CONCURRENT MEETING
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/ RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Council Chambers
2729 Prospect Park Drive, Rancho Cordova

Tuesday, February 21, 2006

4:00 P.M. – Closed Session
5:30 P.M. – Regular Meeting

AGENDA

CLOSED SESSION

Council will Adjourn to Closed Session for the Following Purpose:

1. Personnel – Public Employee Annual Performance Evaluation (Government Code Section 54957) Title: City Attorney

ADJOURN TO REGULAR MEETING

REGULAR MEETING

Call to Order

Roll Call: Council Members Budge, Cooley, Skoglund, Sander & Mayor McGarvey

Report from Closed Session

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Cub Scout Pack 28 Den 4 will lead the Pledge of Allegiance.

Invocation

2. Reverend Roland Stringfellow, Metropolitan Community Church, will give the invocation.

*Time listed on the agenda is approximate and for convenience only

Presentation

3. New Staff Introductions:
   Jeanette Cervantes, Customer Service Specialist
   Mark Thomas, Associate Civil Engineer
   Todd Humphrey, Facilities Services Manager

ORAL COMMUNICATIONS

4. **Public Comment**

   Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a (blue) Speaker Card to the City Clerk. **For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard.** Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

   Note, 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 is an emergency or the need to take immediate action arose after the posting of the agenda.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

5. **Subject:** Minutes of City Council Meetings
   a. Special Meeting of November 1, 2005
   b. Regular Meeting of January 17, 2006

6. **Subject:** Second Reading of Ordinance No. 01-2006 Zoning Text Amendment Revisions Changing the Functions of "Zoning Administrator" to "Planning Director" and Deletion of Irrelevant Zoning Code Sections
   Recommendation: Waive second reading and adopt Ordinance No. 01-2006. **(Roll Call Vote)**
   Result of Recommended Action: The changes will result in faster approvals of minor permits that are now heard by the Planning Commission. It also removes provisions from the Code that do not apply to the City.
   Staff Responsible: Paul Junker, Planning

7. **Subject:** Second Reading of Ordinance No. 05-2006 Levying Special Tax Within Community Facilities District No. 2005-2 (Landscape Maintenance)
   Recommendation: Waive second reading and adopt Ordinance No. 05-2006. **(Roll Call Vote)**
   Result of Recommended Action: The action will authorize a special tax that will pay for landscape maintenance services within the Capital Village subdivision. The tax will be paid solely by property owners in Capital Village.
   Staff Responsible: Cyrus Abhar, Public Works

8. **Subject:** Sidewalk Maintenance Project 2006
Recommendation: Award $93,900 contract to Vanguard Construction for the repair of damaged gutters and sidewalks.
Result of Recommended Action: Vanguard Construction will replace damaged gutters and sidewalks in approximately 19 locations throughout the City. Construction will begin in March 2006 and be done in May 2006.
Staff Responsible: Cyrus Abhar, Public Works

9. **Subject:** Resolution Authorizing Execution of the Rubberized Asphalt Concrete Incentive Grant
Recommendation: Adopt Resolution No. 18-2006.
Result of Recommended Action: Approval will authorize the City to apply for $170,000 in State grants to pay for rubberized asphalt concrete overlay for eight roads in the City.
Staff Responsible: Cyrus Abhar, Public Works

10. **Subject:** Resolution Approving Subdivision No. RC-03-002.0 Final Map of a Large Lot Map of North Douglas and Execute Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 17-2006.
Result of Recommended Action: The action creates a new 8-lot subdivision and authorizes the City to enter into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities by the developer within the subdivision.
Staff Responsible: Cyrus Abhar, Public Works

11. **Subject:** Final Map Approval for Subdivision No. RC-04-096 a Large Lot Map for Sunridge Park Phase II Located on South Side of Douglas Blvd, East of Jaeger Road.
Recommendation: Approve the Final Map.
Result of Recommended Action: The action will result in the City recording the final subdivision map creating ten new lots.
Staff Responsible: Cyrus Abhar, Public Works

12. **Subject:** Resolution Authorizing City Manager to Purchase Four Trucks, Not to Exceed $70,000, from Folsom Lake Ford for Building and Safety Activities
Recommendation: Adopt Resolution No. 21-2006
Result of Recommened Action: The action will allow waiving of the formal bidding procedures and purchasing of four trucks under the existing State of California award.
Staff Responsible: Bill Thomas, Finance

CONSENT PUBLIC HEARING ITEM

13. **Subject**: Resolution to Utilize State Citizen's Option for Public Safety Program Funds (COPS)
Recommendation: Adopt Resolution No. 20-2006.
Result of Recommended Action: The action will provide an additional budget appropriation of $151,522 for fiscal year 2006 in the Police Department budget and comply with State mandates for an adopted plan for expenditure of State Supplemental Law Enforcement Funds.
Staff Responsible: Bill Thomas, Finance

PUBLIC HEARING ITEM

14. **Subject:** SunRidge East – Project No. RC-04-124 - General Plan Amendment, Specific Plan Amendment, Rezoning, Tentative Maps, and Development Agreements for Four Subdivisions, Known as Douglas 98 RC-03-025, Grant Line 208 RC-04-064, Arista Del Sol RC-04-077 and Douglas 103 RC-04-134.
Recommendation:
    a. Adopt Resolution No. 16-2006, approving the Mitigated Negative Declaration, and the General Plan Amendment; and
    b. Waive first reading and introduce Ordinance No. 08-2006, amending the Specific Plan and approving the Rezone of the SunRidge East Projects, within the SunRidge Specific Plan **(Roll Call Vote)**; and
    c. Adopt Resolution No. 12-2006 for Douglas 103, Resolution No. 13-2006 for Douglas 98, Resolution No. 14-2006 for Grant Line 208 and Resolution No. 15-2006 for Arista del Sol subdivisions approving the Tentative Subdivision Maps, subject to the Conditions of Approval for each project; and
    d. Waive first reading and introduce Ordinance No. 07-2006 approving four Development Agreements for each individual project. **(Roll Call Vote)**

    Result of Recommended Action: The approval will allow the eastern portion of the SunRidge Specific Plan to be developed with 2,624 homes and 23.8 acres of commercial that could support a minimum of 200,000 of new shops and businesses.
    Staff Responsible: Bill Campbell, Planning

* 7:30 P.M. - BREAK

REGULAR CALENDAR ITEMS

15. **Subject:** Quarterly Financial Report
    Recommendation: Receive and file report.
    Result of Recommended Action: Council Members and members of the community will be informed of the City's financial status.
    Staff Responsible: Bill Thomas, Finance

16. **Subject:** City Policy on Street Truck Parking
    Recommendation: Direct staff regarding desired policy for street truck parking within the City.
    Result of Recommended Action: Public Works and Police Department staffs will implement the method selected by the Council to restrict truck parking.
    Staff Responsible: Cyrus Abhar, Public Works and Tom McMahon, Police

17. **Subject:** Neighborhood Traffic Management Program (NTMP) Process
    Recommendation: Approve the Neighborhood Traffic Management Program process for traffic calming devices on existing residential streets and neighborhoods.
    Result of Recommended Action: The action will establish a process for residents to request traffic calming devices such as speed humps on their street or in their neighborhood.
    Staff Responsible: Cyrus Abhar, Public Works

18. **Subject:** Annual Report on Residential Solid Waste Collection and Recycling Services Contract with Allied Waste Services, Inc., Report on Status of Recycling and Planning Process (AB 939) and Commercial Solid Waste Issues

Recommendation: Receive and file the annual report on the status of various residential and commercial solid waste issues.
Result of Recommended Action: Information about Allied Waste services and other solid waste related issues will be provided. Staff will receive input from the Council and input from the community regarding solid waste issues. The report includes summaries on residential collection services, commercial hauler franchise fees, illegal dumping issues, 2005 residential tonnages, garbage cart distribution, on-call Neighborhood Cleanup Program, Used Oil Block Grant, annual rate adjustment, update on commercial solid waste programs and update on AB 939 planning process (recycling diversion rate within the City).
Staff Responsible: Cyrus Abhar, Public Works

19. **Subject:** Review of Draft Housing Plan
Recommendation:
a. Review the Draft Housing Plan, including the Housing Program/Housing Element
b. Accept public comment
c. Provide direction to staff
d. Direct staff to submit the Housing Program/Element to HCD for initial review
Result of Recommended Action: The City Council will conduct its first formal review of the Draft Housing Plan. Following review and discussion, the Council will decide whether the Draft Housing Plan is ready to submit to the Department of Housing and Community Development (HCD) for initial review. The City will continue to review and possibly revise the Housing Plan over the next two months and the Housing Plan will return to the City Council for final review in May/June 2006.
Staff Responsible: Paul Junker, Planning

20. **Subject:** American River Parkway Plan Conceptual Proposals Report
Recommendation: Review the City's and Cordova Recreation & Park District's conceptual revisions to the American River Parkway Plan, provide direction for changes as needed, and direct staff to continue moving forward to the Parkway Plan Update Citizens Advisory Committee for further consideration.
Result of Recommended Action: Direction on the conceptual revisions will allow staff to continue representing Rancho Cordova's interests in the American River Parkway Plan Update. The proposed revisions relate to land use designations in the Parkway Plan and, if included in the updated Parkway Plan, will guide future land uses in Rancho Cordova's portion of the Parkway.
Staff Responsible: Paul Junker, Planning

21. **Subject:** City/Cordova Recreation and Parks District Memorandum of Understanding for Mather Sports Complex
Recommendation: Adopt Resolution No. 19-2006 approving various Mather Sports Complex park improvements proposed by the Cordova Recreation and Park District (CRPD) and authorizing the City Manager to sign a Memorandum of Understanding between City and CRPD to pay for improvements with park fees collected by the Capital Village development project.
Result of Recommended Action: The action approves various park improvements at the Mather Sports Complex and makes park fees collected from the Capital Village project available to help pay for the improvements. These actions will allow CRPD to proceed with design and construction of park improvements at the Mather Sports Complex.
Staff Responsible: Paul Junker, Planning

22. **Subject:** Legislative Priorities for Fiscal Year (FY) 07
Recommendation: Provide direction to staff for FY 07 appropriation requests and for platform for discussions with legislators during National League of Cities Congressional Conference March 10-15, 2006.
Result of Recommended Action: The recommended actions will authorize submission of at least one request for federal funding for projects consistent with the Council's and community's priorities, and provide framework for discussions that the Mayor and Council members will hold with congressional representatives during the March conference in Washington, D.C.
Staff Responsible: Stephanie Snyder, City Manager

CORRESPONDENCE

COUNCIL REPORTS

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER'S REPORT

23. Finance Department

ADJOURNMENT

UPCOMING MEETINGS	
Tuesday, February 28, 2006	*5:30 p.m. – Development Round Table & General Plan ProForma & Fees*
Monday, March 6, 2006	*4:00 p.m. – Parks & Open Space Fees Study Session* *5:30 p.m. – Regular Meeting*
Monday, March 20, 2006	*4:00 p.m. – Discussion with Sacramento Metropolitan Air Quality Management District Study Session* *5:30 p.m. – Regular Meeting*
Tuesday, March 28, 2006	*4:00 p.m. – Open Space Performance Standards Study Session*

ADDITIONAL INFORMATION

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays prior to the Regular City Council Meeting.

If you have any technical questions related to the agenda items, please contact the appropriate departments as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building Department	(916) 851-8760
Finance Department	(916) 851-8730
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Redevelopment & Economic Development Department	(916) 851-8780

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) 851-8720 or lhare@cityofranchocordova.org at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Carolyn Butler, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the February 21, 2006 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on February 16, 2006 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 16th day of February 2006 at Rancho Cordova, California.

Carolyn Butler, Deputy City Clerk

CITY COUNCIL

MINUTES

Special Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

Tuesday, November 1, 2005
5:00 P.M.

Call to Order

The meeting was called to order at 5:12 p.m. by Mayor Cooley.

Roll Call

Present: Council Members: Budge, McGarvey, Sander, Skoglund and Mayor Cooley

Staff Present: Gaebler, Meyers

Oral Communication

1. Public Comment

None.

The Council adjourned to Closed Session at 5:13 p.m. for the following purpose:

2. Personnel – Public Employee Performance Evaluation (Government Code Section 54957)
   Title: City Manager

Present in Closed Session were all Council Members; Ted Gaebler, City Manager; and Steve Meyers, City Attorney.

The Council reconvened into Open Session at 9:00 p.m.

The following action was reported from Closed Session

Mr. Meyers indicated that a report from Closed Session would be made at the November 7, 2005 Regular City Council Meeting.

AGENDA ITEM # 5a

Adjournment

The meeting adjourned at 9:00 p.m.

Respectfully submitted,

_____

Lillian Hare, City Clerk

CONCURRENT MEETING
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/ RANCHO CORDOVA FINANCING CORPORATION (RCFC)

New City Hall American River
2729 Prospect Park Drive, Rancho Cordova
&
*****The Ritz Carlton Kapalua**
One Ritz-Carlton Drive, Kapalua, Hawaii

Tuesday, January 17, 2006
5:00 P.M. – Closed Session
5:30 P.M. – Regular Meeting

MINUTES

CLOSED SESSION

The Council adjourned to Closed Session at 5:01 p.m. for the following purpose:

1. Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Government Code Section 54956.9 (b) (one case).

   Present in Closed Session: Budge; Cooley; Sander (via teleconference from One Ritz-Carlton Drive, Kapalua, Hawaii); Skoglund; McGarvey
   Staff Present: Abhar, Gaebler, Hare, Junker, Lindgren, and Chapman

No speakers indicated a desire to speak at City Hall nor in Kapalua, Hawaii.

Closed Session adjourned at 5:32 p.m.

REGULAR MEETING

Call to Order

Mayor McGarvey called the meeting to order at 5:45 p.m. and announced that there would be audio-taping only of the meeting.

Present: Council Members Budge, Cooley, Skoglund, ***Sander & McGarvey
Staff Present: Gaebler, Hare, Olea-Moger, Chapman, Trimberger, Thomas, Johns, Junker, Abhar, Haven, Pierce, Treadwell

Report from Closed Session

City Attorney Joe Chapman announced there was no reportable action from closed session.

***NOTE: Vice Mayor Sander joined the meeting via conference call from Hawaii

AGENDA ITEM # 6h

Pledge of Allegiance

City Manager Ted Gaebler led the Pledge.

Invocation

2. Reverend Becky Goodwin, United Methodist Church, gave the invocation.

Presentation

3. New Staff Introductions:
Alexandra Miller, Management Assistant
Esther Pinola, Senior Accounting Technician
Jay Hadley, Information Technology Manager
Joe Cuffe, Senior Building Permit Technician
Ken Mace, Building Inspector II
Michael Rodriguez, Contract Animal Services Manager
Sharon Racine, Animal Services Officer

3a. Sacramento Metro Fire District Recognition

Council recognized efforts of the Sacramento Metropolitan Fire District in welcoming the new City of Rancho Cordova into the community and providing a building for the first City Hall on Gold Canal Drive as well as noted the Proclamation given to recently-retired Fire Chief Rick Martinez.

ORAL COMMUNICATIONS

4. **Public Comment**

The following individual addressed the Council:

Bruce Risley to report on past and future community events.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Sander second by Skoglund and carried by unanimous roll call vote, Council approved the Consent Calendar with the exception of Items #5 and #7 which were pulled for separate discussion.

6. **Subject:** Second Reading of Ordinance No. 29-2005 Amending Title 1 of the Rancho Cordova Zoning Code Regarding Illegal Uses
Recommendation: Waive second reading and adopt Ordinance No. 29-2005. **(Roll Call Vote)**
Result of Recommended Action: Ordinance No. 29-2005 will clarify that activities which are illegal under Federal and State law may be enforced as violations of the City's Municipal Code.
Staff Report: Steve Meyers, City Attorney

***NOTE: Vice Mayor Sander joined the meeting via conference call from Hawaii

8. **Subject:** Resolution Declaring the Results of Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 3 (Capital Village Subdivision) and Second Reading of Ordinance No. 31-2005 Establishing a Special Tax for Transit-Related Services for the Capital Village Subdivision Subject to Voter Confirmation
Recommendation: Adopt Resolution No. 02-2006 and waive second reading and adopt Ordinance No. 31-2005. **(Roll Call Vote)**
Result of Recommended Action: The recommended actions authorize the collection of a special tax in Capital Village to provide funding for transit-related services. The amount of the tax per parcel on an annual basis ranges from $48 to $80 per residential dwelling unit, $2,051 per retail and service commercial acre, and $1,763 per commercial mixed use acre.
Staff Report: Cyrus Abhar, Public Works

9. **Subject:** Resolution to Memorialize the Employee Contribution to the California Public Employees Retirement System (Calpers)
Recommendation: Adopt Resolution No. 04-2006.
Result of Recommended Action: This is a housekeeping item to comply with Calpers requirements to memorialize the contribution of 2.5% of salary to the retirement system by city employees.
Staff Report: Lillian Hare, City Clerk/Human Resources

10. **Subject:** Award Contract to Responsive Bidder Beebe Corporation in the amount of $401,464.00 for Site Work, Including Disabled Access Upgrades, Required Exiting Path of Travel Routes, Outdoor Seating Area Fencing, and Flag Pole Installations, at the New City Hall.
Recommendation: Award contract to Beebe Corporation.
Result of Recommended Action: Award of this contract will allow the above-described site work at the new city hall building to be completed.
Staff Report: Winfred DeLeon, Building

The following items were pulled for separate action:

5. **Subject:** Minutes of City Council Special Meeting of December 15, 2005
Recommendation: Adopt Minutes.

ACTION: Motion by Cooley second by Skoglund and carried by 4:0 roll call vote (Budge abstained), Council adopted the Minutes of December 15, 2005 Special Meeting.

7. **Subject:** Second Reading of Ordinance No. 30-2005 Approving the Development Agreement for RC-04-096, the Sunridge Park Phase II Project
Recommendation: Waive second reading and adopt Ordinance No. 30-2005. **(Roll Call Vote)**
Result of Recommended Action: Ordinance No. 30-2005 authorizes the city to enter into an agreement that will vest the developer's right to build 181 units in exchange for paying the city: $1,500.00 per unit for existing parks, $450.00 per unit for supplemental police services, and other consideration.
Staff Report: Bill Campbell, Planning & Adam Lindgren, City Attorney

The following individual addressed the Council on Item #7:

Sherry Bradley to oppose the approval of the development agreement.

***NOTE: Vice Mayor Sander joined the meeting via conference call from Hawaii

ACTION: Motion by Budge second by Skoglund and carried by 4:0 roll call vote (Cooley absent for vote), Council adopted Ordinance No. 30-2005.

CONSENT PUBLIC HEARING ITEMS

Mayor McGarvey opened the Consent Public Hearing. There were no speakers. Mayor McGarvey closed the public hearing.

ACTION: Motion by Budge second by Skoglund and carried by unanimous roll call vote, Council continued Item #11 to February 6, 2006 meeting.

11. **Subject:** Ordinance Amending Ordinance No. 18-2003 Changing the Functions of "Zoning Administrator" to "Planning Director" for Certain Administrative Approvals. The Planning Director Would be Able to Approve Minor Projects With or Without the Hearings, as Provided in the Zoning Code **(Continued from November 21, 2005, December 5, 2005, and December 19, 2005)**
Recommendation: Continue to February 6, 2006 meeting **(Roll Call Vote)**
Result of Recommended Action: No action is requested at this time.
Staff Report: Paul Junker, Planning

PUBLIC HEARING ITEMS

12. **Subject:** Mining Policy Fee Ordinance **(Continued from November 7, 2005 & December 5, 2005)**
Recommendation: Table this item to future date. **(Roll Call Vote)**
Result of Recommended Action: No action is requested at this time.
Staff Report: Bill Thomas, Finance

Mayor McGarvey opened the Public Hearing for Item #12. There were no speakers. Mayor McGarvey closed the public hearing.

ACTION: Motion by Budge second by Cooley and carried by unanimous roll call vote, Council tabled the item.

13. **Subject:** An Urgency Ordinance of the City of Rancho Cordova Extending a Moratorium on the Establishment of New Sexually Oriented Businesses and the Expansion of Existing Sexually Oriented Businesses Pending the Review and Amendment of Zoning Regulations Applicable to Sexually Oriented Businesses, to Become Effective Immediately
Recommendation: Adopt Urgency Ordinance No. 02-2006. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will prohibit, for one year, the issuance of permits and other approvals relating to the opening of new sexually oriented businesses or the expansion of existing sexually oriented businesses located within Rancho Cordova pending the City's review and amendment of zoning regulations applicable to such businesses.
Staff Report: Steve Meyers, City Attorney

Mayor McGarvey opened the Public Hearing for Item #13. There were no speakers. Mayor McGarvey closed the public hearing.

ACTION: Motion by Skoglund second by Budge and carried by unanimous roll call vote, Council adopted Urgency Ordinance No. 02-2006.

***NOTE: Vice Mayor Sander joined the meeting via conference call from Hawaii

14. **Subject:** An Ordinance Amending Ordinance No. 24-2004 Chapter 16.83 to Title 16 of the RC Code Relating to Development Impact Fees to Finance the Cost of Public Facilities within the Sunrise Douglas Community Plan.
Recommendation: Continue to February 6, 2006. **(Roll Call Vote)**
Result of Recommended Action: This item will be continued to February 6, 2006. The fee approval will no longer be an amendment of Chapter 16.83, Title 16 of the Rancho Cordova Municipal Code, rather it will be an approval of a citywide fee by resolution.
Staff Report: Bill Thomas, Finance

Mayor McGarvey opened the Public Hearing for Item #14. There were no speakers. Mayor McGarvey closed the public hearing.

ACTION: Motion by Cooley second by Budge and carried by unanimous roll call vote, Council continued Item #14 to February 6, 2006 meeting.

15. **Subject:** Adoption of the Revised General Plan Land Use Map Book
Recommendation: Adopt Resolution No. 03-2006, establishing revised interim policies and diagrams that will guide land use within the City until the adoption of a General Plan. Adopt the Revised General Plan Land Use Map Book as part of the City's Interim General Plan and direct staff to complete the preparation of a Draft General Plan/Draft Environmental Impact Report. **(Roll Call Vote)**
Result of Recommended Action: Adoption of the Revised General Plan Land Use Map Book will allow City staff to continue using these interim policies, which reflect the Council's vision for future land uses in the City, as well as enable the completion of the Draft General Plan/Draft Environmental Impact Report consistent with the maps.
Staff Report: Paul Junker, Planning

NOTE: Vice Mayor Sander left the meeting during discussion on Item #15.

Mayor McGarvey opened the Public Hearing for Item #15. The following individuals addressed the Council on this item:

(a) Joyce Martin to oppose adoption of the item due to impact on natural resources
(b) Darrell Lindsey to oppose adoption of the item due to impact on natural resources
(c) Inge Lindsey to oppose adoption of the item due to impact on natural resources
(d) Christa Lindsey to oppose adoption of the item due to impact on natural resources
(e) Sherry Bradley to oppose adoption of the item due to impact on natural resources
(f) Susan Crocker to oppose adoption of the item due to impact on natural resources
(g) Carol Crofoot to oppose adoption of the item due to impact on natural resources
(h) LuAnne Spencer-Hartle to oppose adoption of the item due to impact on natural resources
(i) Betty Christoff to oppose adoption of the item due to impact on natural resources
(j) Ron Alvarado to encourage flexibility for set aside for vernal pools
(k) Moira Neuterman to encourage reconsideration of the item
(l) David Hatch to support the adoption of the item
(m) Judy Waegell to seek clarification on MRD designation
(n) Elke Guenter to suggest Council leave its legacy with keeping natural resources

Mayor McGarvey closed the Public Hearing for Item #15.

ACTION: Motion by Budge second by Skoglund and carried by 4:0 vote (Sander absent), Council adopted Resolution No. 03-2006 Adopting a Revised Draft Land Use Map Book to serve as interim diagrams and policies to guide land use within the city until the adoption of a General Plan with the following amendments:

- Modifications outlined in the January 17, 2006 Addendum to the Revised Draft Land Use Map Book Staff Report distributed at the meeting to be included
- Planning area description and MRD designation to be clarified
- Statement in the introduction page to address vernal pools impact to be added.

AT THIS POINT, Council took a brief recess. All Council Members present reconvened (Council Member Sander absent)

REGULAR CALENDAR ITEMS

Mayor McGarvey announced Items #16 and #17 would be considered concurrently.

16. **Subject:** Urgency Ordinance Adopting Rancho Cordova Municipal Code Chapter 16.130, Swainson's Hawk Impact Mitigation that Would Immediately Establish Guidelines for Mitigating the Impacts of Urban Development on Swainson's Hawk.
Recommendation: Adopt Urgency Ordinance No. 03-2006. **(Roll Call Vote)**
Result of Recommended Action: Urgency Ordinance No. 03-2006 will establish regulations that allow developers to mitigate impacts to Swainson's Hawk through payment of a fee. The fee will be used to purchase suitable habitat for the endangered Swainson's Hawk.
Staff Report: Paul Junker, Planning

17. **Subject:** Ordinance Adopting Rancho Cordova Municipal Code Chapter 16.130, Swainson's Hawk Impact Mitigation that Would Initiate the Adoption of a Non-Urgency Ordinance to Establish Guidelines for Mitigating the Impacts of Urban Development on Swainson's Hawk.
Recommendation: If Urgency Ordinance 03-2006 is not adopted, waive first reading and introduce Ordinance No. 04-2006. **(Roll Call Vote)**
Result of Recommended Action: Ordinance No. 04-2006 is identical to Urgency Ordinance 03-2006. It is recommended for adoption as an option if it is determined that an Urgency Ordinance is not the desired course of action by the Council.
Staff Report: Paul Junker, Planning

The following individuals addressed the Council on Item #17:

(a) Aimee Rutledge to encourage consideration of a land delivery system (direct preservation by developers) rather than mitigation fees
(b) Dan Gifford to introduce himself as representative of Department of Fish & Game and to advise he is interested in long-range approach
(c) Sherry Bradley to support preserving the hawk habitat
(d) Jude Lamare representing Friends of the Swainson's Hawk to oppose the option of using a fee
(e) Jim Pachl attorney for Friends of the Swainson's Hawk and Sierra Club to oppose mitigation by payment of fees

***NOTE: Vice Mayor Sander joined the meeting via conference call from Hawaii

(f) Bob Shattuck to encourage further consideration of the item since there is no urgency
(g) Ardie Zahedani representing Northstate Building Industry Association to state the fee option flexibility is extremely important to mitigation
(h) Alta Tura representing Sacramento Urban Creeks Council to state the solution to Swainson's Hawk is a habitat conservation plan
(i) Christa Lindsey to convey opinion that using CEQA to address the issue is not responsible planning and to encourage development of a conservation and preservation plan.

ACTION: Motion by Budge to drop the Urgency Ordinance and bring back the Non-Urgency Ordinance at a future date with revisions to enact a temporary mitigation program. Second by Skoglund and carried by 3:1 vote (Cooley voted no; Sander absent).

18. **Subject:** Appointment of (2) At-Large Planning Commissioners (terms expired December 2005)
Recommendation: Appoint two Planning Commissioners to fill the two expiring term seats **(Roll Call Vote)**
Result of Recommended Action: Two appointments will be made to fill expiring terms of the two at-large Planning Commissioner seats for new terms to expire December 2007.
Staff Report: Lillian Hare, City Clerk and Paul Junker, Planning for questions

ACTION: Motion by Cooley second by Budge and passed by 4:0 vote (Sander absent), Planning Commissioners Art Smith and Ernie Vance were reappointed to serve on the Planning Commission for terms consistent with Ordinance No. 56-2004 (four year terms).

CORRESPONDENCE

Council Members reported on recent correspondence.

COUNCIL REPORTS

Council Members reported on various meetings, invitations, and events since the last Council meeting.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Budge – Schedule Sac Metro Chamber PowerPoint Presentation at future Council meeting
Skoglund – Garbage service pick up
Skoglund – Commercial truck parking

CITY MANAGER'S REPORT

19. City Clerk/Human Resources

Lillian Hare reported on activities within her areas of responsibilities: city clerk, human resources, and administrative support services.

***NOTE: Vice Mayor Sander joined the meeting via conference call from Hawaii

ADJOURNMENT

The meeting adjourned at 10:20 p.m.

_____
Anna Olea-Moger, Assistant City Clerk

***NOTE: Vice Mayor Sander joined the meeting via conference call from Hawaii

CITY OF RANCHO CORDOVA

ORDINANCE NO. 01-2006

AN ORDINACE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING ORDINANCE 18-2003 CHANGING THE FUNCTIONS OF "ZONING ADMINISTRATOR" TO "PLANNING DIRECTOR" AND DELETIONS OF IRRELEVANT ZONING CODE.

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

SECTION 1: Purpose and Authority

The purpose of this Ordinance is to amend Ordinance No. 18-2003 and make language modifications to Rancho Cordova Zoning Code, formally replacing "Zoning Administrator" with "Planning Director" for minor planning actions, clarifying Ordinance No. 20-2003, and delete sections that are not relevant to the City of Rancho Cordova.

SECTION 2: Findings and Determinations

A. CEQA

Finding: The amendments to the City of Rancho Cordova Zoning Code are adequately addressed according to the California Environmental Quality Act.

Evidence: The amendment to the Rancho Cordova Municipal Code changing authority from Zoning Administrator to Planning Director and the deletions of irrelevant zoning code are exempt from the California Environmental Quality Act under CEQA Guideline Section 15061. The proposed amendment to change authority from zoning administrator to planning director and delete irrelevant Zoning Code is Categorically Exempt under Section 15061 of the California Environmental Quality Act Guidelines, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

B. Zoning Amendment

Finding: The proposed Code amendments are consistent with State law, the General Plan and the Rancho Cordova Community Plan. (Section 65860 of the Government Code)

Evidence: This ordinance is consistent with the State Law, the General Plan and the Rancho Cordova Community Plan. The zoning amendments will improve the safety, peace and public welfare. The changes will clarify ambiguities, delete sections that do not apply to the City in keeping with the Vision Book of the City of Rancho Cordova, serving as the Interim General Plan.

SECTION 3: Actions

A. Language and Authority Changes

AGENDA ITEM # 6

The City of Rancho Cordova adopted Sacramento County Zoning Code upon incorporation in 2003. The City immediately adopted ordinances indicating that everywhere there are references to the Board of Supervisors it meant the City Council and that the Planning Commission was to assume the duties and functions of the policy Planning Commission, project Planning Commission, subdivision review committee and zoning administrator. These actions had the effect of giving the Planning Commission significant responsibilities that with the County had previously been divided between these numerous bodies.

This ordinance would have the effect of shifting certain responsibilities that are currently performed by the Planning Commission of the City of Rancho Cordova and which were previously performed by the County Zone Administrator to the City Planning Director.

B. Titles I, II, and III of the Rancho Cordova Municipal Code are hereby amended to read as:

PERMITS GENERALLY: SECTION 110-03: ADMINISTRATIVE REQUIREMENTS, WHEN REQUIRED

110-03 Administrative Requirements, When Required

For the purposes of this Article public hearings before the Planning Director and City Council involving the following types of requests, shall be designated as Administrative Hearings.

110-06 Additional Hearing Procedures

The Planning Director shall adopt hearing procedures and rules necessary to carry out business in an orderly and fair manner. The procedures and rules shall provide for, among other matters, the preparation and adoption of necessary findings. The procedures and rules shall be published as an appendix to this Code.

APPEALS: SECTION 115-30: APPEAL OF PLANNING DIRECTOR TO PLANNING COMMISSION

115-30. Appeals

Any person dissatisfied with an act or determination of the Chief Building Inspector, Planning Director, or the Secretary of the Planning Commission, relating to the provision of this Code may appeal such act or determination as provided in this Article, provided that when any determination made by the aforementioned is given in the form of a recommendation or report addressed to the City Council, or such other commission, board or officer, no appeal may be taken; but any interested party, unless otherwise provided in this Code, shall be entitled to appear at the time of consideration of such recommendation or report and to be heard thereon.

RESIDENTIAL OPEN SPACE: SPECIAL CONDITIONS: SECTION 201-04 (36): WITHDRAWAL OF URBAN BEEKEEPING ON A RESIDENTIAL PROPERTY

201-04 Special Conditions- Agricultural & Residential Uses – Subsection (36) is hereby amended to read as follows:

(36) Allowed only if all conditions and requirements set forth in Section 305-220 are maintained. Urban beekeeping can be withdrawn from any parcel by action of the Planning Director, pursuant to provisions of Title III, Chapter 5, Article 10.

COMMERCIAL USE TABLES: SPECIAL CONDITIONS: SECTION 225-14 (38): TEMPORARY CONCESSIONS

225-1 Special Conditions – Subsection (38) is hereby amended to read as follows:

(38) Permitted subject to approval by the Planning Director and the development standards in Section 315-02. (See definition 130-47.5.)

INDUSTRIAL USE TABLES: SPECIAL CONDITIONS: SECTION 230-13 (19)

230-13 Special Conditions – Subsection (19) is hereby amended to read as follows:

(19) Permitted subject to approval of the Planning Director and the standards in Section 315-02.

TITLE III: GENERAL PROVISION: ARTICLES 1, 4, & 5: REGULATIONS PERTAINING TO WALLS AND FENCES

301-02.1. Sales of Christmas Trees

Christmas trees may be sold as a temporary use in other than commercial or industrial zones upon securing approval of a temporary use permit from the Planning Director and subject to obtaining a general business license. The Planning Director shall specify the period of sale of the trees to be between Thanksgiving and December 25th, and the period permitted to clear the lot of all unsold trees, rubble and other evidence of the temporary use. Temporary signs are permitted, subject to provisions of Title III, Chapter 35, Article 2.1 for commercial and industrial zones and subject to approval by the Planning Director in all other zones.

301-54. Use of Commercial Coaches as Temporary Offices

A commercial coach may be used for a temporary office where such use is authorized in the Commercial Use Table, Section 225-11, or in the Industrial Use Table Section 230-11 of this Code and, further, provided a permit is secured from the Chief Building Inspector.

A commercial coach may be used for a temporary office in any other zone, where such use is incidental to a use other than a residential use permitted in said zone, provided that a use permit is first obtained from the Planning Director and, further, provided that a permit is obtained from the Chief Building Inspector.

301-55. Use of Mobilehomes for Night Watchmen

A mobilehome may be used as a residence for a night watchman in any commercial or industrial zone where such use is incidental to a use permitted in said zone, provided a permit is secured from the Chief Building Inspector.

A mobilehome may be used as a residence for a night watchman in any other zone, where such use is incidental to a use other than a residential use permitted in said zone, provided that a use permit is first obtained from the Planning Director, and further provided that a permit is obtained from the Chief Building Inspector.

301-55.5. Commercial Coaches for Temporary Classrooms

Commercial coaches may be used as temporary classrooms for private schools in any zone where private schools are permitted, provided that a conditional use permit is obtained from the Planning Director and, further, provided that a permit is obtained from the Chief Building Inspector.

301-62.5. Vacant Property

A temporary use permit is required from the Planning Director for security fencing, (including chain link), which may be erected on all property lines including public rights-of-way. The vacant property shall be maintained in a weed and litter free condition.

301-63. Height – Subsection (d) is hereby amended to read as follows:

(d) Fence height shall be measured from the highest elevation at the property line or at the finished grade of the rear or side yard setback, which ever is higher. If the fence exceeds eight (8) feet above the lower elevation and is adjacent to another single-family residential zone, a fence use permit from the Planning Director is required.

301-64. Deviations from Fence Requirements

Fences that deviate from the standards set forth in this article may be permitted, as a condition of approval when heard in conjunction with another request, or by a fence use permit approved by the Planning Director. Unless approved as a condition or in conjunction with another request walls or fences of sheet or corrugated iron, steel or aluminum, are prohibited with the exception of ornamental fences as provided for in Section 301-60 (a).

Barbed wire, concertina wire and electrical fences require a fence use permit approved by the Planning Director, unless located within any Agricultural Zone or on the interior lot lines of the M-2 Zone. When such a fence is located in the Agricultural zones or the Heavy Industrial zone (M-2) a fence use permit is not required, unless it is adjacent to any zone other than the agricultural zones or the M-2 zone.

RESIDENTIAL USE DEVELOPMENT STANDARDS: ARTICLES 1, 6, & 10

ARTICLE 1. SINGLE-FAMILY -

305-09.5. Number of Kitchens

Any home developed pursuant to this chapter shall have no more than one (1) kitchen. For purposes of this section a kitchen is an area within a house that has an appliance(s) to cook food. Exceptions to this requirement may be granted by the Planning Director for residences of developmentally disabled persons. A public hearing for this exception is not required if the request submitted is in the form of Planning Director's Action applications, or may be approved in conjunction with a concurrent zoning entitlement application in public hearing by the final hearing authority.

ARTICLE 6. ACCESSORY STRUCTURES INCIDENTAL TO PRIMARY RESIDENTIAL DWELLINGS

305-82. General Regulations - Subsection (b) is hereby amended to read as follows:

(b) Area. The total square footage of all accessory structures on a single parcel, except residential accessory dwellings and swimming pools, shall not exceed fifty percent (50) of the habitable floor area of the primary residential dwelling on the same parcel. Exceptions to this area requirement are subject to the issuance of a conditional use permit by the Planning Director.

ARTICLE 10: URBAN BEEKEEPING

305-221

Urban beekeeping privileges may be withdrawn from any property by written notification to the property owner by the Planning Director. Withdrawal must be done with cause, however, the cause need not be the fault of the beekeeper, nor be a factor that is under the control of the beekeeper. Any condition or combination of circumstances which, in the opinion of the Planning Director jeopardizes endangers or otherwise constitute an actual, potential or perceived menace to public health or safety will constitute valid cause to withdraw license to keep bee colonies on the property. Such withdrawal may be appealed. Once any property owner has been noticed of withdrawal of privilege to keep bee colony(s) on a particular property, such privilege may be reestablished only upon written request and approval of the Planning Director.

COMMERCIAL USES: ARTICLES 1 & 1.5

ARTICLE 1: DEVELOPMENT STANDARDS FOR TEMPORARY CONCESSIONS

315-02. Development Standards for Temporary Concessions

No temporary concession shall be installed, maintained, or operated in any zone unless the standards and requirements set forth in this Section are complied with and maintained. Temporary concessions are allowed only in specified commercial and industrial zones subject to the conditional approval of a Temporary Use Permit by the Planning Director. Such Temporary Use Permit shall include any conditions appropriate to assure compliance of the requirements of this section, shall include time limits as to when the temporary Use Permit is valid and may include additional conditions and requirements that are found appropriate to assure the use will not be detrimental to health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood.

ARTICLE 1.5: DEVELOPMENT STANDARDS FOR SEASONAL ROADSIDE CROP SALES

315-05 Development Standards for Seasonal Roadside Crops – Subsection (9) is hereby amended to read as follows:

(9) No food items shall be prepared and/or sold for immediate consumption on-site, excluding canned or bottled beverages. The Planning Director may grant approval of a Use Permit to prepare and sell foods for immediate consumption, however such sales are limited to the specific items considered and itemized on the Use Permit document.

OFF-STREET PARKING:

ARTICLE 1: GENERAL PROVISIONS

330-07 Parking Reductions – Subsection (d) is hereby amended to read as follows:

(d) Request For Special Review Of Parking. Parking reductions exceeding the maximums specified in (a) through (c) above, or modifications of improvement requirements, may be granted by the Planning Commission upon petition for a Special Review of parking by a project proponent. The appropriate authority may require as a condition of approval of the parking reduction the recordation of agreements or covenants, prior to issuance of a building permit, which assure that appropriate programs are implemented for the duration of the parking reduction.

SIGN REGULATIONS:

ARTICLE 1: GENERAL PROVISIONS

335-04. Subdivision Signs – Subsections (b), (c), and (d) are hereby amended to read as follows:

(b) Directional Subdivision Signs. Temporary directional subdivision signs are permitted in any zone, except MP, BP, C-O and Special Sign Corridors, subject to the approval of a Temporary Sign Use Permit by the Planning Director

(c) Subdivision Signs. Subdivision signs are permitted in any zone, subject to the approval of Temporary Sign Use Permit by the Planning Director

(d) Regional Directional Subdivision Signs. Temporary multi-sectioned directional subdivision billboard-type signs are permitted in the Agricultural-Residential, Residential, M-1 and M-2 zones (except they are not permitted in the Special Sign Corridors), subject to the approval of a Temporary Use Permit by the Planning Director

335-09.5. Special Provision – Subsection (h) is hereby amended to read as follows:

(h) Special advertising devices for grand openings of a business for a period not to exceed 30 days within the first 180 days of business, and for special sales events not exceeding one period of up to 30 days within a given year may be

permitted subject to the approval of the Planning Director and be specifically listed in the temporary use permit.

C. The proposed ordinance makes certain deletions in the following areas:

TITLE I: GENERAL PROVISIONS

Chapter 20: NONCONFORMING LOTS, USES, STRUCTURES AND SIGNS

Article 6: NONCONFORMING SIGNS

120-52. Continuation - Deleted the exception in its entirety and section is hereby amended to read as follows:

Except as otherwise provided in this Article, any legal nonconforming sign in existence on October 20, 2003 may continue to be used for a period of five (5) years. Any sign which becomes nonconforming because of an amendment of this Code may continue to be used for a period of five (5) years from the effective date of such amendment. After the expiration of the five (5) years such nonconforming use must cease.

TITLE III: USE REGULATIONS AND DEVELOPMENT STANDARDS

Chapter 1: GENERAL PROVISIONS - Article 10: URBAN BEEKEEPING

305-223. Bee Advisory Committee – Deleted in its entirety.

Chapter 30: Off-Street Parking –

Article 4: Improvement Requirements for Parking Areas

330-92.5. Request for Special Review of Improvement Requirements – Deleted in its entirety.

Chapter 35: SIGN REGULATIONS - Article 1: General Provisions

335-11.1. Identification Signs – Subsection (e) is deleted in its entirely and subsections (a)(10) and (c)(6) are hereby amended to read as follows:

(a) Identification signs for public and private schools, colleges, universities, and parks are authorized in any zone, provided:

(10) Signs exceeding size and height are permitted subject to issuance of a use permit by the Planning Director who shall consider the effect said sign will have on the general purpose of the particular zone where the sign is to be located.

(c) Except as otherwise provided herein, signs identifying permitted uses in the Agricultural, Recreational, and Residential zones are permitted, provided:

(6) Signs exceeding size and height are permitted subject to issuance of a use permit by the Planning Director who shall consider the effect said sign will have on the general purpose of the particular zone where the sign is to be located.

Section 4: Severability

If any provision of these ordinance amendments 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 these ordinance amendments 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 5: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published in accordance with California Government Code Section 36933 (a) and shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED this 21st day of February 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 05-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT

Community Facilities District No. 2005-2
(Landscape Maintenance)

WHEREAS, this Council adopted a resolution entitled "A Resolution of the City of Rancho Cordova of Intention to Establish a Community Facilities District (the "Resolution of Intention"), has conducted proceedings (the "Proceedings") to establish Community Facilities District No. 2005-2 (Landscape Maintenance) (the "CFD"), of the City pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain public services (the "Services) as provided in the Act; and

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held; and

WHEREAS, upon the conclusion of the hearing, this City Council adopted its Resolution of the City of Rancho Cordova of Formation of Community Facilities District (the "Resolution of Formation) pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on February 6, 2006, a special election was held among the landowner voters within the CFD at which the such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows:

Section 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation which rate and method is by this reference

AGENDA ITEM # 7

incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2005-06 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

Section 2. The Chief Financial Officer of the City or designee or employee thereof of the City is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Sacramento in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Solano for fiscal year 2005-06 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City.

Section 8. This ordinance shall go into effect on the earliest day allowable by law.

THE FOREGOING ORDINANCE was adopted this 21st day of February, 2006 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works

SUBJECT: **SIDEWALK MAINTENANCE PROJECT 2006**

RECOMMENDATION

Award the City's sidewalk maintenance project to the lowest responsive bidder, Vanguard Construction, in the amount of $93,900.

RESULT OF RECOMMENDED ACTION

Vanguard Construction will begin replacing damaged gutters and sidewalks in various locations (approximately 19 locations) throughout the City of Rancho Cordova. Construction will begin in March 2006 upon City Council approval and will be completed in May 2006.

BACKGROUND

Bids were solicited on the City of Rancho Cordova's web site as well as with the Sacramento and El Dorado Builders Exchange beginning January 11, 2006. The project was also advertised in The Grapevine Independent on January 20 and 27, 2006. The bids were publicly opened on February 1, 2006 at 2729 Prospect Park Dr., Rancho Cordova 95670.

Nine (9) contractors bid on the project. The Engineer's estimate was $110,000. The low bid was $93,900, the average bid was $121,114, the high bid was $153,750. The Bid Summary Sheet is provided in Attachment B. The low bid is 14.6% lower than the Engineer's estimate. This project is funded through Measure A funds.

Attachment A - Locations for Sidewalk Maintenance Project 2006
Attachment B - Bid Summary Sheet
Attachment C - Agreement between Vanguard Construction and the City of Rancho Cordova

AGENDA ITEM # 8

LOCATIONS FOR
SIDEWALK MAINTENANCE PROJECT 2006
CITY OF RANCHO CORDOVA

Project No. 06-02

No.	Street Number	Street Name	Thom Bros	Curb/Gutter Length (ft)	SW Length (ft)	SW Area(sf)	Tree Root Trim
1	2301	ARAMON DR	299G2	60	20	80	1
2	2623	BETSY WY*	299H1	16	24	96	1
3	2612-2626	BETSY WY	299H1	20	24	96	1
4	2383	CORDOVA LN	299H1	0	23	92	1
5	3351	EXPLORER DR	299D6	29	29	116	
6	3387	HARTSELLE WY	299E5	68	68	272	
7	2428	MORAINE CIR**	299E2	25	25	100	1
8	2431	MORAINE CIR	299E2	12	12	48	
9	2329-2325	MORAINE CIR	299E2	162	162	648	1
10	3434	NUT PLAINS DR	299E5	43	43	172	
11	3425	NUT PLAINS DR	299E5	21	21	84	
12	2110	PINETREE CT	279H6	0	44	176	1
13	2115	PINETREE CT	279H6	8	8	32	
14	2119	PINETREE CT	279H6	44	48	192	
15	2126	PINETREE CT	279H6	20	28	112	1
16	3645	SCARSDALE CT	299C7	56	56	224	1
17	2536	TORMOLO WAY	299F2	65	73	292	1
18	11101	WOODKIRK CT	279J7	12	40	160	
19	2133	WOODLAWN DR	279H6	8	29	116	1
		TOTAL		**669**	**757**	**3108**	**11**

Includes 16'x7' driveway remove and replace

* Includes 13'x4' roadway remove and replace

SIDEWALK MAINTENANCE PROJECT 2006

Rancho Cordova City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

February 1, 2005 - 2:10 P.M.

Letter Designation	Contractor	Base Bid Amount	Bidder's Bond
A	Sposeto Engineering, Inc.	$124,146.00	Yes
B	Central Valley Engineering & Asphalt, Inc.	$114,120.00	Yes
C	Vanguard Construction	$93,900.00	Yes
D	Martin General Engineering, Inc.	$118,269.00	Yes
E	Quimo Constracting Inc.	$119,385.00	Yes
F	Do-Right Concrete Inc.	$124,395.00	Yes
G	Martin Brothers Construction	$153,750.00	Yes
H	C & C Construction, Inc.	$113,510.00	Yes
I	Nor-Cal Concrete, Inc.	$128,551.50	Yes

Attendees:
Carolyn Butler, Deputy City Clerk
Anna Olea-Moger, Assistant City Clerk
John Samuelson, Assistant Civil Engineer

Carolyn Butler

Carolyn Butler, Deputy City Clerk

Contract No. 06-2006.

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND VANGUARD CONSTRUCTION

THIS AGREEMENT made and entered into this day of _____, between the City of Rancho Cordova ("City") and Vanguard Construction ("Contractor") as of _____, 2006.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council of public opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated March 2004.; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. **SCOPE OF WORK.** That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 06-2006, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

Section 3. **COMPLETION**. Said work shall be completed and ready for acceptance.

Section 4. **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: ($93,900). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. **PREVAILING WAGES.** Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed n the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. **INSURANCE**. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION. The Contractor shall defend, indemnify the City and save harmless the (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

Section 10. MISCELLANEOUS PROVISIONS. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times

states herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA

Ted Gaebler, City Manager

CONTRACTOR

Billie Sposeto, Owner
Vanguard Construction

Attest:

Lillian Hare, City Clerk

Approved as to Form:

Steve Meyers, City Attorney

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 18-2006 AUTHORIZING EXECUTION OF THE RUBBERIZED ASPHALT CONCRETE INCENTIVE GRANT**

RECOMMENDATION

Adopt Resolution No. 18-2006.

RESULT OF RECOMMENDED ACTION

Approval of Resolution No. 18-2006 will authorize the Public Works Director to execute all necessary documents for purposes of securing grants from the California Integrated Waste Management Board. The grants are offered to promote the use of rubberized asphalt concrete and will pay the difference in cost relative to conventional asphalt up to a maximum of $170,000.

BACKGROUND

As a result of a comprehensive survey of all streets within the City of Rancho Cordova, and as presented to City Council on February 6, the following streets have been selected for rehabilitation in 2006: A portion of Ambassador Drive, Bradshaw Road, Explorer Drive, Lincoln Village Drive, Old Placerville Road, Trade Center, Vanguard Drive, and White Rock Road. In general, rehabilitation will be Rubberized Asphalt Concrete (RAC) overlay with an expected tonnage of greater than 3,500 tons.

