning regulations and standards applicable to the land area, such provisions will be established in the adopted Specific Plan document. Also see Zoning Code Title II, Chapter 35, Article 11 (Specific Plan Land Use Zone).

21.14.070 Implementation and Amendments.

- A. Development Within Specific Plan Area. After the adoption of a Specific Plan, a public works project, a tentative map or parcel map, and an amendment to this Zoning Ordinance may be approved or adopted within an area covered by a Specific Plan only if it is first found consistent with the Specific Plan. The City's decision-maker shall conclude that such proposed action is consistent with the adopted Specific Plan if the decision-maker concludes that the proposed action will further the objectives and policies of the Specific Plan and not obstruct their attainment. A proposed action shall be in substantial conformance with the objectives, policies, land uses, programs, and standards in the Specific Plan. A proposed action need not be in perfect conformity with each and every Specific Plan policy or provision, other than those of a mandatory, fundamental, and specific character.
- B. Fees. The City Council may impose a Specific Plan fee surcharge on development permits within the Specific Plan area, in compliance with state law (Government Code Section 65456).
- C. Amendments. An adopted Specific Plan shall be amended through the same procedure specified by this chapter for the adoption of a Specific Plan. Amendments to an adopted Specific Plan may be proposed by a developer or property owner or initiated by the City, and shall be processed in accordance with City ordinances and subject to the requirements and limitations of any applicable development agreement. All amendments shall be presented in a public hearing before City Council action on that proposal. Generally, the process for amending the Specific Plan is similar to that for amending the City's General Plan, with the difference that there is no limitation on the number of Specific Plan amendments that may be approved in any on year.

TITLE II PLANS (SACRAMENTO COUNTY ZONING CODE)
CHAPTER 35 SPECIAL AND COMBINING LAND USE ZONES
Article 11: (SP) Specific Plan Land Use Zone

Section 235-205	Purpose and Applicability
Section 235-206	Specific Plan Delineation
Section 235-207	Allowed Uses
Section 235-208	Development Standards

235-205 Purpose and Applicability. The purpose of the Specific Plan (SP) Land Use Zone is to designate unique planning areas within the City for which the City Council has adopted or requires adoption of a separate planning document, a Specific Plan, consistent with the General Plan and state law.

235-206 Specific Plan Delineation. On the Zoning Map, all property within a designated Specific Plan area shall be delineated in a manner similar to that of any other zoning district except that each SP-zoned area shall also bear a number or name which distinguishes it from other Specific Plan areas. The assignment of the SP designation and number or name serves to provide a reference to the corresponding Specific Plan adopted by Resolution of the City Council. If there are unique zoning regulations and standards applicable to the land area, such provisions will be established in the adopted Specific Plan. Specific Plan purposes, content requirements, and procedures are outlined in Title 21, Chapter 21.14 (Specific Plans).

235-207 Allowed Uses. Allowed uses within the Specific Plan area are those listed uses in the Specific Plan.

235-208 Development Standards. Development standards within the Specific Plan area are those standards listed in the adopted Specific Plan.