The Rubberized Asphalt Incentive Grant Program is offered by the California Integrated Waste Management Board (CIWMB) to promote RAC projects utilizing a tonnage greater than 3,500 tons. Benefits of RAC include reduced maintenance costs, a quieter ride, and a beneficial use for used tires which may otherwise end up in landfills. The City of Rancho Cordova is eligible to receive the difference in cost between conventional asphalt and RAC up to a maximum of $170,000.

AGENDA ITEM # 9

As part of the application process, CIWMB requires a resolution from City Council authorizing their designee to execute all necessary documents for purposes of securing grants. Resolution No. 18-2006 authorizing the Public Works director to execute the grant is attached.

Attachment: Resolution No. 18-2006

CITY OF RANCHO CORDOVA

RESOLUTION NO. 18-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR PURPOSES OF SECURING GRANTS FROM THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

WHEREAS, Public Resources Code Section 42872.5, authorizes the California Integrated Waste Management Board (CIWMB) to establish a grant program to fund rubberized asphalt concrete projects; and

WHEREAS, the CIWMB has been delegated the responsibility for administration of the program, setting up necessary procedures governing application by local governments and their subdivisions under the program; and

WHEREAS, said procedures established by the CIWMB require the applicant to certify, by resolution, approval of the application before submission of said application to the State; and

WHEREAS, if awarded a grant, the applicant will enter into an agreement with the State of California for development of the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council authorizes the submittal of an application to the CIWMB for a Targeted Rubberized Asphalt Concrete Incentive Grant. The Public Works Director or his designee is hereby authorized and empowered to execute in the name of the City of Rancho Cordova all necessary applications, contracts, agreements, amendments, and payment requests hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

PASSED AND ADOPTED by the City Council of on the 21st day of February, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION APPROVING SUBDIVISION NO. RC-03-002.0 FINAL MAP OF LARGE LOT MAP OF NORTH DOUGLAS AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is the subdivision titled "Final Map of Large Lot Map of North Douglas", consisting of 8 propossed large lots, located on the north side of Douglas Boulevard approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 8 new lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The Rancho Cordova City Council approved the Tentative Map on June 21, 2004.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 929369458 with The Continental Insurance Company in the amount of $2,662,200.00. Bond No. 929369458 with The Continental Insurance Company in the amount of $1,326,100.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by bond with the Sacramento County Tax Collector. The park dedication requirement has been deferred by Cordova Recreation and Park District until the small lot maps record.

AGENDA ITEM # 10

The Development Agreement was adopted by the City Council on November 1, 2004 by Ordinance No. 54-2004.

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 & Associated Inc.

Attachments:
1 - Subdivision Improvement Agreement
2 - Resolution No. 17-2006
3 - Zoning Map
4 - 8 ½ X 11 copy of final map

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and US Home/KB North Douglas LLC ~~a Delaware Limited~~ Liability Co. (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 North Douglas Large Lot Map, 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. Park Renovation Fee. Principal acknowledges that the City has adopted 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"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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 $2,662,200.00. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. City 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

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

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

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL

_____
[LARRY GUALCO-DIVISION PRESIDENT]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On 1-19-06 (Date) before me, April S. Dorning, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Larry Gualco (Name(s) of Signer(s))

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

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

APRIL S. DORNING
Commission # 1423229
Notary Public - California
Placer County
My Comm. Expires Jun 8, 2007

WITNESS my hand and official seal.

April S. Dorning
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CITY OF RANCHO CORDOVA

RESOLUTION NO. 17-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION MAP NO. RC-03-002.0 FINAL MAP OF LARGE LOT MAP OF NORTH DOUGLAS

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 **US Home/KB North Douglas, LLC, a Delaware Limited Liability Company** and the subdivision designated as **Subdivision No. RC-03-002.0 Final Map of Large Lot Map of North Douglas** 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 21st day of February 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

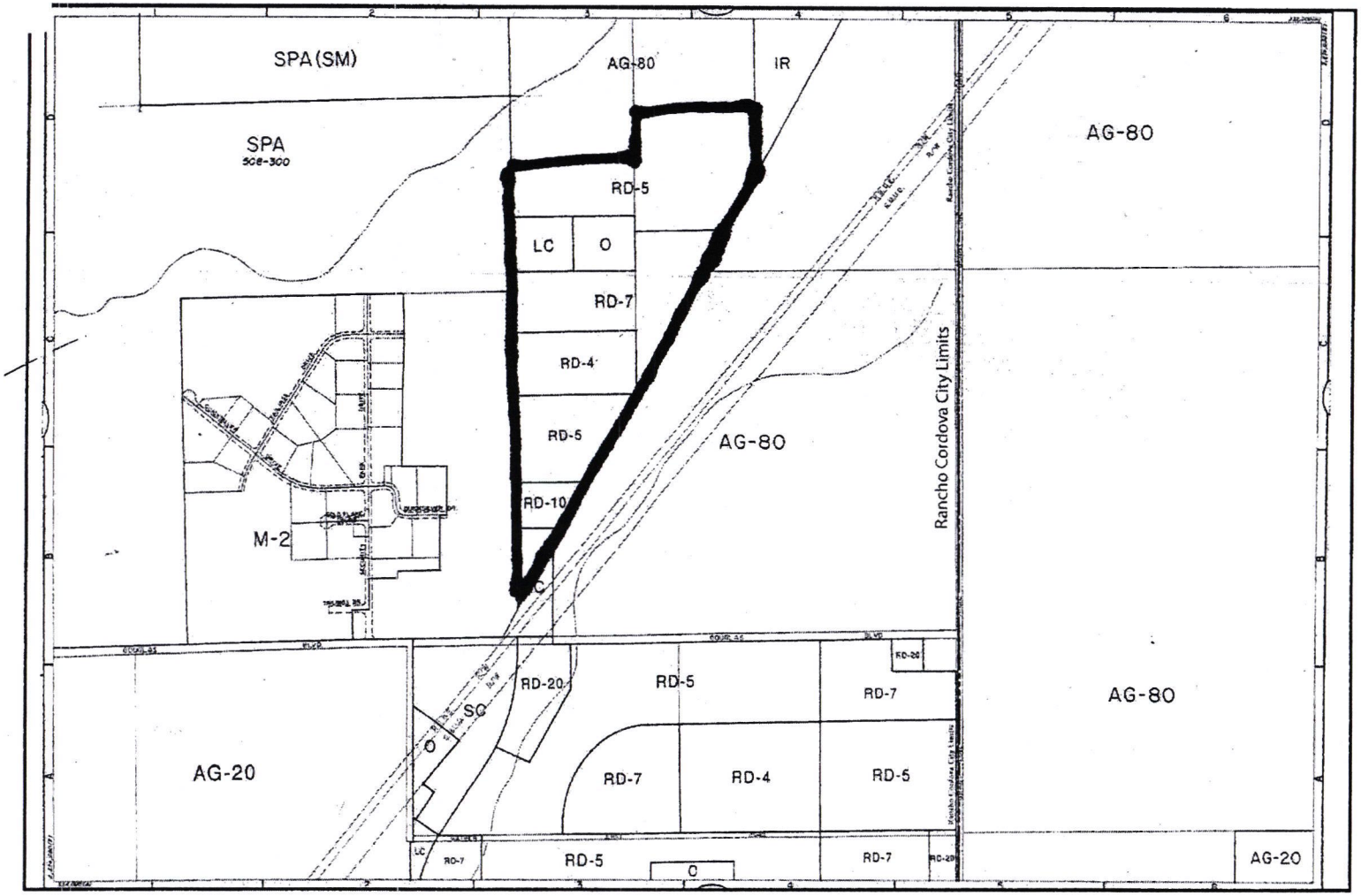
_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Attachment 3

ZONING MAP



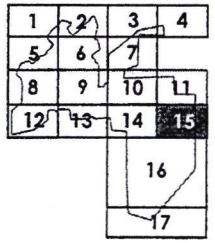
DESIGNATION	DESCRIPTION
Agricultural	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
Residential	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
Commercial	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
Industrial	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
Other	
O	Recreation
SPA	Special Planning Area*
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Ordinance Number	Date

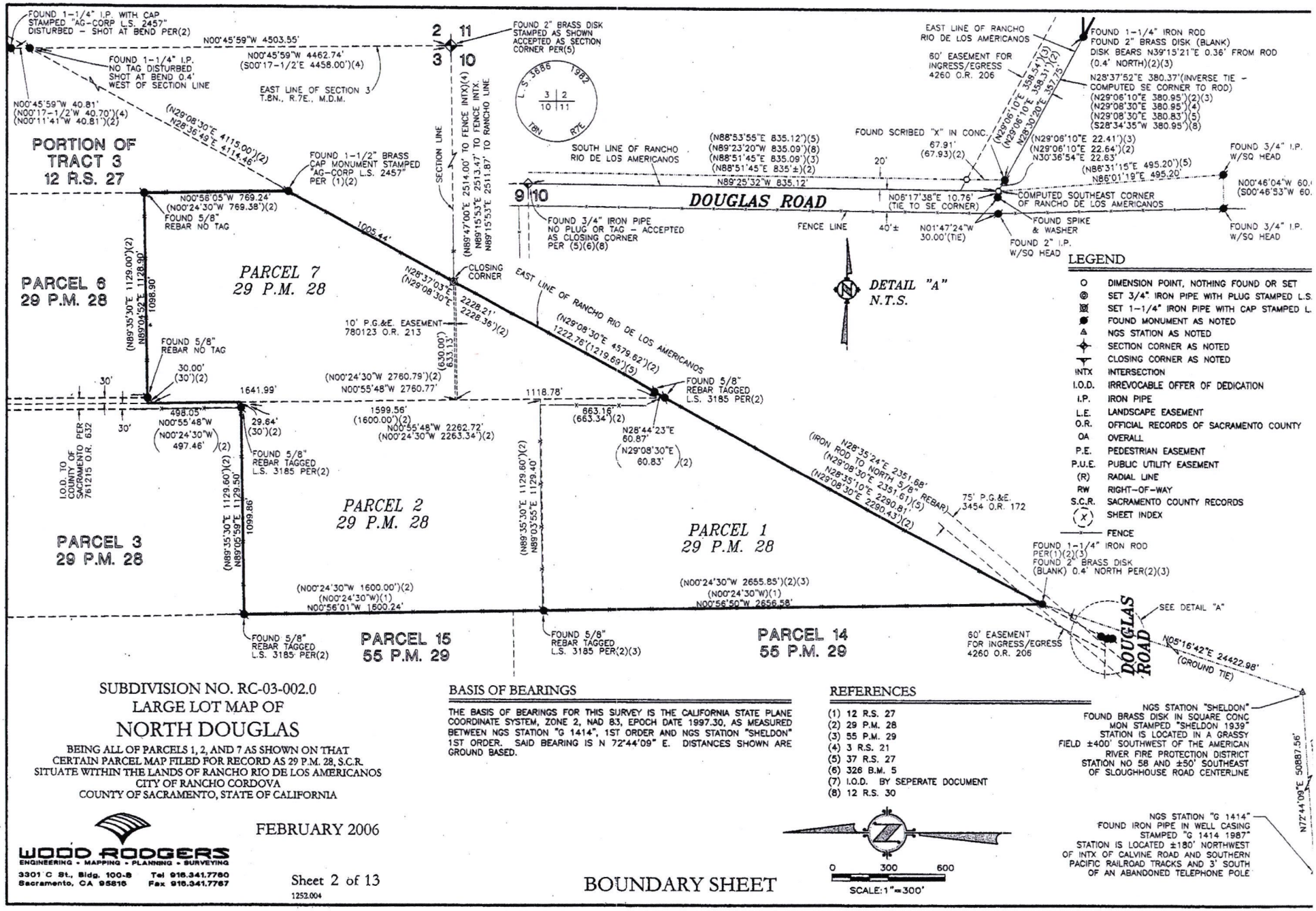
SCALE IN FEET
250 500 1000

MAP SHEET INDEX



ZONING MAP SHEET 15

Subdivision No. RC-03-002-0
LARGE LOT MAP OF NORTH DOUGLAS



LEGEND

O	DIMENSION POINT, NOTHING FOUND OR SET
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S.
⊠	SET 1-1/4" IRON PIPE WITH CAP STAMPED L.
●	FOUND MONUMENT AS NOTED
△	NGS STATION AS NOTED
✦	SECTION CORNER AS NOTED
⊣	CLOSING CORNER AS NOTED
INTX	INTERSECTION
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
L.E.	LANDSCAPE EASEMENT
O.R.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
RW	RIGHT-OF-WAY
S.C.R.	SACRAMENTO COUNTY RECORDS
(X)	SHEET INDEX
	FENCE

SUBDIVISION NO. RC-03-002.0
LARGE LOT MAP OF
NORTH DOUGLAS

BEING ALL OF PARCELS 1, 2, AND 7 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD AS 29 P.M. 28, S.C.R. SITUATE WITHIN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

FEBRUARY 2006

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

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 37 R.S. 27
(6) 326 B.M. 5
(7) I.O.D. BY SEPERATE DOCUMENT
(8) 12 R.S. 30

0 300 600
SCALE:1"=300'

NGS STATION "SHELDON"
FOUND BRASS DISK IN SQUARE CONC MON STAMPED "SHELDON 1939"
STATION IS LOCATED IN A GRASSY FIELD ±400' SOUTHWEST OF THE AMERICAN RIVER FIRE PROTECTION DISTRICT STATION NO 58 AND ±50' SOUTHEAST OF SLOUGHHOUSE ROAD CENTERLINE

NGS STATION "G 1414"
FOUND IRON PIPE IN WELL CASING STAMPED "G 1414 1987"
STATION IS LOCATED ±180' NORTHWEST OF INTX OF CALVINE ROAD AND SOUTHERN PACIFIC RAILROAD TRACKS AND 3' SOUTH OF AN ABANDONED TELEPHONE POLE

BOUNDARY SHEET

Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF SUBDIVISION NO. RC-03-002.0 LARGE LOT MAP OF NORTH DOUGLAS AND PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE THE RIGHT-OF-WAY ON, OVER, ACROSS AND UNDER THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION," (I.O.D.) AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE IRREVOCABLE OFFERS OF DEDICATION SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND 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 TWENTY-FIVE (25) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC AMERICANOS BOULEVARD AS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER 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 IRREVOCABLE OFFERS OF DEDICATION SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

E. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, 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.)

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: Brian W. Bombeck DATE: JAN. 10, 2006
BRIAN W. BOMBECK
VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF Placer } SS

ON THE 10 DAY OF January, 2006, BEFORE ME Carmela Carriato A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Brian W. Bombeck

☒ PERSONALLY KNOWN TO ME OR ☐ 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 EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Carmela Carriato
PRINTED NAME: CARMELA CARRIATO
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1523273

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-0222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-0902191, OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: Nancy Prall BY: _____
PRINT: Nancy Prall PRINT: _____
TITLE: Vice-President TITLE: _____

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF Placer } SS

ON THE 20 DAY OF Jan, 2006, BEFORE ME, Joe Boberg A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Nancy Prall

☐ PERSONALLY KNOWN TO ME OR ☐ 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 EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: Joe Boberg
COUNTY OF: Sacramento
MY COMMISSION EXPIRES: March, 20, 2009
MY COMMISSION NO.: 1561870

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 AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. 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 JANUARY 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SIMESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SIMESS
P.L.S 7944 EXP. 12-31-07

JANUARY 9, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS LARGE LOT FINAL MAP OF NORTH DOUGLAS AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, 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 MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND CONSENTS TO THE IRREVOCABLE OFFERS OF DEDICATION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____ _____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, 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: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-002.0
LARGE LOT MAP OF
NORTH DOUGLAS

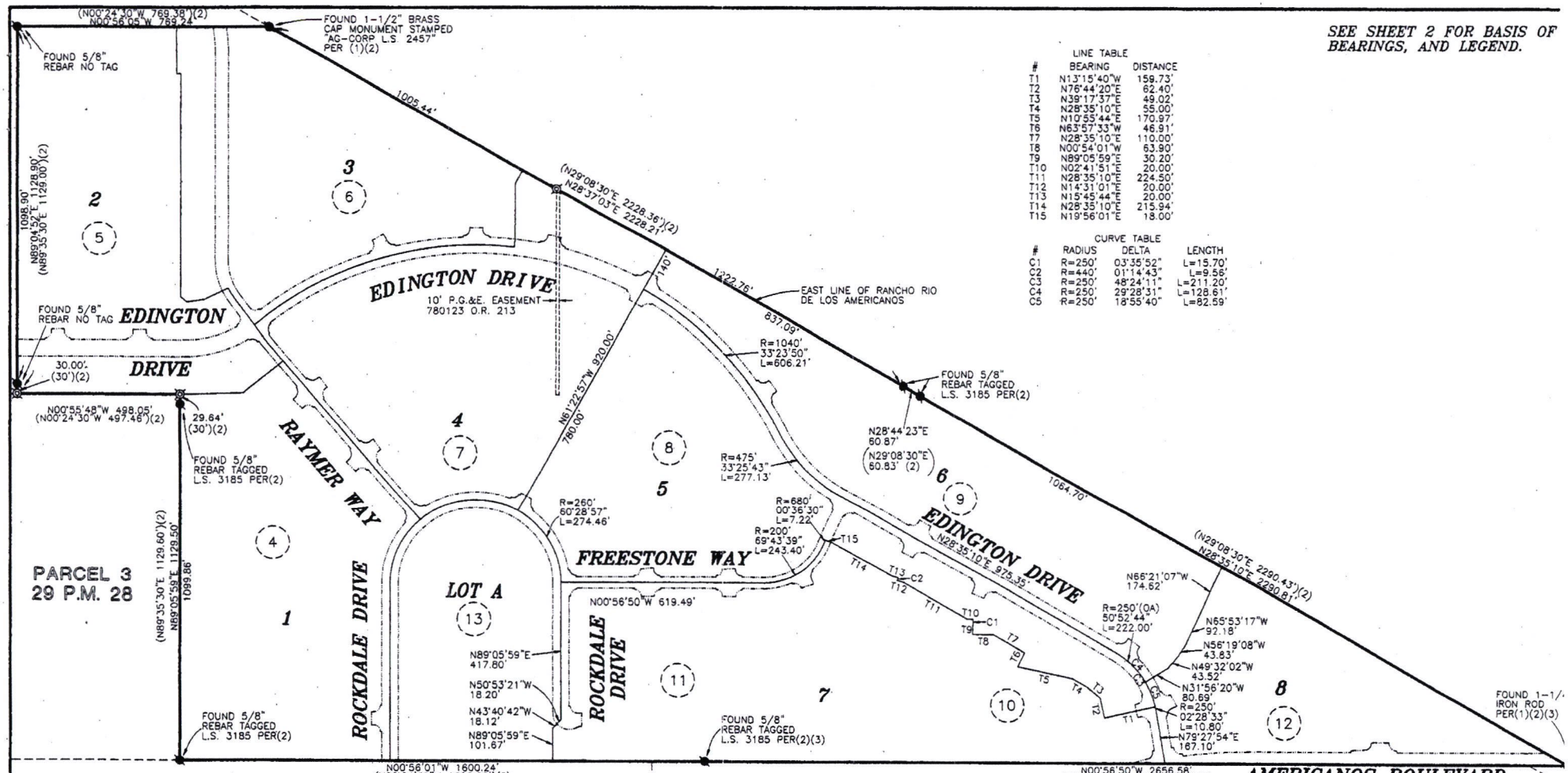
BEING ALL OF PARCELS 1, 2, AND 7 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD AS 29 P.M. 28, S.C
SITUATE WITHIN THE LANDS OF RANCHO RIO DE LOS AMERIC
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

FEBRUARY

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 (

1252.004



LINE TABLE

#	BEARING	DISTANCE
T1	N13°15'40"W	159.73'
T2	N76°44'20"E	62.40'
T3	N39°17'37"E	49.02'
T4	N28°35'10"E	55.00'
T5	N10°55'44"E	170.97'
T6	N63°57'33"W	46.91'
T7	N28°35'10"E	110.00'
T8	N00°54'01"W	63.90'
T9	N89°05'59"E	30.20'
T10	N02°41'51"E	20.00'
T11	N28°35'10"E	224.50'
T12	N14°31'01"E	20.00'
T13	N15°45'44"E	20.00'
T14	N28°35'10"E	215.94'
T15	N19°56'01"E	18.00'

CURVE TABLE

#	RADIUS	DELTA	LENGTH
C1	R=250'	03°35'52"	L=15.70'
C2	R=440'	01°14'43"	L=9.56'
C3	R=250'	48°24'11"	L=211.20'
C4	R=250'	29°28'31"	L=128.61'
C5	R=250'	18°55'40"	L=82.59'

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 130.260 ± ACRES, CONSISTING OF 8 LARGE LOTS, AND 1 MISCELLANEOUS LOT.
3. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AND IRREVOCABLE OFFERS OF DEDICATION AS SHOWN HEREON.
5. LOT A SHALL BE GRANTED IN FEE SIMPLE TO THE CORDOVA RECREATION AND PARK DISTRICT BY SEPARATE DOCUMENT.

SHEET INDEX

0 100 200 400
SCALE:1"=200'

SUBDIVISION NO. RC-03-002.0

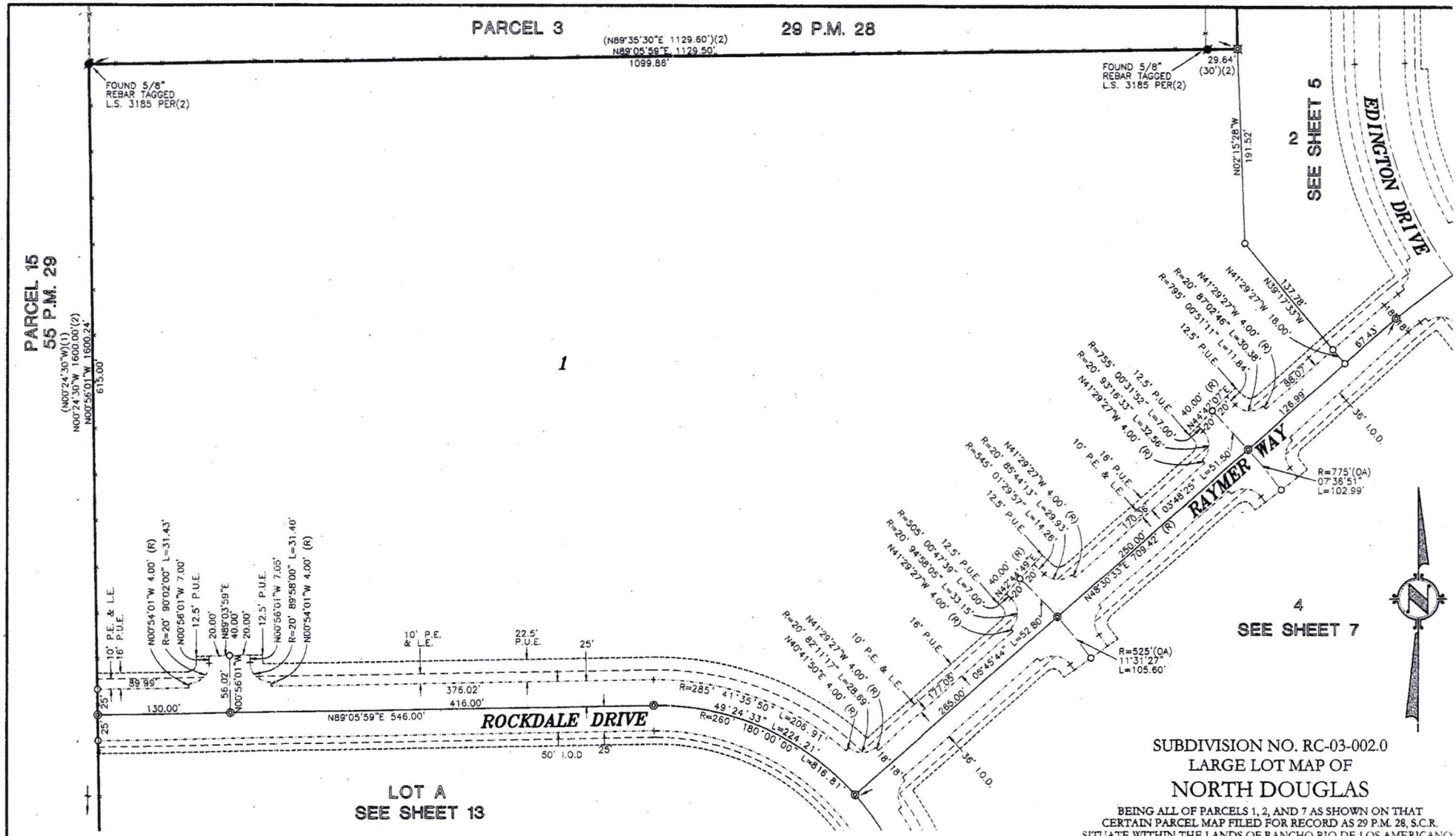
LARGE LOT MAP OF

NORTH DOUGLAS

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CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

FEBRUARY 2006

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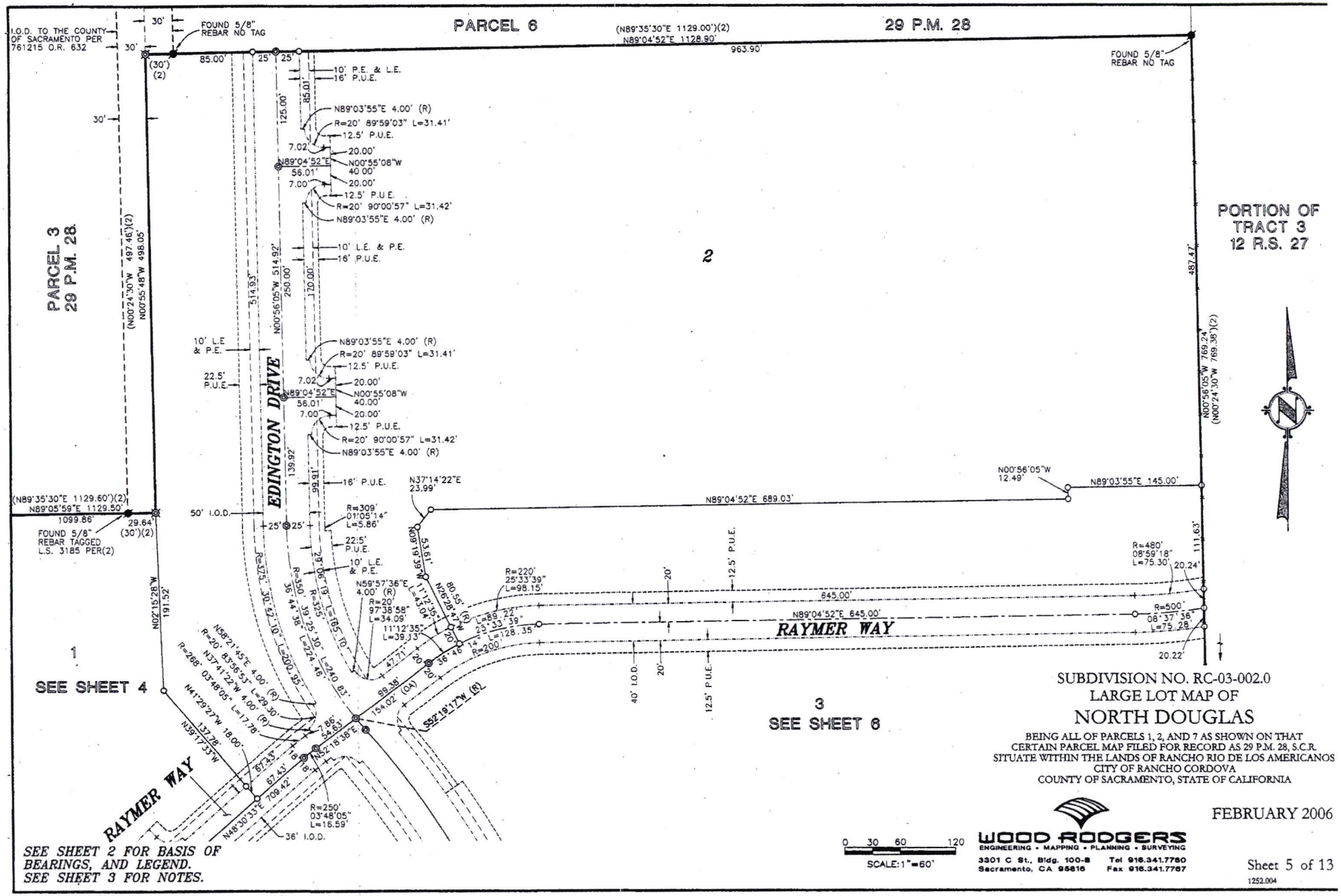
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CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

FEBRUARY 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, AND LEGEND.
SEE SHEET 3 FOR NOTES.

0 30 60 120
SCALE: 1"=60'

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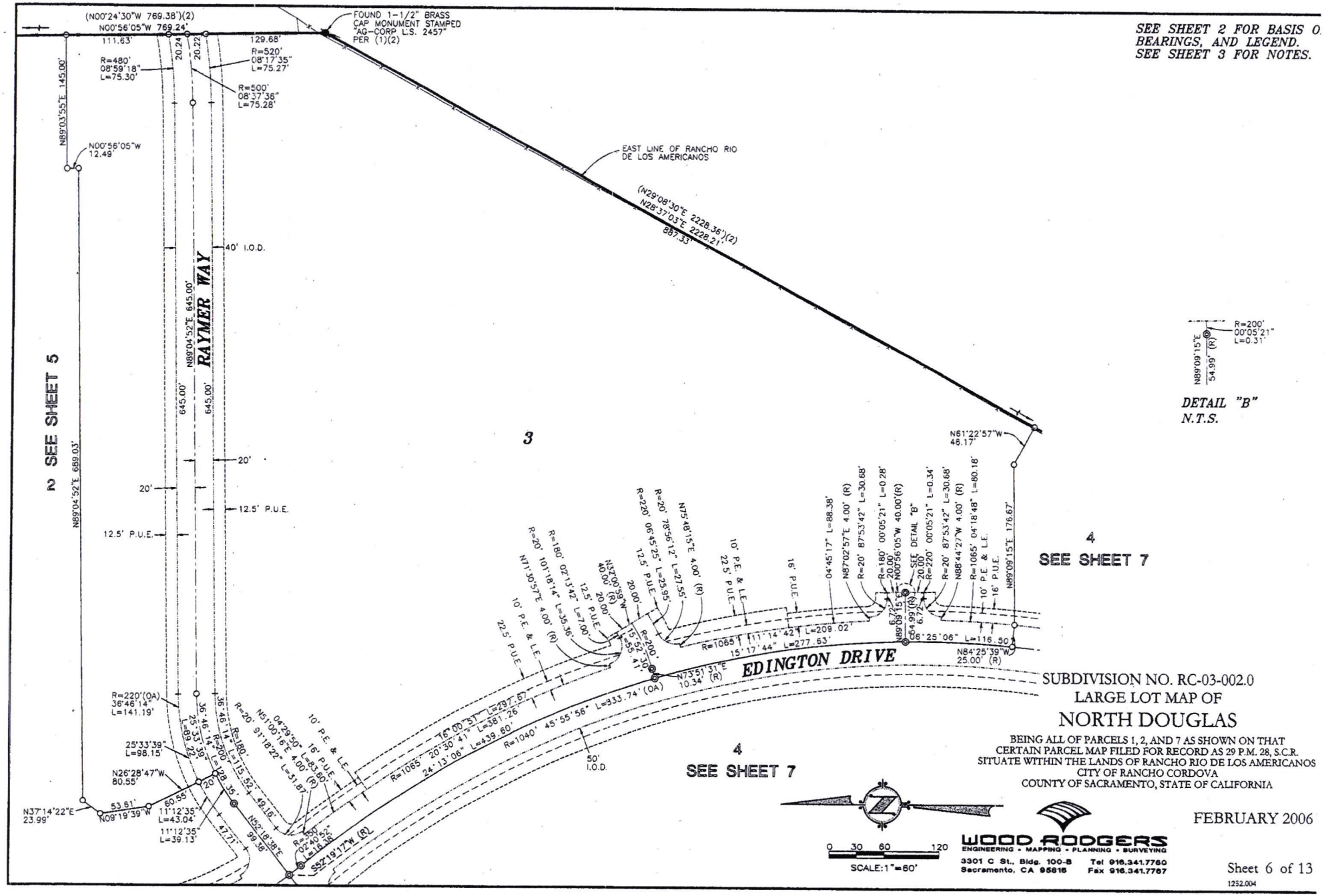
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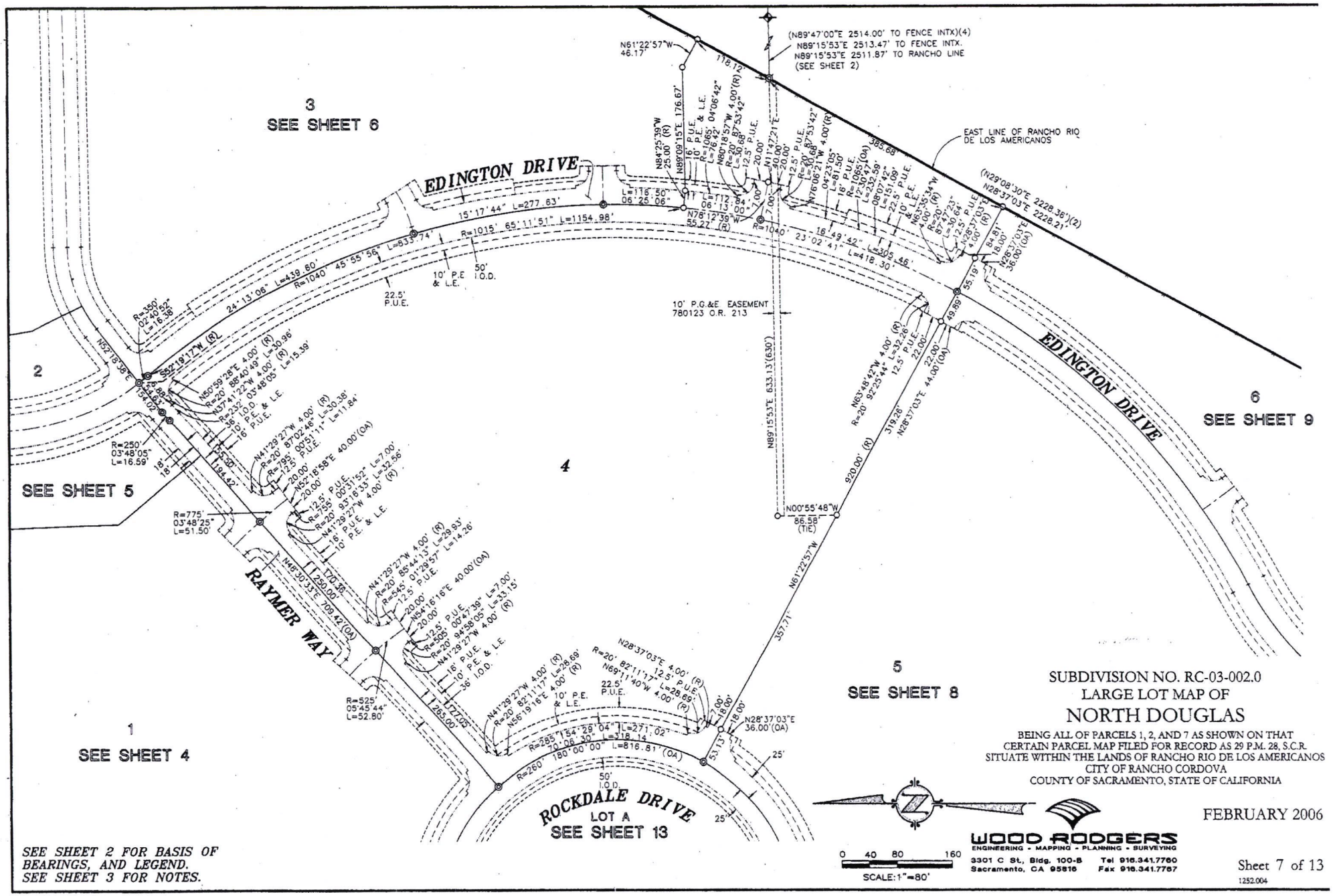
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FEBRUARY 2006

1252.004

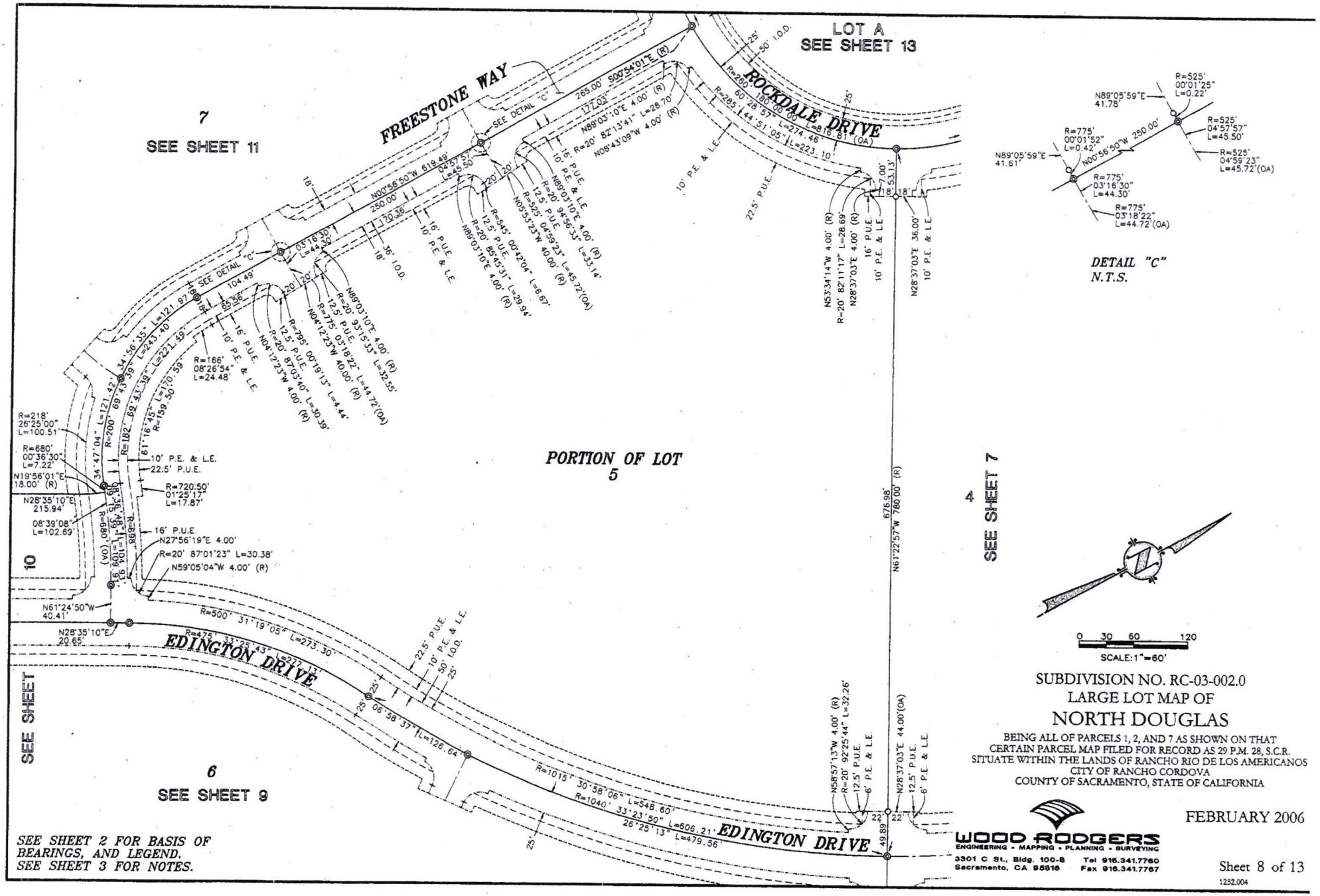


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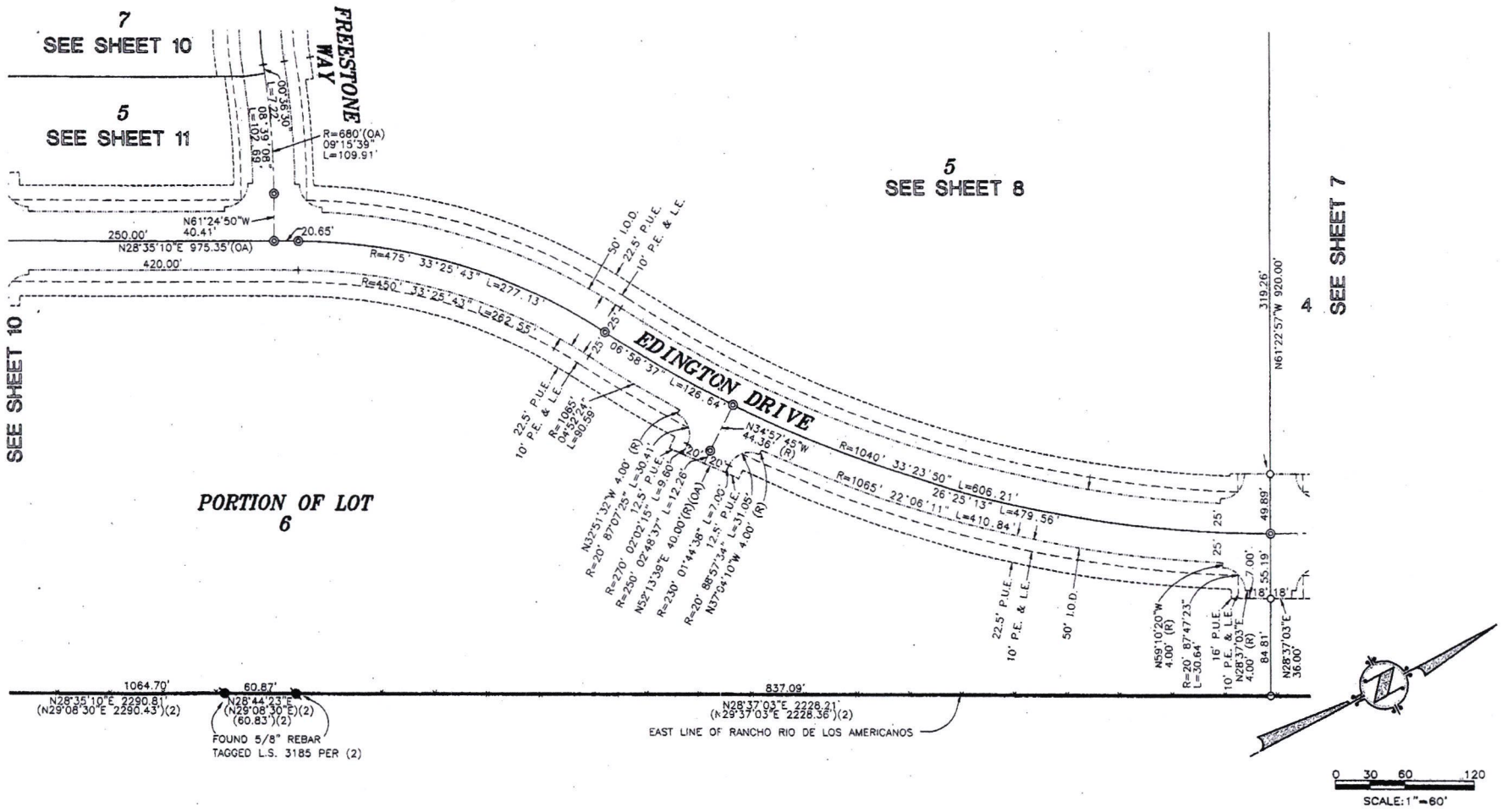
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FEBRUARY 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, AND LEGEND.
SEE SHEET 3 FOR NOTES.

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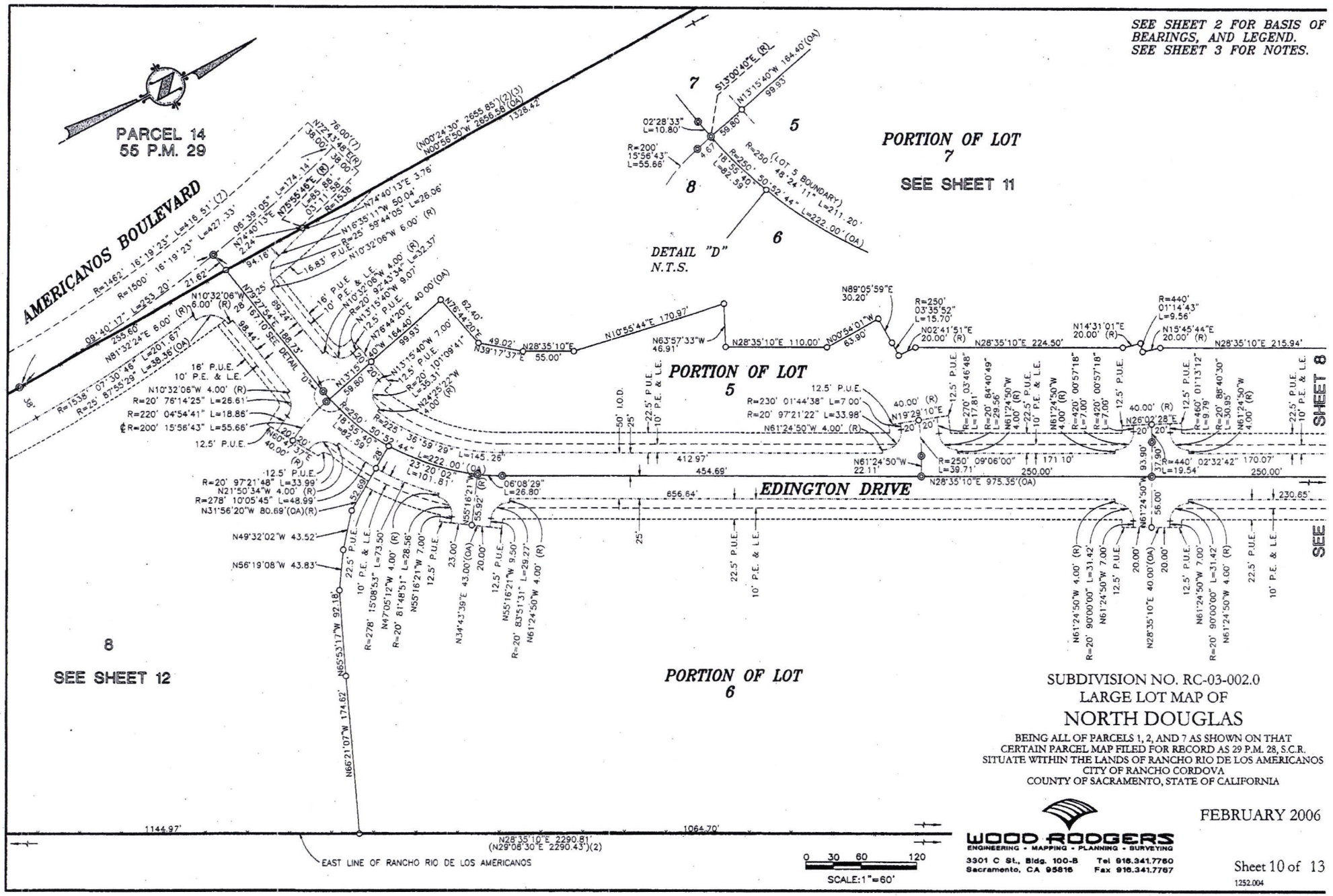
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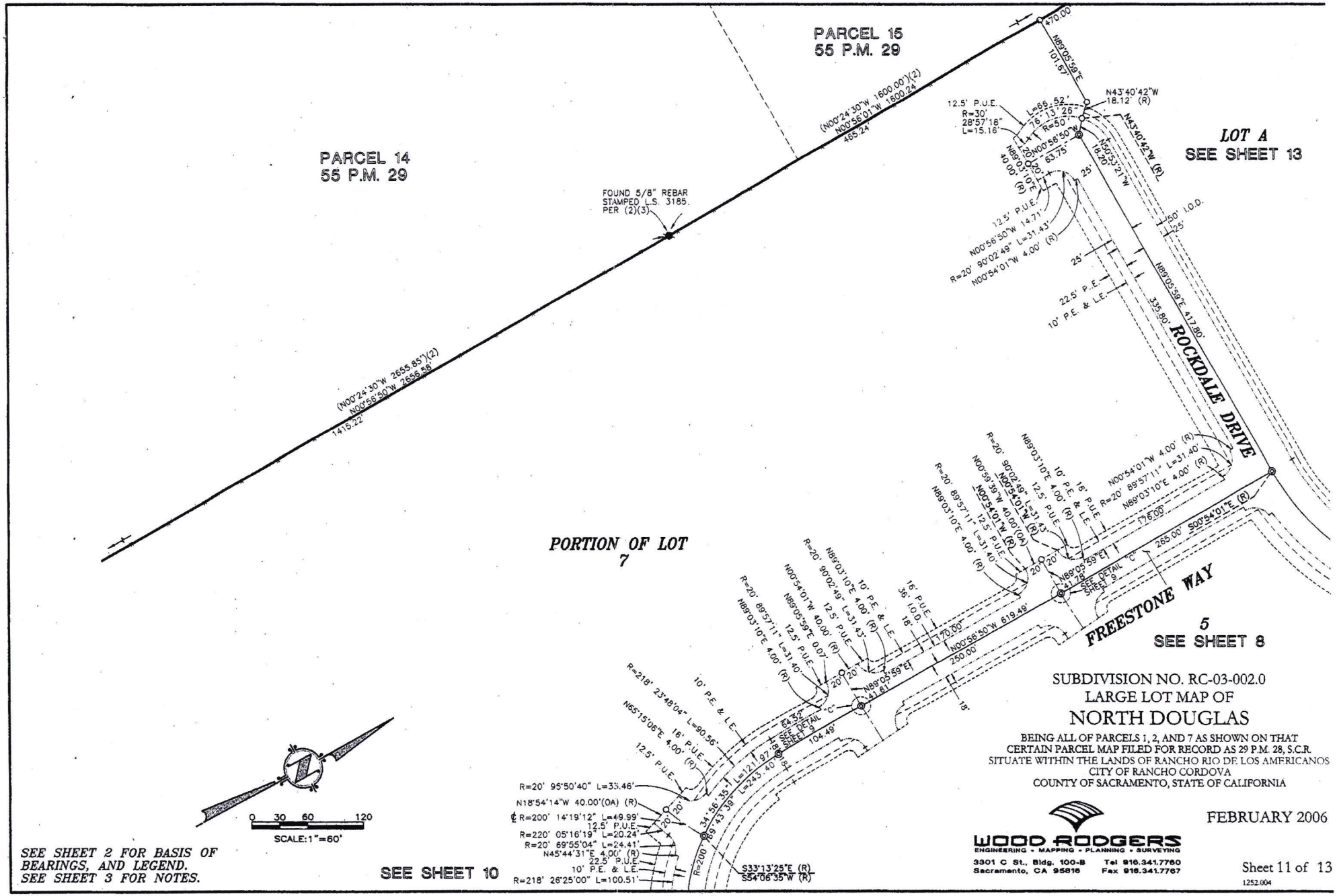
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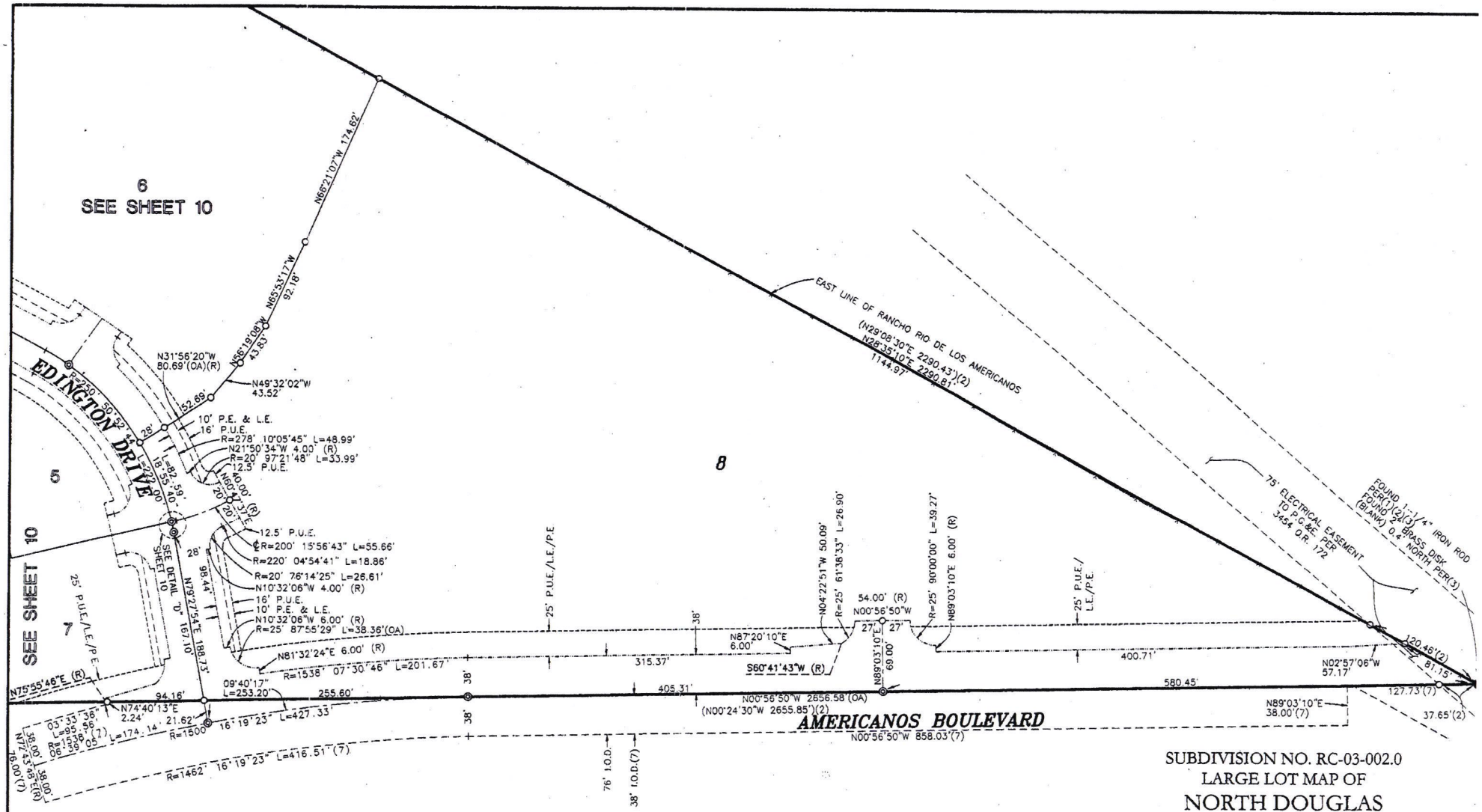
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SEE SHEET 2 FOR BASIS OF BEARINGS, AND LEGEND.
SEE SHEET 3 FOR NOTES.