Memorandum

Date: March 25, 2004

To: Honorable City Council

From: Curt Haven, Director of Economic Development

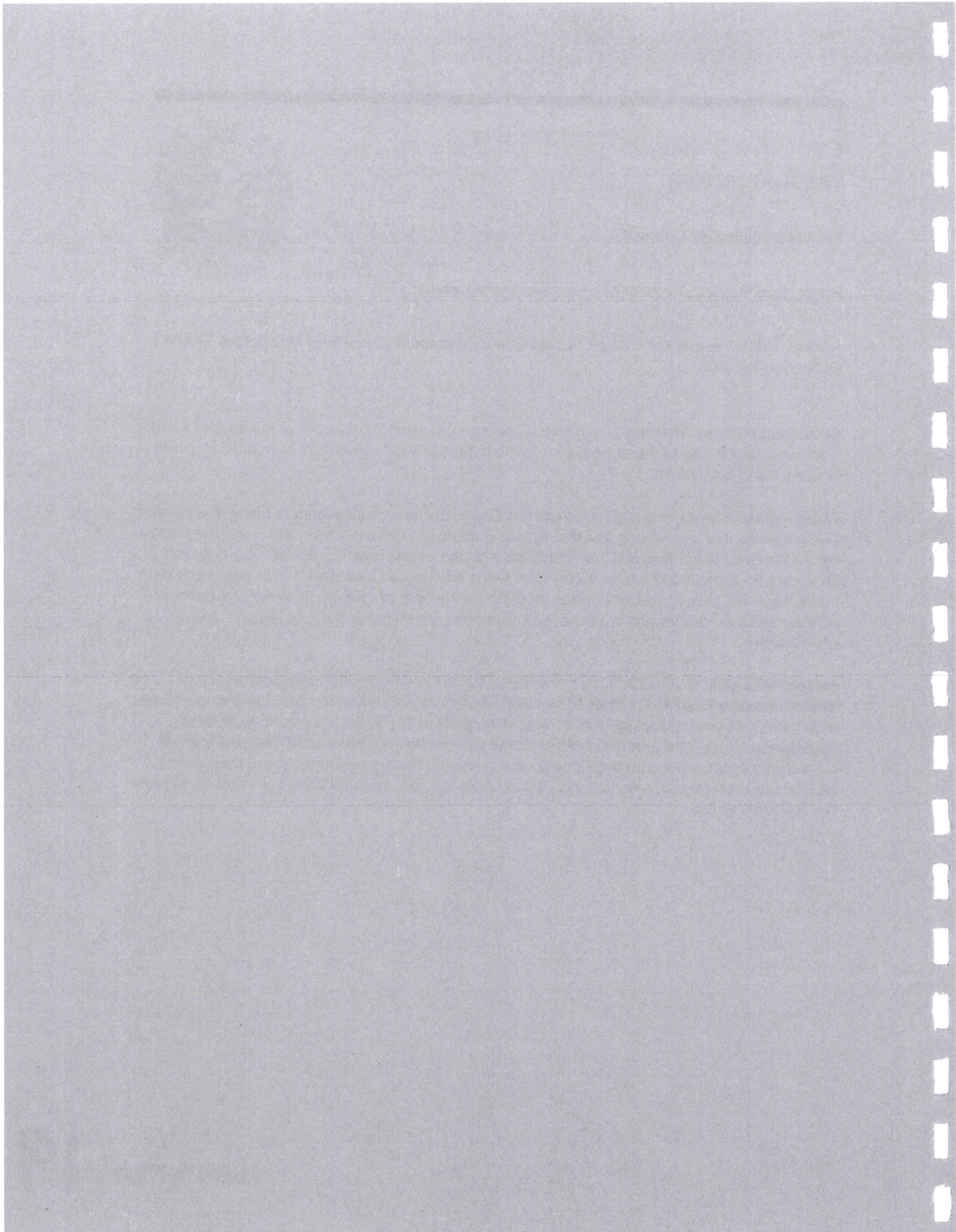


Subject: MOU to use the City of Sacramento's Permanent Household Hazardous Waste Collection Facility

Recommendation: That the City Council approve the agreement between the City of Rancho Cordova and the City of Sacramento for Participation at the Permanent Household Hazardous Waste Collection Facility.

Background: A letter was received from the City of Sacramento Permanent Hazardous Waste Collection Facility appraising staff that City of Rancho Cordova residents are using the facility at the Sacramento Recycling and Transfer Station at 8491 Fruitridge Road. The facility began accepting household hazardous waste from the public since December 1999. Since that time many Rancho Cordova residents have used the facility free of charge. As you can imagine administering such a project is very costly. The costs are based at \$70 per vehicle. (see attachments).

For the fiscal year of 2002/2003, 231 residents have used the facility representing a cost to the City of Sacramento of \$16,170.00. They have agreed to waive the fee and allow us to contract with them for services starting July 1 2004 through June 30, 2005. This is an exceptional opportunity for our residents to continue to use this facility for household hazardous waste. We are also in negotiations with the County of Sacramento for our residents to use the County Household Hazardous Collection Facility at Kiefer Landfill. We will then have two options for our residents to use.



2002-2003

PERMANENT HOUSEHOLD HAZARDOUS WASTE FACILITY

USAGE SUMMARY

CITY OF RANCHO CORDOVA

JULY 2002	17
AUGUST 2002	23
SEPTEMBER 2002	24
OCTOBER 2002	16
NOVEMBER 2002	20
DECEMBER 2002	12
JANUARY 2003	21
FEBRUARY 2003	14
MARCH 2003	21
APRIL 2003	20
MAY 2003	16
JUNE 2003	27
TOTAL	231

**AGREEMENT BETWEEN CITY OF RANCHO CORDOVA AND
CITY OF SACRAMENTO FOR PARTICIPATION AT
PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

THIS AGREEMENT made and entered into the 1st day of July, 2004, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation, (hereinafter "RC") and the **CITY OF SACRAMENTO**, a municipal corporation, (hereinafter "City").

WITNESSETH

WHEREAS, City and RC desire to cooperate in using a facility for the disposal of household hazardous waste (HHW) during the fiscal years 2003-04 and 2004-05, and share certain costs in connection therewith; and,

WHEREAS, RC does not operate a permanent household hazardous waste collection facility that provides maximum convenience to their residents for the proper disposal, recycling and exchange of household hazardous waste; and,

WHEREAS, the City operates a permanent household hazardous waste collection facility capable of providing convenient access to RC residents; and,

WHEREAS, it is more cost effective for RC to pay its share of costs incurred at the City's facility in contrast to developing its own permanent facility;

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, City and RC hereby agree as follows:

1. **Term:** The term of this agreement shall commence on July 1, 2004 and terminate on June 30, 2005.
2. **NOTICE:** Notice shall be deemed to have been served when it is deposited in the United States Mail, postage prepaid, and addressed as follows:

TO RC

Curt Haven
Director of Economic Development
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

TO CITY

G. Harold Duffey, Manager
City of Sacramento
Solid Waste Division
2812 Meadowview Road
Sacramento, CA 95832

3. **RC Use of City Facility.** The following conditions apply to use of the City facility by residents of RC:
 - a) "Household hazardous waste" means any waste, generated in

the household regardless of quantity or concentration, that exhibits any of the characteristics or criteria of hazardous waste as set forth in Chapter 6.5, Article, Section 25117 of the State of California Health and Safety Code. Materials that **will be** accepted from RC residents includes:

Acids	Paint (max. of 10 gallons)
Aerosol cans	Poisons
Automotive batteries	Pool chemicals
Brake fluid	Solvents
Flammables	Transmission fluids
Gasoline	Used oil filters
Herbicides	Wood preservatives
Pesticides	Used motor oil (max. of 20 gallons)
Household cleansers	Antifreeze (max. of 10 gallons)
Paint thinners	Compressed gas cylinders (no larger than 5 gallons)
Bio Sharps (needles)	
Electronic Waste (computers & TVs)	

The following materials will **not be** accepted for collection:

Asbestos	PCP's
Medical waste	Explosives
Infectious waste	Contractor or Commercially
Radioactive waste	Generated Waste

- b) City facility operators shall have the discretion to place further limits on residents attempting to drop off excessive quantities of household hazardous waste. City facility operators shall also have the discretion to accept quantities of household hazardous waste in excess of the specified limitations above in consideration of health and public safety.
- c) The collection site will be the City of Sacramento Permanent Household Hazardous Waste Collection Facility located at 8491 Fruitridge Road, Sacramento, CA 95826.