SEE SHEET 10



SUBDIVISION NO. RC-03-002.0

LARGE LOT MAP OF

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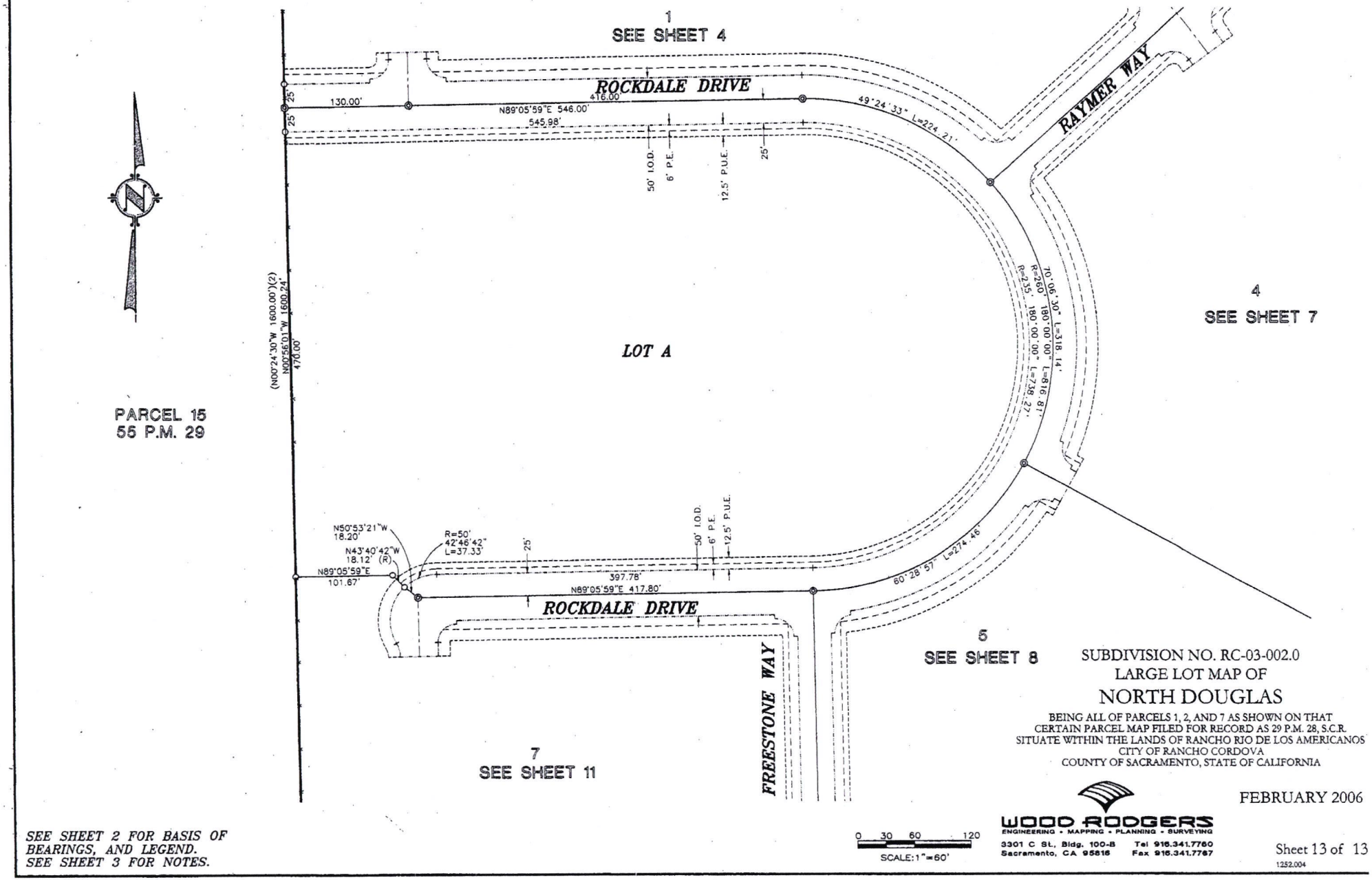
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FEBRUARY 2006

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0 30 60 120
SCALE: 1"=60'

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1252.004

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **APPROVING A SUBDIVISION NO. RC-04-096 FINAL MAP OF LARGE LOT MAP OF SUNRIDGE PARK PHASE II**

RECOMMENDATION

Submitted herewith for approval is the subdivision titled "Final Map of Large Lot Map of Sunridge Park Phase II", consisting of 10 proposed large lots, located on the south side of Douglas Boulevard approximately 1,320 feet east of Jaeger Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city recording of the final subdivision map creating 10 new lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The Rancho Cordova City Council approved the Tentative Map on August 25, 2005.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements have been satisfactorily provided for with Large Lot Map Sunridge Park approved by the city council on March 15, 2004. The bonds and Subdivision Improvement Agreement are filed with the city clerk.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Auditor's office. The park dedication requirement has been deferred by Cordova Recreation and Park District until the small lot maps record. The Development Agreement was adopted by the City Council on January 17, 2006 by Ordinance No. 30-2005.

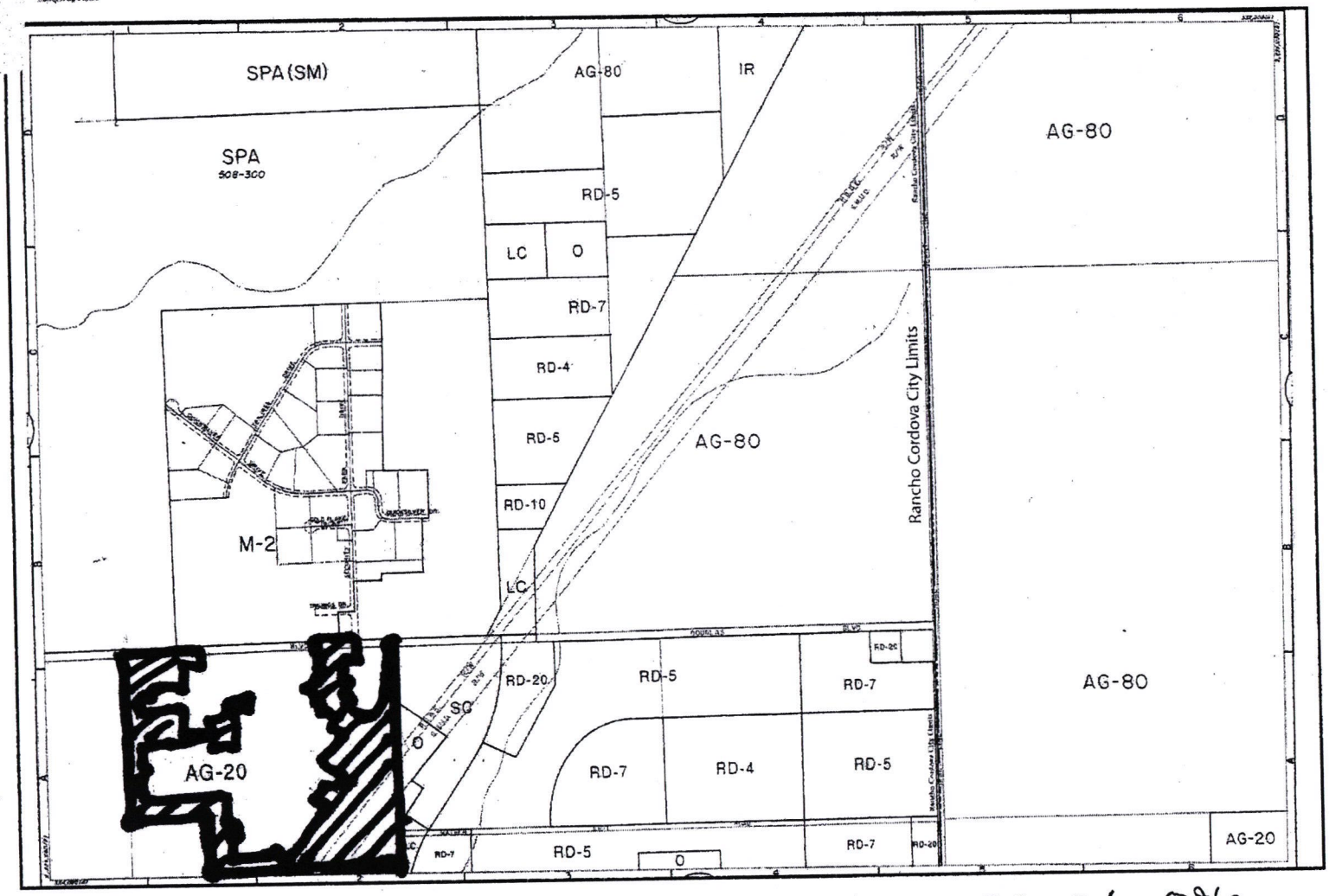
AGENDA ITEM # 11

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 & Associated Inc.

Attachments:
1 - Zoning Map
2 - 8 ½ X 11 copy of final map

Attachment 1

ZONING MAP



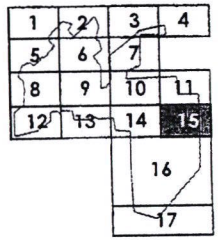
ZONING DESIGNATION	ZONING DEFINITION
AGRICULTURAL	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acres
RESIDENTIAL	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential, maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RMP	Space Rental Park
COMMERCIAL	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
INDUSTRIAL	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
OTHER	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



ZONING MAP SHEET 15

SUBDIVISION NO. RC-04-096
LARGE LOT MAP OF
SUNRIDGE PARK PHASE II

Attachment 2

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF SUBDIMSION NO. RC-04-096 LARGE LOT MAP OF SUNRIDGE PARK PHASE II AND PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE THE RIGHT-OF-WAY ON, OVER, ACROSS AND UNDER THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION," (I.O.D.) AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVES, ROADS AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVES, ROADS AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS H THROUGH K SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER 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), FIFTEEN (15), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVES, ROADS, WAYS AND IRREVOCABLE OFFERS OF DEDICATION SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS LOTS H THROUGH K SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

E. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS H THROUGH K AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED PEDESTRIAN EASEMENT." (P.E.)

SUNRIDGE PARK LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ DATE: 12/15/05
BRIAN C. VAIL
MANAGING MEMBER

NOTARY'S ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
) SS
COUNTY OF SACRAMENTO)

ON THE 15th DAY OF Dec, 2005, BEFORE ME, S.N. Smith, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Brian Vail

☐ 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 EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT. ☒ PERSONALLY KNOWN TO ME OR

WITNESS MY HAND: SNS
PRINTED NAME: SN Smith
COUNTY OF: Sacramento
MY COMMISSION EXPIRES: Dec 14, 2008
MY COMMISSION NO.: 1535012

TRUSTEE'S STATEMENT

PLACER TITLE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON FEBRUARY 24, 2004, IN BOOK 20040224, PAGE 1859, AND RE-RECORDED ON MARCH 11, 2004 IN BOOK 20040311, PAGE 1531, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

BY: _____
PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ 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 EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT. ☐ PERSONALLY KNOWN TO ME OR

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

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS LARGE LOT FINAL MAP OF SUNRIDGE PARK PHASE II AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISION OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIMSION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND CONSENTS TO THE IRREVOCABLE OFFERS OF DEDICATION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVES, ROADS AND WAYS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF AND CERTIFY THE ABANDONMENTS LISTED HEREON.

DATE: _____
_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, 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: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-04-096
LARGE LOT MAP OF
SUNRIDGE PARK PHASE II

BEING ALL OF THE REMAINDER AS SHOWN ON "SUNRIDGE PARK" FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, SITUATE WITHIN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

JANUARY 2006

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

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 78.281 ± ACRES, CONSISTING OF 11 LARGE LOTS, 11 MISCELANEOUS LOTS.
3. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 3505.07, DATED FEBRUARY 5, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
4. THERE SHALL BE A 12.5, 15, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AND IRREVOCABLE OFFERS OF DEDICATION AS SHOWN HEREON.
5. LOT A SHALL BE RESERVED FOR A SCHOOL SITE.
6. LOTS B THROUGH C SHALL BE GRANTED IN FEE SIMPLE TO THE RECREATION AND PARK DISTRICT BY SEPARATE DOCUMENT FOR PARK PURPOSES.
7. LOT D SHALL BE RESERVED AS A WETLAND PRESERVE.
8. LOT E SHALL BE RESERVED FOR SACRAMENTO MUNICIPAL UTILITY DISTRICT. FOR AN ELECTRICAL SUBSTATION SITE.
9. LOT F SHALL BE RESERVED FOR THE CITY OF RANCHO CORDOVA AS A DETENTION/ WATER QUALITY BASIN.
10. LOT G SHALL BE RESERVED AS A WELL SITE.
11. LOTS H THROUGH K SHALL BE GRANTED IN FEE SIMPLE TO THE RECREATION AND PARK DISTRICT BY SEPARATE DOCUMENT FOR LANDSCAPE PURPOSES.
12. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED AND REDEDICATED ON FINAL MAP:

    A) 12.5' PUBLIC UTILITY EASEMENT ALONG CANYONLANDS DRIVE EAST OF BORDERLANDS DRIVE TO THE EAST PROPERTY LINE PER 326 B.M. 5.

    B) CANYONLANDS DRIVE IRREVOCABLE OFFER OF DEDICATION EAST OF BORDERLANDS DRIVE TO THE EAST PROPERTY LINE PER 326 B.M. 5.

    C) 12.5' PUBLIC UTILITY EASEMENT ALONG BORDERLANDS DRIVE NORTH OF CANYONLANDS DRIVE TO DOUGLAS ROAD PER 326 B.M. 5.

    D) BORDERLANDS DRIVE IRREVOCABLE OFFER OF DEDICATION NORTH OF CANYONLANDS DRIVE TO DOUGLAS ROAD PER 326 B.M. 5.
13. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENTS NOT SHOWN HEREON ARE HEREBY ABANDONED.

    A) KIBBLE LAKE WAY PORTION OF THE IRREVOCABLE OFFER OF DEDICATION PER 326 B.M. 5.

LEGEND

O	DIMENSION POINT, NOTHING FOUND OR SET
⊙	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
⊠	FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 7944
●	FOUND MONUMENT AS NOTED
⊤	CLOSING CORNER AS NOTED
⊕	SECTION CORNER AS NOTED
⊕	ONE-QUARTER CORNER AS NOTED
BNDY	BOUNDARY
D.E.	DRAINAGE EASEMENT
INTX	INTERSECTION
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
L.E.	LANDSCAPE EASEMENT
O.R.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
RW	RIGHT-OF-WAY
(X)	SHEET INDEX
	FENCE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414", 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

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 AND LOCAL ORDINANCE AT THE REQUEST OF SUNRIDGE INVESTORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 15, 2003. 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 DECEMBER 2006, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

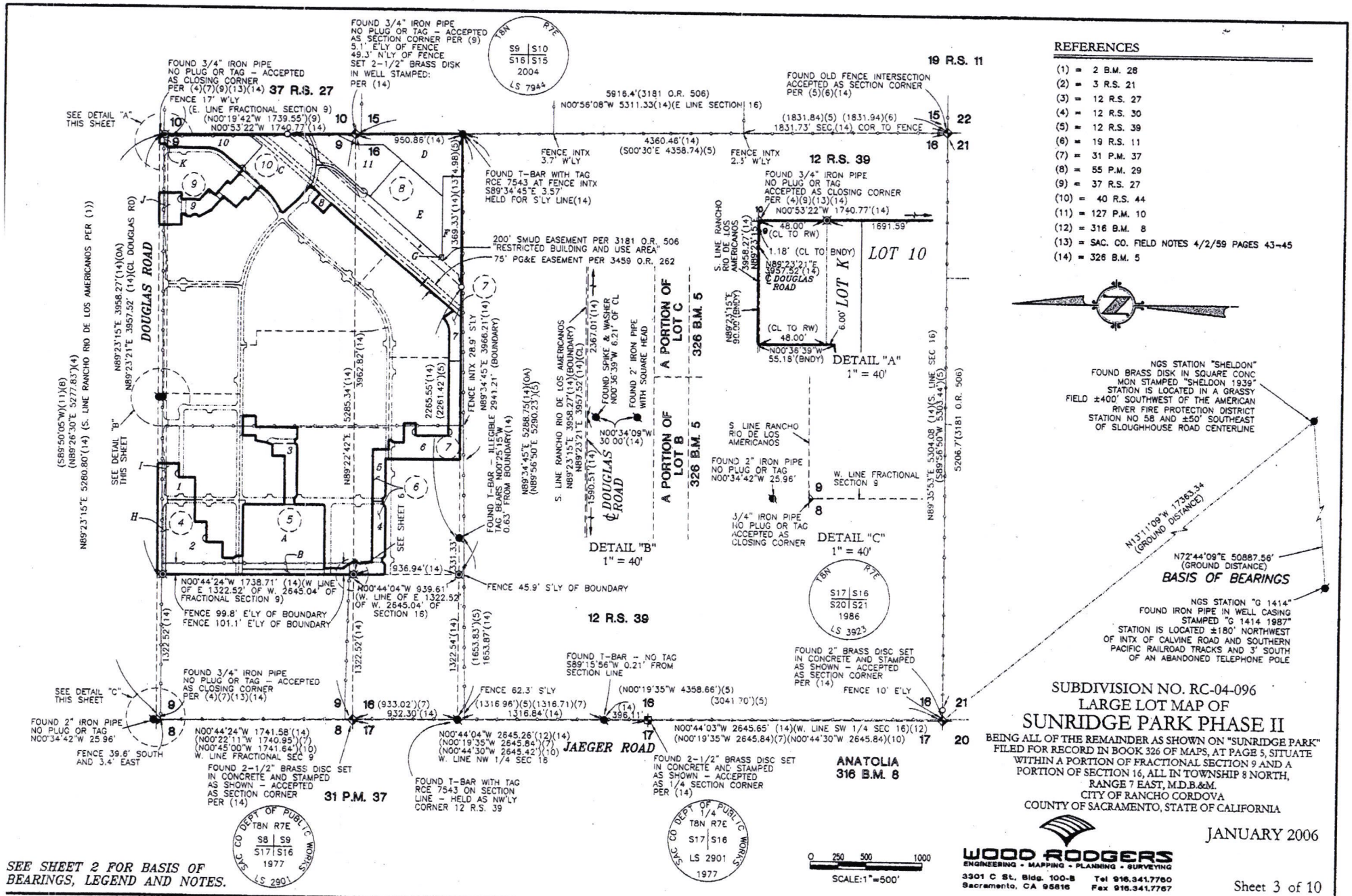
JANUARY 3, 2006
DATE

SUBDIVISION NO. RC-04-096
LARGE LOT MAP OF
SUNRIDGE PARK PHASE II

BEING ALL OF THE REMAINDER AS SHOWN ON "SUNRIDGE PARK" FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, SITUATE WITHIN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

JANUARY 2006

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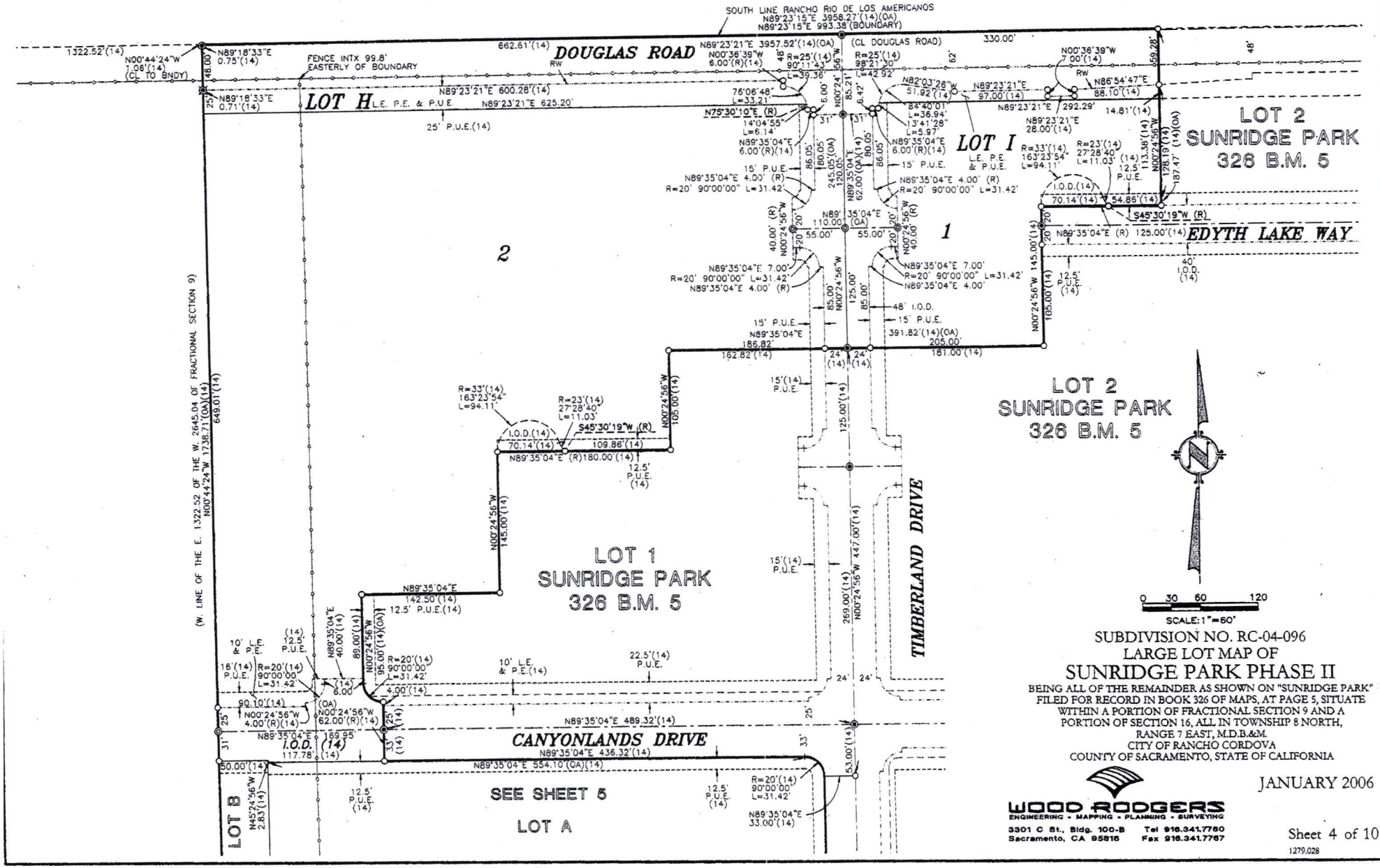
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.



SUBDIVISION NO. RC-04-096

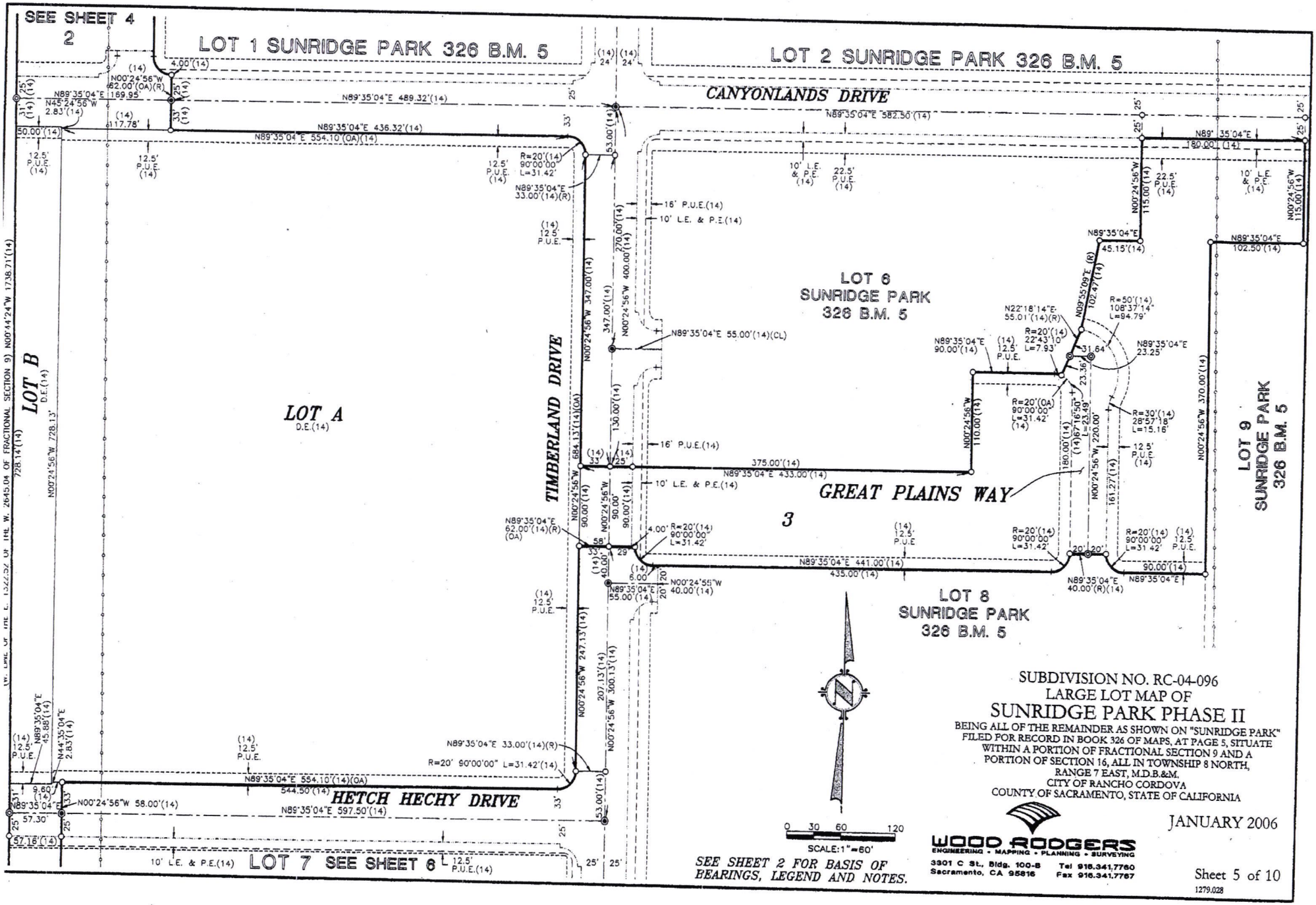
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1279.028

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Sheet 6 of 10
1279.028

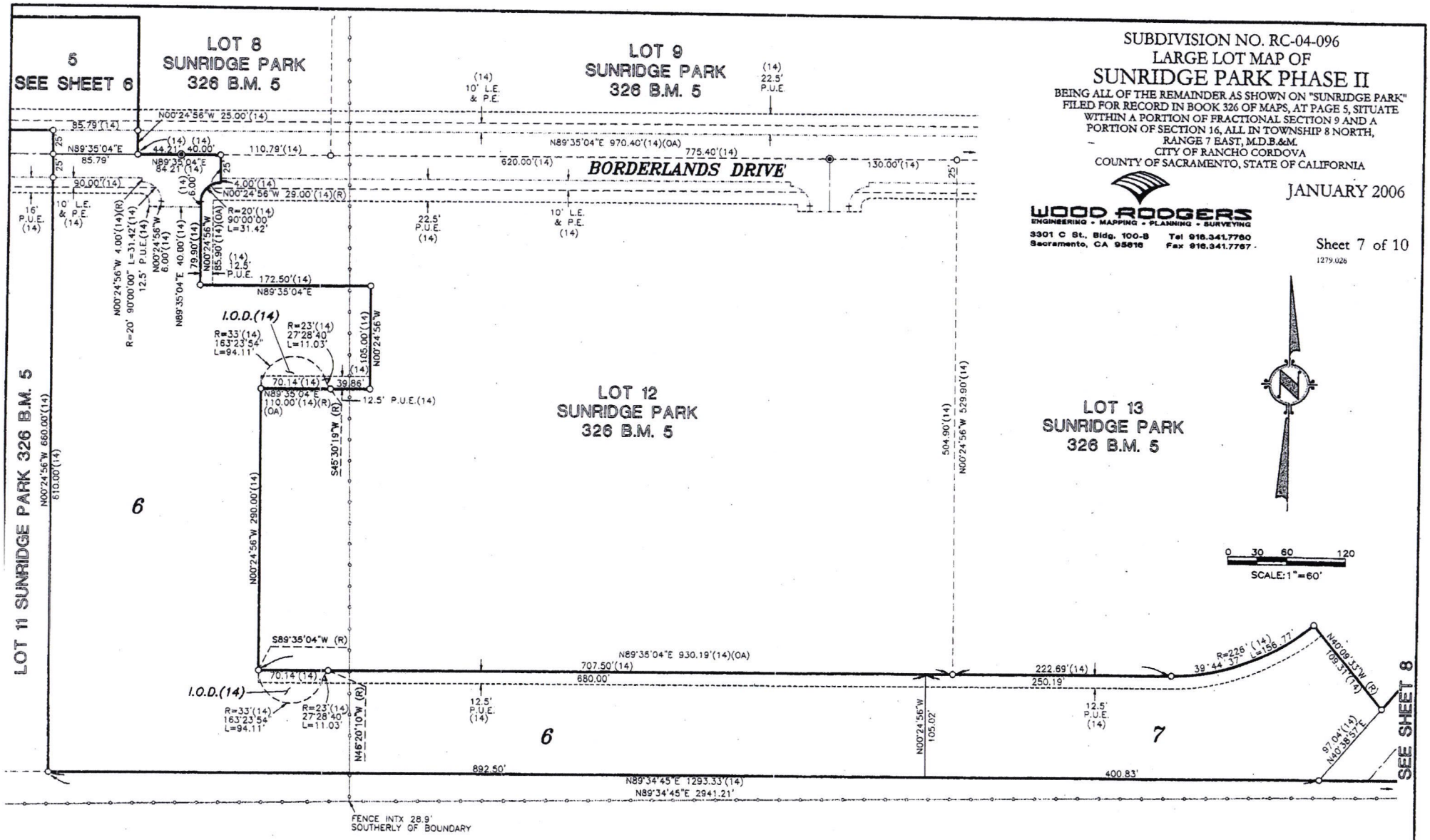
SCALE:1"=60'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
LOT A SEE SHEET 5
3 SEE SHEET 5
LOT 6 SEE SHEET 7

HETCH HECHY DRIVE
TIMBERLAND DRIVE
CONSERVANCY WAY
BORDERLANDS DRIVE

LOT 7 SUNRIDGE PARK 326 B.M. 5
LOT 8 SUNRIDGE PARK 326 B.M. 5
LOT 11 SUNRIDGE PARK 326 B.M. 5

FENCE INTX 101.1' EASTERLY OF BOUNDARY
BNDY ANGLE PT.



SUBDIVISION NO. RC-04-096

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CITY OF RANCHO CORDOVA

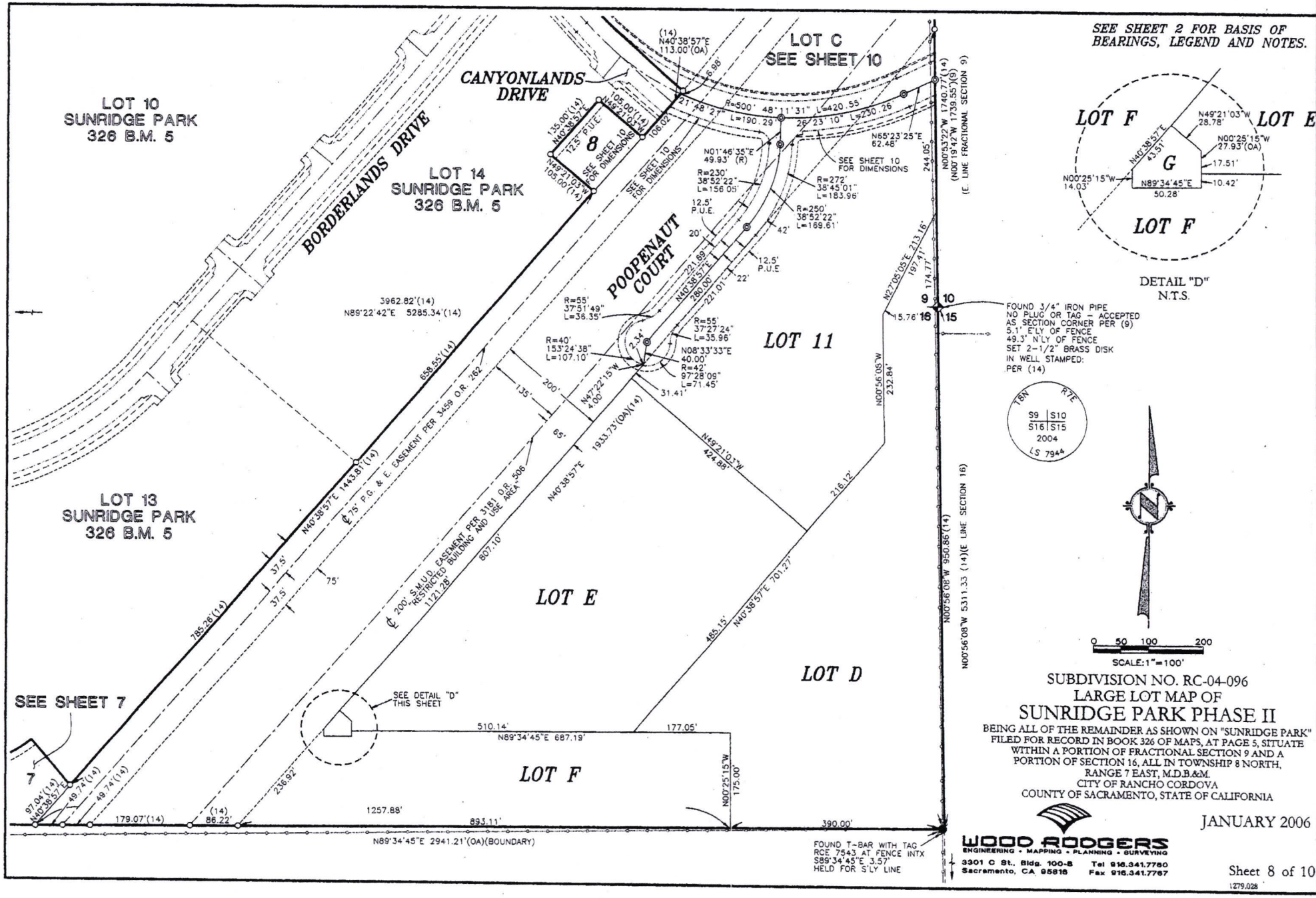
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

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1279.026

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



SUBDIVISION NO. RC-04-096

LARGE LOT MAP OF

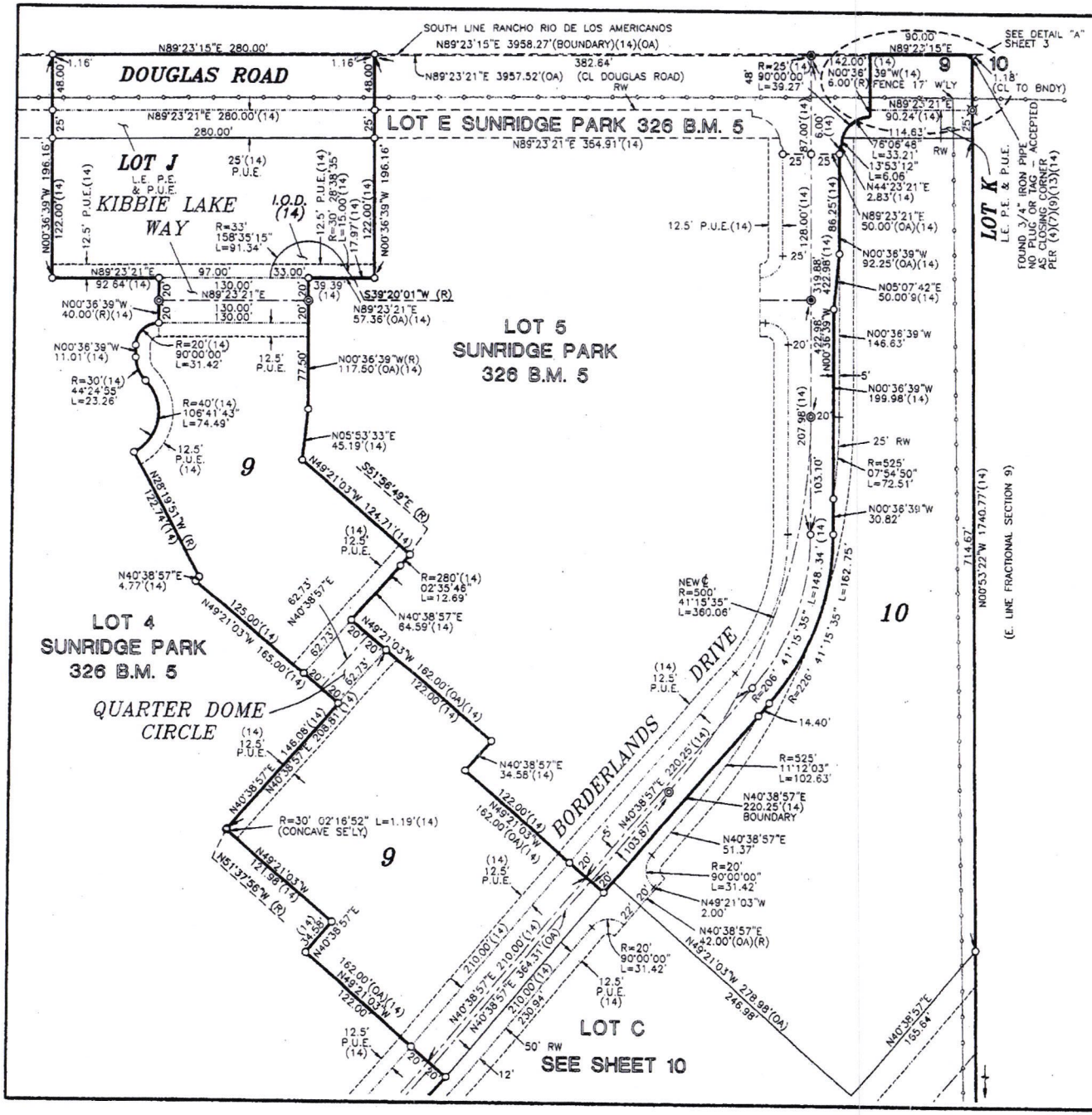
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1279.028



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

0 30 60 120

SCALE:1"=60'

SUBDIVISION NO. RC-04-096

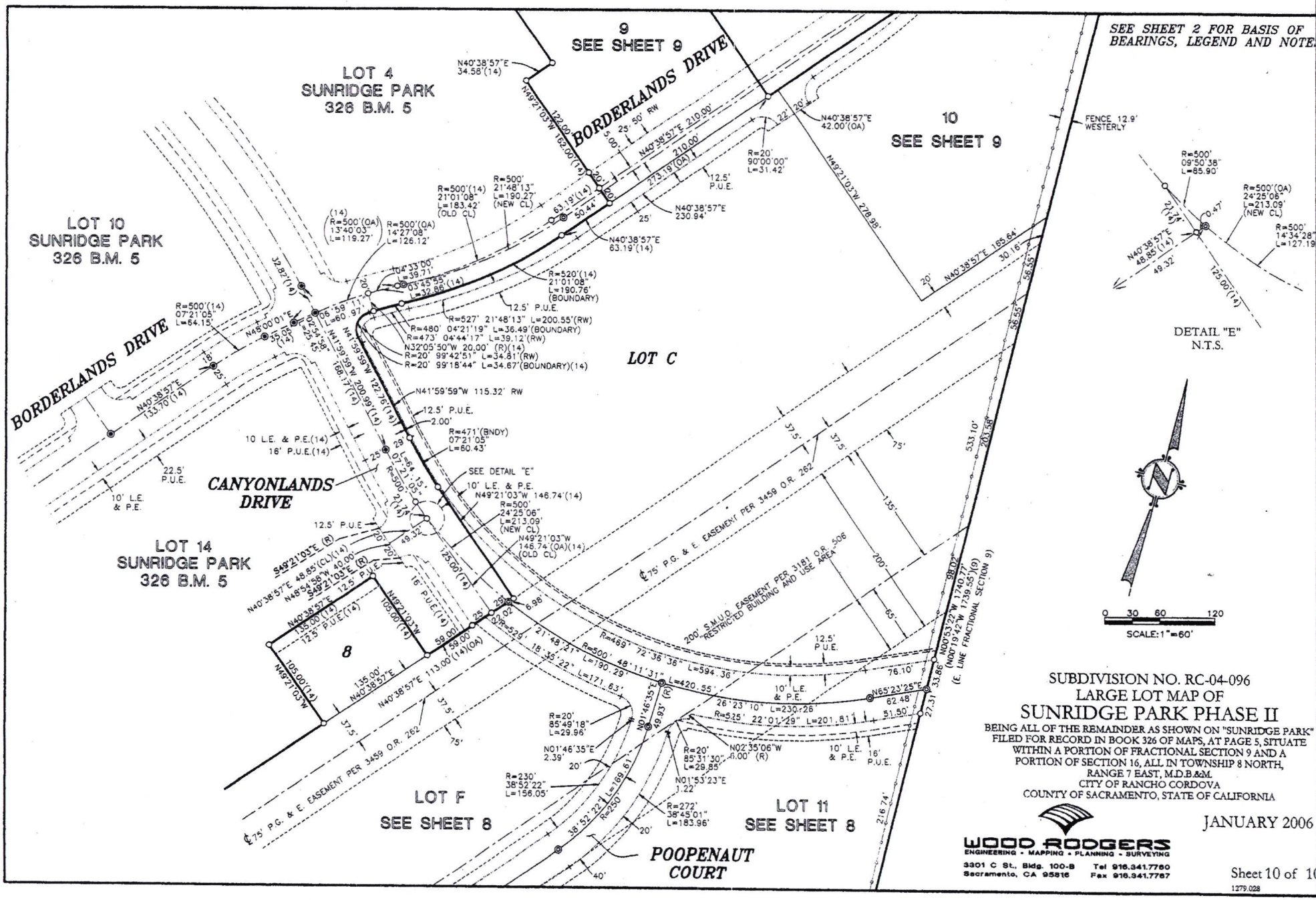
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTE
9
SEE SHEET 9
10
SEE SHEET 9
LOT 4
SUNRIDGE PARK
326 B.M. 5
LOT 10
SUNRIDGE PARK
326 B.M. 5
LOT 14
SUNRIDGE PARK
326 B.M. 5
BORDERLANDS DRIVE
CANYONLANDS DRIVE
POOPENAUT COURT
LOT C
LOT F
SEE SHEET 8
LOT 11
SEE SHEET 8
8
FENCE 12.9' WESTERLY
DETAIL "E"
N.T.S.
SCALE: 1"=60'
SUBDIVISION NO. RC-04-096
LARGE LOT MAP OF
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Fax 916.341.7767
Sheet 10 of 10
1279.028

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: William J. Thomas, Chief Financial Officer

SUBJECT: **RESOLUTION AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING REQUIREMENTS TO PURCHASE FOUR (4) PICKUP TRUCKS FOR BUILDING AND SAFETY PERSONNEL**

RECOMMENDATION

Adopt Resolution No. 21-2006.

RESULT OF RECOMMENDED ACTION

With the adoption of the proposed resolution it will allow the Chief Financial Officer to waive the formal bidding procedures and purchase four (4) Ford Pickup Trucks from Folsom Lake Ford under the existing State of California award. The resolution authorizes the expenditure of General Fund resources in an amount not to exceed $70,000.

BACKGROUND

The Fiscal Year 2005 – 2006 budget provides for the partial transition of building inspection employees from County of Sacramento contract to in-house employees. Four (4) new employees will be hired and this will require city vehicles for their use.

City Ordinance No. 07-2003, which details the City's purchasing system, allows exceptions to competitive bidding requirements in various situations, including "when another public agency has administered a competitive bidding process within the past two years for the same or substantially similar supplies, services, or equipment." §5(a)(10) The Ordinance also states that competitive bidding requirements may be waived "when the City Council specifically waives the competitive bid process and authorizes staff to negotiate the purchase of vehicles by a four-fifths vote." §5(a)(11)

The City will be using an existing State bid to purchase the vehicles. This bid expires at the end of February and Folsom Lake Ford has agreed to provide the

AGENDA ITEM # 12

four vehicles at the current bid price of $16,519. This price is for 2006 Ford Ranger and includes extended warranty for 6 years. The requested authorization level provides for the purchase of four (4) vehicles and provides a contingency in case of any unanticipated expense.

FISCAL IMPACT

The Fiscal Year 2005 – 2006 Capital Budget for Building and Safety includes $126,500 for these purchases which is sufficient to cover the cost of this request.

Attachment(s):
Attachment #1: Bid quote from Folsom Lake Ford
Attachment #2: Resolution 21-2006

Memo

Date: 2/13/2006

To: Esther Pinola / City of Rancho Cordova
From: Mark A. Paoli
Subject: Pricing for 2006 Ford Ranger XLT Super Cab / 4x2 / V-6 / Auto / Air

$13,385.00 - Bid Price (State of California Contract Vehicle #4 - F.O.B. Sacramento)
369.60 - Power Equipment Group (Power Windows/Locks/Mirrors & Remotes)
352.00 - Tilt Steering with Speed Control
$14,106.60 - Selling Price
1,093.26 - Sales Tax at 7.75%
8.75 - California Tire Fee
$15,208.61 - Total Price Each (Price Valid Thru 2/15/06)

Terms: $500.00 Discount / 20 Days or Net 30.

Warranty: Premium Care 6yr/100k with $100.00 deductible add $1,310.00 each.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 21-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TO WAIVE COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF FOUR (4) PICKUP TRUCKS FOR BUILDING AND SAFETY PERSONNEL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, that as the State of California has done due diligence in competitively bidding for vehicles, the City of Rancho Cordova wishes to take advantage of the State of California's process and select Folsom Lake Ford for the purchase of pickup trucks.

BE IT FURTHER RESOLVED that the City Council of the City of Rancho Cordova authorizes the Chief Financial Officer of the City of Rancho Cordova to purchase four (4) pickup trucks from Folsom Lake Ford for an amount not to exceed $$70,000.

This resolution shall become effective immediately upon adoption.

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 21st day of February 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Robert J. McGarvey, Mayor

ATTEST:

_____

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: William J. Thomas, Chief Financial Officer

SUBJECT: **RESOLUTION AUTHORIZING THE UTILIZATION OF STATE OF CALIFORNIA'S CITIZENS OPTION FOR PUBLIC SAFETY PROGRAM FUNDS (COPS)**

RECOMMENDATION

Adopt Resolution No. 20-2006 authorizing the utilization of funds available from the State Supplemental Law Enforcement Fund (SLESF) under that fund's "State Citizen's Option for Public Safety Program" (COPS) program in the amount of $100,000 and reauthorization of $51,222 of COPS funds available from FY 2004-2005.

RESULT OF RECOMMENDED ACTION

This action will provide an additional budget appropriation of $151,522 for the FY 2006 Police Department budget and comply with Government Code 30061 providing for an adopted plan for the expenditure of SLESF funds.

BACKGROUND

The State of California budget for FY 2005 includes appropriations for the State Supplemental Services Fund for distribution to cities and counties to support jails, criminal prosecution and front-line law enforcement operations and services. These funds are limited as follows:

- In the cases of cities, these funds must be used exclusively to fund front-line police operations and services in accordance with a written request from the Police Chief.
- For both county and cities, these funds must supplement existing services and cannot be used to supplant existing funding for current law enforcement services.

AGENDA ITEM # 13

Government Code Section 30061 mandates that cities develop a plan for the expenditures of SLESF funds and that the City Council approve such expenditures as a separate matter (apart from the normal budget process). The funding for the City is $100,000. In addition, the Police Department has carryover funds of %51,222 from FY 2004 – 2005 that requires re-appropriation. The Police Department has requested that these funds be used for "one-time" purchases which are provided, as follows:

50 Tasers and leg holsters	$	29,190
250 Taser cartridges		5,250
6 Laptop computers		8,372
6 Stalker radar for vehicles		26,322
Self contained drug tests		5,000
Tatical equipment [1]		9,572
20 Ballistic Helmets		6,096
50 Riot Batons		1,590
4 Portable Motorola Radios		11,637
11 Bull horns for supervisor's vehicles		1,044
5 Electronc tracking systems		35,000
8 Digital cameras with cards		2,850
10 Desktop computers		9,299
Total	**$**	**151,222**

[1] This equipment, to be used for civil unrest, includes:
- Hobble straps
- Body padding
- Riot shields

Attachment(s):
Memo from Chief Tom McMahon (Attachment #1)
Resolution No. 20-2006 (Attachment #2)

RANCHO CORDOVA POLICE DEPARTMENT

Memorandum

November 8, 2005

To : BILL THOMAS
Finance Director, City of Rancho Cordova

From : LIEUTENANT GARY ILG
Assistant Chief of Police, Rancho Cordova Police Department

Subject : **CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM**

The Rancho Cordova Police Department is recommending the following expenditures for the FY 05/06 COPS funding, in addition to the remaining funds from FY 04/05:

50 Tasers	$25,000.00
50 Taser Leg Holsters	$ 4,190.00
250 Taser Cartridges	$ 5,250.00
6 laptop computers	$ 8,372.18
Stalker radars for vehicles	$26,322.36
NIK drug testing kits	$ 5,000.00
Tactical Equipment	$ 9,572.50
20 Ballistic Helmets	$ 6,096.20
Riot Batons	$ 1,589.87
4 Portable Motorola Radios	$11,636.89
Bull Horns for Supervisor vehicles	$ 1,043.51
5 ETS displays and receivers	$35,000.00
Digital Cameras w/card readers	$ 2,850.00
10 desktop computers	$ 9,298.83

cc: Tom McMahon, Chief of Police
File

CITY OF RANCHO CORDOVA

RESOLUTION NO. 20-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TO UTILIZE THE STATE CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM FUNDS (COPS)

WHEREAS, under the State Supplemental Law Enforcement Services Fund (SLESF), the state appropriated funding for local law enforcement operations and services for Fiscal Year 2005 – 2006; and

WHEREAS, Rancho Cordova's portion of the SLESF funding is $100,000; and

WHEREAS, Rancho Cordova has remaining $51,222 in SLESF funding from FY 2004 – 2005 that they have not expended' and

WHEREAS, the City Council, at a public hearing held on February 21, 2006 considered these written requests separate and apart from the process applicable to propose allocations of the City's General Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova hereby accepts the grant for the State's Citizen's Option for Public Safety Funding and increases the Fiscal Year 2005 – 2006 Police Grants Fund revenue and expense budget by $100,000 for the Fiscal Year 2005 – 2006 funds and $51,222 for the remainder of the Fiscal Year 2004 – 2005 funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rancho Cordova, held on the 21st day of February 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: February 21, 2006

TO: City Council Members

FROM: William Campbell, Principal Planner

SUBJECT: SUNRIDGE EAST- PROJECT NO. RC-04-124

OWNERS:	ENGINEERS:
River West Investments, Woodside Homes of Northern California and Pappas Investments	Wood Rodgers and G.C. Wallace of California, Inc

PROJECT: **SunRidge East – Project No. RC-04-124** - General Plan Amendment and Rezone and Four Subdivisions known as Douglas 98 RC-03-025, Grant Line 208 RC-04-064, Arista Del Sol RC-04-077 and Douglas 103 RC-04-134. Development Agreements will be required for each project.

FILE: RC-04-124

LOCATION: The project is bordered by Douglas Road to the north and Grant Line Road to the east, with the future Americanos Road to the west. This project is part of the larger eastside of the SunRidge Specific Plan known as SunRidge East.

APN: 067-0040-004, 005, 012 and 013

STAFF RECOMMENDATION

Adopt Resolution 16-2006 determining the Mitigated Negative Declaration was completed in accordance with the California Environmental Quality Act (CEQA) Guidelines and approving the General Plan Amendment; and waive first reading and introduce Ordinance 08-2006, amending the Specific Plan and approving the Rezone of the Sunridge East Projects, within the SunRidge Specific Plan, according to the attached exhibits.

BACKGROUND

The County of Sacramento adopted the SunRidge Specific Plan (SRSP) in July of 2002. The parcels known as Douglas 98, Douglas 103, Grant Line 208 and Pappas (Arista Del Sol) were included in the Plan and designated for Low Density Residential (see Figure 1). The cumulative development impacts of the SRSP were addressed in an Environmental Impact Report for the Specific Plan and a Mitigation Monitoring Reporting Program was implemented for this project.

The wetland preserve impacted the project area ability to provide urban services and drainage, therefore requiring the whole 640 acres to be redesigned around the preserve boundary. It was at this time the City was very active in the design charrette process, and staff believed it could be re-designed using the same principals and could be done effectively in-house.

AGENDA ITEM # 14

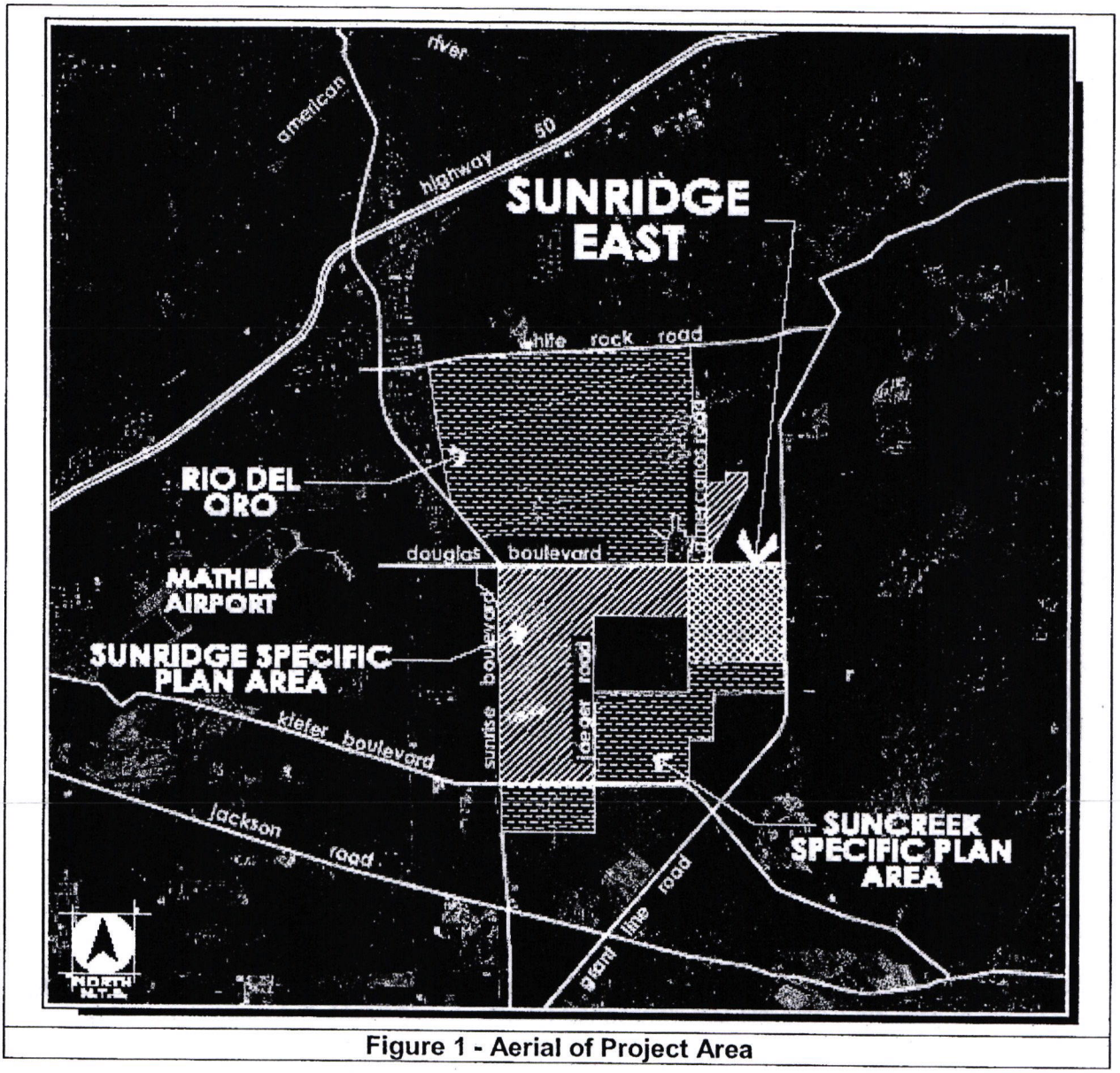


Figure 1 - Aerial of Project Area

ANALYSIS

General Plan and SunRidge Specific Plan (SRSP) Amendment: The County of Sacramento adopted the SunRidge Specific Plan by amending its General Plan and adopting an ordinance for the Sunridge Specific Plan that changed the zoning of the Plan area to be consistent with Community Plan. However, the SRSP did not anticipate the creation of a large wetlands preserve extension through the SunRidge East area that would have a significant effect on all of the original plans.

The proposed wetland preserve consists of approximately 155 acres that equates to about 24% of the total area of SunRidge East. The project area was originally allocated 3,042 dwelling units for the combined four projects at densities lower than the current request. The new plan proposes 2,624 dwelling units at a higher over all density, due the loss of land area for the wetlands preserve. The delineated preserve required many of the streets, especially Americanos Blvd, to realign from the original layout shown in the SRSP. The wetland preserve

impacted the project area ability to provide urban services and drainage, therefore requiring the whole 640 acres to be redesigned around the preserve boundary. It was at this time, the City was very active in the design charette process, and staff believed it could be re-designed using the same principals and could be done effectively in-house. The applicants are requesting a General Plan/Specific Plan Amendment and a Rezone of the Specific Plan to be consistent with Figure 2 General Plan Amendment and Figure 3 Specific Plan Amendment, below.

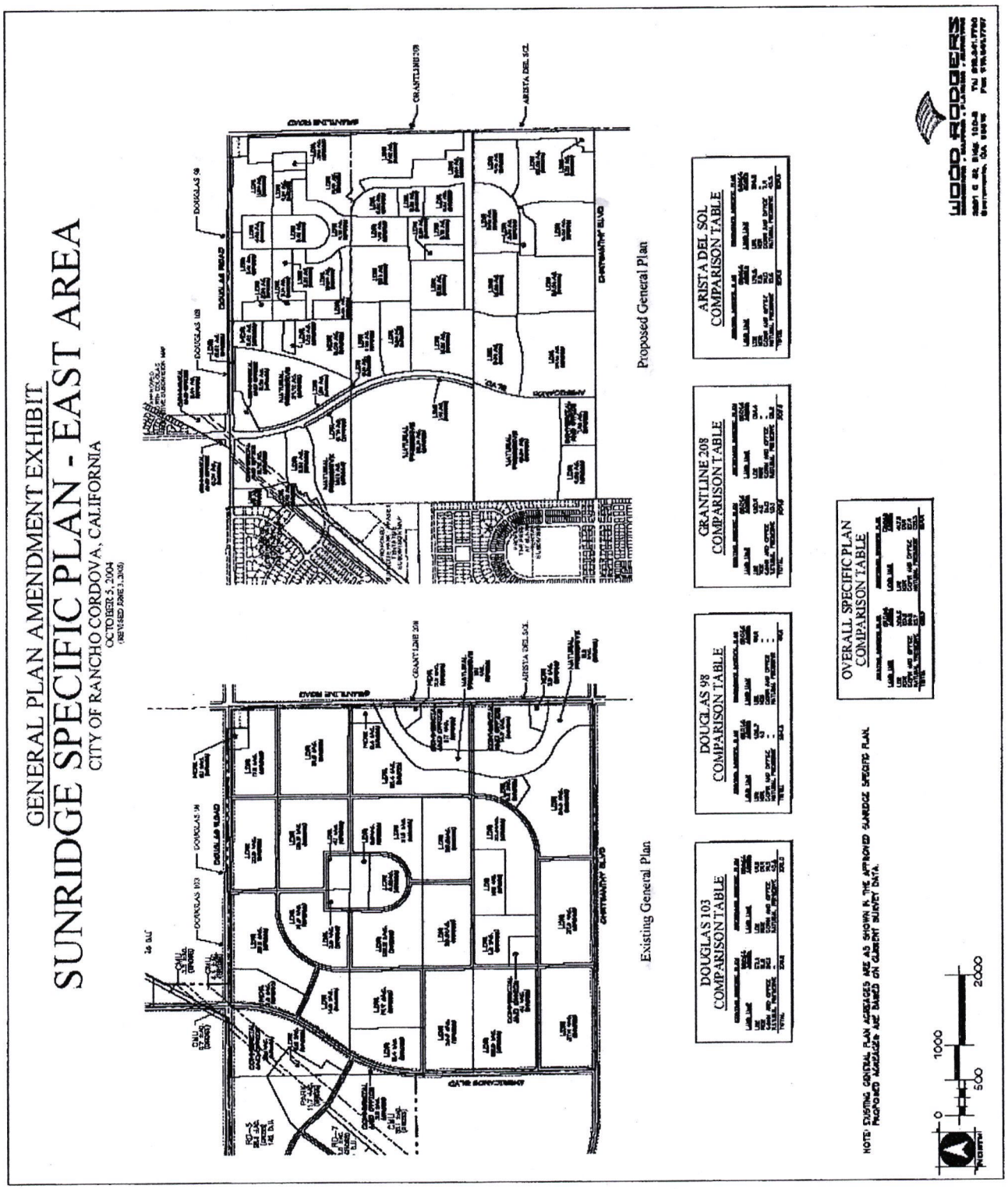
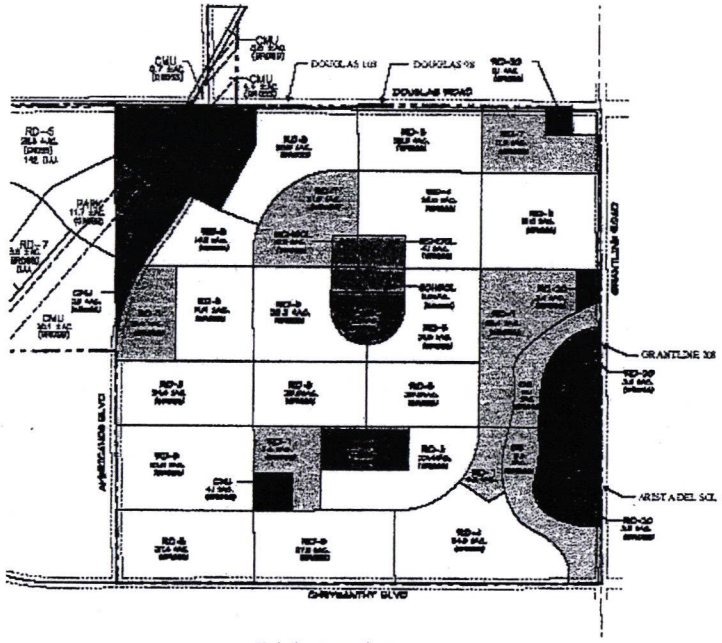
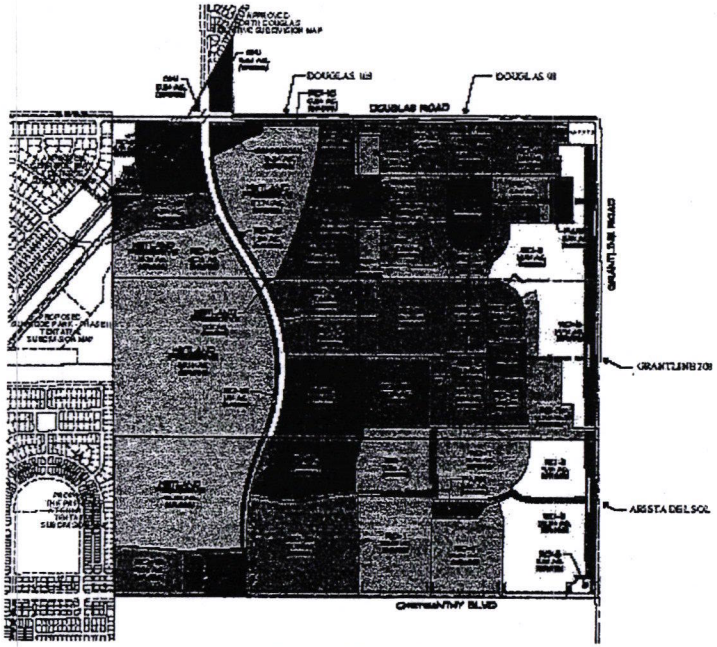


Figure 2 General Plan Amendment

SPECIFIC PLAN AMENDMENT EXHIBIT
SUNRIDGE SPECIFIC PLAN - EAST AREA
CITY OF RANCHO CORDOVA, CALIFORNIA
OCTOBER 5, 2004
(REVISED JUNE 3, 2005)



Existing Specific Plan



Proposed Specific Plan

DOUGLAS 103 COMPARISON TABLE

DOUGLAS 98 COMPARISON TABLE

GRANTLINE 208 COMPARISON TABLE

ARISTA DEL SOL COMPARISON TABLE

OVERALL SPECIFIC PLAN COMPARISON TABLE

NOTE: EXISTING SPECIFIC PLAN ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

NORTH 0 500 1000 2000

WOOD RODGERS
ENGINEERING • SURVEYING • PLANNING • LANDSCAPE

Figure 3 - Specific Plan Amendment

General Plan Consistency Findings- The following discussion addresses the General Plan Consistency findings required, prior to project approval.

1. Consistency with adopted Interim General Plan Documents	This project is consistent with the Sunridge Specific Plan, which has been included within the Interim General Plan for internal consistency. This project has incorporated an open space connection to the property south of the proposed project in order to provide a reasonable non-vehicular connection to planned commercial centers. The density of the project has increased in the areas suitable for development and would be consistent with regional goals for increasing density and preserving more open space, which the Eastside Plan accomplishes.
2. Fiscal Analysis of Project	The developers and City have agreed to a Development Agreement that will provide additional revenues for police protection, park improvement fees, existing park renovation fees and future street maintenance district. The Development Agreement and the existing Community Facilities District applied to the Specific Plan will off set the costs associated with extending public services to the new development.
3. Project provides necessary facilities to ensure orderly development.	This project will be served by all urban services and will complete the neighborhood pattern of residential development according to the SRSP. The project is in a sense an infill project since the project adjoining the property on the east has received approval of a tentative map. Development of the Sunridge East property includes construction of utility and circulation connections to the community-wide system.
4. The project will adequately deliver road and circulation improvements.	This project is providing the appropriate street system to serve the proposed lots and is making the adequate pedestrian connections to adjoining land uses, given terrain differences and proximity to existing developments and barriers. In addition, the Sunridge East projects are participants with other adjacent development interests in the construction of significant on and off-site infrastructure as is required by the Sunridge Specific Plan. The eastern side of the project has provided suitable right of way for the future improvements of Grant Line Road as a regional expressway connecting Highway 50 to Highway 99.
5. The applicant demonstrates that the project will be consistent with the planned circulation improvements under consideration by the City.	This project is in effect an infill project. The circulation system anticipated by the Sunridge Specific Plan, as well as that anticipated with the approval of adjacent development proposals, will be facilitated by the approval of the Sunridge East projects. The proponents of the Sunridge East projects are participants in the design of the necessary circulation system, and will be participants in its construction. This circulation system is consistent with the system anticipated with the approval of the Sunridge Specific Plan. In addition, recent evolution of City policy has resulted in the redesign of the Tentative Maps to include pedestrian circulation in dedicated open space corridors to targeted features as planned commercial facilities, parks, schools and regional open space features.
6. The plan will provide 7 acres of park per 1000 residents.	Seven parks are included within the proposed Sunridge East project totaling approximately acres. A requirement of 7 acres per 1,000 population results in a park requirement of 54.25

	acres. The proposed park space of 61 acres exceeds the minimum requirement by approximately 6.75 acres.
7. The plan will provide a target 10% accessible open space.	The project has provided many opportunities for non-vehicular access through the Sunridge East projects. Dedicated greenway and paseos are provided to connect parks and the school. Trail corridors are provided along the west of Grant Line Road and along side the wetland preserve, adjacent to the Americanos Blvd right of way. A major access feature with the plan is a grade separated pedestrian trail under Americanos Blvd connecting the trail system along the wetland preserve and the 30 acre park. The substantive goals of the City with regard to open space connections have been met.
8. The plan will provide sufficient funding for park improvements and on-going operation and maintenance of parks, open space and other public facilities and project related improvements.	See answer in 2.
9. The project either contributes to a vibrant Downtown District or, at a minimum, will not undermine the development of a Downtown District.	This finding does not directly apply to this project. The designated Downtown District is not within the SRSP. Development of the Sunridge East projects would not impact or undermine the development of the future downtown area.
10. "Reality Check" / Fairness provision.	The Sunridge East projects have been redesigned several times in response to evolving design expectations of the City. The most recent design effort was focused on the parks and open space requirements. Significant effort has been expended to achieve a design that meets the City's expectations and the effort resulted in the City's park and open space requirements have been met. Appropriate pedestrian links and open space connections are provided to each of the points that City staff identified as important. Fairness is served by acknowledging these efforts and approving the project as presently proposed.

SRSP/REZONE

The applicant and staff have discussed modifying the original plan due to the wetland preserve, and include a greater diversity of housing product, in light of the loss of total units in the Specific Plan. The original unit allocation for the Sunridge East projects was 3,042 dwelling units and the finance plan had anticipated this number in factoring the total costs of the needed improvements to support the SRSP improvements. Staff suggested changes to the plan that would gain some of the lost units, and keep the plan in substantial consistency with the SRSP. It was agreed by the developers and staff that a higher density product would need to be included in an area of the map that would most benefit the plan. The increased density only resulted in a project that totaled 2624 units, more than 400 units less than anticipated in the original plan.

Table 1 demonstrates the land use changes between the original map and the new map zonings. Figure 4 indicates the differences between the original zoning and the proposed rezone for the Sunridge East project.

Table 1- Comparison Table of Requested Changes to Specific Plan

Current Specific Plan				Proposed Changes		
Land Use (Zoning)	Gross Acres	Units		Land Use (Zoning)	Gross Acres	Units
LDR (RD-4)	60.6	237		LDR (RD-4)	**0**	**0**

LDR (RD-5)	335.8	1603		LDR (RD-5)	80.7	353
LDR (RD-7)	95.0	640		LDR (RD-7)	93.0	640
LDR (RD-10)	0	0		LDR (RD-10)	170.4	1417
MDR (RD-15)	0	0		MDR (RD-15)	19.9	213
MDR (RD-20)	20.8	397		MDR (RD-20)	**0**	**0**
CMU (LC, SC)	59.1	165		CMU (LC, SC)	23.8	***0****
Park	24.0	NA		Park	61.0	NA
School	11.4	NA		School	12.2	NA
Open Space	25.7	NA		Open Space	155.3	NA
Miscellaneous	7.3	NA		Miscellaneous	23.7	NA
Total	640.0	3042		**Total**	640.0	2624

(**) The Specific Plan permits residential development at a maximum of 20 units per acre, but not more than 25% of the commercial land area can be used. No units were calculated in the unit count, due the provision being discretionary on the developers' part and none are proposed in the new plan.

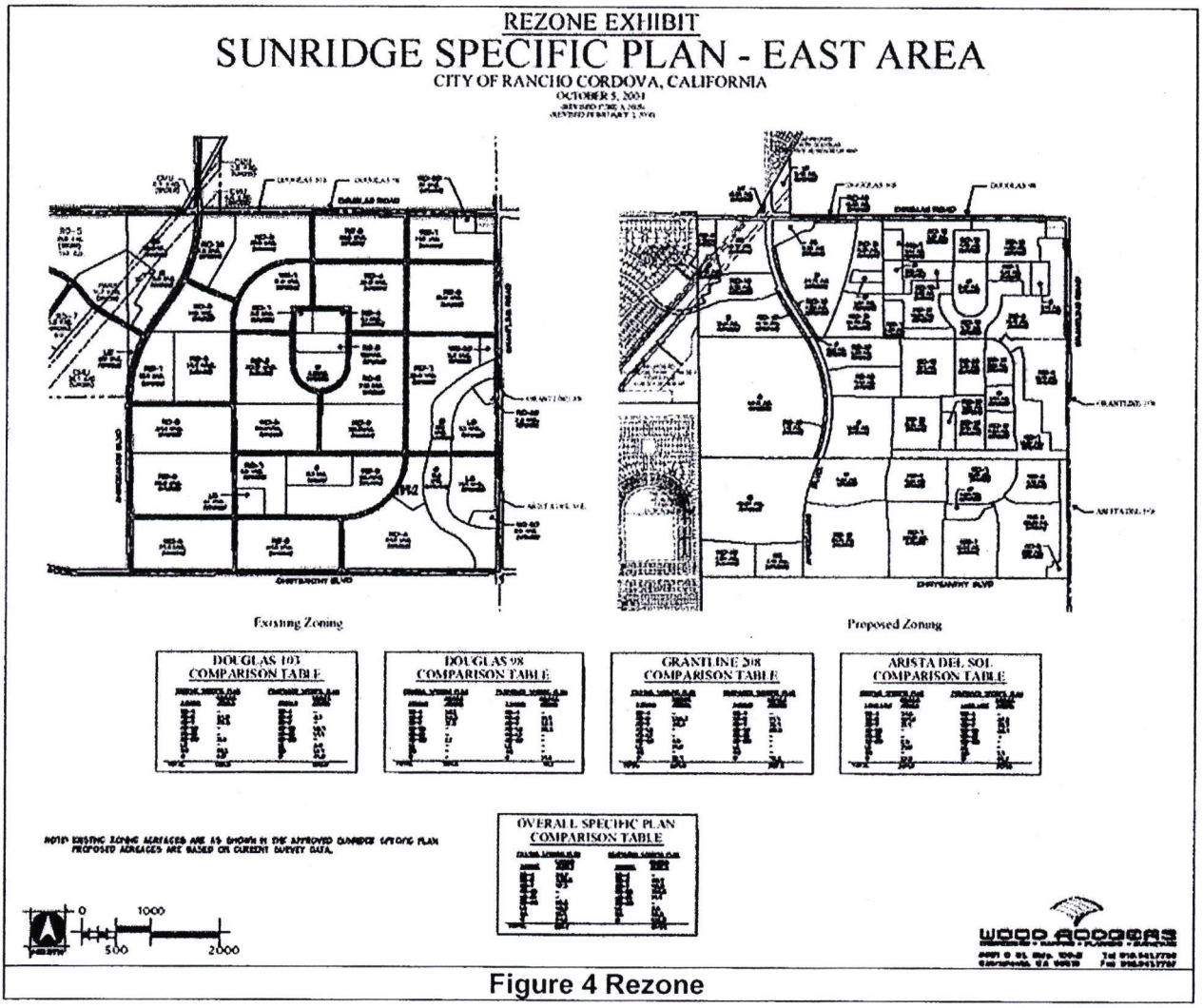


Figure 4 Rezone

The major changes in the new plan are the elimination of the Low Density Residential (RD-4) and RD-20 designations and zoning. The most significant shift was caused by decreasing the RD-5 and converting it to RD-10 and 15 to recapture the units lost by the increased wetlands preserve. The wetland preserve removed approximately 24% of the total project area from development and that would have been a significant loss to both the developer and the City.

However, another more important shift in the land plan was the significant gain in passive and active open space. Open Space increased 6 fold and the improved parks nearly tripled in size from the original plan (see table 1).

The original Land Use Plan had designated 59.1 acres for Commercial Mixed Use that would provide commercial opportunities in this portion of the Specific Plan. Early in the redesign process, the developers indicated their concerns with the economic feasibility of the amount of commercial land area in the original plan and due to the loss of units and the location of the proposed commercial to the wetlands and Grant Line Road; staff was asked to consider reducing the commercial acreage in the new plan. At the time of the Specific Plan adoption, no serious land planning work had occurred on the additional commercial neighborhood centers and town center for the GenCorp property, known as Rio Del Oro or the "Preserve". Lastly, the Grant Line Road corridor would not be appropriate as was anticipated in the original plan for commercial development in the future, due to the proposed expressway concept. The new land plan reflects the appropriate amount of commercial to serve the Sunridge East planning area and is consistent the new Land Use Policy Map of the General Plan.

ENVIRONMENTAL ANALYSIS

The key environmental issues for this project were addressed in the Mitigated Negative Declaration for the SunRidge East projects. The document was released for public review on August 12, 2005 through September 12, 2005. The Mitigated Negative Declaration includes site specific mitigation measures and references the mitigation measures within the MMRP prepared for the Specific Plan EIR. The Planning Commission received the draft MND at the study session on October 13, 2005 and the final version at their public hearing of January 26, 2006. The Planning Commission recommended to the City Council that the document be used as part of the factual basis for taking an affirmative active on the project.

FINANCIAL IMPACTS

A financial plan was prepared for the SunRidge East project by Economic & Planning Systems in response to the City's General Plan Consistency Finding number 2, which stated that prior to the completion of the City's Pro Forma analysis, the applicant(s) could prepare a financial study according to the criteria in the findings. Subsequently, the City's sponsored Pro Forma has matured to the point that the DA's could be prepared to accompany the review package. Draft DA's have been provided which allows the City to capture the necessary revenue sources to ensure fiscal viability of the services the City will provide in the future. The DA's are complete and can be approved by the adoption of draft Ordinance 07-2006, which is in Part II of this staff report.

RECOMMENDED MOTION

Move the City Council adopt Resolution 16-2006 approving the Mitigated Negative Declaration that was completed in accordance with the California Environmental Quality Act Guidelines and, approve the General Plan Amendment, according to the attached exhibit.

Move the City Council waive first reading and introduce Ordinance No. 08-2006, approving the Specific Plan Amendment and Rezone for the Sunridge East projects, according to the attached exhibits.

ATTACHMENTS

1. Resolution 16-2006, with attached exhibit.
2. Ordinance 08-2006, with attached exhibits.
3. Sunridge East Package, including the General Plan Amendment, Specific Plan Amendment and a Rezone Exhibits.
4. 500' Radius map and labels.

ATTACHMENT 1

RESOLUTION NO. 16-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DETERMINING THE MITIGATED NEGATIVE DECLARATION IS ADEQUATE AND COMPLETE AND APPROVING A GENERAL PLAN AMENDMENT FOR ASSESSOR PARCEL NUMBERS 067-0040-004, 005, 012 and 013, PROJECT NO. RC-04-124

WHEREAS, the Developers of the Sunridge East Projects (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a General Plan Amendment; and

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

WHEREAS, as Initial Study was prepared for this project and a Notice of Intent to Adopt a Mitigated Negative Declaration was prepared and circulated according to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council considered the request at a duly published public hearing on February 10, 2006 and received a staff report and public testimony at the public hearing, with additional testimony and information received at a hearing on February 21, 2006.

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

1. Determine the Mitigated Negative Declaration is adequate and complete (Exhibit A) and approve the General Plan Amendment (Exhibit B) as submitted and based on the following findings:

    A. California Environmental Quality Act

    Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

    Evidence: An Initial Environmental Study was prepared for the proposed project and mitigation measures have been developed that will reduce potential environmental impacts to less than significant levels. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence that the project will have a significant adverse impact on the environment.

    B. General Plan Amendment The following table lists the required findings for General Plan Consistency and the supporting evidence to support the Amendment:

Findings:	Evidence:
1. Consistency with adopted Interim General Plan Documents	This project is consistent with the Sunridge Specific Plan, which has been included within the Interim General Plan for internal consistency. This project has incorporated an open space connection to the property south of the proposed project in order to provide a reasonable non-vehicular connection to planned commercial centers. The density of the project has increased in the areas suitable for development and would be consistent with regional goals for increasing density and preserving more open space, which the Eastside Plan accomplishes.
2. Fiscal Analysis of Project	The developers and City have agreed to a Development Agreement that will provide additional revenues for police protection, park improvement fees, existing park renovation fees and future street maintenance district. The Development Agreement and the existing Community Facilities District applied to the Specific Plan will off set the costs associated with extending public services to the new development.
3. Project provides necessary facilities to ensure orderly development.	This project will be served by all urban services and will complete the neighborhood pattern of residential development according to the SRSP. The project is in a sense an infill project since the project adjoining the property on the east has received approval of a tentative map. Development of the Sunridge East property includes construction of utility and circulation connections to the community-wide system.
4. The project will adequately deliver road and circulation improvements.	This project is providing the appropriate street system to serve the proposed lots and is making the adequate pedestrian connections to adjoining land uses, given terrain differences and proximity to existing developments and barriers. In addition, the Sunridge East projects are participants with other adjacent development interests in the construction of significant on and off-site infrastructure as is required by the Sunridge Specific Plan. The eastern side of the project has provided suitable right of way for the future improvements of Grant Line Road as a regional expressway connecting Highway 50 to Highway 99.

5. The applicant demonstrates that the project will be consistent with the planned circulation improvements under consideration by the City.	This project is in effect an infill project. The circulation system anticipated by the Sunridge Specific Plan, as well as that anticipated with the approval of adjacent development proposals, will be facilitated by the approval of the Sunridge East projects. The proponents of the Sunridge East projects are participants in the design of the necessary circulation system, and will be participants in its construction. This circulation system is consistent with the system anticipated with the approval of the Sunridge Specific Plan. In addition, recent evolution of City policy has resulted in the redesign of the Tentative Maps to include pedestrian circulation in dedicated open space corridors to targeted features as planned commercial facilities, parks, schools and regional open space features.
6. The plan will provide 7 acres of park per 1000 residents.	Seven parks are included within the proposed Sunridge East project totaling approximately acres. A requirement of 7 acres per 1,000 population results in a park requirement of 54.25 acres. The proposed park space of 61 acres exceeds the minimum requirement by approximately 6.75 acres.
7. The plan will provide a target 10% accessible open space.	The project has provided many opportunities for non-vehicular access through the Sunridge East projects. Dedicated greenway and paseos are provided to connect parks and the school. Trail corridors are provided along the west of Grant Line Road and along side the wetland preserve, adjacent to the Americanos Blvd right of way. A major access feature with the plan is a grade separated pedestrian trail under Americanos Blvd connecting the trail system along the wetland preserve and the 30 acre park. The substantive goals of the City with regard to open space connections have been met.
8. The plan will provide sufficient funding for park improvements and on-going operation and maintenance of parks, open space and other public facilities and project related improvements.	See answer in 2.
9. The project either contributes to a vibrant Downtown District or, at a minimum, will not undermine the development of a Downtown District.	This finding does not directly apply to this project. The designated Downtown District is not within the SRSP. Development of the Sunridge East projects would not impact or undermine the development of the future downtown area.

10. "Reality Check" / Fairness provision.	The Sunridge East projects have been redesigned several times in response to evolving design expectations of the City. The most recent design effort was focused on the parks and open space requirements. Significant effort has been expended to achieve a design that meets the City's expectations and the effort resulted in the City's park and open space requirements have been met. Appropriate pedestrian links and open space connections are provided to each of the points that City staff identified as important. Fairness is served by acknowledging these efforts and approving the project as presently proposed.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 21st day of February 21, 2006.

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
ROBERT J. MCGARVEY, MAYOR

ATTEST:

_____
LILLIAN E. HARE, CITY CLERK

Exhibit A

THE SUNRIDGE EAST PROJECTS

Draft Mitigated Negative Declaration

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

August 2005

DRAFT MITIGATED NEGATIVE DECLARATION

FOR

THE SUNRIDGE EAST PROJECTS

CITY OF RANCHO CORDOVA, CALIFORNIA

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Prepared by:

THE CITY OF RANCHO CORDOVA
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Phone 916.942.0223
Fax 916.853.1680

AUGUST 2005

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1.0 Introduction

1.1 INTRODUCTION AND REGULATORY GUIDANCE

This document is an Initial Study and Mitigated Negative Declaration (MND) prepared pursuant to the California Environmental Quality Act (CEQA), for the proposed Sunridge East projects. This MND has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 *et seq.*, and the CEQA Guidelines.

An initial study is conducted by a lead agency to determine if a project may have a significant effect on the environment. In accordance with the CEQA Guidelines, Section 15064, an environmental impact report (EIR) must be prepared if the initial study indicates that the proposed project under review may have a potentially significant impact on the environment. A negative declaration may be prepared instead, if the lead agency prepares a written statement describing the reasons why a proposed project would not have a significant effect on the environment, and, therefore, why it does not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a negative declaration shall be prepared for a project subject to CEQA when either:

a) *The initial study shows there is no substantial evidence, in light of the whole record before the agency, that the proposed project may have a significant effect on the environment, or*

b) *The initial study identified potentially significant effects, but:*

(1) *Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed negative declaration is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and*

(2) *There is no substantial evidence, in light of the whole record before the agency, that the proposed project as revised may have a significant effect on the environment.*

If revisions are adopted into the proposed project in accordance with the CEQA Guidelines Section 15070(b), a mitigated negative declaration is prepared.

1.2 LEAD AGENCY

The lead agency is the public agency with primary responsibility over a proposed project. Where two or more public agencies will be involved with a project, CEQA Guidelines Section 15051 provides criteria for identifying the lead agency. In accordance with CEQA Guidelines Section 15051(b) (1), "the lead agency will normally be the agency with general governmental powers, such as a city or county, rather than an agency with a single or limited purpose." Based on these criteria, the City of Rancho Cordova will serve as lead agency for the proposed Sunridge East projects.

1.3 PURPOSE AND DOCUMENT ORGANIZATION

The purpose of this Initial Study and draft Mitigated Negative Declaration is to evaluate the potential environmental impacts of the proposed Sunridge East projects.

This document is divided into the following sections:

1.0 INTRODUCTION

Provides an introduction and describes the purpose and organization of this document;

2.0 PROJECT DESCRIPTION

Provides a detailed description of the proposed projects;

3.0 ENVIRONMENTAL SETTING, IMPACTS AND MITIGATION MEASURES

Describes the environmental setting for each of the environmental subject areas, evaluates a range of impacts classified as "no impact," "less than significant," or "potentially significant unless mitigation incorporated" in response to the environmental checklist, and provides mitigation measures, where appropriate, to mitigate potentially significant impacts to a less than significant level;

4.0 CUMULATIVE IMPACTS

Includes a discussion of cumulative impacts of these projects.

5.0 DETERMINATION

Provides the environmental determination for the projects;

6.0 REPORT PREPARATION AND CONSULTATIONS

Identifies staff and consultants responsible for preparation of this document, persons and agencies consulted, and references.

7.0 REFERENCES

List of references used to prepare the MND.

1.4 ASSUMPTIONS

The County of Sacramento adopted their General Plan in December of 1993. This plan is currently undergoing an update.

Upon incorporation in July 2003, the City adopted the existing Sacramento County General Plan to serve as the City's General Plan and guide development in the City until the formal adoption of its own General Plan. On May 17, 2004 the Rancho Cordova City Council officially kicked off the preparation of the first Rancho Cordova General Plan. As part of the process of creating its first General Plan, the City has adopted an interim General Plan that is comprised of three parts – The Vision Book; The Circulation Plan; and the Land Use Map Book. The Vision Book establishes the conceptual vision of the City and reflects the compilation of ideas from the community on a wide variety of topics related to the future of Rancho Cordova. It includes ideas that relate to specific sites and issues, as well as ideas that are more conceptual in nature. The Circulation Plan describes the basic roadway, bikeway, transit, and pedestrian system that will form the backbone of the City as it develops. The General Plan Land Use Book, and associated General Plan Land Use Map combine geographical areas of the City with generalized and specific land use designations to guide the City's future development patterns. The intent of the General

Plan Land Use Map is to establish a variety of new land use designations that reflect more mixed, and in some cases, a higher density of development envisioned for the City. These mixed-use categories provide for residential, commercial, and office uses all on a single site. Per Government Code §65360(b), new development proposals and actions by the City will be examined for their consistency with this interim General Plan, allowing the City to begin improving the quality of development in Rancho Cordova.

Where policies have been established by the City in the Vision Book, the Circulation Plan, and the Land Use Map Book, those City policies will be used in analysis of the proposed projects. If any publicly distributed portions of the City of Rancho Cordova Interim General Plan (including the Vision Book, Circulation Plan, and Land Use Map Book) do not specifically identify policies governing development in the City, the County policies will be used for this analysis.

2.0 Project Description

2.1 PROJECT LOCATION

The Sunridge East project sites are located within the approved Sunrise Douglas Community Plan and SunRidge Specific Plan (SDCP/SRSP) areas on the southeast corner of Douglas Road and the proposed Americanos Boulevard. The project sites are generally bounded by the future Sunridge Park development to the west, the North Douglas development to the north, vacant land to the east, and by the proposed Chrysanthy Boulevard to the south. **Figures 1** and **2** show the project location and vicinity in relation to the SunRidge Specific Plan and Sunrise Douglas Community Plan.

2.2 BACKGROUND

The SDCP/SRSP Final EIR (FEIR) was certified by the Sacramento County Board of Supervisors on June 19, 2002. The FEIR was designated a "Master" EIR, pursuant to Public Resources Code section 21157 (FEIR, Vol. 1, p. 3.10). A Master EIR is intended to provide a detailed environmental review of plans and programs upon which the approval of subsequent related development proposals can be based. A Master EIR must, to the greatest extent feasible, evaluate the cumulative impacts, growth-inducing impacts and irreversible significant effects on the environment of specific, subsequent projects. The review of subsequent projects that have been described in the Master EIR can be limited to the extent that the Master EIR has already reviewed project impacts and set forth mitigation measures. (See Public Resources Code section 21157.)

A Master EIR enables a lead agency to perform limited environmental review of subsequent projects proposed within five years of certification of the Master EIR, in accordance with the following requirements:

- The lead agency for the subsequent project is the lead agency or any responsible agency identified in the Master EIR.

- The lead agency prepares an Initial Study that analyzes (1) whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR, and (2) whether the subsequent project was described in the Master EIR as being within the scope of the project.

- If the lead agency determines that a subsequent project will have no significant effect on the environment which was not previously identified in the Master EIR and that no new or additional mitigation measures or alternatives may be required, no new environmental document may be required. However, the lead agency must make a written finding that the subsequent project is within the scope of the project covered by the Master EIR, and must incorporate all feasible mitigation measures or feasible alternatives set forth in the Master EIR that are appropriate to the project.

- If the lead agency determines that a subsequent project may have an additional significant effect on the environment that was not identified in the Master EIR, the lead agency must prepare either a mitigated negative declaration, an EIR, or a focused EIR. (Pub. Resources Code, § 21157.1.)

The Sunrise Douglas Community Plan/SunRidge Specific Plan EIR was "tiered" from the Sacramento County General Plan Update EIR and in turn is considered to be the Master EIR upon which the environmental review for future development projects within the planning area, such as the Sunridge East project may rely (FEIR, Vol. 1, pp. 3.10–3.11). Subsequent projects

expected to be within the scope of the Sunrise Douglas Community Plan/SunRidge Specific Plan Master EIR would include future planning/development approvals for properties within the Specific Plan area that are consistent with the SunRidge Specific Plan land use designations and the permissible development densities and intensities established by the Specific Plan, such as the Sunridge East projects that is the subject of this Initial Study/Mitigated Negative Declaration (*Ibid.*).

Public Resources Code Section 21083.3 limits CEQA review of certain projects to environmental effects that are "peculiar" to the parcel or to the project and which were not addressed as significant effects in a prior EIR, or which new information shows will be more significant than described in the prior EIR. The Sunridge East project is a qualified project pursuant to section 21083.3, which provides in pertinent part:

> (a) If a parcel has been zoned to accommodate a particular density of development or has been designated in a community plan to accommodate a particular density of development and an environmental impact report was certified for that zoning or planning action, the application of this division to the approval of any subdivision map or other project that is consistent with the zoning or community plan shall be limited to effects upon the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior environmental impact report.
>
> (b) If a development project is consistent with the general plan of a local agency and an environmental impact report was certified with respect to that general plan, the application of this division to the approval of that development project shall be limited to effects on the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior environmental impact report.

The Sunrise Douglas Community Plan provides "policy direction for development of lands within the entire 6,042-acre Community Plan boundary, but does not assign specific land uses." (FEIR, Vol. 1, p. 4.12.) The SunRidge Specific Plan "does define specific land uses and a development program for 2,632 acres within the Community Plan boundary." (*Ibid.*) The Specific Plan land use designations for the Sunridge East parcels have RD-4, RD-5, RD-7, RD-10, RD-15, RD-20, CMU, Commercial, school, OS, and Park zoning designations (See FEIR, Vol.1, p. 4.15a, map of specific plan designations). The proposed projects are substantially consistent with the existing allocation of land uses and densities specified in the SDCP and SRSP. However, further analysis is required prior to making a determination of the appropriate environmental document for the processing of the Sunridge East projects.

CEQA Guidelines Section 15183 provides guidance on the criteria to be used in making a determination as to whether Section 21083.3 will apply. Specifically, Guideline Section 15183, subdivision (b), provides as follows:

> (a) In approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those, which the agency determines, in an initial study or other analysis:

(1) Are peculiar to the project or the parcel on which the project would be located, and

(2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent,

(3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or

(4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

This Initial Study is devoted to discussing the basis upon which this partial exemption provided by Section 21083.3 is used for the Sunridge East projects. Most importantly, it summarizes the findings of Sacramento County relating to the prior SDCP/SRSP Master EIR and how the criteria set forth in CEQA Guidelines section 15183 have been met.

Guideline Section 15183, subdivision (f), provides guidance as to certain categories of effects that, as a matter of law, are not considered "peculiar" to a project. This provision states in part as follows:

(b) An effect of a project on the environment shall not be considered peculiar to the project or the parcel for the purposes of this section if uniformly applied development policies or standards have been previously adopted by the city or county with a finding that the development policies or standards will substantially mitigate the environmental effect when applied to future projects, unless substantial new information shows that the policies or standards will not substantially mitigate the environmental effect.

The section entitled "Summary of Impacts and Their Disposition," beginning on page 17.1 of Volume 1 of the SDCP/SRSP Master EIR, provided a summary of the findings leading to the conclusions of significance for each of the categories listed below.

Impacts deemed significant and unavoidable based on both project specific and cumulative impact.