4. City Services to Be Provided. The City shall provide the following services to RC:

- a) The City shall provide adequate on-site personnel to safely accommodate accepting household hazardous waste from RC residents.
- b) The City shall provide for the proper disposal, treatment, recycling, destruction and/or exchange of materials in conformance with all applicable laws and regulations.

- c) The City shall provide RC with a supply of brochures or other promotional materials for public counters and special events publicizing the facility.
- d) The City shall provide RC with a copy of its Form 303 to document the aggregate quantity of material accepted at the facility.

5. Cost Sharing Procedure. RC shall reimburse the City for the cost incurred in conformance with the following procedure:

- a) The City shall maintain a record of the zip code of each vehicle relative to the jurisdiction of waste origin. RC zip codes are defined as follows:

95670 95741 95742

RC agrees to pay the City for vehicles conforming to any other zip codes subsequently identified as RC zip codes.

- b) RC shall pay the City a per vehicle fee for all cars with RC zip codes dropping off waste at the facility. Fees are as follows:

<u>Cost per Vehicle</u>	<u>Est. Weight</u>
\$70	<100 lbs.
Best estimate of actual cost for disposal and labor	>100 lbs.

- c) Additional fees for e-waste disposal:

- E-Waste; non CRT's are \$5.00 per unit
- Small CRT's under 40 pounds are \$15.00 per unit
- Medium CRT's under 80 pounds are \$30.00 per unit
- Large CRT's over 80 pounds are \$45.00 per unit

- d) Additional fees for highly reactive or atypical waste shall be assessed to RC based on direct costs related disposal and labor. Examples are as follows:

Oxidizers			IH Materials (Poisonous inhalation hazards)
Organic Peroxides			Highly Reactive Flammable Solids (e.g. red phosphorous)
Mercury			Other materials deemed an immediate threat or hazard.
Sodium Metal			
Dangerous Materials	when	Wet	

e) The City agrees to meet and confer with the RC's representative upon request to clarify charges related to additional fees.

f) The City shall invoice RC on a quarterly basis. The invoice is due and payable within 30 days.

6. Termination of Agreement. Either party may terminate this Agreement, for any reason, upon 60 days advance written notice provided to the other party.

The notice of termination shall be deemed served and effective for all purposes on the date it deposited in the United States mail, postage prepaid and addressed to the respective parties at the address indicated in Section 2.

7. Indemnification and Liability. Each party shall assume the responsibility and liability for the acts and omissions of its own agents, officers, or employees in connection with the performance of their obligations under this Agreement. For tort liability purposes, neither party shall be considered the agent of the other party. Each party shall be liable, if at all, only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

City shall assume the responsibility and liability for and City shall indemnify, defend, and hold harmless RC, its agents, officers, and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by RC or its agents, officers, or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of City, or any of its agents, officers, or employees in its or their performance of this Agreement.

RC shall assume the responsibility and liability for and RC shall indemnify, defend, and hold harmless City, its agents, officers, and employees from against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by City or its agents, officers, or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of RC, or any of its agents, officers, or employees in its or their performance of this Agreement.

The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal act or action of any party or any of its agents, officers, or employees in its or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any obligations, losses, damages, expenses and liability costs, including attorney's fees, attributable to that party's negligence or fault.

8. **Mutual Waiver of Subrogation.** The parties agree that in the event of loss due to a claim arising out of any negligence, omission, or failure to act when under a duty by any of their agents, officers, or employees, against their respective workers' compensation, general liability, and/or auto liability insurance policies, each party shall look solely to its own insurance recovery.
9. **Health, Safety and Environmental Regulation Compliance.** The parties shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to health and safety protection of their respective employees, including requirements applicable to an Injury and Illness Protection Plan and a program to communicate any significant hazards of work to be performed under this Agreement.