- Wetland impacts
- Special status species impacts
- Certain traffic impacts
- Certain air quality impacts

Impacts deemed potentially significant and mitigable.

- Construction-related impacts
- Land use compatibility
- Rendering plant compatibility
- General Plan consistency
- Transit service
- Sewer service development
- Groundwater Impacts

- Drainage
- Certain traffic impacts
- Certain air quality impacts
- Certain biological impacts
- Traffic noise

In accordance with Guidelines Section 15183, a discussion of each of those impacts found to be significant in the prior EIR and the relative impact of the subject project in each of those categories is provided in this Initial Study/Mitigated Negative Declaration for the Sunridge East projects. This Initial Study/Mitigated Negative Declaration hereby incorporates the Master EIR for the SDCP/SRSP planning areas by reference. The SDCP/SRSP project received final approval on July 17, 2002. The Sacramento County Board of Supervisors certified the Sunrise Douglas/SunRidge EIR as adequate and complete on June 19, 2002 and a State of Overriding Consideration was adopted for the significant and unavoidable impacts listed above.

2.3 PROJECT CHARACTERISTICS

The Sunridge East projects include the Douglas 103, Douglas 98, Grantline 208, and Arista Del Sol properties. The proposed projects are located on approximately 620 acres and would include a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Maps. The site would comprise approximately 364 acres of residential, 3.6 acres of CMU, 23.8 acres of commercial, 53 acres of park, 12.2 acres of school, and 155.3 acres of wetland preserve. Development of the proposed projects would result in the creation of 2,627dwelling units (du). These land uses and units vary slightly from land uses depicted in the SunRidge Specific Plan (See Figure 3, Specific Plan Amendment and See Figure 4, Proposed Site Plan). This is due in large part to the large wetland preserve and increased park acreages that are included in the proposed project. The proposed projects also include improvements along Douglas Road from the intersection of Douglas Road/Americanos east to the intersection of Douglas Road/Grant Line Road. These improvements could be continued along the Grant Line right-of-way from the intersection of Douglas Road/Grant Line Road south to the proposed intersection of Grantline Road/Chrysanthy. Improvements in these road right-of-ways could include water lines, sewer lines, gas lines, and dry utilities. Figure 3 and Table 1 below compares the land uses, acres, and units approved in the SunRidge Specific Plan with the proposed projects. It is important to note for environmental impact purposes, that the proposed projects include 415 fewer units than approved in the SunRidge Specific Plan. These fewer units result in less traffic, air quality, noise, and biological impacts than disclosed in the SunRidge Specific Plan for the projects.

2.4 REQUIRED PROJECT APPROVALS

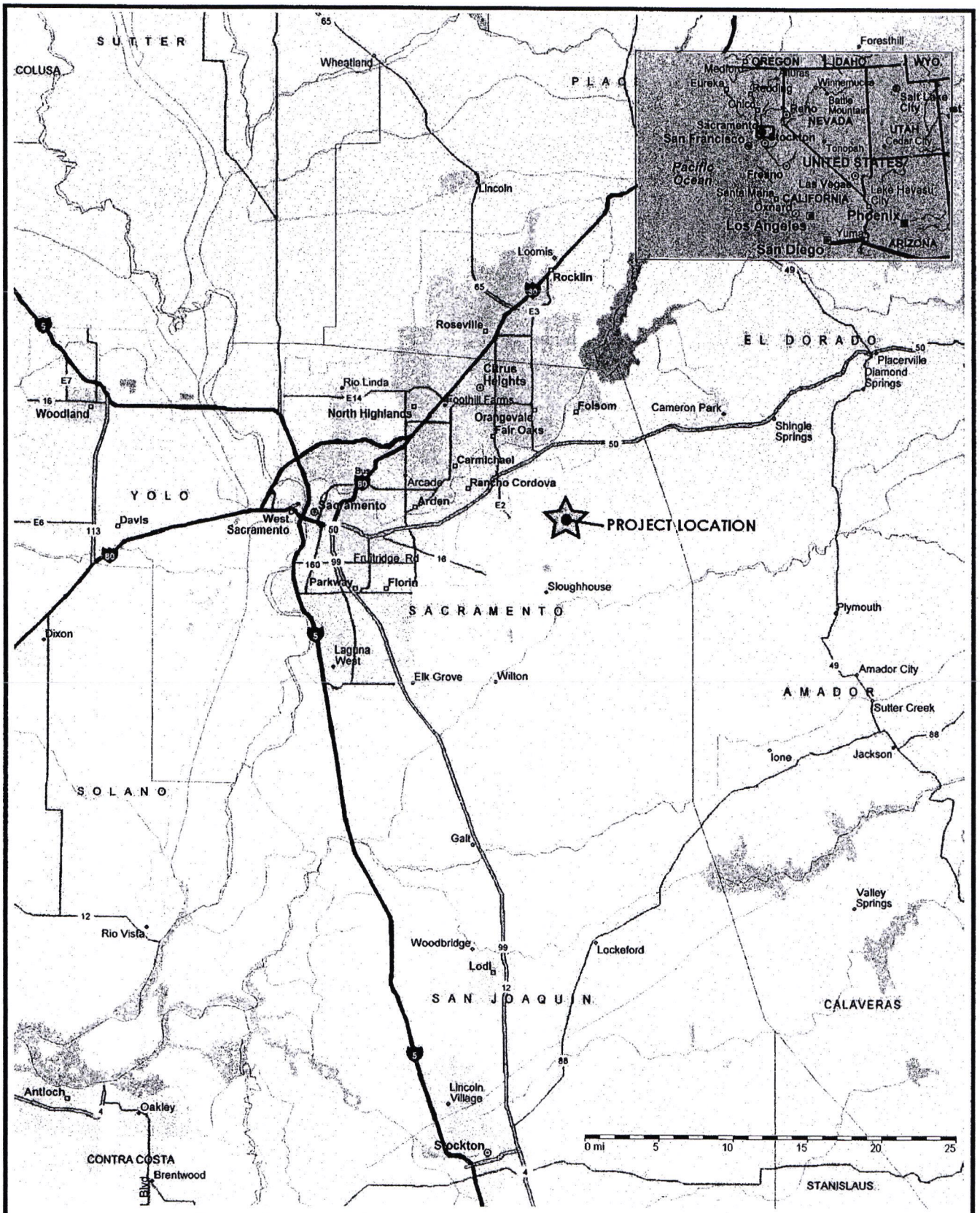
In addition to the approval of the proposed projects by the Rancho Cordova City Council, the following agency approvals may be required (depending on the final project design):

- Sacramento County Water Agency (SCWA) Zone 40
- Sacramento Metropolitan Air Quality Management District (SMAQMD)
- Central Valley Regional Water Quality Control Board (CVRWQB)
- Sacramento Metropolitan Utility District (SMUD)
- Sacramento Resource Conservation District (SRCD)
- California Department of Fish and Game (CDFG)
- U.S. Army Corps of Engineers (USACE)
- U.S. Fish and Wildlife Service (USFWS)

TABLE 1
SPECIFIC PLAN COMPARISON

Existing Specific Plan			Proposed Projects		
Land Use	Acres	Units	Land Use	Acres	Units
RD-4	62.6	237	RD-4	–	–
RD-5	330.8	1,603	RD-5	80.7	353
RD-7	95.0	640	RD-7	93.0	640
RD-10	–	–	RD-10	170.4	1,421
RD-15	–	–	RD-15	19.9	213
RD-20	20.8	397	RD-20	–	–
CMU	40.5	165	CMU	3.6	–
Commercial	26.1	–	Commercial	23.8	–
Park	8.8	–	Park	53.0	–
School	11.4	–	School	12.2	–
Open Space	25.7	–	Wetland Preserve	155.3	–
Totals	621.7	3,042	Totals	619.9	2,627

Source: Wood Rodgers, 2005



Source: Navigation Technologies, 2002

FIGURE 1
REGIONAL LOCATION MAP

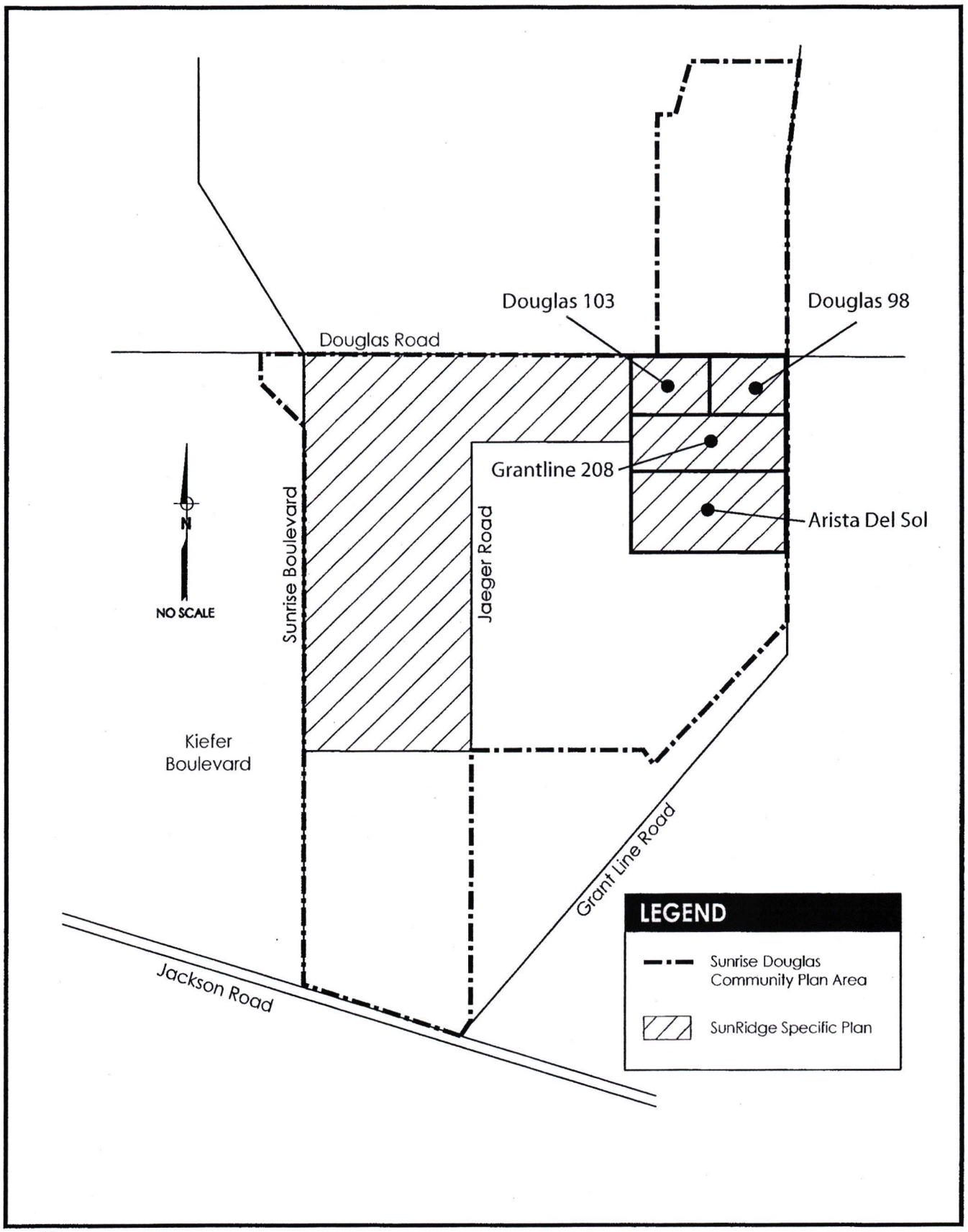
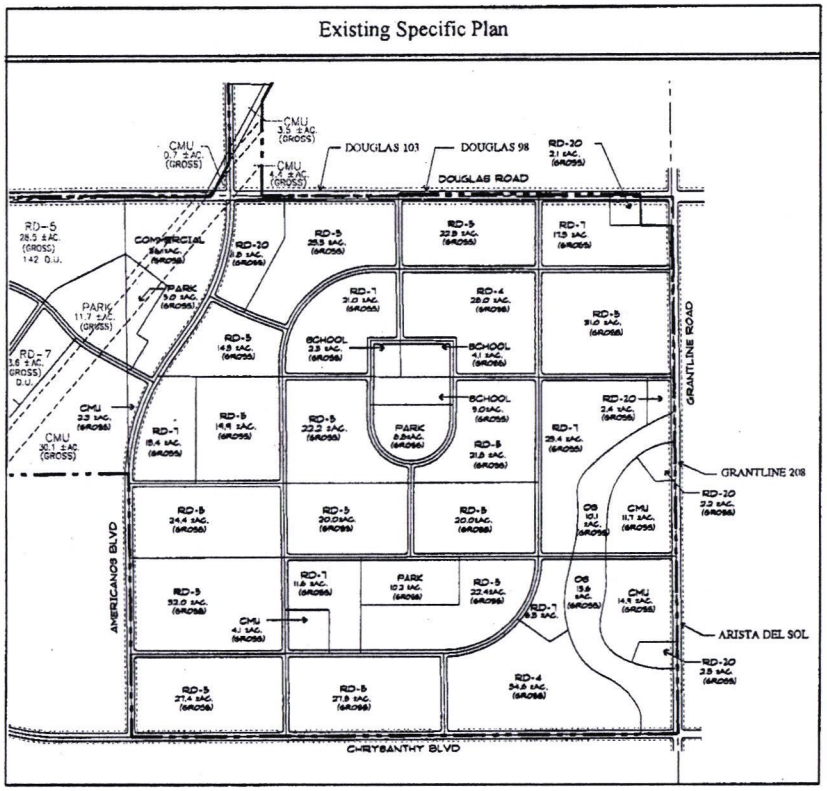
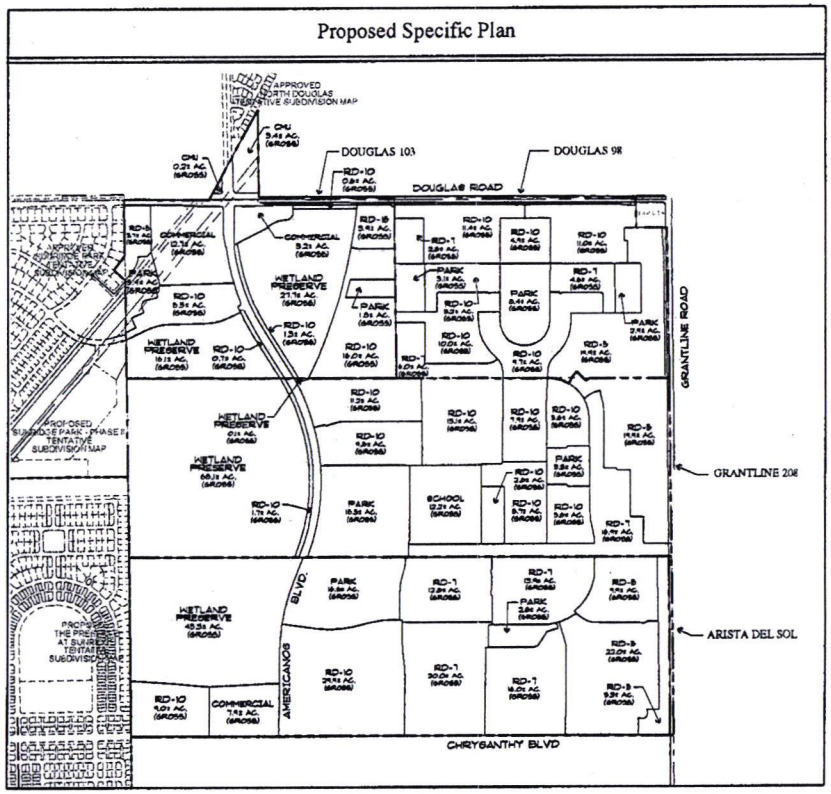


FIGURE 2
SITE AND VICINITY MAP





DOUGLAS 103 COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-4	-	-	RD-4	-	-
RD-5	34.6	198	RD-5	3.7	14
RD-7	21.0	147	RD-7	-	-
RD-10	-	-	RD-10	10.9	76
RD-15	-	-	RD-15	19.9	215
RD-20	11.8	236	RD-20	-	-
CMU	-	-	CMU	3.6	-
COMMERCIAL	26.1	-	COMMERCIAL	19.9	-
PARK	9.0	-	PARK	9.2	-
SCHOOL	2.3	-	SCHOOL	-	-
OS	-	-	WETLAND PRESERVE	43.8	-
TOTAL	105.8	971		103.0	301

DOUGLAS 98 COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-4	28.0	98	RD-4	-	-
RD-5	53.3	234	RD-5	19.9	98
RD-7	17.3	108	RD-7	15.4	124
RD-10	-	-	RD-10	98.2	473
RD-15	-	-	RD-15	-	-
RD-20	2.1	40	RD-20	-	-
CMU	-	-	CMU	-	-
COMMERCIAL	-	-	COMMERCIAL	-	-
PARK	-	-	PARK	14.4	-
SCHOOL	6.1	-	SCHOOL	-	-
OS	-	-	WETLAND PRESERVE	-	-
TOTAL	104.5	483		449	695

GRANTLINE 208 COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-4	-	-	RD-4	-	-
RD-5	128.3	621	RD-5	19.9	89
RD-7	58.8	260	RD-7	16.4	95
RD-10	-	-	RD-10	98.4	549
RD-15	-	-	RD-15	-	-
RD-20	4.5	85	RD-20	-	-
CMU	14.0	70	CMU	-	-
COMMERCIAL	-	-	COMMERCIAL	-	-
PARK	8.8	-	PARK	22.0	-
SCHOOL	5.0	-	SCHOOL	12.5	-
OS	10.3	-	WETLAND PRESERVE	98.2	-
TOTAL	204.5	1,036		207.6	724

ARISTA DEL SOL COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-4	34.6	138	RD-4	-	-
RD-5	104.6	548	RD-5	37.2	161
RD-7	17.9	125	RD-7	54.7	421
RD-10	-	-	RD-10	34.4	327
RD-15	-	-	RD-15	-	-
RD-20	2.3	46	RD-20	-	-
CMU	19.0	99	CMU	-	-
COMMERCIAL	-	-	COMMERCIAL	7.9	-
PARK	10.2	-	PARK	19.4	-
SCHOOL	-	-	SCHOOL	-	-
OS	15.6	-	OS	43.3	-
TOTAL	204.2	951		204.4	909

OVERALL SPECIFIC PLAN COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-4	62.6	230	RD-4	-	-
RD-5	330.8	1,603	RD-5	80.7	393
RD-7	130.0	640	RD-7	93.0	640
RD-10	-	-	RD-10	170.4	1,421
RD-15	-	-	RD-15	19.9	215
RD-20	20.8	347	RD-20	-	-
CMU	40.3	169	CMU	3.6	-
COMMERCIAL	26.1	-	COMMERCIAL	27.8	-
PARK	28.0	-	PARK	61.0	-
SCHOOL	11.4	-	SCHOOL	12.5	-
OS	33.7	-	WETLAND PRESERVE	193.3	-
TOTAL	623.7	3,048		618.9	2,627

NOTE: EXISTING SPECIFIC PLAN ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

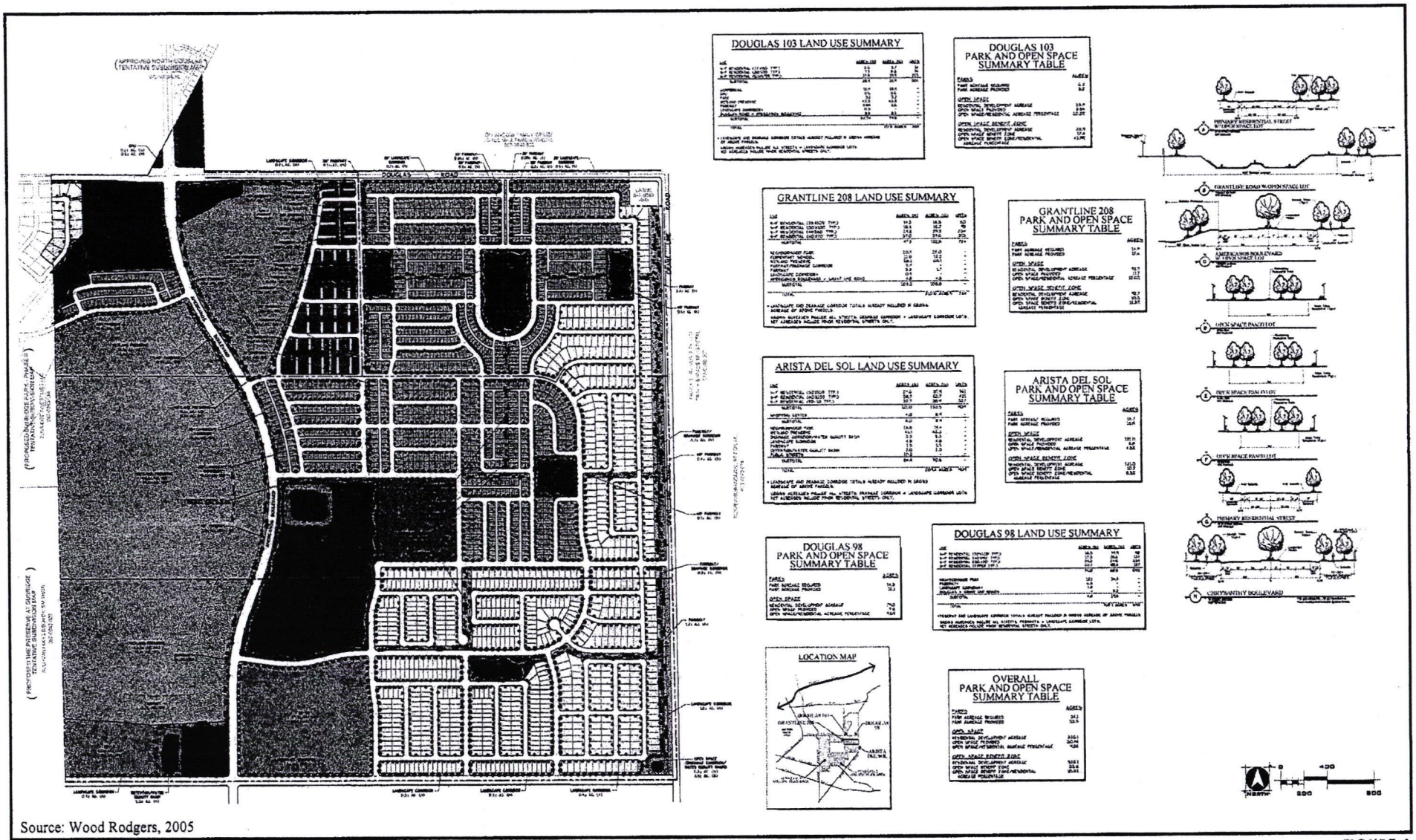
Source: Wood Rodgers, 2005

0 1000 2000
SCALE IN MILES

N

Specific Plan Amendment, June 2005

FIGURE 3
SPECIFIC PLAN AMENDMENT



Source: Wood Rodgers, 2005

FIGURE 4
Proposed Site Plan

3.0 Environmental Setting, Impacts And Mitigation Measures

3.1 INTRODUCTION

This section provides an evaluation of the potential environmental impacts of the proposed project, including the CEQA Mandatory Findings of Significance. There are 14 specific environmental issues evaluated in this chapter. Other CEQA considerations are evaluated in Chapter 4.0. The environmental issues evaluated in this chapter include:

- Land Use Planning, Population, and Housing
- Geophysical (Earth)
- Water
- Air Quality
- Transportation/Circulation
- Biological Resources
- Energy and Mineral Resources
- Hazards
- Noise
- Public Services
- Utilities and Services Systems
- Aesthetics
- Cultural Resources
- Recreation

For each issue area, one of four conclusions is made:

- ***No Impact***: No project-related impact to the environment would occur with project development.

- ***Less than Significant Impact:*** The proposed project would not result in a substantial and adverse change in the environment. This impact level does not require mitigation measures.

- ***Less Than Significant Impact With Mitigation Incorporated:*** The proposed project would result in an environmental impact or effect that is less than significant, but only with the incorporation of mitigation measure(s).

- ***Potentially Significant Impact:*** The proposed project would result in an environmental impact or effect that is potentially significant. If there is one or more "Potentially Significant Impact" entries when the determination is made, and EIR is required.

INITIAL ENVIRONMENTAL STUDY

1. **Project Title:** The Sunridge East Projects

2. **Lead Agency Name and Address:** City of Rancho Cordova

   3121 Gold Canal Drive

   Rancho Cordova, CA 95670

3. **Contact Person and Phone Number:** Hilary Anderson (916) 361-8384

4. **Project Location:** The project site is located within the approved Sunrise Douglas Community Plan and SunRidge Specific Plan (SDCP/SRSP) areas on the southwest corner of Douglas Road and Grant Line Road. The project site is generally bounded by the future Sunridge Park subdivision to the west, the future North Douglas subdivision to the north, vacant agricultural land to the east, and by the proposed Chrysanthy Boulevard to the south.

5. **Project Sponsors' Names and Addresses:**

Woodside Homes

111 Woodmere Drive, Suite 190

Folsom, CA 95630

Pappas Investments

2026 L Street, 5th Floor

Sacramento, CA 95815

River West Investments

7700 College Town Drive, Suite 215

Sacramento, CA 95826

Douglas Road 98 L.P.

7700 College Town Drive, Suite 201

Sacramento, CA 95826

6. **General Plan Designation(s):** Urban Development Area.

7. **Zoning:** RD-4, RD-5, RD-7, RD-10, RD-15, RD-20, commercial, CMU, school, open space, and park.

8. **Specific Plan:** The project location is within the 2,605.8 SunRidge Specific Plan Area, which was approved the Sacramento County Board of Supervisors on September 18, 2002 (Resolution No. 2002-0901).

9. **APN Number:** 067-0040-004, 067-0040-005, 067-0040-012, and 067-0040-013.

10. **Description of the Project:** The Sunridge East projects include the Douglas 103, Douglas 98, Grantline 208, and Arista Del Sol projects. The proposed projects are located on 620 acres and would include a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Maps. The site would comprise approximately 364 acres of residential, 3.6 acres of CMU, 23.8 acres of commercial, 53 acres of park, 12.2 acres of school, and 155.3 acres of wetland preserve. Development of the proposed projects would result in the creation of 2,627 dwelling units (du). The proposed projects also include improvements along Douglas Road from the intersection of Douglas Road/Americanos east to the intersection of Douglas Road/Grant Line Road, and from the intersection of Douglas Road/Grant Line Road south to the intersection of Grant Line Road/Chrysanthy.

11. **Surrounding Land Uses and Setting:** The Sunridge East projects are located within the approved Sunrise Douglas Community Plan and SunRidge Specific Plan (SDCP/SRSP) areas on the southeast corner of Douglas Road and the proposed Americanos Boulevard. The project site is generally bounded by the future Sunridge Park development to the west, the North Douglas development to the north, vacant land to the east, and by the proposed Chrysanthy Boulevard to the south.

12. **Other public agencies whose approval is required** (e.g., permits, financing approval, or participation agreement).

    1. Sacramento County Water Agency (SCWA)
    2. Sacramento Metropolitan Air Quality Management District (SMAQMD)
    3. Central Valley Regional Water Quality Control Board (CVRWQCB)
    4. Sacramento Metropolitan Utility District (SMUD)
    5. Sacramento Resource Conservation District (SRCD)
    6. U.S Army Corps of Engineers (USACE)
    7. U.S. Fish and Wildlife Service (USFWS)
    8. California Department of Fish and Game (CDFG)

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project involving at least one impact that is a "Potentially Significant Impact Unless Mitigation is Incorporated" as indicated by the checklist on the following pages.

☐ Aesthetics	☒ Hazards & Hazardous Materials	☒ Public Services
☐ Agricultural Resources	☒ Hydrology/Water Quality	☐ Recreation
☒ Air Quality	☐ Land Use and Planning	☒ Transportation/Traffic
☒ Biological Resources	☐ Mineral Resources	☒ Utilities & Service Systems
☒ Cultural Resources	☒ Noise	☒ Mandatory Findings of Significance
☐ Geology and Soils	☐ Population and Housing	

PURPOSE OF THE INITIAL STUDY

This Initial Study has been prepared consistent with CEQA Guidelines Section 15063, to determine if the Sunridge East projects, as proposed, may have a significant effect upon the environment. Based upon the findings contained within this report, the Initial Study will be used in support of the preparation of a Mitigated Negative Declaration. (The discussion demonstrates that there are no potentially significant impacts identified that cannot be mitigated to a less-than-significant level. Therefore, an EIR is not warranted.)

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources cited. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture

zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards.

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect, and construction as well as operational impacts.

3. A "Less than Significant Impact" applies when the proposed project would not result in a substantial and adverse change in the environment. This category also applies when the impact has been previously addressed and it has been determined that there are no new impacts created by the project. This impact level does not require mitigation measures.

4. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

5. "Less Than Significant Impact With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact". The initial study must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level.

6. "Reviewed Under Previous Document" applies where the impact has been evaluated and discussed in a previous document. This category could be checked if an impact is either "Potentially Significant" or "Less than Significant". Discussion will include reference to the previous documents.

7. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration.

8. Preparers are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached and other sources used or individual contacts should be cited in the discussion.

9. Impacts that were originally classified as potentially significant on previous documents may now be indicated as less than significant. These particular impacts will be marked as "Less than Significant Impact" if the Specific Plan does not create any new impacts for the project area than those previously evaluated.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
I. AESTHETICS Would the projects:					
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐	☒
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	☐	☐	☒	☐	☒

DISCUSSION OF IMPACTS

a) *Less Than Significant Impact/Reviewed Under Previous Document.* The project's potential visual resource impacts were globally addressed in the Sunrise Douglas Community Plan/SunRidge Specific Plan EIR (SDCP/SRSP EIR) (State Clearinghouse SCH#97022055, page 4.32). There are no scenic vista views available from the Sunridge East project sites. Mid-range views consist of rural homesteads, limited agriculture operations, and open space. Long-range views generally consist of rural/agricultural land uses, power transmission lines, industrial and aggregate operations and military/airport operations. Implementation of the projects would not adversely affect views on nearby or distant scenic vistas; therefore, this impact is considered *less than significant*.

b) *Less Than Significant Impact/Reviewed Under Previous Document.* The SDCP/SRSP EIR addressed the Community Plan's potential to substantially damage scenic resources on and in the vicinity of the project sites (SDCP/SRSP FEIR page 4.32). The nearest highways are US 50 and the Jackson Highway (State Route 16), which are not designated as a state scenic highway in the vicinity of the projects site. United States 50 (US 50) is approximately 4 miles north of the projects site and State Route 16 is approximately 4 miles south of the projects site. Due to this distance, implementation of the projects would not damage scenic resources views from these highways. Therefore, this impact considered *less than significant*.

c) *Less than Significant Impact/Reviewed Under Previous Document.* The entire Community Plan area is specifically identified in the County General Plan as an Urban Development Area and falls within the Urban Service Boundary. Issues resulting from (i) new growth in this area, (ii) conversion of land to urban uses, (iii) compatibility with the surrounding area, (iv) loss of open space, and (v) increase in nighttime lighting and daytime glare were globally addressed in the General Plan EIR (SDCP/SRSP FEIR, p. 4.32).

The General Plan EIR noted that development of the project area would include various intensities of development, which could substantially alter existing views and conflict with the scale of existing structures and the rural character of these areas. The introduction of urban uses and densities into these areas would substantially alter the present nature of their viewsheds, and therefore result in a significant and unavoidable impact (Sacramento County General Plan EIR, pp. 4.10-11).

Because these impacts had been addressed extensively in the General Plan process, the Final EIR for the SRSP/SDCP does not identify the impacts as being significant effects to the SRSP/SDCP (FEIR, p. 4.32), the County Board noted that the project will contribute to the occurrence of these significant General Plan-level impacts, and no further mitigation is feasible given the Board's 1993 decision, as part of the General Plan approval process, to ultimately approve urban development in the project area.

The Sunridge East projects do not propose any land uses or densities substantially different from those already analyzed in the SDCP/SRSP Master EIR. The City, therefore, could not identify any significant visual impacts peculiar to the projects or parcels. Accordingly, the projects' contributions to the previously disclosed aesthetic impacts are not peculiar to the projects or parcels, and were fully disclosed previously. Notably, the County Board of Supervisors adopted a Statement of Overriding Considerations for this impact as part of the SDCP/SRSP project approval. (See SDCP/SRSP - CEQA Findings of Fact and Statement of Overriding Considerations, July 18, 2002, pp. 154-158 (hereinafter, "Findings").)

In any event, the City would conclude that the projects' aesthetic impacts are less than significant even in the absence of prior County determinations considering the aesthetic impacts of the larger land areas to be significant. The area covered by the projects represent a relatively small portion of the overall Sunrise Douglas area. Given plans to urbanize those areas surrounding the site, the proposed projects' contributions to the previously-disclosed, larger aesthetic impacts would neither be significant at the project level nor cumulatively considerable viewed in the larger context.

d) *Less Than Significant Impact/Reviewed Under Previous Document.* See c) above.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
II. AGRICULTURE RESOURCES In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997), prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the projects:					
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☒	☐	☒
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?	☐	☐	☒	☐	☒

DISCUSSION OF IMPACTS

a) *Less Than Significant Impact/Reviewed Under Previous Document.* The soils on the proposed projects site are depicted on Sacramento County General Soils Map as being comprised of Redding Bluff loam, Redding Gravelly loam, Fiddyment fine sandy loam, and Red Bluff-Redding complex (NRCS Soil Survey, 1993). In addition, the projects site is depicted on the CA Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) as Grazing Land (G) and Farmland of Local Importance (L). Grazing Land is suitable for the grazing of livestock and Farmland of Local Importance are crop and irrigated pasture lands, which do not qualify as Prime or Unique farmland. The proposed projects would not convert Prime, Farmland of Statewide Importance, or Unique Farmland to non-agricultural uses; therefore, this impact is considered *less than significant*.

b) *Less than Significant Impact/Reviewed Under Previous Document.* The entire SDCP area, which includes the project sites, was specifically identified in the Sacramento County General Plan as an Urban Development Area and falls within the Urban Services Boundary. Issues resulting from (i) new growth in this area, (ii) conversion of agricultural land to urban uses, (iii) compatibility with the surrounding area; and (iv) loss of open space were globally addressed in the Sunrise Douglas Community Plan/SunRidge Specific Plan Final EIR (SDCP/SRSP FEIR) (State Clearinghouse SCH#97022055, page 4.32). The FEIR identified three areas of potential inconsistency with the Sacramento County General Plan and the SunRidge Specific Plan; the possible need for development clustering, the possible need to increase certain land uses and to reduce others with the overall mix of land uses; and the possible need for a more transit-oriented design within the project. However, the CEQA Findings of Fact for the SDCP/SRSP project (Sacramento County Board of Supervisors, June

19, 2002, page 31) disagreed with the EIR conclusion and determined that there is "no significant effect" relating to any General Plan inconsistency.

As relating specifically to the Sunridge East sites, no parcels are under Williamson Act contracts (SDCP/SRSP, page 4.30a). Therefore, the projects' conflicts and impacts with existing zoning, nearby agricultural uses, and existing Williamson Act contracts act are considered *less than significant*.

c) *Less Than Significant Impact/Reviewed Under Previous Document.* See a) and b) above.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
III. AIR QUALITY Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the projects:					
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☒	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☒	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	☐	☒	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐	☒

DISCUSSION OF IMPACTS

a) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* The Sacramento Metropolitan Air Quality Management District (SMAQMD) has prepared its Air Quality Attainment Plan, which describes the local measures, which are planned for implementation to achieve the federal and state air quality standards. The SunRidge Specific Plan, which includes the project site, was developed in collaboration with the SMAQMD's Air Quality Attainment Plan. The Sunridge East projects would include, but not be limited to, a mixture of complementary uses within ½ mile from the project's boundaries, Class I or Class II bike lanes, multiple and/or direct pedestrian access, state-of-the-art telecommunications capabilities, and located within ¼ mile of a bus stop. In addition to these standards and design features the projects would include other features, (see discussion below) to the fulfill SMAQMD's objectives of Policy AQ-15. As such, the projects would not conflict or obstruct SMAQMD's Air Quality Attainment Plan; therefore, this impact is considered *less than significant*.

> *The SunRidge Specific Plan proponents have complied with Mitigation Measure AI-5 (SDCP/SRSP EIR) by submitting an approved AQ-15 Air Quality Plan. (May 3, 2002 Staff Report to Board of Supervisors for May 8, 2002). The following conditions will ensure that the Sunridge East project comply with the SunRidge Specific Plan AQ-15.*

Mitigation Measures

The following mitigation measure is a revision to the previously adopted Mitigation Measure AI-5 of the SDCP/SRSP EIR.

MM 3.1 The Sunridge East projects shall participate in a County Service Area (CSA) or an equivalent financing mechanism to the satisfaction of the City Council, for the purpose of funding a variety of transportation demand management strategies, including but not limited to a transit shuttle service, which will contribute to the 15% reduction in emissions mandated by General Plan Policy AQ-15.

The purpose of this CSA is to fund programs and services to reduce air quality impacts and implement trip reduction measures that improve mobility, including but not limited to:

- Incentives for alternative mode use;
- Programs encouraging people to work close to where they live;
- On-site transportation coordinators;
- School pool programs;
- Maintenance and improvement of the Folsom South Canal bikeway; and
- Transit shuttle system

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMAQMD.*

Implementation of Mitigation Measure MM 3.1 would reduce this impact to *less than significant.*

b) *Potentially Significant/Reviewed Under Previous Document.* Sacramento County is a known area of non-attainment for State and federal standards for carbon monoxide (CO), ozone, and particulate matter less than 10 microns in diameter (PM_{10}). The SDCP/SRSP EIR determined that construction-related and operational emissions arising from the implementation of the SunRidge Specific Plan would result in emissions of ROG, NOx, and PM_{10} that are above the SMAQMD significance thresholds for those pollutants (FEIR, pp. 11.15–11.16, 11.18–11.19). The Master EIR determined that the buildout of the Specific Plan with projects such as Sunridge East would contribute to a cumulative increase of construction-related emissions and exacerbates SMAQMD's non-attainment status for carbon monoxide (CO), ozone, and PM_{10} (*Ibid.*). The projects are subject to the Sacramento County General Plan Policy AQ-15, which is designed to reduce by at least 15 percent air pollution emissions resulting from new developments. Additionally, the SMAQMD has an established construction-related emissions reduction program (Category 1: Reducing Nox emissions from off-road diesel powered equipment, and Category 2: Controlling visible emissions from off-road diesel powered equipment) to reduce construction-related air quality impacts. The Master EIR determined that the air quality impacts arising from buildout of the Specific Plan and construction-related activities were significant and unavoidable, even with implementation of mitigation measures (FEIR, pp. 11.15–11.16, 11.18–11.20). Implementation of Mitigation Measure AI-1, proposed in the SDCP/SRSP Master EIR, SMAQMD's approved construction emissions programs (Findings, p. 101), and a measure substituted by the Board for proposed measure AI-5 (Findings, p. 106) were found by the Board to mitigate, but not entirely avoid, these impacts from air pollutant emissions.

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant air quality impacts that were not already identified in the Master EIR; nor would they cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, § 15178, subd. (c)(1).) Furthermore, because these projects propose a wetland preserve that is much larger than proposed in the Community Plan and Specific Plan, and because the air quality impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (See CEQA Guidelines, § 15183.) To ensure, however, that the mitigation measures adopted for the Specific Plan are carried out at this project level, the City proposes the following Mitigation Measures, which are revisions to those previously adopted measures, made applicable to this proposed projects.

Mitigation Measures

The following mitigation measures are a revision to the previously adopted Mitigation Measure AI-1 for the SDCP/SRSP EIR, which makes it applicable to the Sunridge East projects.

MM 3.2a The project applicants shall require that the contractors water all exposed surfaces, graded areas, storage piles and haul roads at least twice daily during construction. This requirement shall be included as a note in all project construction plans.

Timing/Implementation: *During all grading and construction phases of the projects.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMAQMD.*

MM 3.2b The project applicants shall require that the contractor minimize the amount of material actively worked, the amount of disturbed area, and the amount of material stockpiled. This requirement shall be included as a note in all project construction plans.

Timing/Implementation: *During all grading and construction phases of the projects.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMAQMD.*

MM 3.2c The project applicants shall require paved streets adjacent to construction sites to be washed or swept daily to remove accumulated dust. This requirement shall be included as a note in all project construction plans.

Timing/Implementation: *During all grading and construction phases of the projects.*

Enforcement/Monitoring: *City of Rancho Cordova and SMAQMD.*

MM 3.2d The project applicants shall require that, when transporting soil or other materials off-site by truck during construction, two feet of freeboard shall be maintained by the contractor, and that the materials be covered. This requirement shall be included as a note in all project construction plans.

Timing/Implementation: *During all grading and construction phases of the projects.*

Enforcement/Monitoring: *City of Rancho Cordova and SMAQMD.*

In addition, the following mitigation measure shall be implemented by the Sunridge East projects to reduce emissions from off- road diesel powered construction vehicles.

MM 3.2e **Category 1**: Reducing NO_x emissions from off-road diesel powered equipment.

The prime contractor shall provide a plan for approval by the City of Rancho Cordova and SMAQMD demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, and operated by either the prime contractor or any subcontractor, will achieve a fleet-averaged 20 percent NO_x reduction and a 45 percent particulate reduction compared to the most recent CARB fleet average. The prime contractor shall submit to the City of Rancho Cordova and SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during the construction project. The inventory shall include the horsepower rating, engine production year, and hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs; and,

Category 2: Controlling visible emissions from off-road diesel powered equipment.

The prime contractor shall ensure that emissions from all off-road diesel powered equipment used on the proposed project sites do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity shall be repaired immediately, and the City of Rancho Cordova and SMAQMD shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a month summary of the visual results shall be submitted to the City and SMAQMD throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supersede other SMAQMD or state rules or regulation.

In the event construction equipment meeting the requirements set forth above is determined not to be available, the project applicant shall notify the City and SMAQMD. Upon verification that required low-emission construction equipment is not available, the City may waive this measure. This requirement shall be included as a note in all project construction plans.

Timing/Implementation: *Prior to and during construction activities.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMAQMD.*

c) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* See SDCP/SRSP EIR Section 11: Air Quality and discussion a) and b) above.

d) *Less than Significant Impact/Reviewed Under Previous Document.* The land uses proposed under the Sunridge East projects are not associated with substantial pollutant concentrations. In addition, standard equipment and best management practices (BMPs) will be used during all construction activities; therefore, this impact is considered *less than significant.*

e) *Less than Significant Impact/Reviewed Under Previous Document.* The Sacramento Rendering Plant is located approximately 2 miles southwest of the project sites. The SDCP/SRSP Final EIR (page 4.21) evaluated this issue and determined it to be *significant and unavoidable* and identified Mitigation Measure LA-3 to mitigate the impact to a less than significant level. However, the County Board of Supervisors rejected the original version of Mitigation Measure LA-3 as unnecessary, and instead adopted a revised Mitigation Measure LA-3, which conditions the issuance of building permits within the SunRidge Specific Plan area on the future implementation of odor control systems at the rendering plant. No new impacts would result project implementation. Therefore, the projects would result in less than significant impacts.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
IV. BIOLOGICAL RESOURCES	Would the projects:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption or other means?	☐	☒	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☒	☐	☒

EXISTING SETTING

The SDCP/SRSP EIR addressed the potential biological impacts of development in a general (non site-specific) manner and applied mitigation measures to subsequent projects seeking approval in conjunction with the SDCP/SRSP. Subsequent projects in the SDCP/SRSP are required to prepare a wetland delineation, site-specific special-status species surveys and obtain appropriate state and federal permits, and to provide "fair-share" mitigation for known biological impacts.

Subsequently, Foothill Associates conducted a Biological Resources Assessment for the Sunridge East properties in December 2004. A copy of the Biological Resources Assessment is available for review at the City of Rancho Cordova's Planning Department. The report concluded that the proposed project site includes habitat types such as annual grassland, riverine and depressional seasonal wetlands, vernal pools, intermittent drainage, and stock ponds. The assessment concluded that the proposed project would result in impacts to wetlands under jurisdiction of the U.S. Army corps of Engineers pursuant to section 404 of the Clean Water Act. The proposed projects would also impact federally listed vernal pool crustaceans and other special status species that inhabit vernal pool grassland habitats.

DISCUSSION OF IMPACTS

a) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.*

SDCP/SRSP Master EIR Findings

Impacts to special-status species were globally (non site-specific) evaluated in the SDCP/SRSP Master EIR (FEIR, pp. 14.27–14.32). The Sunridge East project sites may contain suitable habitat for special status species (FEIR, p. 14.27). The potential impact of development within the SDCP/SRSP area on special status species was disclosed in the Master EIR as significant and unavoidable, for the reason that site-specific information for the area was not yet available, and therefore, the analysis in the FEIR assumed that such habitat would not be avoided (FEIR, p. 14.31). Therefore, the FEIR proposed, and the Board adopted, mitigation measures that require future project proponents for development entitlements to conduct determinate surveys for special status species, prepare detailed mitigation plans designed to reduce the impact to such species to a less than significant level, and coordinate with the appropriate agencies to obtain the necessary permits. (Findings, pp. 120-121 (mitigation measures BR-6, BR-7).) To completely fulfill the requirements, the City is requiring the following mitigation measures, which are based on the requirements of measures BR-6 and BR-7, adopted by the Board for application to subsequent developments within the SDCP/SRSP planning areas. Implementation of these measures at a project-specific level will reduce the potentially significant impact to special status species to a less than significant level, as required by SDCP/SRSP Mitigation Measure BR-6 (FEIR, p. 14.31; Findings, p. 120).

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. The projects would not create any new or additional significant special status species impacts that were not already identified in the Master EIR; nor would they cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, § 15178, subd. (c)(1).). Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the special status species impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, § 15183.) To ensure, however, that the mitigation measures adopted for the Specific Plan are carried out at this project level, the City proposes the following Mitigation Measures, which are revisions to those previously adopted measures, made applicable specifically to this proposed projects.

Sunridge East Specific Information

The applicants have coordinated with the appropriate agencies and have conducted surveys for special status species. However, if development of the proposed project sites do not take place in a timely manner, updated surveys may be necessary. Furthermore,

detailed plans to avoid and or mitigate impacts to special status species will have to be approved by the appropriate agencies. To this end, the City is requiring the following mitigation measures, which are based on the requirements of measures BR-6 and BR-7, adopted by the Board for application to subsequent developments within the SDCP/SRSP planning areas. Implementation of these measures at a project-specific level will reduce the potentially significant impact to special status species to a less than significant level, as required by SDCP/SRSP Mitigation Measure BR-6 (FEIR, p. 14.31; Findings, p. 120).

Mitigation Measures

The following mitigation measures (based on BR-6, BR-7, and BR-8 of the SDCP/SRSP EIR) are revised to apply to the Sunridge East projects.

MM 4.1a The project proponents shall conduct (**or update**) determinate surveys for potentially occurring special status species or their habitat using protocol acceptable to the regulatory agencies with authority over these species.

- If any of the special status species or their habitat are indicated, a detailed plan which describes the specific methods to be implemented to avoid and/or mitigate any project impacts upon special status species to a less than significant level will be required. This detailed Special Status Species Avoidance/Mitigation Plan shall be prepared in consultation with the USFWS and CDFG, and shall emphasize a multi-species approach to the maximum extent possible.

- Where project impacts include taking of a federally listed species, a Section 10 Incidental Take Permit or a Biological Opinion resulting from Section 7 Consultation with another federal agency shall be obtained from the USFWS and permit conditions implemented, pursuant to the federal Endangered Species Act.

- Where project impacts include taking of a state listed animal species, a "2081" permit shall be obtained from the CDFG and permit conditions implemented, pursuant to the California Endangered Species Act.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department, USFWS and CDFG.*

MM 4.1b The project applicants shall mitigate for the loss of Swainson's hawk foraging habitat by implementing one of the following alternatives:

For projects within a one-mile radius of an active nest site, the project proponent shall preserve 1.0 acre of similar habitat for each acre lost within a ten-mile radius of the project site. For projects within a one to five mile radius of an active nest site, the project proponent shall preserve 0.75 acre of similar habitat for each acre lost within a ten-mile radius of the project site. For projects within a five to ten mile radius of an active nest site, the project proponent shall preserve 0.5 acre of similar habitat for each acre lost within a ten-mile radius of the project site. This land shall be protected through fee title or conservation easement (acceptable to the CDFG); or,

The project proponent shall, to the satisfaction of the CDFG, prepare and implement a Swainson's hawk mitigation plan that will include preservation of Swainson's hawk foraging habitat.

Should the City Council of the City of Rancho Cordova adopt a Swainson's hawk mitigation policy/program prior to implementation of one of the measures above, the project proponent shall be subject to that program instead.