The parties agree to comply with all applicable hazardous waste and environmental laws, ordinances, rules and regulations, enacted or promulgated by any public or governmental authority or agency having jurisdiction.
10. **Assignment of Agreement.** The parties to this Agreement may not assign the privileges or obligations of this Agreement.
11. **Amendments.** Modifications or amendments affecting the work hereunder shall be in writing and executed by both parties.
12. **Waiver.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.
13. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
14. **Entire Agreement.** This instrument constitutes the entire Agreement between RC and City concerning the subject matter hereof.

15. **Dispute Resolution.** With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same prior to the commencement of litigation.
16. **Approval of Governing Bodies.** This Agreement is expressly conditional upon the approval of each party's governing body. Each of the parties hereto will use its best efforts to obtain such approval.
17. **Warranty of Contracting Authority.** The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year written above.

CITY OF RANCHO CORDOVA, a
municipal Corporation

BY: _____
City Manager

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SACRAMENTO, a
municipal Corporation

BY: _____
Robert Thomas, City Manager

Attest:

City Clerk

Approved as to Form:

City Attorney

FOLSOM CORDOVA SCHOOLS FOUNDATION
10840 GADSTEN WAY
RANCHO CORDOVA, CA 95670
TELEPHONE: (916) 861-0611 FAX: (916) 861-0648

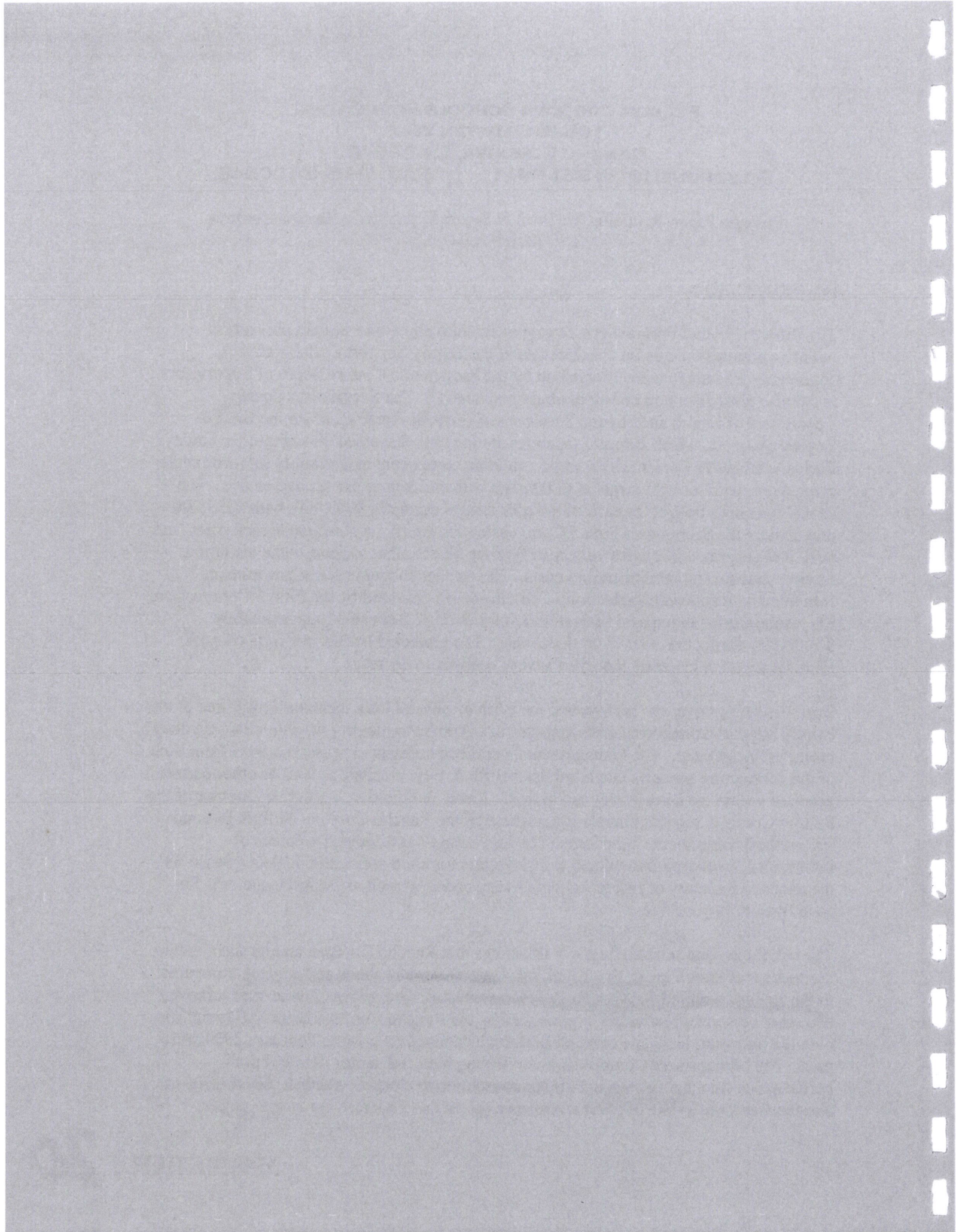
Position Paper: Retaining the Birth & Beyond Program in Rancho Cordova
March 2004