Timing/Implementation: *Prior to issuance of grading permits for each project and throughout construction activities of all projects.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and CDFG.*

MM 4.1c Prior to each phase of grading and construction, a preconstruction survey shall be performed between April 1 and July 31 to determine if active raptor nesting is taking place within and immediately adjacent to the project site. If nesting is observed, consultation with the Department of Fish and Game shall occur in order to determine the protective measures which must be implemented for the nesting birds of prey. If nesting is not observed, further action is not required.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and USFWS.*

Implementation of Mitigation Measures MM 4.1a through 4.1c would reduce project-specific impacts to special-status species to *less than significant.*

b) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* See a) above.

c) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.*

SDCP/SRSP Master EIR Findings

Impacts to wetlands were globally (non site-specific) evaluated in the SDCP/SRSP Master EIR (See FEIR, pp. 14.22–14.24). The Sunridge East project sites contains federally protected wetlands (i.e., vernal pools, ponds and wet swales), which could be disturbed by grading and other site preparation activities. The potential impact of development within the SDCP/SRSP area on wetlands was disclosed in the Master EIR as significant and unavoidable, for the reason that site-specific information for the area was not yet available, and therefore, the analysis in the FEIR assumed that wetland-dependent species such as fairy/tadpole shrimp were present (FEIR, p. 14.22). It was also assumed in the FEIR's analysis that such impacts would be mitigated with off-site compensation, rather than on-site preservation (FEIR, p. 14.23). The FEIR noted that the County's General Plan policy mandating "no net loss" for wetlands acreage is applicable to all development within the SDCP/SRSP area, and that impacts to wetlands are also subject to federal regulation and permitting (FEIR, p.14.23–14.24). The FEIR proposed a mitigation measure requiring future project proponents for development entitlements to place the highest priority on avoiding

and preserving on-site wetlands. (FEIR, pp. 14.24–14.25 (mitigation measure BR-1).) The Board rejected this measure as infeasible, however, on the grounds that, due to the area's designation in the General Plan as an Urban Growth Area, the preservation of vast swaths of land upon which diffuse, low quality wetlands may occur was inconsistent with the intent of the General Plan and an inefficient use of this land (Findings, pp. 116-117). The Board determined, instead, to adopt a measure requiring future project proponents to prepare wetland delineations of their parcels and to submit wetland avoidance/mitigation, monitoring and maintenance plans sufficient to comply with the County's "no net loss" wetlands policy and the applicable state and federal agencies' permitting requirements. (Findings, pp. 117-118 (mitigation measures BR-2, BR-3, BR-4).) The Board's measures also allowed for flexibility in achieving compliance with the no net loss policy, in order to accommodate future improvements in wetlands mitigation strategies. (Findings, pp. 118-119 (mitigation measures BR-3 and SRSP zoning condition No. 62).)

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant wetlands impacts that were not already identified in the Master EIR; nor would they cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, § 15178, subd. (c)(1).) Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the wetlands impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, § 15183.) To ensure that the measures adopted by the Board are carried out at the project-specific level, the City is requiring the following mitigation measures, which are based on the requirements of measures BR-2 and BR-4, adopted by the Board for application to subsequent developments within the SDCP/SRSP planning areas. Implementation of these measures at a project-specific level will reduce the potentially significant impact to special status species to a less than significant level, as required by the County's and federal government's no net loss policies (FEIR, pp. 14.23–14.24; Findings, pp. 116–119).

Sunridge East Specific Information

The project applicants have submitted a 404 Individual Permit Application to the USACE that includes a wetland delineation. This delineation shows that the project site contains approximately 34.68 acres of Jurisdictional waters of the U.S. This acreage includes 26.15 acres of vernal pools, 26.15 acres of ephemeral drainages, 2.16 acres of riverine and depressional wetlands, and 5.54 acres of stock ponds. The projects propose an approximately 155-acre wetland preserve that reflects a comprehensive wetland avoidance/mitigation strategy. However, to ensure that necessary federal permits are obtained, and compliance with the County's no net loss program is achieved, the City is requiring the following mitigation measures, which are based on the requirements of measures BR-2 and BR-4, adopted by the Board for application to subsequent developments within the SDCP/SRSP planning areas. Implementation of these measures at a project-specific level will reduce the potentially significant impact to wetlands to a less than significant level, as required by the County's and federal government's no net loss policies (FEIR, pp. 14.23–14.24; Findings, pp. 116–119).

Mitigation Measures

The following mitigation measures (based on BR-1, BR-2, and BR-4 of the SDCP/SRSP EIR) are revised to apply to the Sunridge East projects.

MM 4.2a If wetland impacts occur, the projects shall comply with Sacramento County's no net loss policies for wetland habitat acreage and values (CO-62, CO-70, CO-83, and CO-96), which establish minimum performance for a wetland avoidance/mitigation strategy.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department, US Army Corps of Engineers, USFWS, and CDFG.*

MM 4.2b If the Douglas 103, Douglas 98, Grantline 208, and or Arista Del Sol projects need to obtain a Clean Water Act permit then the responsible project applicant shall submit a wetland delineation for the proposed development areas, and a detailed plan which describes the specific methods to be implemented to avoid and/or mitigate any project impacts upon wetlands such that no net loss in wetland habitat or acreage and values is achieved. This detailed Wetland Avoidance/Mitigation Plan shall be prepared in consultation with the US Army Corps, the USFWS, and the CDFG, and shall incorporate the following components.

- A wetland delineation of the project site and any proposed off-site wetland preservation/creation site(s), verified by the US Army Corps of Engineers;
- The location of proposed wetland preservation, acquisition, and creation site(s);
- A detailed map of proposed wetland creation site(s) showing the acreage, distribution, and type of wetlands to be created to ensure no net loss in wetland habitat acreage, values and functions. Compensation wetlands shall be designed to:
  - Meet or exceed the hydrophytic conditions and operating functions of the existing wetlands proposed for impact.
  - Mitigate the loss of special status species habitat, including fairy/tadpole shrimp, as required by the USFWS and the CDFG;
- A monitoring plan designed to assess whether the compensation wetlands are functioning as intended. Specific performance standards for hydrologic, floral, and faunal parameters shall be proposed to determine success of the created wetlands. The monitoring plan shall specify the corrective measures/modifications to be implemented in the event that monitoring indicates that the performance standards are not being met. Monitoring shall occur for at least five years and until success criteria are met, and as required by the US Army Corps of Engineers, and the USFWS; and
- A maintenance plan for the wetland preservation/mitigation areas describing the measures to be implemented to assure that they are maintained as wetland habitat in perpetuity. The maintenance plan address buffering from adjacent uses, fencing, access, erosion control, and weed eradication.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department, US Army Corps of Engineers, USFWS, and CDFG.*

MM 4.2c Prior to construction activities, the Douglas 103, Douglas 98, Grantline 208, and or Arista Del Sol project applicants shall obtain all necessary U.S. Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary California Endangered Species Act Permits.

Timing/Implementation: *Prior to site disturbance.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department, US Army Corps of Engineers, USFWS, and CDFG.*

Implementation of Mitigation Measures MM 4.2a through 4.2c would reduce the projects' impacts to wetlands to *less than significant.*

d) *Less than Significant Impact/Reviewed Under Previous Document.* Implementation of the proposed projects would not interfere with the movement of any fish or wildlife species or impede the use of native wildlife nursery sites or corridors; therefore, this impact is considered *less than significant.*

e) *Less than Significant Impact/Reviewed Under Previous Document.* A tree survey submitted with the Biological Assessment determined that there are no oak trees on the project sites. However, there are other native trees on the site that may require mitigation. Impacts to native oaks or landmark trees were identified as a potentially significant but mitigable impact in the SDCP/SRSP Master EIR (FEIR, p. 14.33). The FEIR proposed, and the Board adopted, a mitigation measure requiring future project proponents to submit an on-site tree survey and a mitigation plan for the loss of large oak or other trees (FEIR, p. 14.33; Findings, p. 122 (mitigation measure BR-9).

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant impacts to on-site trees that were not already identified in the Master EIR; nor would they cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, Section 15178, subd. (c)(1).). Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the trees impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, Section 15183.) To ensure that the measures adopted by the Board are carried out at the project-specific level, the City is requiring the following mitigation measure, which is based on the requirements of measure BR-9, adopted by the Board for application to subsequent developments within the SDCP/SRSP planning areas. Implementation of this measure at a project-specific level will reduce the potentially significant impact to trees to a less than significant level, as noted by the Master EIR (FEIR, pp. 14.33).

Mitigation Measure

The following mitigation measure (based on BR-9 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 4.3 The project applicants for the Sunridge East projects shall submit a survey identifying the specific type, size, and location of all existing on-site trees. Existing on-site trees shall be protected and preserved to the maximum extent feasible. Consistent with General Plan policies, the removal of any native oak tree measuring six inches or greater in diameter at breast height (dbh) and the removal of any non-oak native tree (excluding cottonwoods and willows) measuring 19 inches or greater dbh necessary to accommodate future development shall be mitigated by planting replacement trees (in-kind species on an inch-for-inch basis) within the project area. In addition, other non-native landmark size (19" or greater) may require mitigation as determined on a project- by- project basis.

Timing/Implementation: *Prior to issuance of improvement plans or grading permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of Mitigation Measure MM 4.3 would reduce potential impacts to on-site trees to *less than significant*.

f) *Less than Significant Impact/Reviewed Under Previous Document.* Currently, there is not an adopted Habitat Conservation Plan (HCP) for Sacramento County or the SDCP/SRSP; therefore, the project would not conflict with such plans and the impact would be *less than significant.* However, the Sacramento Planning Department has indicated that the South Sacramento County HCP is in the planning stages and they may have an administrative draft in seven months. However, they don't anticipate adoption of the plan for more than two years. Since it is not finalized and adopted, it cannot be ascertained if the project will be in conflict with the Plan, therefore *less than significant* impacts would occur for the proposed projects.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
V. CULTURAL RESOURCES	Would the projects:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in " 15064.5?	☐	☒	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to" 15064.5?	☐	☒	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☒	☐	☐	☐
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐	☒

EXISTING SETTING

Record searches and field examinations were conducted in preparation for the SDCP/SRSP EIR; however, only portions of the Plan area were surveyed. There were two previous surveys that covered the Plan area include: Slaymaker 1988 and Peak and Associates, Inc. 1989. The most current survey was conducted on May 30, 1997. The surveys concluded that the Plan area was void of any prehistoric resources; however, did identify two historic resources within the area. The most current survey included only portions of the Sunridge East project sites. No historical, archeological, paleontologic, or evidence of human remains were identified during the most recent survey; however, significant resources may be present on the project sites and additional surveys would be required or existing surveys updated.

DISCUSSION OF IMPACTS

a) Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.

SDCP/SRSP Master EIR Findings

As indicated above, limited Cultural Resource surveys were conducted and evaluated for SDCP/SRSP EIR. The surveys indicated that the Sunridge East sites were free of important cultural/historical resources and it was determined that the sites have a low probability of such resources. However, only portions of the sites were included in the survey areas. The SDCP/SRSP EIR identified mitigation to reduce potential impacts on cultural and historical resources (SDCP/SRSP Final EIR, page 15.9). Although, implementation of the projects are not expected to result in any new cultural resource impacts, project-specific survey results are required to identify any potential cultural, historic, archeological, or paleontologic resources that may be present on sites.

Sunridge East Specific Information

In December 2004, Peak and Associates conducted a Determination of Eligibility and Effect for the Douglas 103, Douglas 98, Grantline 208, and Arista del Sol properties. This Determination of Eligibility and Effect is on file with the City of Rancho Cordova's Planning Department. One historic period site was identified on the Grantline 208 project site. The site consists of a backfilled depression that may have been the cellar of a residence on the site. The unlined cellar has apparently been backfilled to prevent injury to cattle grazing at the site. The study determined that the site is not associated with any important individuals in our past, nor is the site associated with any important events. There are no distinctive architectural features, and the site has lost integrity of appearance. It was concluded in the study that this site is not eligible for inclusion in the National Register of Historic Places, and is not an historic property.

Mitigation Measures

The following mitigation measure (based on CR-1 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 5.1 Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during development activities, work shall be suspended and the City of Rancho Cordova shall be immediately notified. At that time, the City will coordinate any necessary investigation of the site with appropriate specialist, as needed. The project proponents shall be required to implement any mitigation necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.98 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

Timing/Implementation: *Prior to issuance of building permits and during all phases of construction.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of Mitigation Measure MM 5.1 would reduce the projects' potential cultural, historic, paleontologic, and archeological resource impacts to *less than significant.*

b) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* See a) above.

c) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* See a) above.

d) *Less than Significant Impact/Reviewed Under Previous Document.* There are no known cemeteries on the project sites, however, due to the large Native American population in the past, the primary concern is the disturbance of hidden or unmarked sites, such as gravesites of areas of spiritual significance, which may not contain any surface evidence of occupancy. The projects are not expected to result in any new cultural resource impacts. However, implementation of Mitigation Measure *5.1* would reduce any potential human remain impacts to *less than significant.*

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
VI. GEOLOGY AND SOILS	Would the projects:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death, involving:					
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☒	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐	☒
iv) Landslides?	☐	☐	☒	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒	☐

EXISTING SETTING

The Spink Corporation evaluated the soils within the SDCP/SRSP areas including the geological conditions of the Sunridge East project sites. Design of the buildings in accordance with Title 24, Chapter 23 of the California Code of Regulations (1991 Edition of the California Building Code, with January 1, 1993 supplements) would ensure that significant damage to buildings as a result of seismic ground shaking is prevented. The SDCP/SRSP EIR concluded that the soil types and geologic conditions occurring within the SRSP area are suitable for the land uses proposed for the Sunridge East projects.

DISCUSSION OF IMPACTS

a)

(i) *Less than Significant Impact/Reviewed Under Previous Document.* The potential for impacts to public safety resulting from surface fault rupture, ground shaking, liquefaction or other seismic hazards is not considered to be an issue of significant environmental concern due to the infrequent seismic history of the area. This issue, along with the issues in items ii, iii, and iv, were previously discussed in the SDCP/SRSP EIR and were determined to be less than significant and did not require mitigation (SDCP/SRSP FEIR, pages 13.18-13.19). Therefore, this impact is considered *less than significant*.

(ii) *Less than Significant Impact/Reviewed Under Previous Document.* See response to a (i) above. The potential for strong seismic ground shaking is not a significant environmental concern due to the infrequent seismic activity of the area; however, any development would be required to comply with any seismic standards enforced by the UBC.

(iii) *Less than Significant Impact/Reviewed Under Previous Document.* See response to a (i) above. The soil types of the Sunridge East project sites consist of fine sandy loams, gravelly loams, Red-Bluff Redding complex and silt loams, which do not constitute a potential impact for ground failure or liquefaction.

(iv) *Less than Significant Impact/Reviewed Under Previous Document.* The project sites are characterized by flat terrain and gently sloping topography; as such, the site has very low potential for landslides.

b) *Less than Significant Impact/Reviewed Under Previous Document.* Grading activities associated with development of the projects would remove vegetative cover and would expose soils to wind and surface water runoff. The projects are subject to the Sacramento County Land Grading and Erosion Control Ordinance, which established administrative procedures, standards of review and enforcement procedures for controlling erosion, sedimentation, and disruption of existing drainage. This issue was addressed in the SDCP/SRSP FEIR (page 13.18); therefore, this impact is considered *less than significant*.

b) *Less than Significant Impact/Reviewed Under Previous Document.* The soil groups present on the project sites have high percentages of clay, which expand with wetting and drying conditions. These soils present a mild geologic hazard due to high-shrink swell potential. The projects are subject to standard construction requirements that mitigate this issue (SDCP/SRSP FEIR, page 13.19); therefore, this impact is considered *less than significant*.

d) *Less than Significant Impact/Reviewed Under Previous Document.* See c) above.

e) *No Impact.* The proposed projects would not use a septic tank system or other alternative wastewater systems. The projects would be served by the extension of Sacramento Regional County Sanitation District (SRCSD) facilities; therefore, there is no impact.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
VII. HAZARDS AND HAZARDOUS MATERIALS Would the projects:					
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	☐	☐	☒	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☒	☐	☐	☒
e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☒	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒	☒
g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐	☐

EXISTING SETTING

The initial Phase I Environmental Site Assessment was prepared for the entire SDCP/SRSP area by Wallace-Kuhl & Associates (dated 1997). The Assessment identified potential hazardous impacts

resulting from including but not limited to: the exposure to off-site groundwater contamination; exposure to residual agricultural chemicals; potential Kiefer Landfill impacts; exposure to toxic air emission sources; exposure to PCB's and radon; and the potential of exposure to asbestos during the construction period.

DISCUSSION OF IMPACTS

a) *Less than Significant Impact/Reviewed Under Previous Document.* This issue was reviewed in the SDCP/SRSP Master EIR for the Sunrise Douglas Community Plan and the SunRidge Specific Plan Areas (See Section 16. Hazardous Materials). The land uses proposed as part of the Sunridge East project sites consist of residential, parks, and landscape corridor lots, which are not associated with the use of large amounts of hazardous materials. In addition, the proposed land uses do not, generally, involve the routine transport of hazardous materials; therefore, implementation of the projects is expected to result in *less than significant* hazardous material transportation and disposal related impacts.

b) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* Construction activities would include the use of heavy equipment, which involves the use of oils, fuels and other potentially flammable substances that are typically associated with construction activities. In addition, as noted in the Master EIR, the Sunridge East project sites may contain PCB-containing transformers, underground storage tanks, and/or trash and other debris, which could pose a health and safety risk to people in the vicinity if PCB exposure occurs as a result of leakage or combustion, or if people come into contact with contaminated or hazardous materials associated with the storage tanks or illegally dumped debris (FEIR, pp. 16.16–16.20). The FEIR determined that these potentially significant impacts could be mitigated to a less than significant level through the imposition of mitigation measures requiring inspection and removal of these hazards (*Ibid.*).

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. This projects would not create any new or additional significant impacts arising from hazardous materials that were not already identified in the Master EIR; nor would they cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, Section 15178, subd. (c)(1).). Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the hazardous materials impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, Section 15183.) To ensure that the measures adopted by the Board are carried out at the project-specific level, the City is requiring the following mitigation measures, which are based on the requirements of measures TX-3, TX-6, TX-7, and TX-8 adopted by the Board for application to subsequent developments within the SDCP/SRSP planning areas. Implementation of these measures at a project-specific level will reduce the potentially significant impacts from hazardous materials to a less than significant level, as noted by the Master EIR (FEIR, pp. 16.16–16.20).

Mitigation Measures

The following mitigation measures (based on TX-3, TX-6, TX-7, and TX-8 of the SDCP/SRSP EIR) are revised to apply to the Sunridge East projects.

MM 7.1a The Sunridge East project applicants shall coordinate with SMUD to ensure that all transformers, which predate 1979/1980, are sampled and analyzed as

needed to determine the presence or absence of PCBs. All PCB-containing transformers shall be removed and replaced with PCB-free transformers.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMUD.*

MM 7.1b As development occurs, all debris, trash, refuse, and abandoned, discarded, and/or out-of-service items shall be removed from the Sunridge East project sites and disposed of or recycled off-site.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMAQMD.*

MM 7.1c If any underground storage tanks (UST) are discovered during construction activities, the UST shall be removed as required by the County Environmental Management Department (EMD), Hazardous Materials Division. In addition, groundwater and soil investigation for contamination and remediation in the tank vicinity shall be conducted if required by the EMD.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of Mitigation Measures MM 7.1a through 7.1c would reduce potential PCB, underground storage tanks, and/or trash and debris impacts to *less than significant*. No other significant risks of explosion or accidental release of hazardous substances are anticipated; therefore, this impact is considered *less than significant*.

c) *Less than Significant Impact/Reviewed Under Previous Document.* See SDCP/SRSP EIR, Section 16: Hazardous Materials and discussions a) and b) above. There are three elementary schools, one middle school, and one high school proposed in the SDCP/SRSP areas. However, development of the Sunridge East projects would not result in the release of acute hazardous materials adversely affecting these proposed school sites. Therefore, this impact is considered *less than significant*.

d) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* The proposed project sites are not listed as having past hazardous materials involvement. However, there is documented groundwater contamination within close proximity to the proposed projects area (SDCP/SRSP Final EIR, page 16.13). However, the use of on-site wells is not part of the Sunridge East projects. Instead, the projects propose to obtain potable water from an off-site well field [known as the North Vineyard Well Field (NVWF)] located approximately 5 miles southwest of the SDCP/SRSP project area, ultimately to be combined with surface water supplies as part of the planned Zone 40 conjunctive use system (SDCP/SRSP Final EIR, page 16.14). The California Department of Health Services believes that the NVWF will provide a guaranteed supply of drinking water for the indefinite future. Therefore, the potential for exposure to groundwater contamination is considered to be less than significant.

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant impacts arising from hazardous groundwater contaminants that were not already identified in the Master EIR; nor would it cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, Section 15178, subd. (c)(1).) Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the groundwater contamination impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, Section 15183.) To ensure that the measures adopted by the Board are carried out at the project-specific level, the City is requiring the following mitigation measure, which is based on the requirements of measure TX-5, adopted by the Board for application to subsequent developments within the SDCP/SRSP planning areas. Implementation of this measure at a project-specific level will reduce the potentially significant impacts from hazardous materials to a less than significant level, as noted by the Master EIR (FEIR, pp. 16.18).

Mitigation Measures

The following mitigation measure (based on TX-5 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 7.2 As development occurs, each site shall be specifically inspected for water supply wells, septic tanks, leach lines, and cisterns. All water supply wells shall be properly destroyed via the well abandonment procedures of the County Environmental Health Division. Septic tanks, leach lines, and cisterns shall be located, removed, and backfilled in accordance with the recommendations of a qualified geotechnical engineer.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of Mitigation Measure MM 7.2 would reduce any other potential public and environment impacts resulting from these sites to *less than significant*.

e) *Less than Significant Impact/Reviewed Under Previous Document.* The project sites are not located within the Comprehensive Land Use Planning (CLUP) area of the Sacramento Mather Airport, but are within two miles of the facility. Implementation of the projects would not adversely affect operations of this facility and is not anticipated to result in safety-related hazards or adverse impacts to people residing or working on the project sites. Therefore, this impact is considered less than significant (SDCP/SRSP Final EIR, page 4.29).

f) *No Impact.* The project area is not located within the vicinity of a private airstrip. Therefore, *no impacts* are anticipated.

g) *Less than Significant Impact/Reviewed Under Previous Document.* Implementation of the proposed project would not conflict with the *Sacramento County Multi-hazard Disaster Plan, the Sacramento County Area Plan* or any other adopted emergency response or evacuation plan. Therefore, this impact is considered *less than significant*.

h) *Less Than Significant Impact/Reviewed Under Previous Document.* The project sites are not adjacent to wildlands and are in an area designated for urbanized land uses.

Additionally, implementation of the projects would not place residences or structures where they are intermixed with wildlands. Therefore, this impact is considered *less than significant* and does not require mitigation.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
VIII. HYDROLOGY AND WATER QUALITY. Would the projects have the potential to:					
a) Violate any water quality standards or waste discharge requirements?	☐	☒	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion, siltation, and or environmental harm on- or off-site?	☐	☒	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff during construction and after construction in a manner that would result in flooding on- or off-site?	☐	☐	☒	☐	☒
e) Potential for discharge of storm water from material storage areas, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas or loading docks, or other outdoor work areas?	☐	☐	☒	☐	☒
f) Potential for discharge of storm water to impair the beneficial uses of the receiving waters or areas that provide water quality benefit?	☐	☐	☒	☐	☒
g) Potential for the discharge of storm water to cause significant harm on the biological integrity of the waterways and water bodies?	☐	☐	☒	☐	☒
h) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐	☒
i) Otherwise substantially degrade water quality?	☐	☐	☒	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
j) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☒	☐	☒
k) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	☐	☐	☒	☐	☒
l) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of a failure of a levee or dam?	☐	☐	☒	☐	☒
m) Inundation by seiche, tsunami or mudflow?	☐	☐	☐	☒	☒

DISCUSSION OF IMPACTS

a) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* Water quality standards and waste discharge requirements were addressed in the SDCP/SRSP EIR (See, generally, FEIR, section 9). The Master EIR for the SDCP/SRSP area determined that the Specific Plan has the potential to result in significant short-term surface water quality impacts during the construction period and long-term water quality impacts due to urban runoff and accumulated pollutants after development (FEIR, pp. 1.15, 9.12; Findings, p. 78). As expected in the FEIR, construction of the proposed projects would create new sources of urban runoff (FEIR, pp. 9.12–9.13). Unless the runoff is controlled, it would generate new runoff pollutants such as oil, gasoline, and other chemicals with potentially adverse impacts on water quality. The FEIR concluded that, through the use of water quality control basins proposed in the SDCP/SRSP Master Drainage Plan, combined with flood control detention facilities, compliance with a Stormwater Pollution Prevention Plan ("SWPPP") and applicable County ordinances and State requirements, such impacts would be reduced to a less than significant level (*Ibid.*). A SWPPP will also be required for the Sunridge East projects to address site-specific erosion control and water quality issues after construction. Because the County Land Grading and erosion Control Ordinance and State requirements already apply to the project, no further mitigation for water quality impacts is necessary (FEIR, p. 9.13).

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant water quality or waste discharge impacts that were not already identified in the Master EIR; nor would it cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, Section 15178, subd. (c)(1).) Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the water quality impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, Section 15183.) To ensure that the measures adopted by the Board are carried out at the project-specific level, the City is requiring the following mitigation measure, which is based on the requirements of measure HY-3, adopted by the Board for application to subsequent developments within the SDCP/SRSP

planning areas. Implementation of this measure at a project-specific level will reduce the potentially significant water quality impacts to a less than significant level, as noted by the Master EIR (FEIR, pp. 9.13).

Mitigation Measures

The following mitigation measure (based on HY-3 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 8.1 The Sunridge East project applicants shall provide storm water quality source and treatment measures consistent with Volume 5 of the Sacramento County Drainage Manual. The final design of such and treatment control measures shall be subject to the approval of the Sacramento County WRD.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning and Public Works Departments and the Sacramento County Water Resources Department .*

Implementation of Mitigation Measure MM 8.1 would reduce potential water quality standards and waste discharge requirements impacts to *less than significant.*

b) *Less than Significant Impact/Reviewed Under Previous Document.* The water supply plan's potential impacts on area groundwater levels were extensively examined in the Master EIR (See FEIR, pp. 7.35–7.56). The Board ultimately concluded that all such impacts would be mitigated to a less than significant level (Findings, pp. 60-70).

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant groundwater supply impacts that were not already identified in the Master EIR; nor would it cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, § 15178, subd. (c)(1).) Furthermore, because this project is substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the groundwater impacts at issue have been previously disclosed and are not peculiar to the project or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, § 15183.) Developments subsequent to the approval of the SDCP/SRSP within the SDCP/SRSP planning areas are subject to mitigation measures demonstrating the acquisition of adequate surface supplies has been achieved and that groundwater levels will not be adversely impacted (Findings, pp. 60-70). Implementation of these measures at a project-specific level will reduce the potentially significant groundwater impacts to a less than significant level, as noted by the Master EIR (*Ibid.*).

c) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* As noted for the larger SDCP/SRSP project, conversion of approximately 620 acres of agricultural lands to suburban development will substantially alter the existing drainage pattern of the site (FEIR, p. 9.11). Buildout under the SDCP/SRSP such as the proposed Sunridge East projects would increase drainage rates that could result in flooding and erosion (*Ibid.*). The Master EIR and the Board determined that drainage and detention facilities that ensure post-development peak flows are reduced to at least pre-development levels will mitigate potential drainage and flooding impacts to a less than significant level (FEIR, p. 9.11; Findings, pp. 76-77). The Board imposed mitigation measures requiring the facilities outlined in the SDCP/SRSP Master Drainage Plan be constructed as

development within the planning area occurs (Findings, pp. 77-80 (mitigation measures HY-2, HY-4, HY-5). No additional on- or off-site siltation or erosion impacts are anticipated beyond those previously identified in the SDCP/SRSP EIR.

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant drainage impacts that were not already identified in the Master EIR; nor would they cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, Section 15178, subd. (c)(1).). Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the drainage impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, Section 15183.) To ensure that the measures adopted by the Board are carried out at the project-specific level, the City is requiring the following mitigation measures, which are based on the requirements of measures HY-2, HY-4, and HY-5, adopted by the Board for application to subsequent developments within the SDCP/SRSP planning areas (Findings, pp. 76-80). Implementation of these measures at a project-specific level will reduce the potentially significant drainage impacts to a less than significant level, as noted by the Master EIR (FEIR, p. 9.14).

Mitigation Measures

The following mitigation measures (based on HY-2, HY-4, and HY-5 of the SDCP/SRSP EIR) are revised to apply to the Sunridge East projects.

MM 8.2a The Sunridge East projects shall impement the improvements described in the "Final Master Drainage Study for the Sunrise Douglas Community Plan Area" (Final MDS) (Spink Corporation, October 16, 1998) as amended by the "Amendment to the Final Master Drainage Study, Sunrise Community Plan Area " (Amendment (MHM Engineers & Surveyors, October 19, 2001. Such improvements shall be designed to ensure that post-development peak (100-year) flows do not exceed existing peak flows to the satisfaction of the County Water Resources Division (WRD). Construction of the improvements may be phased as described in the Final MDS and subject to the approval of the WRD, so long as the project proponent(s) provide hydrologic/hydraulic analyses which demonstrate that the phased improvements will reduce peak flows or at least pre-development of the two Folsom South Canal overchutes at Lower Morrison Creek to the satisfaction of the WRD.

- Detailed plans for the design and construction of all proposed drainage, flood control and water quality improvements, consistent with the Final MDS and Amendment, shall be submitted to the County WRD for review and approval.

- Plans for the design and construction of any joint-use park/detention facilities shall also be subject to the approval of the Cordova Parks and Recreation District.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and the Sacramento County Department of Water Resources.*

MM 8.2b Implementation of the improvements described in the "Final Master Drainage Study for the Sunrise Douglas Community Plan Area " (Final MDS) (Spink Corporation, October 16, 1998) as amended by the "Amendment to the Final Master Drainage Study, Sunrise Community Plan Area " (Amendment (MHM Engineers & Surveyors, October 19, 2001 shall not occur until the following items have been submitted to the City of Rancho Cordova for review and approval:

- A wetland delineation for the improvement area verified by the U.S. Army Corps of Engineers.
- A detailed mitigation plan for wetlands to be impacted by the proposed improvements which specifically describes the measures which will be implemented to achieve no net loss in wetland habitat acreage and values.
- Determinate surveys of the improvement area for potentially occurring special status species.
- A detailed mitigation plan developed in cooperation with the regulatory resources agencies. (US Army Corps of Engineers, US Fish and Wildlife Service and California Department of Fish and Game) which is designed to reduce impacts of the proposed improvements on any special status species identified in the determinate surveys to a less than significant level.
- A vegetation/tree survey for the improvement area, which identifies any existing marsh and riparian habitat.
- A detailed vegetation/tree replacement planting plan which describes the planting/relocation measures to be implemented to provide in-kind replacement plantings on an inch-for-inch basis for any riparian and marsh habitat which will be impacted by the proposed improvements.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department, USFWS, US Army Corps of Engineers, and CDFG.*

MM 8.2c Construction of the Final MDS and Amendment improvements shall not occur until all necessary permits and/or agreements for the proposed improvements have been obtained from the US Army Corps of Engineers, US Fish and Wildlife Service and California Department of Fish and Game.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department USFWS, US Army Corps of Engineers, and CDFG.*

Implementation of Mitigation Measures MM 8.2a through 8.2c would reduce the projects' potential water quality standards and waste discharge requirement impacts to *less than significant.*

d) *Less than Significant Impact/Reviewed Under Previous Document.* See SDCP/SRSP EIR Chapter 9 Drainage and Hydrology and discussions c) above.

e-g) *Less Than Significant impact/Reviewed Under Previous Document.* See discussions a) through d) above.

h) *Less Than Significant Impact/Reviewed Under Previous Document.* See discussion a) above.

i) *Less Than Significant Impact Reviewed Under Previous Document.* The projects would not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, provided that improvements are constructed as required by the Water Resources Division. Because this projects would involve a land disturbance of more than five acres, the Regional Water Quality Control Board would require a Construction Activity Storm Water General Permit. Therefore, this impact is considered *less than significant.*

j) *Less Than Significant Impact Reviewed Under Previous Document.* According to the flood hazard and insurance rate maps, the entire project sites are located outside the 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map; therefore, this impact is considered *less than significant.*

k) Less *Than Significant Impact Reviewed Under Previous Document.* See discussion a) above.

l) *Less Than Significant Impact Reviewed Under Previous Document.* See discussion a) above.

m) *No Impact.* The project sites are not located near the Pacific Ocean, nor is it near a large water body that would be capable of creating a seiches or tsunami.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
IX. LAND USE AND PLANNING	Would the projects:				
a) Physically divide an established community?	☐	☐	☒	☐	☒
b) Conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☒	☐	☒

DISCUSSION OF IMPACTS

a) *Less than Significant Impact/Reviewed Under Previous Document.* The SDCP area is currently undeveloped and is surrounded by limited development; as such, the projects would not divide an established community. The Master Plan EIR identified nine residential clusters or community "villages" for the SDCP area, which included land use allocations for the SDCP/SRSP areas. These allocations included, but were not limited to, residential densities, public service acreage, and commercial square footage. Land use related impacts for the Community Plan and SunRidge Specific Plan areas were evaluated in the previous Master EIR (SDCP/SRSP Final EIR, page 4.28). Implementation of the Sunridge East projects would not result in any additional land use impacts than those identified in previous documents; therefore, this impact is considered *less than significant.*

b) *Less than Significant Impact/Reviewed Under Previous Document.* See SDCP/SRSP EIR, Section 4: Land Use and a) above. The Board found that the land use designations contained within the SDCP/SRSP project were not inconsistent with the County's General Plan, and that, as a result, this project did not cause any significant impacts with respect to General Plan consistency (SDCP/SRSP Findings, p. 31). The Sunridge East projects propose land uses that are substantially consistent with the Community Plan and Specific Plan designations for these areas (See FEIR, pp. 4.15a–4.17b)(See **Figure 3**). Although the proposed designations vary slightly from the specific plan, the proposed designations are environmentally less intrusive. This is due in large part to the to the large 155 acre wetland preserve that is part of the proposed projects. Development of the Sunridge East projects would not result in any new or significant additional land use impacts beyond those identified in the Master EIR. Therefore, this impact is considered *less than significant.*

c) *Less than Significant Impact/Reviewed Under Previous Document.* Currently, there is no adopted Habitat Conservation Plan (HCP) in Sacramento County; therefore, *less than significant* impacts are expected.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
X. MINERAL RESOURCES Would the projects:					
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☒	☐	☒

DISCUSSION OF IMPACTS

a) *Less Than Significant Impact/Reviewed Under Previous Document.* The project sites are not identified by the California Division of Mines and Geology or in the Sacramento County General Plan as a high quality resource area. Additionally, planned growth and development in the area will preclude the mining and recovery of potential mineral resources (such as aggregates) in the project area. Therefore, this impact is considered *less than significant.*

b) *Less than Significant Impact/Reviewed Under Previous Document.* The Sacramento County General Plan does not designate the site as located in a mineral resource zone. This was previously addressed in the SDCP/SRSP FEIR (page 13.19) and the impact is considered *less than significant.*

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
XI. NOISE. Would the projects result in:					
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies?	☐	☐	☒	☐	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐	☒
e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒	☐

EXISTING SETTING

Motor vehicle traffic is the major existing noise source in the SDCP/SRSP area. Major mobile sources include the vehicular traffic along Sunrise Boulevard, Douglas Road, Grant Line Road, Jackson Highway, and Kiefer Boulevard and daily aircraft noise from nearby Matherfield. Stationary sources of noise in the vicinity of the project area include the Cordova Shooting Center, the Kiefer Road Landfill, the Sacramento Rendering Company, American River Aggregates and Asphalt, and the Douglas Security Park.

DISCUSSION OF IMPACTS

a) *Less than Significant Impact/Reviewed Under Previous Document.* The SDCP/SRSP Master EIR evaluated noise impacts associated with development of the Community Plan and Specific Plan areas (FEIR, pp. 12.15–12.16). The Master EIR determined that the impacts of traffic noise, proposed commercial, business/professional and school uses were significant, but in most cases, mitigable to a less-than-significant level through the implementation of mitigation measures requiring acoustical analysis and the development of noise

attenuation measures as future projects within the SDCP/SRSP areas are proposed (*Ibid.*; Findings, pp. 111-114). As predicted in the Master EIR, the Sunridge East projects may place residential and other land uses in close proximity to roadways, which may result in traffic noise in excess of established Sacramento County General Plan and Noise Ordinance Standards (FEIR, pp. 12.15–12.16). This project, however, is subject to the mitigation measures adopted by the County for these impacts. Therefore, this impact will be mitigated to a less than significant level.

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant noise impacts that were not already identified in the Master EIR; nor would it cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, Section 15178, subd. (c)(1).) Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the noise impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, Section 15183.) Implementation of the previously adopted SDCP/SRSP mitigation measures NS-5 and NS-6 at a project-specific level will reduce the potentially significant noise impacts to a less than significant level, as noted by the Master EIR (FEIR, pp. 12.15–12.16; Findings, pp. 111-114).

b) *Less than Significant Impact/Reviewed Under Previous Document.* Implementation of the Sunridge East projects would not generate excessive groundbourne vibration or groundbourne noise sources. Construction activities would temporarily increase groundbourne related impacts; however, standard Sacramento County Noise Ordinance requirements would reduce this impact to *less than significant.*

c) *Less Than Significant Impact With Mitigation Incorporated/Reviewed Under Previous Document.* See a) above. In addition, implementation of the projects would substantially increase traffic volumes and result in changes in traffic noise levels adjacent to roadways in the vicinity of the projects. However, it should be noted that the proposed projects' land uses would result in less traffic noise than the plan evaluated in the SDCP/SRSP EIR due to the elimination of 415 units. The projects would also result in additional stationary noise sources from the proposed park and recreational uses. To reduce potential noise impacts from these sources, the projects will incorporate the use of setbacks, barriers and various site designs to help shield noise sensitive areas (i.e., residential areas, school sites, and parks). The projects would not result in any permanent noise increases than those identified in the SDCP/SRSP EIR.

Mitigation Measures

The following mitigation measure (based on NS-5 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 11.1 The Sunridge East noise-sensitive land uses proposed for development within the future 60 dB Ldn traffic noise contour shall be required to prepare an acoustical analysis, and to implement identified noise attenuation measures necessary to ensure compliance with the noise standards of the County General Plan Noise Element.

Timing/Implementation: *Prior to improvement plan approval.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of Mitigation Measure MM 11.1 would ensure compliance with Sacramento County noise standards and reduce future ambient noise levels to *less than significant.*

d) *Potentially Significant Impact/Reviewed Under Previous Document.* Implementation of the projects would involve the transport and use of heavy equipment. The use of heavy equipment and other construction activities would temporarily increase the ambient noise levels in project's vicinity above existing levels. However, these increases would be periodic and subject to Sacramento County Noise Ordinance regarding construction activities.

The following mitigation measure (based on LA-1 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 11.2 The Sunridge East projects shall include standard mechanisms for mitigation of construction related nuisances including, restrictions on the hours of construction activities, restrictions on noise levels associated with construction equipment, watering and/or other dust control at all construction sites, City approval of proposed construction storage and staging areas (including employee parking). The project applicants shall continuously post visible signage providing a name, address, and 24-hour phone for information and/or complaints regarding the construction activities. This may be a City number if applicable.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of Mitigation Measure MM 11.2 would reduce the projects' potential temporary noise impacts to *less than significant.*

e) *Less than Significant Impact/Reviewed Under Previous Document.* The Sunridge East project sites are not located within the Comprehensive Land Use Plan Area (CLUP) of the Sacramento Mather Airport, which is approximately 2 miles west of the proposed project sites. Although, the projects are within two miles of the airport, no adverse or excessive noise impacts are anticipated at the proposed sites from operation of this facility. Therefore, this impact is considered *less than significant.*

f) *No Impact.* There are no private airstrips within the vicinity of the proposed project sites; thus, *no impacts* would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
XII. POPULATION AND HOUSING	Would the projects:				
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☒	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒	☐
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒	☐

DISCUSSION OF IMPACTS

a) *Less Than Significant Impact/Reviewed Under Previous Document.* As noted in the Master EIR, buildout of the SDCP area could result in the construction of approximately 22,503 residential units, commercial/business/professional land uses and school and park sites (FEIR, p. 3.5). The project sites are located within the SDCP and SRSP areas, which were designated in the Sacramento County General Plan as an Urban Growth Area (FEIR, p. 4.33). Potential impacts relating to population and housing were globally addressed in the General Plan EIR (*Ibid.*).

The Sunridge East projects are subsequent projects within the scope of activities and land uses studied in the SDCP/SRSP Master EIR. These projects would not create any new or additional significant growth inducement impacts that were not already identified in the Master EIR; nor would they cause any impacts peculiar to the projects or parcels. (See CEQA Guidelines, Section 15178, subd. (c)(1).) Furthermore, because these projects are substantially consistent with the land use designations set forth in the Community Plan and Specific Plan, and because the growth-inducing impacts at issue have been previously disclosed and are not peculiar to the projects or parcels, such impacts are not subject to CEQA. (CEQA Guidelines, Section 15183.) Therefore, the proposed projects growth inducement impacts are considered *less than significant.*

b) *No Impact.* The proposed projects will provide approximately 2,627 residential units on land that currently has two rural residences. Therefore, there would be no significant displacement of existing housing and no need for the construction of replacement housing elsewhere.

c) *No Impact.* See b) above.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
XIII. **PUBLIC SERVICES** Would the projects result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:					
a) Fire protection?	☐	☒	☐	☐	☒
b) Police protection?	☐	☒	☐	☐	☒
c) Schools?	☐	☐	☒	☐	☒
d) Parks?	☐	☐	☒	☐	☒
e) Other public facilities?	☐	☒	☐	☐	☒

DISCUSSION OF IMPACTS

a) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* The SDCP/SRSP projects' effects on fire protection were studied in the Master EIR and mitigation measures were incorporated that reduce the level of potential impact to less than significant. The Sacramento Metro Fire District indicated that one or two more fire stations would be needed to accommodate the proposed growth within the SRSP area. During the projects' development, the primary calls for fire service will most likely be for emergency medical responses. The proposed projects are subject to modern fire codes, which would decrease the likeliness of structure related fire responses.

Mitigation Measure

The following mitigation measure (based on PS-5 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 13.1 The project applicants shall pay the Sacramento Metropolitan Fire District's building permit fee.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMFD.*

Implementation of the Mitigation Measure MM 13.1 would fully mitigate the proposed projects' potential impacts on fire protection services to *less than significant*.

b) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* The Sacramento County Sheriff's Department will provide law enforcement services to the Sunridge East project sites. The SDCP/SRSP project's effects on law enforcement were studied in the Master EIR and mitigation measures were incorporated which reduce the level of potential impact to less than significant. The Sheriff's Department reviewed the SDCP/SRSP projects and identified various design features, which can be included in future

development proposals to minimize the demand for law enforcement services (SDCP/SRSP EIR, page 6.16).

Mitigation Measure

The following mitigation measure (based on PS-6 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 13.2 The project applicants shall consult with the City of Rancho Cordova Police Department and implement crime prevention/safety development design measures to the maximum extent feasible.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of the Mitigation Measure MM 13.2 would mitigate the projects' potential impacts on law enforcement services to *less than significant.*

c) *Less than Significant Impact/Reviewed Under Previous Document.* Construction of the proposed residential units would generate students for schools. However, the SDCP/SRSP FEIR states, "The public Facilities Financing Plan for the Specific Plan area indicates that funding of needed school facilities will occur through the payment of Elk Grove and Folsom Cordova school impact fees, through participation in the Elk Grove School District's Mello Roos CFD, and though the State School Building Program. By contributing towards the costs of school facilities as outlined in the proposed Financing Plan, and by designating an adequate number of sites for new school construction, Sunrise Douglas Plan area development will have a less than significant impact on school facilities". Specifically, the proposed projects would also have a less than significant impact on school facilities.

d) *Less than Significant Impact/Reviewed Under Previous Document.* Construction of the residential units would generate the need for additional parkland. The projects propose the construction of approximately 53 acres of park uses to serve the residential units. Park uses proposed by the Sunridge East projects are far greater in size than proposed in the SDCP/SRSP FEIR (SDCP/SRSP FEIR, page 4.15a). This is considered a *less than significant* impact to park resources.

e) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* See SDCP/SRSP EIR Section 6: Public Services and a) through d) above. Three new electrical substations will be needed to serve the SRSP area. It is important to note that SMUD has indicated the need for a substation on or near the proposed project sites. However, the specific location of the substation has yet to be determined. If a substation were to be placed on the Sunridge East sites, the impacts of this substation would have to be analyzed under a separate environmental document. Natural gas, telephone, and cable infrastructure will also be extended to serve the proposed land uses within the SRSP area. The SDCP/SRSP projects' effects on electrical, natural gas, and cable service were studied in the Master EIR and mitigation measures were incorporated that reduce the level of potential impact to less than significant.

Mitigation Measures

The following mitigation measures (based on PS-1, PS-2, PS-3, and PS-8 of the SDCP/SRSP EIR) are revised to apply to the Sunridge East projects.

MM 13.3a The Sunridge East project applicant(s) shall address and resolve project-related electrical facility issues through close coordination with SMUD in project planning and development. The applicant(s) shall grant all necessary right-of-way for installation of electrical facilities. Coordination with SMUD shall occur and any required agreements shall be established prior to final map recordation for the project.

Timing/Implementation: *Prior to recordation of final map.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMUD.*

MM 13.3b To promote the safe and reliable maintenance and operation of utility facilities, the California Public Utilities Commission (PUC) has mandated specific clearance requirements between facilities and surrounding objects or construction activities. To ensure compliance with these standards, the Sunridge East project applicant(s) shall coordinate with PG&E early in the development of their plans. Any proposed development plans shall provide unrestricted utility access and prevent easement encroachments that might impair the safe and reliable maintenance of operations of PG&E's facilities.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and PG&E.*

MM 13.3c The residential design of the Sunridge East project shall adhere to the SMUD Energy Efficiency/Load Management Measures for Residential New Construction.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and SMUD.*

MM 13.3d The Sunridge East project applicants shall address and resolve issues related to the provision of telephone and cable television services within the project areas through close coordination with the applicable service provider during project planning and development.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of Mitigation Measures MM 13.3a through 13.3d would reduce potential natural gas, electrical service, phone, and cable impacts to *less than significant.*

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
XIV. RECREATION:					
a) Would the projects increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐	☒
b) Does the projects include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☒	☐	☒

DISCUSSION OF IMPACTS

a) *Less than Significant Impact/Reviewed Under Previous Document.* See XIII. Public Services d) above. The Sunridge East projects would include approximately 53 acres of park uses, which is far greater than was evaluated in the SDCP/SRST EIR. Therefore, this impact is considered *less than significant.*

b) *Less than Significant Impact/Reviewed Under Previous Document.* See a) above. The potential environmental impacts of park construction and provision were addressed in the appropriate technical sections of the SDCP/SRSP EIR. The construction of proposed park uses would not result in additional environmental impacts than those identified in the EIR; therefore, this impact is considered *less than significant.*

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
XV. TRANSPORTATION/TRAFFIC Would the projects:					
a) Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?	☐	☒	☐	☐	☒
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☒	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒	☐
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐	☒
e) Result in inadequate emergency access?	☐	☐	☒	☐	☒
f) Result in inadequate parking capacity?	☐	☐	☒	☐	☒
g) Conflict with adopted policies, plans or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☒	☐	☒

EXISTING SETTING

The Traffic and Circulation section of the SDCP/SRSP Master EIR assessed the potential traffic-related impacts resulting from buildout under the SRSP (FEIR, section 10). The analysis examined the project-specific and cumulative effects on the Specific Plan area's roadways, intersections, freeway operations, and proposed transit and bikeway facilities (FEIR, pp. 10.17–10.36). Implementation of the SRSP would increase A.M. and P.M. peak hour and daily vehicle trips over existing conditions (FEIR, p. 10.17). The SDCP/SRSP EIR identified thirty-one (31) traffic and circulation mitigation measures, most of which the Board subsequently adopted (Findings, pp. 80-98).

DISCUSSION OF IMPACTS

a) *Less Than Significant With Mitigation Incorporated /Reviewed Under Previous Document.* Traffic and Circulation issues were globally addressed in the SDCP/SRSP EIR (see Section 10: Traffic and Circulation). The SDCP/SRSP EIR indicated that a significant number of trips would be generated by implementation of the SRSP under existing plus project conditions. Buildout under the SRSP is projected to generate approximately 152,400 daily vehicle trips – 10,155 during the A.M. peak hour and 15,830 during the P.M. peak hour.

A project specific traffic analysis was conducted by Fehr and Peers, dated December 10, 2004 (See **Appendix A**). This analysis was conducted to compare the projects under the SDCP/SRSP, with the currently proposed projects, which vary slightly with the Specific Plan. The analysis concludes that a third access point from the project site to Grant Line Road is not necessary for adequate access to the sites, however; this third access point is being included as part of the proposed project.

Using the same methodology and ITE manual, Fehr and Peers calculated that the proposed projects would produce 3,273 trips during the PM peak hour. This is 88 trips less during the PM peak hour than would occur under the Specific Plan. This is due in large part to the increase in park uses, and the expanded wetland preserve proposed by the Sunridge East projects. However, the Sunridge East projects would increase the number of vehicle trips, the volume-to-capacity ratio on roads, and congestion at intersections over existing conditions. The project applicants are responsible for their fair share of improvements identified in the SDCP/SRSP EIR (Mitigation Measures *TC-1 through TC-7* and *TC-9 through TC-31*), which would mitigate the projects' traffic related impacts to the furthest extent possible.

Mitigation Measures

The following mitigation measures (based on TC-1 through TC-31 of the SDCP/SRSP EIR) are revised to apply to the Sunridge East projects.

MM 15.1 The Sunridge East projects shall participate in fair share funding for freeway, transit, and rail improvements identified in the SDCP/SRSP EIR in Mitigation Measures TC-1 through TC-7 and TC-9 throughTC-31. Payment of the specific plan roadway fee and or the citywide transportation impact fee satisfies the fair share funding obligation for transportation facilities. However, payment of the fees does not release any other existing specific plan condition with respect to recording of final maps based on thresholds relating to construction of the listed priority projects.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and Public Works Department.*

Implementation of Mitigation Measure MM 15.1 would reduce the projects' impacts on volume-to-capacity ratio and congestion at intersections to *less than significant.*

b) *Less Than Significant With Mitigation Incorporated /Reviewed Under Previous Document.* See a) above. The cumulative traffic related impacts of buildout under the Specific Plan were addressed in the Master EIR, which indicated that the cumulative conditions in the SRSP area would exacerbate unacceptable conditions at some roadways bordering the SRSP. The Sunridge East projects propose less severe traffic impacts than those previously analyzed in the Master EIR, with no new impacts identified. However, mitigation is necessary to insure a less than significant impact to cumulative traffic conditions.

Mitigation Measures

The following mitigation measure (based on TC-20 of the SDCP/SRSP EIR) is revised to apply to the Sunridge East projects.

MM 15.2 The Sunridge East project applicants shall participate in their fair share of traffic calming measures required along Sunrise Boulevard (i.e., signal timing, striping, and left turn restriction). Payment of the specific plan roadway fee and or the citywide transportation impact fee satisfies the fair share funding obligation for transportation facilities. However, payment of the fees does not release any other existing specific plan condition with respect to recording of final maps based on thresholds relating to construction of the listed priority projects.

Timing/Implementation: *Prior to issuance of building permits.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department.*

Implementation of Mitigation Measure MM 15.2 would reduce the projects' cumulative impacts on area roadways to *less than significant*.

c) *No Impact/Reviewed Under Previous Document.* The proposed projects do not involve any aviation-related uses but is located within two-miles of the Sacramento Mather Airport. The project sites are not located within the airport safety zones or within the approach and departure paths for aircraft using the airport and *no impacts* are anticipated.

d) *Less than Significant Impact/Reviewed Under Previous Document.* The proposed roadway system for the Sunridge East projects would be designed consistent with Sacramento County Department of Transportation Engineering standards and the approved SRSP; therefore, this impact is considered *less than significant*.

e) *Less than Significant Impact/Reviewed Under Previous Document.* The SDCP/SRSP identified roadway improvements, which will ensure adequate emergency access to the Sunridge East project sites; therefore, *less than significant* impacts are anticipated.

f) *Less than Significant Impact/Reviewed Under Previous Document.* The SDCP/SRSP EIR indicated that all development projects within the SRSP area are subject to parking requirements established in the Sacramento County Zoning Code for the proposed land uses. In addition, the SDCP/SRSP EIR (page 10.36) indicated that parking related impacts are considered *less than significant* and no mitigation measures are necessary.

g) *Less than Significant Impact/Reviewed Under Previous Document.* The SDCP/SRDP EIR evaluated alternative transportation modes for the SunRidge Specific Plan area. The projects will incorporate pedestrian pathways and bikeways and the routing of the collector streets will provide bikeway and pedestrian connections to regional bikeway systems and regional transit. SRSP preliminary conceptual transit routes are proposed along Douglas Road and Pyramid Road. In addition, the bikeways will meet the standards set forth in the 2010 Sacramento City/County Bikeway Master Plan (SRSP page 4-7). The projects would not conflict with the provision of alternative modes of transportation; therefore, *less than significant* impacts are anticipated.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
XVI. UTILITIES AND SERVICE SYSTEMS	Would the projects:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☒	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☒	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐	☒
e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	☐	☐	☒	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐	☒
g) Comply with federal, state and local statutes and regulations related to solid waste?	☐	☐	☒	☐	☒

EXISTING SETTING

As previously discussed in the Project Description above, the SDCP/SRSP and its accompanying Environmental Impact Report specify anticipated residential, commercial and institutional land uses, and the needed infrastructure and financing systems to support an anticipated 22,503 dwelling units. The mitigation measures proposed in the SDCP/SRSP Master EIR and adopted by the Board of Supervisors outline the processes by which new systems and conveyances must be designed, approved, and implemented within the SDCP and SRSP areas. There were no additional utility or service systems impacts identified for the Sunridge East projects that are greater than those already acknowledged in the Master EIR and SDCP/SRSP – CEQA Findings of Fact and Statement of Overriding Considerations, adopted by the Board in July 2002.

DISCUSSION OF IMPACTS

a) *Less than Significant Impact/Reviewed Under Previous Document.* Wastewater treatment issues were addressed in the SDCP/SRSP EIR (see Section 8: Sewer Service). No wastewater treatment impacts were identified in the EIR that conflicted with applicable Central Valley Regional Water Quality Control Board (CVRWQCB) requirements or standards. Interim sewer outfall will be needed to serve the projects due to the timing of construction of the proposed CSD-1 Mather and Laguna Interceptors. Temporary facilities include a pump station (located approximately 4,000 feet south of Douglas Road and 1,200 feet east of Sunrise Boulevard) with an ultimate capacity of approximately 5.75 (mgd), serving approximately 8,000 dwelling units. The wastewater from the Sunridge East projects would be pumped via an 18-inch 36,000-foot force main to the Bradshaw Interceptor at Bradshaw Road and Jackson Highway. The 18-inch force main has a capacity of approximately 9.0 mgd at a velocity of 8 fps; therefore, the proposed facilities (interim and long-term) would fully accommodate the sewer flows anticipated from the proposed developments, which includes buildout of the SRSP area (SDCP/SRSP EIR, page 8.6); therefore, this impact is considered *less than significant.*

b) *Less Than Significant With Mitigation Incorporated/Reviewed Under Previous Document.* The potential environmental impacts associated with providing new wastewater and water facilities were globally addressed in the SDCP/SRSP EIR (See Section 7: Water Supply and Section 8: Sewer Service). Although, there is presently no public sewer or water infrastructure available for the proposed projects, Sacramento Regional County Sanitation District (SRCSD) and County Sanitation District-1 (CSD-1) planned facilities and interceptor construction will provide sufficient capacity to accommodate SRSP buildout sewer flows (see a) above and the SDCP/SRSP EIR, page 8.6). The water supply plan for the SRSP area and the Sunridge East projects include the construction of water supply facilities in phases according to increases in water demand. The water supply plan includes construction of the Excelsior Groundwater Treatment Plant, formerly known as the North Vineyard Well Field (NVWF), located near the intersection Florin and Excelsior Roads to extract groundwater from the basin underlying Zone 40. The "initial phase" would include construction of water supply facilities with sufficient capacity to deliver up to approximately 2,265 acre-feet per year, with a maximum day flow rate of approximately 4.0 mgd. Groundwater extraction and treatment, pumping and pipeline conveyance, and water storage facilities would be constructed during the "initial phase." Subsequent phases include expansion of "initial phase" facilities to deliver an additional 3,262 acre-feet year and a maximum flow rate of approximately 10.0 mgd. Groundwater extraction and treatment, pumping and pipeline conveyance, and water storage facilities would also be expanded during these subsequent phases. All water supply facilities for the SRSP, including the Sunridge East projects, will be integrated with the planned Zone 40 surface and groundwater conjunctive use program described in the *Water Forum Plan* (WFP). For a discussion on potential water service impacts, see d) below. The Sunridge East projects will be required to construct the necessary wastewater and water infrastructure facilities to accommodate the proposed land uses. Additionally, project sites were identified for urban growth and planned for urban utility services to fully accommodate the projected sewer flows.

The following mitigation measures (based on SE-1, SE-4, and WS-1 of the SDCP/SRSP EIR) are revised to apply to the Sunridge East projects.

Mitigation Measures

MM 16.1a Prior to the submittal of improvement plans for the Sunridge East projects; the project applicants shall provide a detailed sewer design report, which addresses all necessary on-site and off-site facilities to the City of Rancho Cordova Department of Public Works for review and approval.

Timing/Implementation: *Prior to issuance of improvement plans.*

Enforcement/Monitoring: *City of Rancho Cordova Planning and Public Works Departments.*

MM 16.1b Implementation of off-site sewer facility improvements shall not occur until all necessary permits and/or agreements for the proposed improvements have been obtained from the US Army Corps of Engineers, US Fish and Wildlife Service, and the California Department of Fish and Game.

Timing/Implementation: *Prior to issuance of improvement plans.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department, US Army Corps of Engineers, USFWS, and CDFG.*

MM 16.1c The project applicants shall pay any SCWA development fee or development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development within the SunRidge Specific Plan, as determined by the Sacramento County Department of Water Resources.

Timing/Implementation: *Prior final map recordation.*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and Sacramento County Department of Water Resources.*

Implementation of Mitigation Measures MM 16.1a through 16.1c would reduce potential wastewater and water facility construction and expansion impacts to *less than significant.*

c) *Less than Significant/Reviewed Under Previous Document.* The potential environmental impacts associated with providing storm drainage facilities were globally addressed in the SDCP/SRSP EIR (see Section 9, Drainage and Hydrology, pages 9.11 through 9.15). In addition, see Section VIII: Hydrology and Water Quality of this initial study. The land uses proposed in the Sunridge East projects would increase the rate and volume of drainage runoff from the sites; however, implementation of drainage and detention improvements and *Mitigation Measures 8.1 through 8.2,* which was revised from the SDCP/SRSP EIR, would ensure that post-development peak flows are reduced to a least pre-development levels and would mitigate potential storm water drainage and associated environmental impacts to *less than significant.*

d) *Less than Significant Impact/Reviewed Under Previous Document.* The water supply plan and associated environmental impacts for the SDCP/SRSP areas were evaluated in the SDCP/SRSP EIR (see Section 7: Water Supply). A conjunctive use program, consistent with the Water Forum Plan (WFP), will ultimately be implemented to supply water to the proposed project sites. However, environmental analysis of the Zone 40 Master Plan

Update and the facilities to implement the groundwater and surface water elements have not been completed, nor has detailed planning or facility design been determined. While it is likely that Zone 40 conjunctive use facilities (groundwater, surface water, and recycled water) will be implemented in a timely manner to serve the projects, such facilities cannot be guaranteed until they are approved (SDCP/SRSP EIR Section 7: Water Supply page 7.60). However, water supply contracts and infrastructure system are currently being finalized for the SDCP/SRSP areas and the "Final" Public Facility Financing Plan will provide the needed funding mechanisms to implement the construction of the proposed water systems. In addition, implementation of MM 16.1c, identified above, will ensure compliance with the CO-20 development cap by only allowing development to proceed for which a safe and reliable long-term water supply has been identified and acquired. Review of the Sunridge East projects is not anticipated to result in any additional water supply impacts than those identified in the SDCP/SRSP EIR. Therefore, water supply impacts are considered *less than significant*. The reader is referred to Section IX: Drainage and Hydrology of this initial study, for potential water contamination issues.

e) *Less than Significant Impact/Reviewed Under Previous Document.* See SDCP/SRSP EIR Section Sewer Service 8 and a) above. The SDCP/SRSP areas were identified for urban growth and planned for urban services. Planned sewer facilities and infrastructure will fully accommodate the sewer flows anticipated from the proposed development (SDCP/SRSP EIR, page 8.6); therefore, this impact is considered *less than significant*.

f) *Less than Significant Impact/Reviewed Under Previous Document.* This issue was globally addressed in the SDCP/SRSP Final EIR and indicated that the Kiefer Landfill would have adequate capacity to accommodate the proposed projects under buildout conditions (page 6.21). Additionally, the Kiefer Landfill expansion was recently approved, which gives the facility a permitted capacity to serve the growth projected in Sacramento County through 2035; therefore, solid waste impacts are considered less than significant.

g) *Less than Significant Impact/Reviewed Under Previous Document.* See f) above.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
XVII. MANDATORY FINDINGS OF SIGNIFICANCE					
a) Do the projects have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐	☒
b) Do the projects have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?	☐	☒	☐	☐	☐
c) Do the projects have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.	☐	☒	☐	☐	☒
d) Do the projects have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐	☒

Discussion of Impacts

a) *Less Than Significant Impact With Mitigation Incorporated/Reviewed Under Previous Document.* As noted in Sections I through XVI above, the Sunridge East projects have the potential to result in significant impacts related to biological resources (i.e., special-status species and wetlands), cultural resources, hydrology/water quality, traffic and circulation, public services and utility and service systems.

b) *Less Than Significant Impact With Mitigation Incorporated/Reviewed Under Previous Document.* Incorporation of all mitigation measures above would reduce any environmental impacts, both short and long-term, to *less than significant*. The proposed projects will serve the environmental goals, both long and short-term, of the SDCP/SRSP EIR. Therefore, the proposed projects serve both short-term and long-term environmental goals and would have a *less than significant impact*.

c) *Less Than Significant Impact With Mitigation Incorporated/Reviewed Under Previous Document.* There are several proposed developments within the SDCP/SRSP areas (i.e., Anatolia, Sunridge Park and Lot J). The Sunridge East projects, together with other proposed and planned development in the vicinity could result in potentially significant cumulative impacts.

d) *Less Than Significant Impact With Mitigation Incorporated/Reviewed Under Previous Document.* Potential project impacts such as air quality, transportation/traffic, hydrology/water quality, provision of public services, provision of utilities, and noise could cause substantial adverse effects in human beings, either directly or indirectly.

4.0 Cumulative Impacts

4.1 CUMULATIVE IMPACTS

INTRODUCTION

This section addresses the projects' potential to contribute to cumulative impacts in the region. CEQA Guidelines Section 15355 defines cumulative impacts as "two or more individual effects that, when considered together, are considerable or which compound or increase other environmental impacts."

CUMULATIVE SETTING

The cumulative setting for the Sunridge East projects include all planned and projected development within the City of Rancho Cordova General Plan Planning Area. Several development projects have been planned or are projected to occur both within the City limits and in the unincorporated areas of Sacramento County immediately adjacent to the City limits. Further development is anticipated in the City's Interim General Plan. Approved and proposed projects in the General Plan Planning Area are listed in **Table 2** below. **Figure 5**, at the end of this section, depicts the locations of most of these projects.

TABLE 2
RANCHO CORDOVA APPROVED AND PROPOSED PROJECTS

Project Name	Res. Acres	Com. Acres	Total Acres	Units	General Plan Land Use Designation
Sunridge Park (Phase I)	244.2	N/A	244.2	801	Low Density Residential
Anatolia I	N/A	N/A	229.8	949	Residential, commercial, park, elementary school
Anatolia II	N/A	N/A	298	886	Residential, commercial, recreation center, park, school
Anatolia III	208	N/A	208	879	Low Density Residential, Open Space
Anatolia IV	25	N/A	25	134	Residential
Mather East (Part of Specific Plan)	13.30	18.8	44.56	N/A	Commercial, Multi-family, open space
Sunrise Douglas Shopping Center	N/A	51	51	N/A	Commercial
Villages of Zinfandel – Stone Creek Apartments	17.08	N/A	17.08	288	Multi-Family Residential
Villages of Zinfandel GPA	527	18	823	719	Residential, Commercial, Public, Recreation
North Douglas	120.9	N/A	130.3	680	Low Density Residential, Park
Capital Village	85	32	117	836	Mixed Use

Project Name	Res. Acres	Com. Acres	Total Acres	Units	General Plan Land Use Designation
Rio del Oro	1,931	137	3,828.5	11,608	Mixed-use development, which will include a General Plan Amendment, and Amending the Aerojet SPA Ordinance.
Suncreek	2,901	306	3,410	12,483	Low density Residential, Medium density Residential, Commercial, Recreation, Open Space, Schools
The Preserve at Sunridge	303.5	21.6	530	2,703	Residential, village center, parks, wetland preserve
Sunridge East	393.6	25.7	609.4	3,042	Residential, commercial, office, and natural preserve
Montelena	158.3	N/A	251.9	869	Residential, wetland preserve, parks, fire station.
Westborough	1,000	274	1,518	6,000	Residential, business, community and recreational uses
Glenborough	801	178	1,366	4,810	Residential, commercial and recreational uses
Bradshaw Landing	N/A	N/A	40.5	N/A	360,000-square-foot theater and retail commercial use
Legion of Christ Catholic College	N/A	N/A	300	N/A	Full-service residential campus by 2008 for 7,000 students and nearly 600 faculty members

Source: City of Rancho Cordova, Planning Department, April 2005

CUMULATIVE IMPACT ANALYSIS

Aesthetics

Implementation of the proposed projects would not contribute to cumulative visual resource or aesthetic impacts. Thus, ***less than significant*** impacts to aesthetic resource are anticipated under cumulative conditions.

Agricultural Resources

The entire SDCP area, which includes the project sites, was specifically identified in the Sacramento County General Plan as an Urban Development Area and falls within the Urban Services Boundary. Issues resulting from (i) new growth in this area, (ii) conversion of agricultural land to urban uses, (iii) compatibility with the surrounding area; and (iv) loss of open space were globally addressed in the SDCP/SRSP EIR. The project would not result in cumulatively significant loss of agricultural resources or farmlands; therefore, ***less than significant*** impacts are anticipated.

Air Quality

The proposed projects would contribute to cumulative air quality impacts in the vicinity. Mitigation measures contained in Section 3: Initial Study III: Air Quality of this MND would reduce the impacts to the greatest extent feasible. The project would result in cumulative adverse air emissions; however, the project's contributions are expected to be ***potentially significant*** unless the mitigation identified in Section 3 of this MND is incorporated, which would reduce the projects' air quality related impact to the greatest extent feasible.

Biological Resources

The projects would contribute to cumulative biological resource impacts within the SDCP/SRSP areas; however, implementation of the proposed mitigation measures identified in Section 3: Initial Study IV: Biological Resources, of this MND would mitigate the projects' contribution to a cumulative loss of biological resources to ***less than significant***.

Cultural Resources

Implementation of the proposed projects would contribute to an increase in cultural resource impacts. However, mitigation measures identified in Section 3: Initial Study, V. Cultural Resources of this MND, would reduce the project-specific impacts. Thus, the projects would have a ***less than significant*** cumulative impact.

Geology and Soils

Project-related impacts on geology and soils would be site-specific and implementation of the proposed projects would not contribute to seismic hazards or water quality impacts associated with soil erosion. Therefore, the proposed projects are anticipated to have ***no impact*** on cumulative geophysical conditions in the region.

Hazards and Hazardous Materials

The projects would contribute to hazards associated with the accidental release of hazardous materials; however, mitigation measures would reduce cumulative hazard conditions to ***less than significant.***

Hydrology and Water Quality

Implementation of the projects have the potential to result in cumulative hydrology and water quality impacts; however, the mitigation measures identified in Section 3: Initial Study VIII: Hydrology and Water Quality reduce the projects' potential cumulative impacts on hydrology and water quality to ***less than significant.***

Land Use and Planning

The Sunridge East projects are part of the Sunridge Specific Plan area, which is the first of a series of specific plans that will implement the Sunrise Douglas Community Plan (approved on July 19, 2002) and the Sacramento County General Plan. The Sunridge Specific Plan provides a detailed framework for development of the Plan Area to implement the guiding principles and policies established in the Community Plan. The Sunrise Douglas Community Plan/Sunridge Specific Plan (SDCP/SRSP) areas were identified as an Urban Development Area and falls within the Urban Services Boundary, community issues resulting from new growth in this particular

location, including land use, increased population, and housing were globally addressed in the SDCP/SRSP FEIR, page 4.33. Therefore, the projects would result in ***less than significant*** cumulative land use and planning impacts.

Mineral Resources

The proposed projects would not result in any site-specific or significant impacts to mineral resources and ***less than significant*** impacts under cumulative conditions are anticipated.

Noise

Implementation of projects would result in temporary and permanent changes in the ambient noise levels in the vicinity; however, the mitigation measures in identified in Section 3: Initial Study XI: Noise, of this MND would mitigate cumulative noise impacts to ***less than significant***.

Population and Housing

The Sunridge East projects are part of the Sunridge Specific Plan area, which is the first of a series of specific plans that will implement the Sunrise Douglas Community Plan (approved on July 19, 2002) and the Sacramento County General Plan. The Sunridge Specific Plan provides a detailed framework for development of the Plan Area to implement the guiding principles and policies established in the Community Plan. The Sunrise Douglas Community Plan/Sunridge Specific Plan (SDCP/SRSP) areas were identified as an Urban Development Area and falls within the Urban Services Boundary, community issues resulting from new growth in this particular location, including land use, increased population, and housing were globally addressed in the SDCP/SRSP FEIR, page 4.33. Therefore, the projects would result in ***less than significant*** cumulative population and housing impacts.

Public Services

The projects are not expected to contribute to cumulative public service impacts. The projects may result in impacts to fire and police protection during construction. However, these activities are temporary in nature. Additionally, mitigation measures contained in Section 3: Initial Study XIII: Public Services, of this MND would mitigate such impacts. Implementation of the proposed improvements would not result in a cumulative increase in severity of public service impacts. Thus, ***less than significant*** public services impacts are anticipated.

Recreation

The projects include park and open space components, which would reduce potential impacts on existing park related facilities in the area. The Sunridge East projects are part of the SDCP/SRSP areas, which will provide approximately 61 acres of parklands that are not currently available. Therefore, the projects would not contribute to cumulative parks and recreation impacts and ***less than significant*** impacts are anticipated.

Utilities and Service Systems

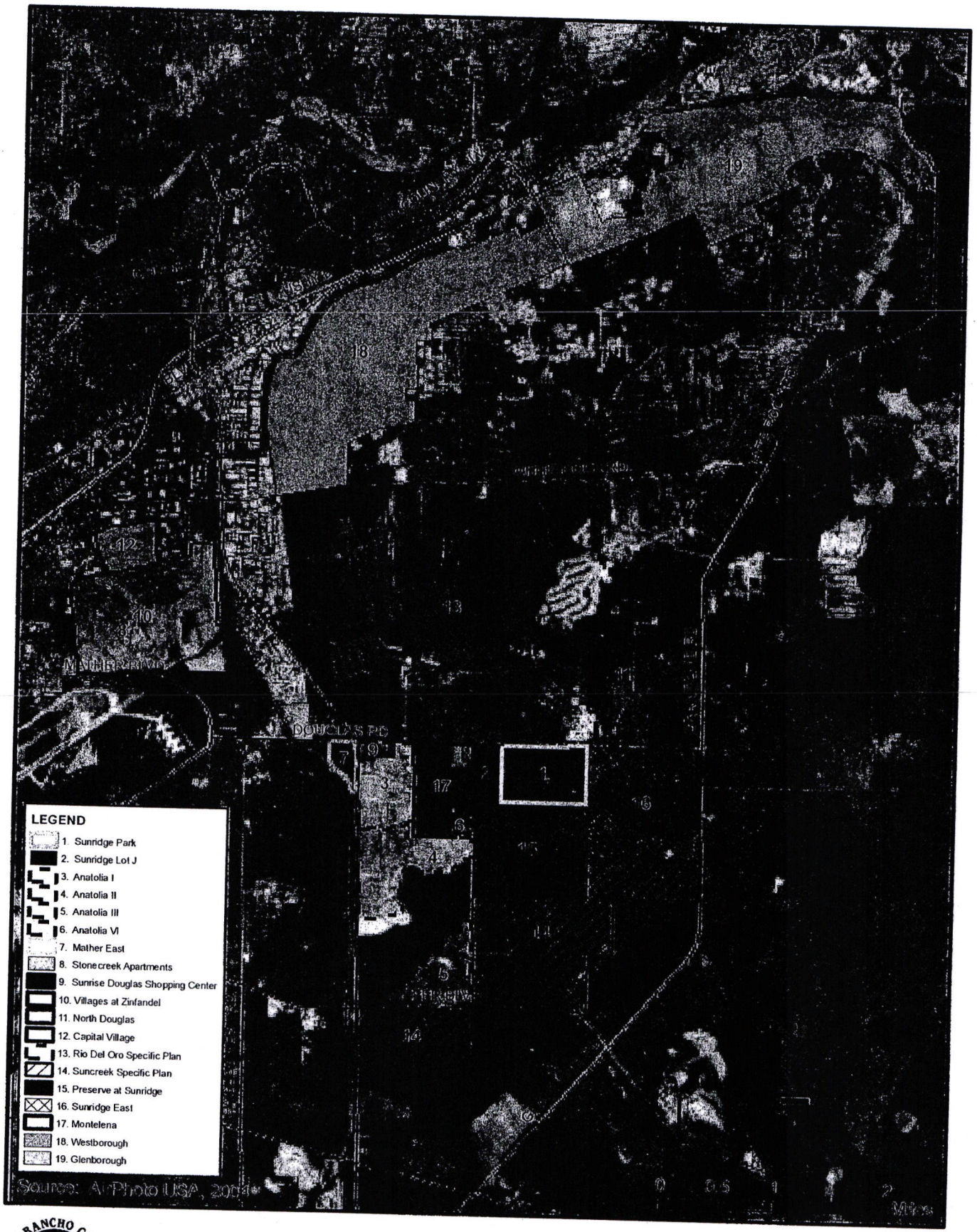
Construction activities related to the proposed project may result in temporary impacts to utilities and service systems, including water and sewer facilities. Mitigation measures proposed in Section 3: Initial Study XVI: Utilities and Service Systems, of this MND would reduce the projects' cumulative impacts to ***less than significant***.

Transportation/Circulation

Under cumulative conditions, the Sunridge East projects would not cause any roadways to exceed Sacramento County standards for daily travel under cumulative conditions; however, when considered with other development proposed in the Specific Plan area, the projects would exacerbate and contribute to unacceptable conditions at some of the roadways bordering the SRSP area. Mitigation Measures identified in Section 3: Initial Study XV: Transportation and Traffic, of this MND would reduce the project's contribution to cumulative traffic related impacts to ***less than significant***.

Water

The water supply plan and associated environmental impacts for the SDCP/SRSP areas were evaluated in the SDCP/SRSP EIR (see Section 7: Water Supply). A conjunctive use program, consistent with the Water Forum Plan (WFP), will ultimately be implemented to supply water to the proposed project site. However, environmental analysis of the Zone 40 Master Plan Update and the facilities to implement the groundwater and surface water elements have not been completed, nor has detailed planning or facility design been determined. While it is likely that Zone 40 conjunctive use facilities (groundwater, surface water, and recycled water) will be implemented in a timely manner to serve the projects, such facilities cannot be guaranteed until they are approved (SDCP/SRSP EIR Section 7: Water Supply page 7.60). However, water supply contracts and an infrastructure system are currently being finalized for the SDCP/SRSP areas and the "Final" Public Facility Financing Plan will provide the needed funding mechanisms to implement the construction of the proposed water systems. Implementation of MM 16.1c, identified in Section 3: Initial Study XVI: Utility and Service Systems item b), will ensure compliance with the CO-20 development cap by only allowing development to proceed for which a safe and reliable long-term water supply has been identified and acquired. The Sunridge East projects are not anticipated to result in any additional cumulative water supply impacts than those identified in the SDCP/SRSP EIR.



CITY OF RANCHO CORDOVA
PLANNING DEPARTMENT

FIGURE 5
EXISTING, APPROVED, AND PROPOSED PROJECTS

5.0 Determination

5.0 DETERMINATION

On the basis of this initial evaluation:

I find that, although the proposed projects could have a significant effect on the environment, a MITIGATED NEGATIVE DECLARATION is appropriate (i) because all significant and unavoidable effects of the proposed projects have been previously examined in a Master EIR prepared pursuant to CEQA Guidelines section 15176, and (ii) because, with respect to any potentially new or additional significant environmental effects associated with the proposed projects that have not been previously examined in the Master EIR, revisions to the proposed projects have been made by or agreed to by the projects' proponents that clearly reduce such new or additional significant environmental effects to less-than-significant levels. In addition, I find that a MITIGATED NEGATIVE DECLARATION is also appropriate because the proposed projects would not cause any significant environmental effects (i) that are "peculiar to the projects or the parcels," (ii) that were not analyzed as significant effects in the prior EIR for the Sunridge East projects, or (iii) that, due to substantial new information not known at the time the EIR was certified, are more severe than discussed in the prior EIR. (See CEQA Guidelines, § 15183, subd. (c).).

Signature H. Anderson Date: _____

Printed name: Hilary Anderson For City of Rancho Cordova

Per CEQA Section 15070(b)(1), the project applicants for the proposed Sunridge East projects (Douglas 103, Douglas 98, Grantline 208, and Arista del Sol) have reviewed and agreed to the mitigation measures contained in this Mitigated Negative Declaration.

Douglas 103

Signature J. Galovan Date: 8-5-2005

Printed name: Jim Galovan For Douglas Grantline 103 Investors, LLC

Douglas 98

Signature J. Galovan Date: 8-5-2005

Printed name: Jim Galovan For Douglas Road 98 Limited Partnership, LLC

Grantline 208

Signature [signature] Date: 8/8/05

Printed name: BRIAN VAIL For GRANTLINE INVESTORS, LLC

Arista del Sol

Signature Thad Johnson Date: 8-5-2005

Printed name: Thad Johnson For Arista Del Sol

6.0 Report Preparation and Consultations

6.1 REPORT PREPARATION AND REFERENCES

CITY OF RANCHO CORDOVA- LEAD AGENCY

Paul Junker	Planning Director
Cyrus Abhar	Public Works Director
Bill Campbell	Principal Planner
Hilary Anderson	Environmental Coordinator
Bret Sampson	Associate Planner

6.2 PERSONS AND AGENCIES CONSULTED

Jeff Atterberry	CSD-1
Tammy Urquhart	Sacramento County Department of Transportation
Peter Christensen	SMAQMD
George Booth	Sacramento County Drainage and Flood Control
Rick Blackmarr	Sacramento County Department of County Engineering and Administration

7.0 References

7.0 REFERENCES

Fehr and Peers. *Traffic Analysis letter Report.* January 7, 2003.

Peak and Associates. *Determination of Eligibility and Effect for the Douglas 98, Douglas 103, Grantline 208 and Arista Del Sol Project Areas.* December 2004.

Sacramento County. *CEQA Findings of Fact and Statement of Overriding Considerations of the Board of Supervisors of Sacramento County for the Sunrise Douglas Community Plan/SunRidge Specific Plan Project.* July 17, 2002.

Sacramento County Department of Environmental Review and Assessment. *Sunrise Douglas Community Plan/SunRidge Specific Plan Draft Environmental Impact Report.* March 1999.

Sacramento County Department of Environmental Review and Assessment. *Sunrise Douglas Community Plan/SunRidge Specific Plan Final Environmental Impact Report.* November 2001.

Sacramento County. *Zoning Conditions for the Approval of the SRSP (Sacramento County Zoning Ordinance No. SZC-2002-0015, Section 607-15.)* July 17, 2002.

Sacramento County. *Sacramento County General Plan.* 1993.

Sacramento County. *Sacramento County General Plan EIR.* 1993.

Sacramento County. *SunRidge Specific Plan.* July 17, 2002.

APPENDIX A
TRAFFIC ANALYSIS

FEHR & PEERS
TRANSPORTATION CONSULTANTS

MEMORANDUM

Date: December 10, 2004

To: Bret Sampson – PMC

From: Jason D. Pack – Fehr & Peers

Subject: ***Sunridge East Supplemental Traffic Assessment***

1042-2008A

Fehr & Peers prepared the *Sunrise Douglas Specific Plan and Community Plan Transportation Analysis* in 1997, which assessed impacts associated with both the existing Sunridge Specific Plan and the Sunrise Douglas Community Plan. The currently proposed Sunridge East development, located within the Sunridge Specific Plan area, differs from the approved specific plan in two important ways that affect traffic impacts:

1. The land use totals have changes; and
2. The arrangement of uses has changed.

The proposed plan has less commercial space, less residential units, and more open space when compared to the existing (approved) plan. The proposed plan and the existing plans are attached.

The purpose of this memorandum is to present the following results:

- Comparison of trip generation estimates for the proposed plan to those assumed for the approved plan from our 1997 study.
- Review of the necessity to provide access to the project site from Grant Line Road.
- Review of intersection and roadway operations near the proposed project (summarized in the 1997 study) to qualitatively assess impacts from the proposed land use arrangement.

Trip Generation Comparison

The projected daily, AM, and PM peak hour trip generation estimates for the proposed project were estimated based on trip rates from the Institute of Transportation Engineers' *Trip Generation, 5th Edition* (1991)[1]. Reductions for pass-by trips, internalization, and transit usage were applied consistent with assumptions from the 1997 study. The trip generation estimates for the proposed project were compared to the trip generation estimates for the approved specific plan and are summarized in Table 1. Trip estimates presented in Table 1 do not include schools, parks, or open space since these land uses are not expected to generate significant external trip activity[2].

[1] Use of the 5th Edition trip rates were used to be consistent with rates used in the 1997 analysis.
[2] This assumption is consistent with assumptions in the 1997 analysis.

The trip generation analysis indicates that the proposed project would generate 660 fewer daily trips, 152 fewer AM peak hour trips, and 88 fewer PM peak hour trips than assumed in the 1997 study.

TABLE 1
SUNRIDGE EAST TRIP GENERATION COMPARISON

Scenario	Land Use	Acres[7]	Density		Trip Rates[1]			Trips		
			Quantity	Units	Daily	AM	PM	Daily	AM	PM
1997 Study Assumptions	Low/Medium Density Residential	509.0	2,877.0	DU[2]	9.55	0.69	0.94	27,475	1,985	2,704
	Office Park[3]	40.5	165.0	ksf[4]	13.40	1.89	1.51	2,211	312	249
	Commercial	26.1	283.8	ksf	71.43	1.66	6.78	20,272	471	1,924
							Total Trips	49,958	2,768	4,878
							Reduction for Pass-by and Internalization[5]			
							35% of Commercial Trips	7,095	165	673
							20% of Home/Office Park Trips	5,937	459	591
							Total External Vehicle Trips	36,926	2,144	3,614
							Estimated Transit Usage[6]	2,585	150	253
							Net External Vehicle Trips	***34,341***	***1,994***	***3,361***
Proposed Project	Low/Medium Density Residential	393.6	3,042.0	DU	9.55	0.69	0.94	29,051	2,099	2,859
	Commercial	25.7	279.5	ksf	71.43	1.66	6.78	19,961	464	1,895
							Total Trips	49,012	2,563	4,754
							Reduction for Pass-by and Internalization			
							35% of Commercial Trips	6,986	162	663
							20% of Home/Office Park Trips	5,810	420	572
							Total External Vehicle Trips	36,216	1,981	3,519
							Estimated Transit Usage	2,535	139	246
							Net External Vehicle Trips	***33,681***	***1,842***	***3,273***
Difference Between Proposed Project and 1997 Assumptions:								**(660)**	**(152)**	**(88)**

Notes:
1. Trip rates based on data published in *Trip Generation Manual, 5th Edition* (ITE, 1991).
2. Previously listed as Commercial Mixed Use (CMU).
3. DU = dwelling units
4. ksf = thousand square feet
5. Applied to external intersections only.
6. Based on 1.15 persons per vehicle and 7% transit usage.
7. Proposed acreage is lower than that assumed in the 1997 study as the proposed project has increased open space.

Source: *Fehr & Peers, 2004*

Operations of the surrounding transportation facilities should be better with the proposed plan than operations with buildout of the existing (approved) plan.

Grant Line Road Connection

The 1997 analysis conducted for the specific plan did not assume direct access from the project site to Grant Line Road. Therefore, any connection to Grant Line Road would be inconsistent with the analysis conducted for the environmental clearance.

The level of service analysis prepared in 1997 indicates that direct access to Grant Line Road is not required to maintain acceptable operations of transportation facilities in the study area.

Intersection and Roadway Operations Assessment

We reviewed the analysis assumptions from our 1997 study and compared them to the existing and proposed specific plans. The 1997 study assumed that all access from the project site to Grant Line Road was accommodated from Douglas Road and Chrysanthy Road (formerly Pyramid Road). The existing plan shows a connection from the project site to Grant Line Road from the project site, which is not consistent with the 1997 study. The proposed specific plan, which does not include a connection to Grant Line Road, is more consistent with assumptions from the 1997 study.

We reviewed the level of service (LOS) results from our 1997 study at intersections and roadway segments near the Sunridge East development to qualitatively assess impacts of the new land use arrangement. The results of the intersection and roadway segment LOS analysis from the 1997 study are summarized in Table 2 and Table 3, respectively.

TABLE 2

INTERSECTION LEVELS OF SERVICE

Intersection	Cumulative Level of Service Results[1]			
	AM Peak Hour		PM Peak Hour	
	V/C[3]	LOS	V/C[3]	LOS
Americanos Road/Douglas Road	0.37	A	0.70	C
Grant Line Road/Douglas Road	n/a	C	n/a	C
Grant Line Road/Chrysanthy Road[2]	0.25	A	0.14	A

Notes:
1 LOS from *Sunrise Douglas Specific Plan and Community Plan Transportation Analysis* (Fehr & Peers, 1997).
2 Chrysanthy Road formerly known as Pyramid Road.
3 V/C = Volume-to-capacity ratio.
n/a = not available

TABLE 3

ROADWAY SEGMENT LEVELS OF SERVICE[1]

Roadway Segment	ADT[2]	Level of Service
Americanos Road – Douglas Road to Chrysanthy Road[3]	20,500	A
Chrysanthy Road – Americanos Road to Grant Line Road	13,000	C

Notes:
1 From *Sunrise Douglas Specific Plan and Community Plan Transportation Analysis* (Fehr & Peers, 1997).
2 ADT = Average daily traffic.
3 Chrysanthy Road formerly known as Pyramid Road.

All of the intersections and roadway segments in the study area were projected to operate at LOS C or better in the 1997 study. Since LOS E or better was identified as an acceptable operating level, these facilities have excess capacity.

The proposed specific plan is expected to generate less traffic than the existing specific plan. Although land use arrangements in the proposed specific plan differ from the existing specific plan, the majority of the change is the addition of open space west of Americanos Road and increased housing densities east of Americanos Road.

The 1997 study did not assume any direct access from the project site to Grant Line Road. Review of the LOS analysis indicates that this access is not needed to provide adequate access to the project site.

Our review of the intersection and roadway segment LOS analysis summarized in the 1997 study indicates that the surrounding transportation facilities have sufficient capacity to serve minor shifts in traffic associated with the proposed land uses. Therefore, the proposed specific plan is not expected to result in additional impacts not identified in the 1997 study.

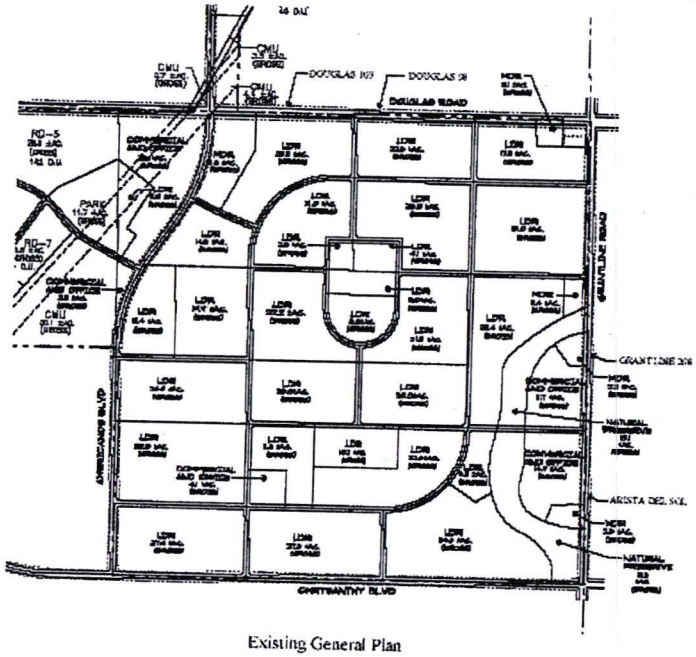
It should be noted that the circulation system within the project site area is different that what is currently approved. We recommend additional analyses be conducted to ensure that roadways and intersections within the project site area are adequate to serve expected demands.

EXHIBIT B
GENERAL PLAN AMENDMENT

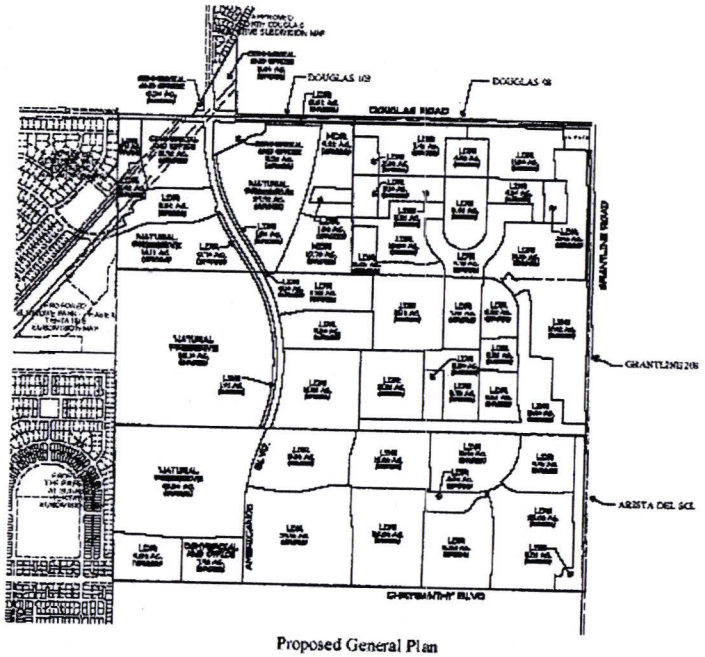
GENERAL PLAN AMENDMENT EXHIBIT
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 5, 2004
(REVISED JUNE 3, 2005)
(REVISED FEBRUARY 2, 2006)



Existing General Plan



Proposed General Plan

DOUGLAS 103 COMPARISON TABLE

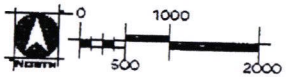
DOUGLAS 98 COMPARISON TABLE

GRANTLINE 208 COMPARISON TABLE

ARISTA DEL SOL COMPARISON TABLE

NOTE: EXISTING GENERAL PLAN ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

OVERALL SPECIFIC PLAN COMPARISON TABLE



WOOD RODGERS

ORDINANCE 08- 2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING THE SUNRIDGE SPECIFIC PLAN DESIGNATIONS AND THE ZONING OF THE SUNRIDGE SPECIFIC PLAN ON ASSESSOR PARCEL NUMBERS 067-0040-004, 005, 012 AND 013, FOR PROJECTS KNOWN AS SUNRIDGE EAST, CONSISTING OF DOUGLAS 103 (RC-04-134), DOUGLAS 98 (RC-03-025), GRANT LINE 208 (RC-04-064) AND ARISTA DEL SOL (RC-04-077).

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova General Plan and the Zoning within the Sunridge Specific Plan to assign a change to the General Plan/Specific Plan Designations and Zoning of the parcels specified within the attached Exhibits A and B.

Section 2: Findings

1. Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

   Evidence: An Initial Environmental Study was prepared for the proposed project that addressed the impacts of the General Plan/Specific Plan Amendment and Rezone of the Sunridge East projects. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence the project will have a significant adverse impact on the environment.

2. Finding: The proposed Specific Plan Amendment and Rezone request will implement and be consistent with goals and policies of the General Plan of the City of Rancho Cordova and the SunRidge Specific Plan.

   Evidence: The following supports the Specific Plan Amendment and the Rezone.

   - This project is consistent with the Sunridge Specific Plan, which has been included within the Interim General Plan for internal consistency. This project has incorporated an open space connection to the property south of the proposed project in order to provide a reasonable non-vehicular connection to planned commercial centers. The density of the project has increased in the areas suitable for development and would be consistent with regional goals for increasing density and preserving more open space, which the Eastside Plan accomplishes.

   - The developers and City have agreed to Development Agreements that will provide additional revenues for police protection, park improvement fees, existing park renovation fees and future street maintenance district. The Development Agreements and the existing Community Facilities District applied to the Specific Plan will offset the costs associated with extending public services to the new development.

   - These projects are providing the appropriate street system to serve the proposed lots and are making the adequate pedestrian connections to adjoining land uses, given terrain differences and proximity to existing developments and barriers. In addition, the Sunridge East projects are participants with other adjacent development interests in the construction of significant on and off-site infrastructure as is required by the Sunridge

Specific Plan. The eastern side of the project has provided suitable right of way for the future improvements of Grant Line Road as a regional expressway connecting Highway 50 to Highway 99.

- Seven parks are included within the proposed Sunridge East projects totaling approximately 61 acres. A requirement of 7 acres per 1,000 population results in a park requirement of 54.25 acres. The proposed park space exceeds the minimum requirement by approximately 6.75 acres.

- The project has provided many opportunities for non-vehicular access through the Sunridge East projects. Dedicated greenway and paseos are provided to connect parks and the school. Trail corridors are provided along the west of Grant Line Road and along side the wetland preserve, adjacent to the Americanos Blvd right of way. A major access feature with the plan is a grade separated pedestrian trail under Americanos Blvd connecting the trail system along the wetland preserve and the 30 acre park. The substantive goals of the City with regard to open space connections have been met.

- The Sunridge East projects have been redesigned several times in response to evolving design expectations of the City. The most recent design effort was focused on the parks and open space requirements. Significant effort has been expended to achieve a design that meets the City's expectations and the effort resulted in the City's park and open space requirements have been met. Appropriate pedestrian links and open space connections are provided to each of the points that City staff identified as important. Fairness is served by acknowledging these efforts and approving the project as presently proposed.

Section 3: Action

The City Council hereby amends the Sunridge Specific Plan and the Zoning of the City of Rancho Cordova for Assessor's Parcel Number 067-0040-004, 005, 012 and 013, as shown on the attached Exhibits A and B.

Section 4: No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

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

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within 15 days after its passage, a summary of the ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 21st day of February, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Exhibit A

SPECIFIC PLAN AMENDMENT EXHIBIT

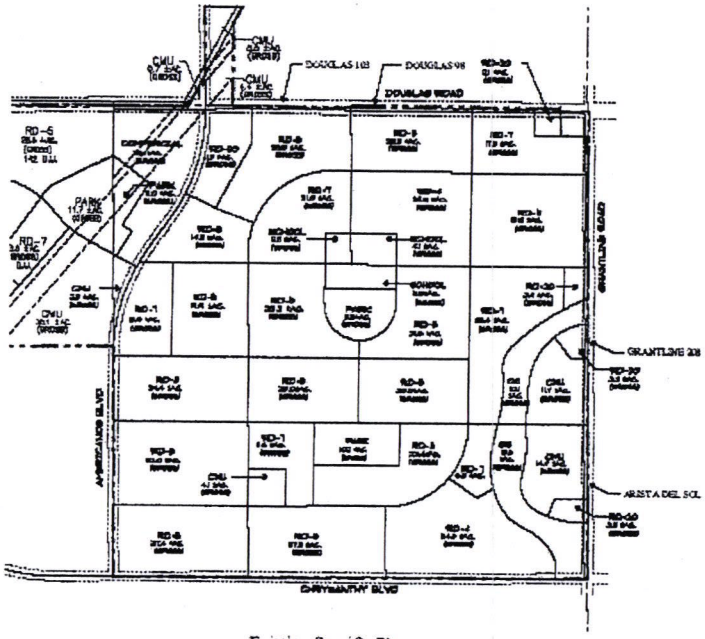
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

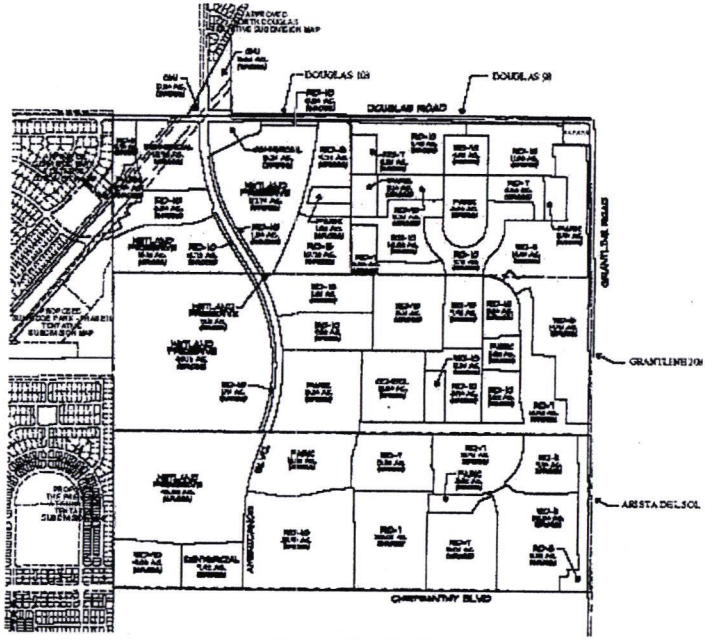
OCTOBER 5, 2004

(REVISED JUNE 3, 2005)

(REVISED FEBRUARY 2, 2006)



Existing Specific Plan



Proposed Specific Plan

DOUGLAS 103 COMPARISON TABLE

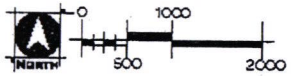
DOUGLAS 98 COMPARISON TABLE

GRANTLINE 208 COMPARISON TABLE

ARISTA DEL SOL COMPARISON TABLE

NOTE: EXISTING SPECIFIC PLAN ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

OVERALL SPECIFIC PLAN COMPARISON TABLE



WOOD RODGERS

Exhibit B

REZONE EXHIBIT

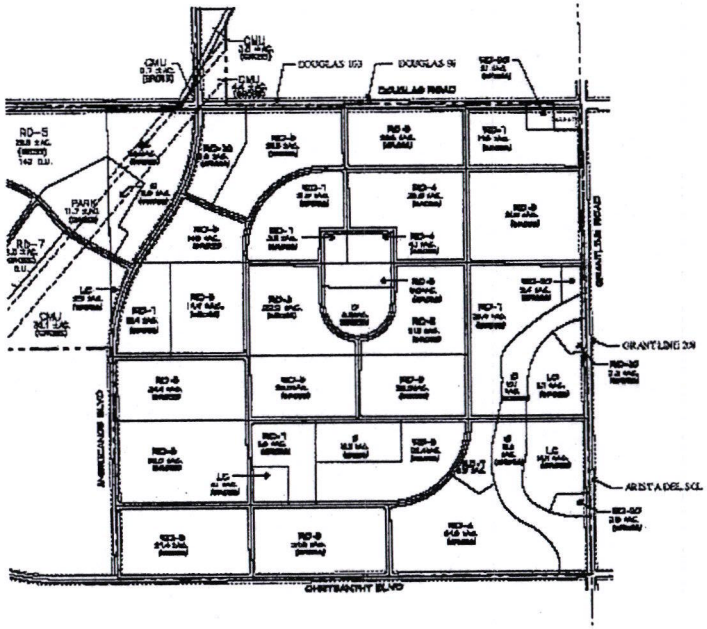
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

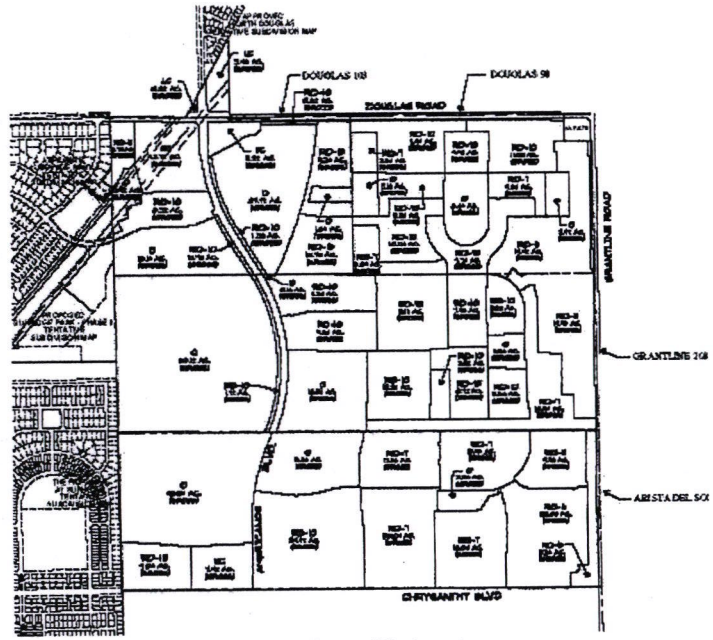
OCTOBER 5, 2004

(REVISED JUNE 3, 2005)

(REVISED FEBRUARY 2, 2006)

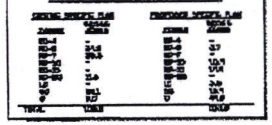


Existing Zoning

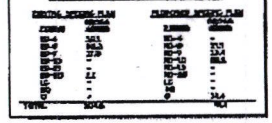


Proposed Zoning

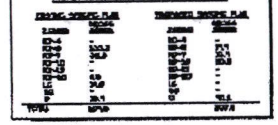
DOUGLAS 103
COMPARISON TABLE



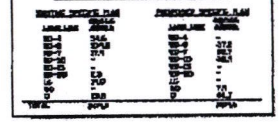
DOUGLAS 98
COMPARISON TABLE



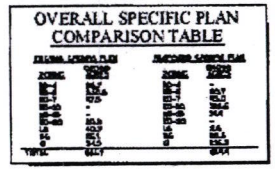
GRANTLINE 208
COMPARISON TABLE



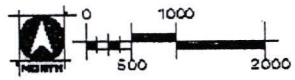
ARISTA DEL SOL
COMPARISON TABLE



OVERALL SPECIFIC PLAN
COMPARISON TABLE



NOTE: EXISTING ZONING ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN.
PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.