BACKGROUND

The Birth & Beyond Program is a county-wide child abuse and neglect prevention initiative administered under the direction of the Family Support Collaborative, a community leadership team established by the Sacramento County Board of Supervisors to oversee local efforts to end child abuse and neglect. The Sacramento County Department of Health and Human Services serves as the fiscal agent for the Birth & Beyond Program, which currently operates at nine sites dispersed throughout the county. Each site currently implements a home visitation component and a family resource center component, with services targeted to families with children under the age of five. The annual operating budget for each of the nine sites is currently \$643,000, with \$233,000 provided by the Sacramento First 5 Commission for family resource center activities, and \$410,000 generated through a variety of funding sources that support home visitation services and general administration costs. The current budget crisis in government, combined with an overall reduction in funding being provided by the First 5 Commission, has resulted in an anticipated budget deficit for Birth & Beyond of approximately \$2,000,000 during the 2004-2005 fiscal year. The projected budget deficit is only an estimate and may increase, though it is very unlikely to decrease.

During meetings over the past weeks, the Birth & Beyond Management Committee of the Family Support Collaborative has engaged in a process to identify ways to close the deep projected budget gap. The Management Committee consists of representatives from each of the contracting agencies that administer Birth & Beyond sites, as well as other partner agencies within the Birth & Beyond system. Linda Burkholder, Executive Director of the Folsom Cordova Schools Foundation, represents the Rancho Cordova Birth & Beyond site on the Management Committee. The Committee has reviewed volumes of information, including data related to risk factors for child abuse and neglect (please see the attached summary of risk factor data by zip code), as well as performance data for each Birth & Beyond site.

The risk factor data summary clearly illustrates that Rancho Cordova and its surrounding zip codes represent a lower density of risk factors for child abuse and neglect, compared to the zip codes served by other Birth & Beyond sites. In addition, due to staff turnover and other personnel challenges experienced by the Rancho Cordova Birth & Beyond site over the past year, local site contract performance numbers prior to February 2004 were poor. The Management Committee, in reviewing both risk factor data and prior performance data, has developed a recommendation to close the Birth & Beyond site in Rancho Cordova, as one of several actions to be taken to address the budget deficit.



COUNTERPOINTS TO THE RECOMMENDED CLOSURE OF THE RANCHO CORDOVA BIRTH & BEYOND SITE

Is our community at risk?

We celebrate the fact that, according to eleven indicators of risk for child abuse and neglect, our community is a healthier and safer place for children and families than it was six years ago, when Birth & Beyond was launched. However, despite what the risk factor data shows, we are in fact serving families who are at risk and our communities still need Birth & Beyond services. For example:

- The 95670 zipcode is ranked in the top ten for the number of substantiated child abuse allegations in 2001.
- The 95670 zipcode ranks above the county average for many of the risk factors, including the CPS referral rate per 1000 children (2001); the live birth rate per 1000 population (2001); the percentage of births with inadequate prenatal care (2001); the teen birth rate per 12000 (2001); and, the percentage of children aged 0 – 17 years below poverty (2000).

In addition, families in Rancho Cordova are isolated and are unlikely to receive or access services from other Birth & Beyond sites. This isolation is reflected in data that shows that unlike a number of other Birth & Beyond sites, the local Birth & Beyond Program is not delivering services in zip codes served by other Birth & Beyond sites. Furthermore, public transportation from the local area to other Birth & Beyond sites is woefully inadequate. Also, geographic features such as freeways and the river serve as barriers to local families seeking services elsewhere. Additionally, the local site serves a high percentage of families who are monolingual in Spanish (32% of local home visited families) or in Russian or Ukrainian (13% of local home visited families). And, while it is proposed by the Management Committee that other Birth & Beyond sites would continue to serve enrolled home visitation clients from the Rancho Cordova and surrounding zip codes after July 1, 2004, previous efforts to do so at partner sites have been unsuccessful. It is also important to note that, with the exception of the Adolescent Parent Program operated by the Folsom Cordova Unified School District, there is little or no additional home visitation activity targeted to pregnant and early parenting needs locally.

Does the Folsom Cordova Schools Foundation and the local community partnership have the capacity to operate an effective Birth & Beyond site?

We are very proud of the excellent work that our brand new Birth & Beyond staff is doing in serving families in our communities:

- We have 102 families currently receiving home visitation services, with more than 20 additional families who are awaiting home visitation enrollment. Our site is expected to serve between 150 and 200 families when fully staffed for home visitation.

- We realized a 47% increase in home visitation caseload in just one month (January 2004), after staffing was stabilized.
- Since December of 1999, our site has served 487 families through home visitation, and has made more than 8,600 home visits.
- We have conducted 323 classes or groups that have strengthened families and enriched this community.
- Our team includes many bilingual staff, ensuring our capacity to service Spanish speaking and Russian/Ukrainian-speaking families.
- The local Birth & Beyond Program is advised and supported by the Cordova Community Collaborative for Healthy Children and Families, one of the most effective collaborative bodies in Sacramento County.
- The local Birth & Beyond Program is directly linked with the new School Readiness initiative of the Folsom Cordova Unified School District.
- Birth & Beyond is located within the Rancho Cordova Neighborhood Center and benefits families by its close partnership with the WIC Program, SETA One Stop Career Center, and other programs and activities co-located at RCNC.

RECOMMENDED ALTERNATIVE

The Folsom Cordova Schools Foundation urges the Family Support Collaborative to reject the recommendation of its Management Committee to close the Rancho Cordova Birth & Beyond site and offers this alternative:

Fund the local Birth & Beyond Program at a reduced amount of approximately \$300,000, and support the local presence of:

- One home visitation team (composed of one team leader and five home visitors)
- A Family Resource Center component including one program manager and two AmeriCorps Family Resource Center Aides
- A clerical/data entry position

By maintaining the presence of Birth & Beyond in Rancho Cordova, the Family Support Collaborative will honor the years of dedicated service provided by the local agencies and partners of Birth & Beyond, and will retain a vital framework upon which the local community may build as fiscal circumstances improve. This action would also truly protect the best interests of families who rely upon the services and the presence of Birth & Beyond in their community.

Neighborhood	Zip	# of Risk Areas Ranking in the Top 10 in Sacramento County	# of Risk Indicators Higher than the County Average	Pop. Est.: 2001
North Sacramento (Arden & Del Paso)	95815	10	11	25,870
Del Paso Heights/ Hagginwood	95838	10	11	36,521
Oak Park/UCDavis Med Center Alhambra & Broadway	95817	9	11	14,330
Fruitridge (Lemon Hill & Stockton)	95824	8	11	31,500
North Highlands (Watt & Elkhorn)	95660	7	10	31,754
Fruitridge (Stockton & 21 St.)	95820	6	11	38,556
Downtown (Capital building area)	95814	5	8	16,568
Freeport & Fruitridge (Sac City College)	95822	4	9	44,979
Freeport	95832	4	7	10,329
Mack & Franklin (Cosumnes River College)	95823	3	11	74,981
Foothill Farms	95841	2	9	21,176
Arden/ Arcade	95825	2	9	31,659
North Sacramento (Truxel and Market near Arco Arena)	95834	2	8	8,433
North Highlands (Roseville Road & Elkhorn)	95842	2	8	32,512
S. Land Park & Broadway	95818	2	7	21,182
Mills/ Walsh Station	95827	2	6	20,051
Elverta	95626	2	4	5,498
Rio Linda/ Robla	95673	2	4	14,855
Midtown Sacramento	95816	2	3	16,428
Town & Country Village	95821	1	10	36,088
Rancho Cordova	95670	1	6	50,664
Florin	95828	1	6	55,333
Locke/ Vorden/ Walnut Grove	95690	1	4	2,330
Isleton	95641	1	3	1,495
Carmichael	95608	1	3	60,423
Clay/ Herald	95638	1	2	1,963
Wilton	95693	1	2	5,971
Twin Cities/ Galt/ Herald	95632	1	2	26,889
Gardenland	95833	0	7	31,792
Perkins/ Rosemont	95826	0	4	38,974
Citrus Heights	95610	0	4	45,036
Antelope	95621	0	3	41,634
Sheldon/ Elk Grove	95624	0	2	39,116
Greenhaven	95831	0	2	43,139
Bruceville	95758	0	2	50,003
Coffing	95829	0	1	12,677
Arden/ Arden Oaks/ Arden Park	95864	0	1	22,906
Sacramento/ Antelope	95843	0	1	38,884
Fair Oaks	95628	0	1	42,343
Michigan Bar/ Rancho Murieta/ Sloughouse/ Bridgehouse/ Consumnes	95683	0	0	5,222
Elvas & J St. (Glenn Hall Park/SacState)	95819	0	0	15,734
Orangevale	95662	0	0	32,140
Folsom/ Clarksville/ El Dorado Hills	95630	0	0	53,616
North Sacramento (El Centro & Elverta)	95836	NA	NA	10
McClellan Afb	95652	NA	NA	118
Alder Creek	95742	NA	NA	161
Metro-Airport	95837	NA	NA	370
Jackson & Sunrise	95830	NA	NA	426
Courtland	95615	NA	NA	697
Mather Air Force Base	95655	NA	NA	923
North Sacramento (I-5 & HW 99 Junction in N. Sac)	95835	NA	NA	936

NA fields indicate zip codes that have population sizes too small for analysis and accurate comparison.

Indicators:

Number of substantiated Child Abuse Allegations, 2001 [3]
CPS Referral Rate per 1,000 Children, 2001 [2]
Death Rate of Children (cumulated deaths from 1992 - 2002[2]) per 1000 Children, 2001 [2]
% 0 to 17 below poverty, 2000 [2]
Live Birth Rate per 1,000 Population, 2001 [2]
Low Birth Weight Births (Percent of Live Births), 2001 [2]
Active CalWorks Rate per 1,000 Population, 2001 [2]
% of Births with Inadequate Prenatal Care (Percent of Live Births), 2001 [2]
Percent of Household Incomes less than \$15,000, 2000 [2]
Teen Birth Rate per 1,000 Children, 2001 [2]
% of families with children under 18 that are headed by single parents, 2000 [2]

Sources:

1. Child Death Review Team Data, The Child Abuse Prevention Council of Sacramento
2. Community Services Planning Council
3. Child Protective Services, Sacramento County Department of Health and Human Services