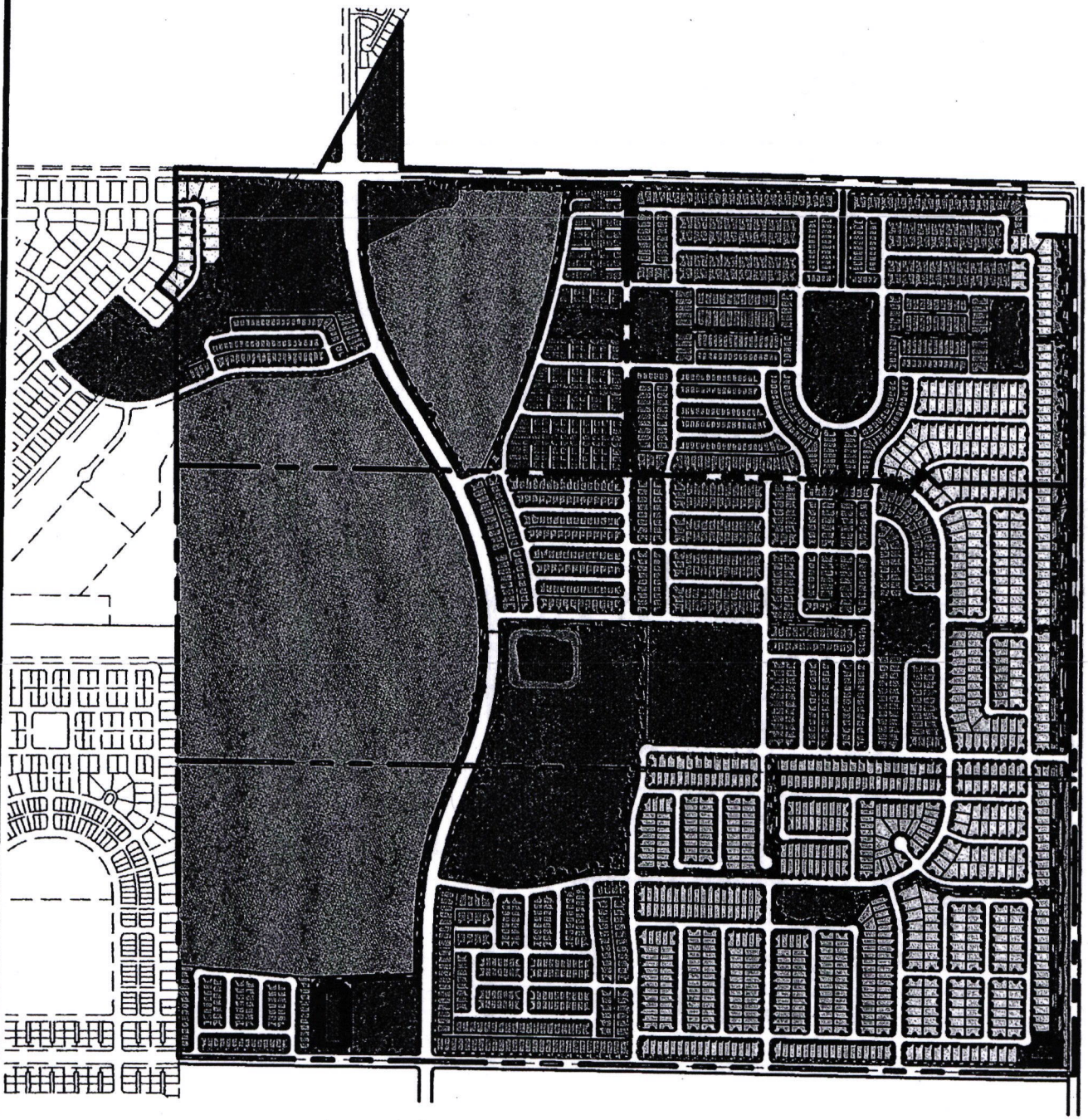
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
Tel 916.341.7760
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CITY COUNCIL EXHIBIT PACKET

SUNRIDGE EAST

CITY OF RANCHO CORDOVA, CALIFORNIA

FEBRUARY 6, 2006



- DOUGLAS 103 - DOUGLAS GRANTLINE INVESTORS (WOODSIDE HOMES)
- GRANLINE 208 - RIVER WEST INVESTMENTS
- DOUGLAS 98 - WOODSIDE HOMES
- ARISTA DEL SOL - PAPPAS INVESTMENTS

NORTH
N.T.S.

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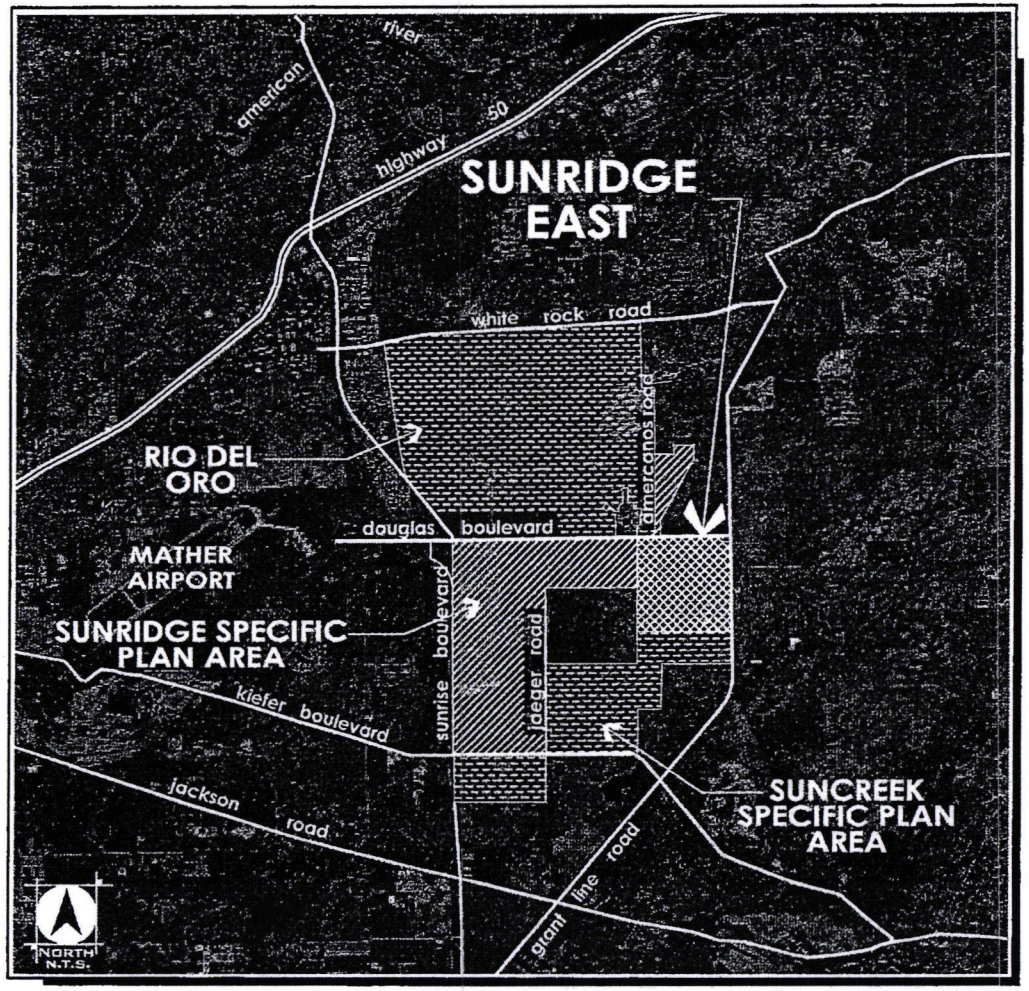
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Specific Plan Amendment Exhibit	Page 7
Rezone Exhibit	Page 8
Douglas 103 Illustrative	Page 9
Douglas 98 Illustrative	Page 10
Grantline 208 Illustrative	Page 11
Arista del Sol Illustrative	Page 12
880' Walking Map	Page 13
Parks Exhibit	Page 14
Open Space Exhibit	Page 15
Open Space Sections Key Map	Page 16
Open Space Corridor Sections	Page 17-19

LOCATION MAP

SUNRIDGE EAST

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 6, 2005



WOOD RODGERS

DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

PHONE: (916) 341-7760 FAX: (916) 341-7767

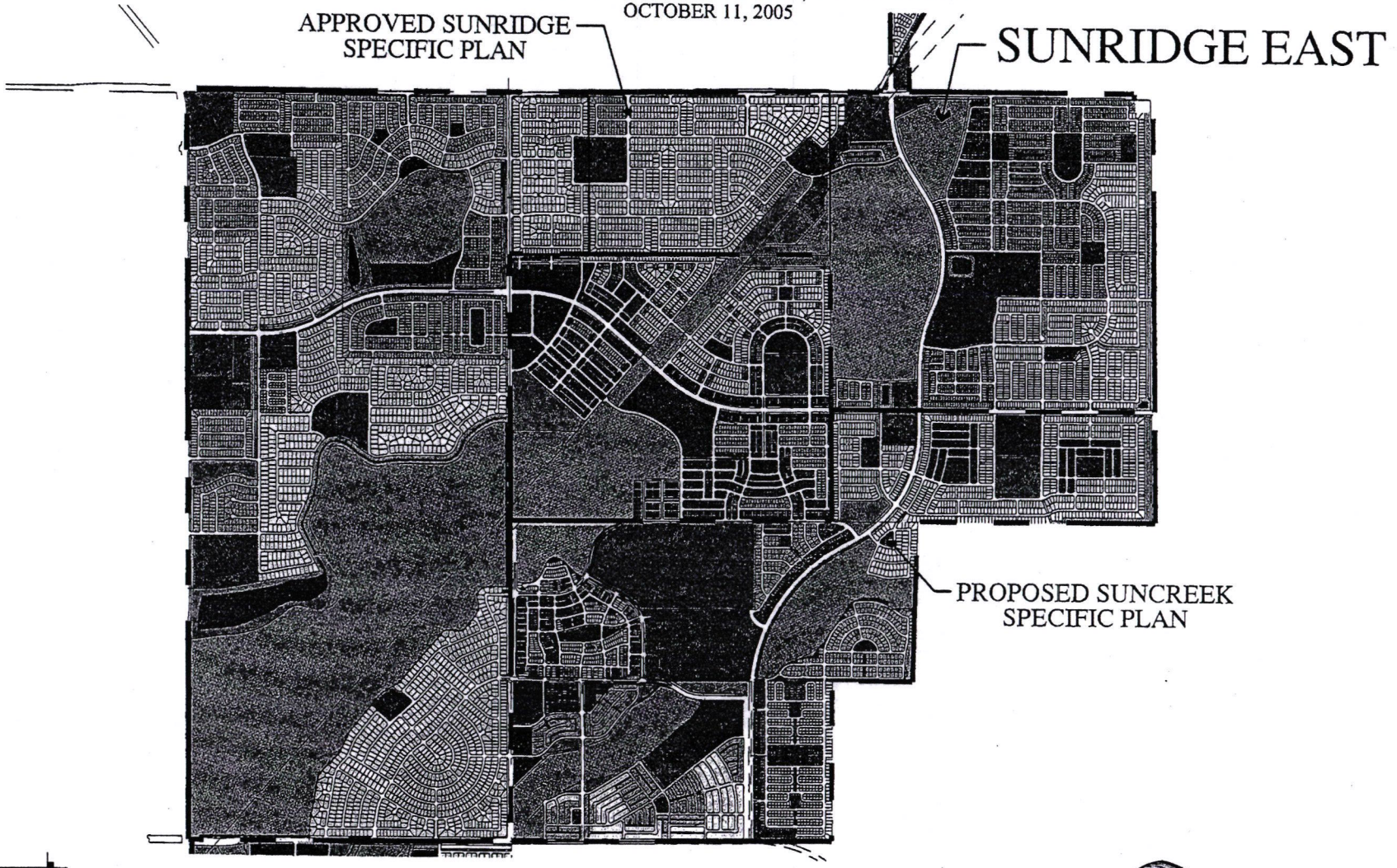
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CONTEXT MAP

SUNRIDGE EAST

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 11, 2005



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ILLUSTRATIVE COMPOSITE EXHIBIT

SUNRIDGE EAST

CITY OF RANCHO CORDOVA, CALIFORNIA

JUNE 9, 2005

(REVISED OCTOBER 6, 2005)

DOUGLAS 103 LAND USE SUMMARY

USE	AGRES./DU	AGRES./GD	UNITS
LDR RESIDENTIAL (7P/GDF TYP.)	3.5	10.6	71
LDR RESIDENTIAL (3P/GDF TYP.)	7.0	21.2	148
MDR RESIDENTIAL (18/GDF TYP.)	10.4	31.5	328
SUBTOTAL	20.9	63.3	548
ELEMENTAL	10.5	10.5	-
CSD	5.6	5.6	-
PARK	12.0	12.0	-
WETLAND PRESERVE	16.0	16.0	-
PARKWAY	4.5	4.5	-
LANDSCAPE CORRIDOR	6.0	6.0	-
DOUGLAS ROAD + INTERIOR ROADWAY	9.0	9.0	-
SUBTOTAL	63.6	74.6	-
TOTAL		113.9 ACRES	548

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MAJOR RESIDENTIAL STREETS ONLY.

DOUGLAS 103 PARK AND OPEN SPACE SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	4.2
PARK ACREAGE PROVIDED	5.0
TOTAL CREDITABLE PARK ACREAGE	5.0
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	20.9
OPEN SPACE PROVIDED	3.34
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	16.00
OPEN SPACE BENEFIT ZONE	
RESIDENTIAL DEVELOPMENT ACREAGE	63.6
OPEN SPACE BENEFIT ZONE	10.4
OPEN SPACE BENEFIT ZONE/RESIDENTIAL ACREAGE PERCENTAGE	16.40

GRANTLINE 208 LAND USE SUMMARY

USE	AGRES./DU	AGRES./GD	UNITS
LDR RESIDENTIAL (3.5/7000' TYP.)	14.3	19.3	70
LDR RESIDENTIAL (5.0/6000' TYP.)	19.9	26.7	133
MDR RESIDENTIAL (11/5400' TYP.)	19.2	25.8	284
MDR RESIDENTIAL (14/3870' TYP.)	37.0	37.0	518
SUBTOTAL	90.2	108.8	754
NEIGHBORHOOD PARK	10.4	10.4	-
ELEMENTARY SCHOOL	11.0	11.0	-
WETLAND PRESERVE	46.1	46.1	-
PARKWAY/DRAINAGE CORRIDOR	3.4	3.4	-
PARKWAY	1.1	1.1	-
LANDSCAPE CORRIDOR	8.0	8.0	-
INTERIOR ROADWAYS + GRANT LINE ROAD	7.8	7.8	-
SUBTOTAL	108.2	108.8	-
TOTAL		198.0 ACRES	754

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MAJOR RESIDENTIAL STREETS ONLY.

GRANTLINE 208 PARK AND OPEN SPACE SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	14.9
PARK ACREAGE PROVIDED	17.4
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	47.4
OPEN SPACE PROVIDED	20.7
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	13.69
OPEN SPACE BENEFIT ZONE	
RESIDENTIAL DEVELOPMENT ACREAGE	90.2
OPEN SPACE BENEFIT ZONE	16.0
OPEN SPACE BENEFIT ZONE/RESIDENTIAL ACREAGE PERCENTAGE	11.69

ARISTA DEL SOL LAND USE SUMMARY

USE	AGRES./DU	AGRES./GD	UNITS
LDR RESIDENTIAL (5K/6000' TYP.)	9.6	21.4	102
LDR RESIDENTIAL (4.5/7000' TYP.)	16.1	35.7	161
MDR RESIDENTIAL (20/3-10' TYP.)	23.1	39.7	462
SUBTOTAL	125.4	134.3	900
SHOPPING CENTER	4.0	5.5	-
SUBTOTAL	4.0	9.8	-
NEIGHBORHOOD PARK	14.0	14.0	-
WETLAND PRESERVE	45.5	45.5	-
DRAINAGE CORRIDOR/WATER QUALITY BASIN	9.8	9.8	-
LANDSCAPE CORRIDOR	5.9	-	-
PARKWAY	1.1	-	-
DETENTION/WATER QUALITY BASIN	2.0	1.2	-
PUBLIC STREETS	9.0	-	-
SUBTOTAL	84.0	70.3	-
TOTAL		204.1 ACRES	900

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MAJOR RESIDENTIAL STREETS ONLY.

ARISTA DEL SOL PARK AND OPEN SPACE SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	16.1
PARK ACREAGE PROVIDED	16.0
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	131.0
OPEN SPACE PROVIDED	1.0
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	4.85
OPEN SPACE BENEFIT ZONE	
RESIDENTIAL DEVELOPMENT ACREAGE	131.0
OPEN SPACE BENEFIT ZONE	16.0
OPEN SPACE BENEFIT ZONE/RESIDENTIAL ACREAGE PERCENTAGE	6.85

DOUGLAS 98 PARK AND OPEN SPACE SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	14.3
PARK ACREAGE PROVIDED	13.5
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	77.0
OPEN SPACE PROVIDED	7.5
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	4.05

DOUGLAS 98 LAND USE SUMMARY

USE	AGRES./DU	AGRES./GD	UNITS
LDR RESIDENTIAL (5K/6000' TYP.)	10.5	23.5	105
LDR RESIDENTIAL (4K/7000' TYP.)	23.2	51.5	104
MDR RESIDENTIAL (20/3-10' TYP.)	23.3	51.5	467
SUBTOTAL	77.0	126.5	676
NEIGHBORHOOD PARK	13.0	13.0	-
WETLAND PRESERVE	0.0	0.0	-
LANDSCAPE CORRIDOR*	5.0	5.0	-
DOUGLAS + GRANT LINE ROADS	5.0	5.0	-
SUBTOTAL	5.0	23.0	-
TOTAL		149.5 ACRES	676

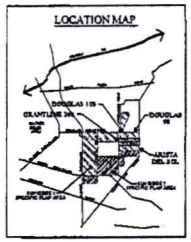
* PARKWAY AND LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

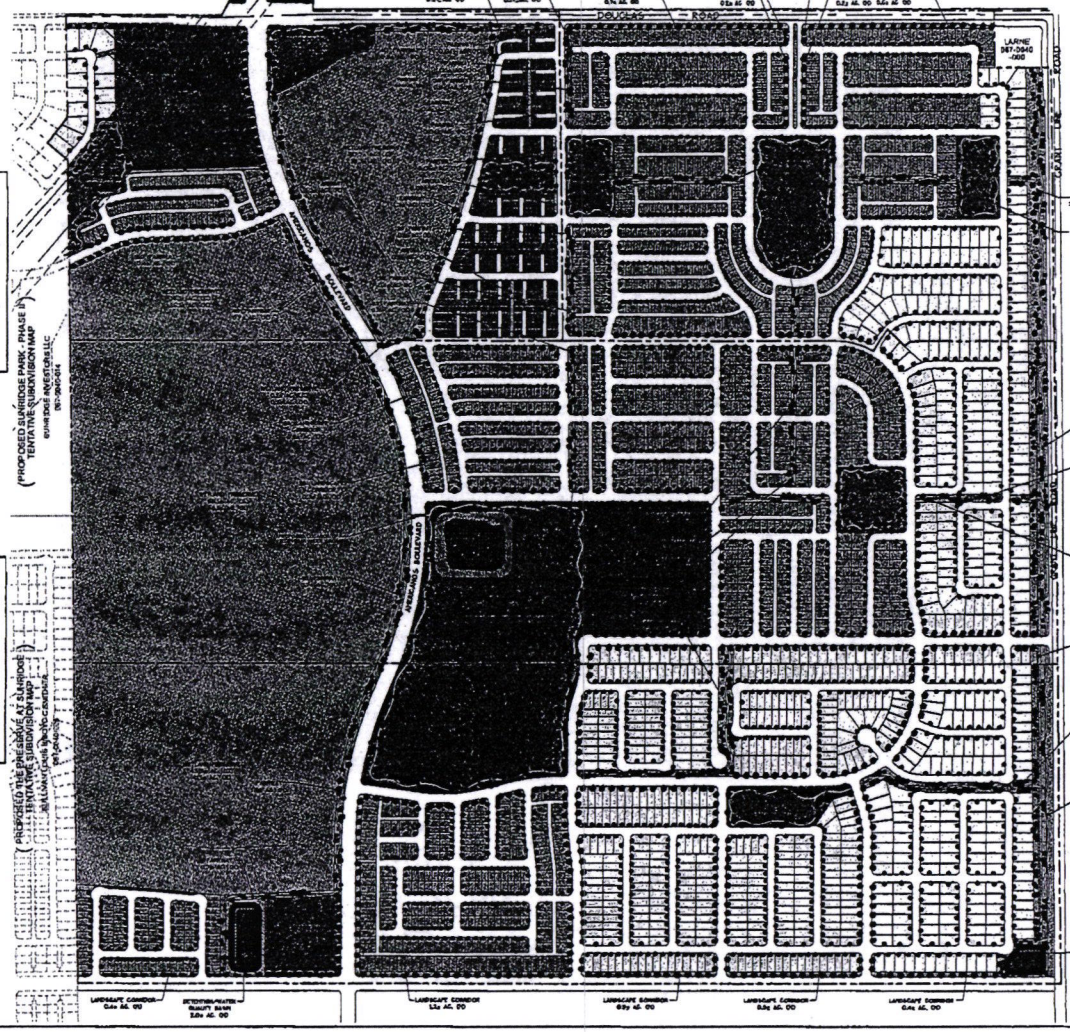
GROSS ACREAGES INCLUDE ALL STREETS, PARKWAYS + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MAJOR RESIDENTIAL STREETS ONLY.

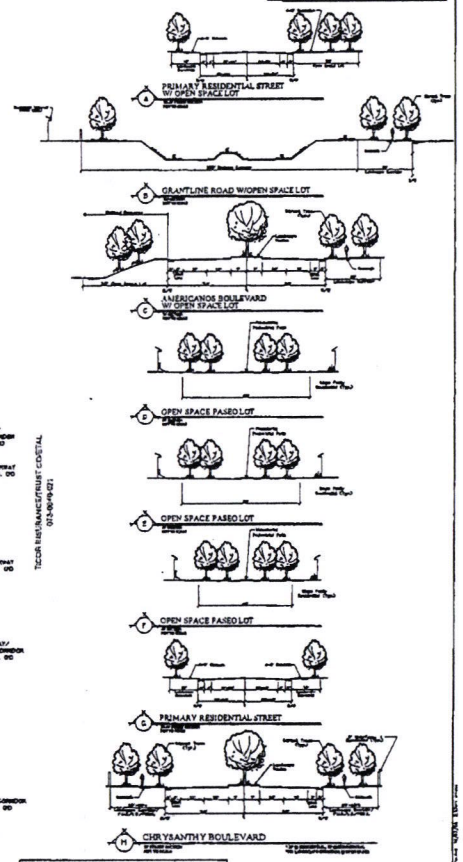
OVERALL PARK AND OPEN SPACE SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	34.1
PARK ACREAGE PROVIDED	34.9
TOTAL CREDITABLE PARK ACREAGE (INCL DOUGLAS 103)	57.31
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	325.1
OPEN SPACE PROVIDED	34.1
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	9.32
OPEN SPACE BENEFIT ZONE	
RESIDENTIAL DEVELOPMENT ACREAGE	325.1
OPEN SPACE BENEFIT ZONE	34.1
OPEN SPACE BENEFIT ZONE/RESIDENTIAL ACREAGE PERCENTAGE	10.38

LOCATION MAP







WOOD RODGERS
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GENERAL PLAN AMENDMENT EXHIBIT

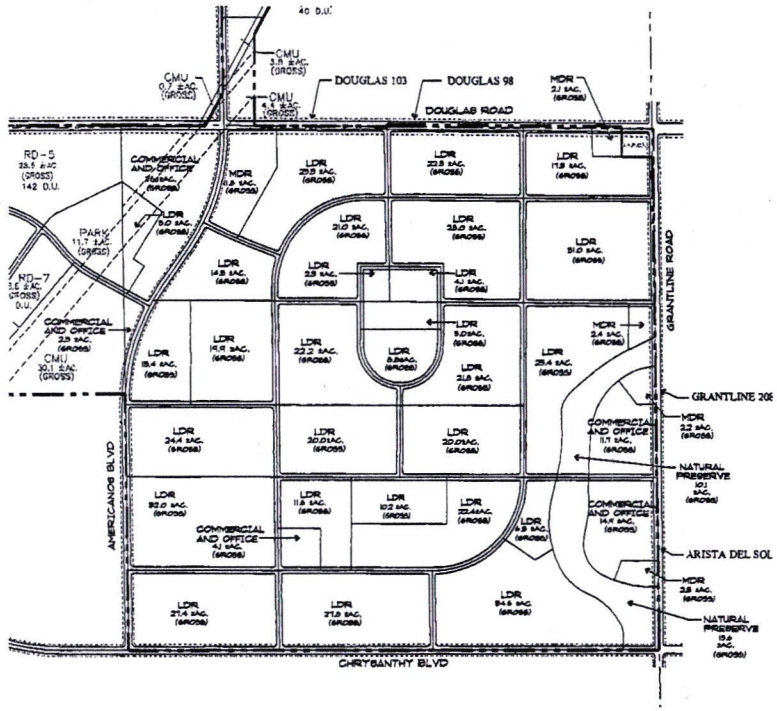
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

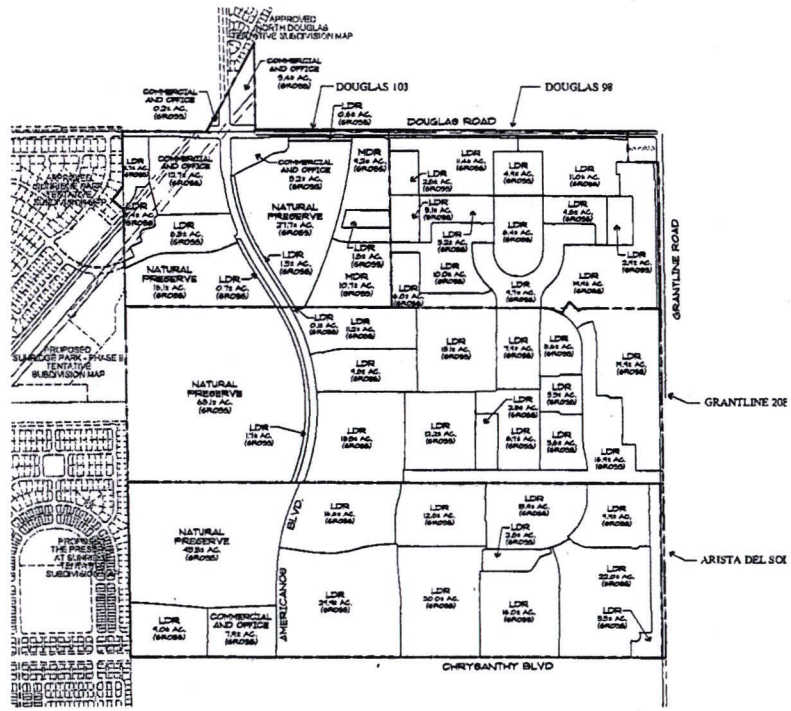
OCTOBER 5, 2004

(REVISED JUNE 3, 2005)

(REVISED FEBRUARY 2, 2006)



Existing General Plan



Proposed General Plan

DOUGLAS 103 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	67.9	LDR	19.8
MDR	21.8	MDR	19.9
COMM AND OFFICE	29.1	COMM AND OFFICE	14.0
NATURAL PRESERVE	-	NATURAL PRESERVE	45.6
TOTAL	108.8		103.0

DOUGLAS 98 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	102.7	LDR	94.9
MDR	4.1	MDR	-
COMM AND OFFICE	-	COMM AND OFFICE	-
NATURAL PRESERVE	-	NATURAL PRESERVE	-
TOTAL	104.8		94.9

GRANTLINE 208 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	180.4	LDR	134.4
MDR	4.6	MDR	-
COMM AND OFFICE	14.0	COMM AND OFFICE	-
NATURAL PRESERVE	10.1	NATURAL PRESERVE	68.2
TOTAL	204.6		207.8

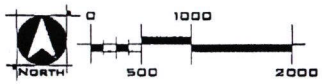
ARISTA DEL SOL COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	173.3	LDR	156.2
MDR	8.9	MDR	-
COMM AND OFFICE	19.0	COMM AND OFFICE	7.9
NATURAL PRESERVE	13.6	NATURAL PRESERVE	43.3
TOTAL	204.2		204.4

NOTE: EXISTING GENERAL PLAN ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

OVERALL SPECIFIC PLAN COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	908.6	LDR	417.3
MDR	80.8	MDR	19.9
COMM AND OFFICE	66.0	COMM AND OFFICE	27.4
NATURAL PRESERVE	83.7	NATURAL PRESERVE	186.3
TOTAL	621.7		614.9



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SPECIFIC PLAN AMENDMENT EXHIBIT

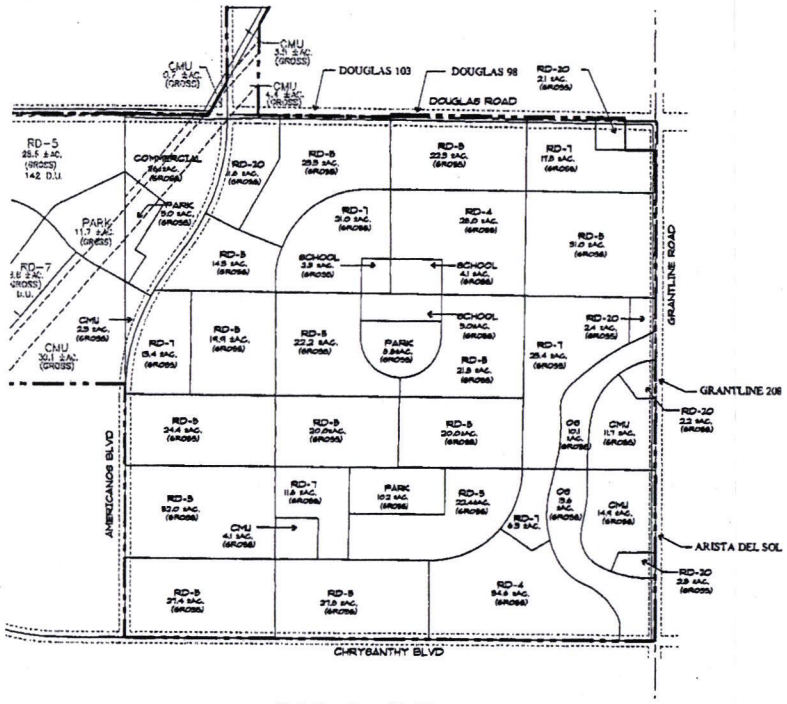
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

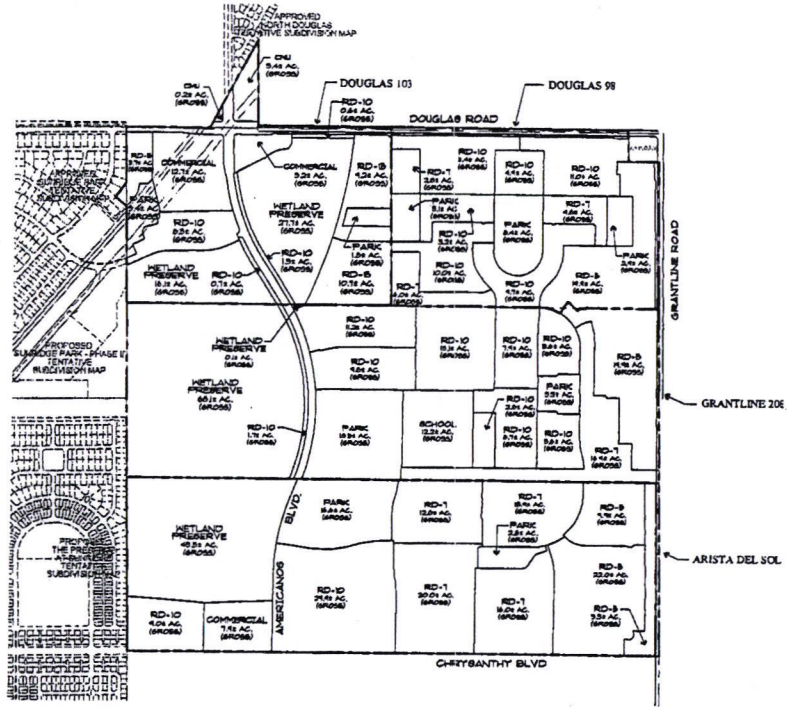
OCTOBER 5, 2004

(REVISED JUNE 3, 2005)

(REVISED FEBRUARY 2, 2006)



Existing Specific Plan



Proposed Specific Plan

DOUGLAS 103 COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-1	-	-	RD-1	-	-
RD-3	34.6	198	RD-3	3.7	14
RD-7	23.0	147	RD-7	-	-
RD-10	-	-	RD-10	10.9	74
RD-15	-	-	RD-15	14.9	225
RD-20	11.9	286	RD-20	-	-
CMU	-	-	CMU	3.6	-
COMMERCIAL	26.1	-	COMMERCIAL	19.9	-
PARK	5.0	-	PARK	8.2	-
SCHOOL	2.0	-	SCHOOL	-	-
OS	-	-	WETLAND PRESERVE	43.6	-
TOTAL	103.8	971		103.0	501

DOUGLAS 98 COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-1	28.0	98	RD-1	-	-
RD-3	33.3	226	RD-3	13.4	68
RD-7	17.3	106	RD-7	23.4	124
RD-10	-	-	RD-10	39.5	471
RD-15	-	-	RD-15	-	-
RD-20	23	40	RD-20	-	-
CMU	-	-	CMU	-	-
COMMERCIAL	-	-	COMMERCIAL	-	-
PARK	-	-	PARK	14.4	-
SCHOOL	4.3	-	SCHOOL	-	-
OS	-	-	WETLAND PRESERVE	-	-
TOTAL	104.8	483		99.9	643

GRANTLINE 208 COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-1	-	-	RD-1	-	-
RD-3	128.3	621	RD-3	14.4	80
RD-7	56.8	260	RD-7	16.1	96
RD-10	-	-	RD-10	68.4	544
RD-15	-	-	RD-15	-	-
RD-20	4.6	83	RD-20	-	-
CMU	14.0	70	CMU	-	-
COMMERCIAL	-	-	COMMERCIAL	-	-
PARK	8.6	-	PARK	22.0	-
SCHOOL	9.0	-	SCHOOL	22.2	-
OS	10.1	-	WETLAND PRESERVE	69.2	-
TOTAL	204.6	LOSE		207.6	724

ARISTA DEL SOL COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-1	34.6	138	RD-1	-	-
RD-3	104.6	548	RD-3	37.2	181
RD-7	17.4	123	RD-7	58.7	423
RD-10	-	-	RD-10	38.4	327
RD-15	-	-	RD-15	-	-
RD-20	2.3	46	RD-20	-	-
CMU	14.0	65	CMU	-	-
COMMERCIAL	-	-	COMMERCIAL	7.5	-
PARK	10.2	-	PARK	19.4	-
SCHOOL	-	-	SCHOOL	-	-
OS	13.6	-	OS	43.3	-
TOTAL	204.2	982		204.4	934

NOTE: EXISTING SPECIFIC PLAN ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

OVERALL SPECIFIC PLAN COMPARISON TABLE

EXISTING SPECIFIC PLAN			PROPOSED SPECIFIC PLAN		
LAND USE	GROSS ACRES	UNITS	LAND USE	GROSS ACRES	UNITS
RD-1	62.6	237	RD-1	-	-
RD-3	330.8	1,603	RD-3	80.7	553
RD-7	98.0	660	RD-7	98.0	660
RD-10	-	-	RD-10	170.4	1,421
RD-15	-	-	RD-15	14.9	313
RD-20	20.8	349	RD-20	-	-
CMU	35.0	165	CMU	3.6	-
COMMERCIAL	26.1	-	COMMERCIAL	27.8	-
PARK	24.0	-	PARK	61.0	-
SCHOOL	15.4	-	SCHOOL	12.2	-
OS	25.7	-	WETLAND PRESERVE	195.3	-
TOTAL	624.4	3,043		614.9	2,627

NORTH

0 500 1000 2000

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REZONE EXHIBIT

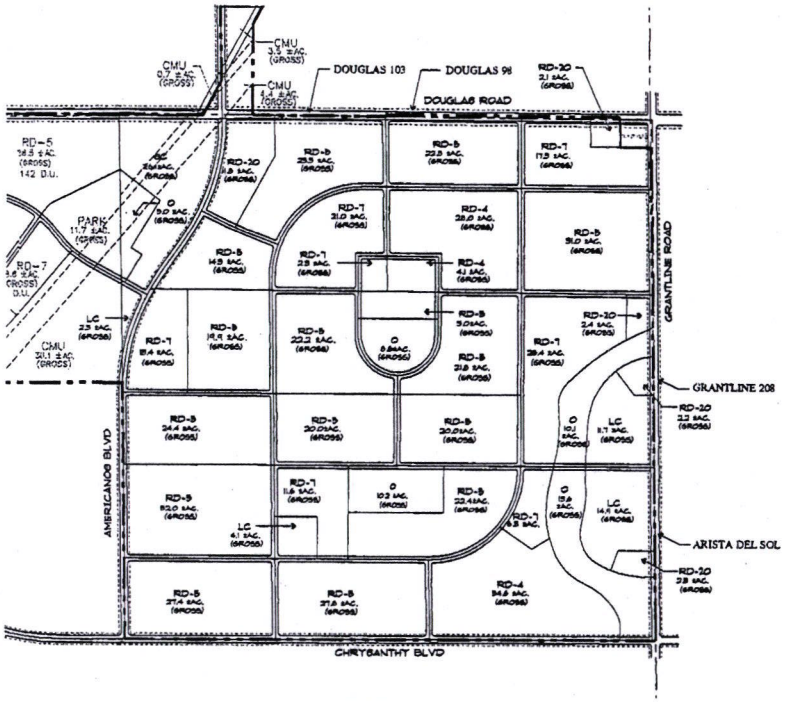
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

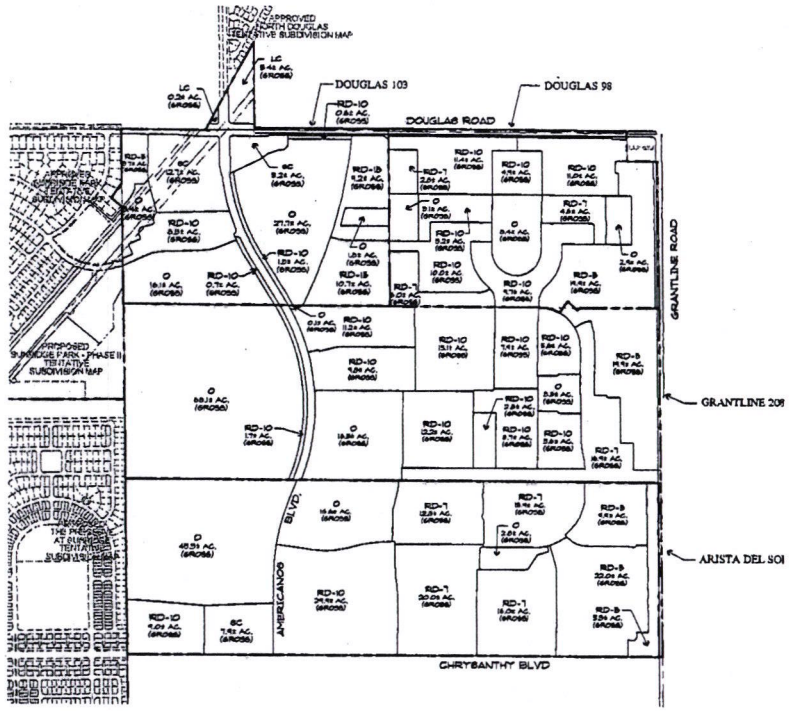
OCTOBER 5, 2004

(REVISED JUNE 3, 2005)

(REVISED FEBRUARY 2, 2006)



Existing Zoning



Proposed Zoning

DOUGLAS 103 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
ZONING	GROSS ACRES	ZONING	GROSS ACRES
RD-4	-	RD-4	-
RD-5	34.6	RD-5	37
RD-7	23.3	RD-7	13.4
RD-10	-	RD-10	32.8
RD-15	-	RD-15	-
RD-20	11.8	RD-20	14.9
LC	-	LC	-
SC	26.1	SC	26.1
O	9.0	O	14.0
TOTAL	109.8		103.0

DOUGLAS 98 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
ZONING	GROSS ACRES	ZONING	GROSS ACRES
RD-4	28.2	RD-4	-
RD-5	20.2	RD-5	13.1
RD-7	17.5	RD-7	15.4
RD-10	-	RD-10	42.2
RD-15	-	RD-15	-
RD-20	21	RD-20	-
LC	-	LC	-
SC	-	SC	-
O	14.0	O	14.4
TOTAL	104.9		98.9

GRANTLINE 208 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
ZONING	GROSS ACRES	ZONING	GROSS ACRES
RD-4	-	RD-4	-
RD-5	133.2	RD-5	72.5
RD-7	38.8	RD-7	15.1
RD-10	-	RD-10	60.6
RD-15	-	RD-15	-
RD-20	4.6	RD-20	-
LC	14.0	LC	-
SC	-	SC	-
O	18.9	O	40.1
TOTAL	204.6		207.9

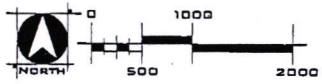
ARISTA DEL SOL COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
RD-4	34.6	RD-4	-
RD-5	104.6	RD-5	37.5
RD-7	17.4	RD-7	62.5
RD-10	-	RD-10	58.1
RD-15	-	RD-15	-
RD-20	-	RD-20	-
LC	2.3	LC	-
SC	14.0	SC	-
O	-	O	7.9
	25.8		62.7
TOTAL	204.2		204.4

OVERALL SPECIFIC PLAN COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
ZONING	GROSS ACRES	ZONING	GROSS ACRES
RD-4	66.7	RD-4	-
RD-5	338.8	RD-5	80.7
RD-7	97.5	RD-7	65.0
RD-10	-	RD-10	182.6
RD-15	-	RD-15	14.4
RD-20	20.8	RD-20	-
LC	40.5	LC	3.6
SC	26.1	SC	23.8
O	34.9	O	219.3
TOTAL	625.7		614.9

NOTE: EXISTING ZONING ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.



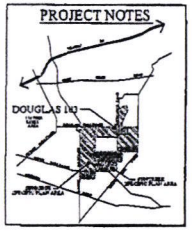
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Sacramento, CA 95816
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ILLUSTRATIVE LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

DOUGLAS 103

CITY OF RANCHO CORDOVA, CALIFORNIA

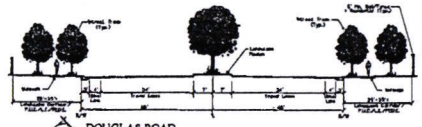
JUNE 6, 2005

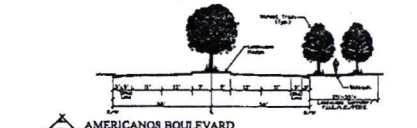


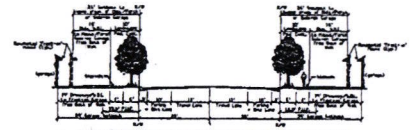
PROJECT NOTES

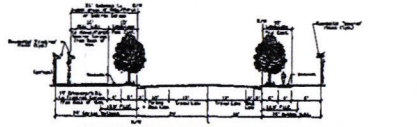
OWNER DOUGLAS SHOPPING 103 INVESTORS LP/A RIVERHOUSE INVESTMENTS 7700 COLLEGE TOWN DR., SUITE 220 SACRAMENTO, CA 95826	GENERAL PLAN RD-5, RD-10, RD-15, RD-30 ZONING DESIGNATION RD-5, RD-10, RD-15, RD-30, O
APPLICANT/DEVELOPER WOODRIDGE PARTNERS 121 WOODSIDE CIRCLE, SUITE 210 FOLSOM, CA 95630 CONTACT: JIM GILLINGHAM PHONE: (916) 608-0600	NUMBER OF LOTS/ACREAGE 302 SINGLE FAMILY LOTS 1 PARCELS FOR SINGLE-FAMILY RESIDENTIAL (RD-10 + RD-15) 1 CLUSTER 2 COMMERCIAL LOTS 1 OPEN SPACE 1 PARK LOTS 1 DETENTION 1 RETAINING PRESERVE LOTS 2 LANDSCAPE CORRIDOR LOTS
PLANNING/ENGINEERING/SURVEYING WOOD RODGERS, INC. 3301 C STREET, BLDG. 100-B SACRAMENTO, CA 95816 CONTACT: DONALD MUDD PHONE: (916) 341-7760	PUBLIC AGENCIES/UTILITY PURVEYORS FIRE DISTRICT: COUNTY OF SACRAMENTO WATER: COUNTY OF SACRAMENTO SEWER: SACRAMENTO COUNTY SANITATION DISTRICT #1 GAS: SMUD ELECTRICITY: SMUD CATV: PLEASE CALL > ELECTRIC TELEPHONE: SBC SCHOOL DISTRICT: ELK GROVE UNIFIED SCHOOL DISTRICT FIRE DISTRICT: SACRAMENTO METRO FIRE DISTRICT PARK DISTRICT: CORDOVA RECREATION + PARK DISTRICT
ASSESSOR'S PARCEL NUMBER 067-0040-014	
AREA 23.6± ACRES	
EXISTING/PROPOSED LAND USE RD-5, RD-10, RD-15, RD-30, MP-SRA	
ENVIRONMENTAL CONSTRAINTS RD-5, RD-10, RD-15: WETLAND PRESERVE	

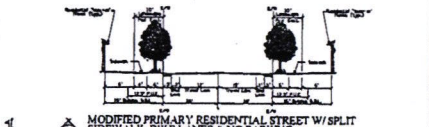
NOTES:
1. THE BOUNDARY SHOWN HEREON IS A GRAPHIC REPRESENTATION OF THE DEED AND EASEMENT LINES BASED ON RECORD INFORMATION.
2. VILLAGE SUBAREA LAYOUT NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE DETERMINED AT FINAL PLAT AND/OR IMPROVEMENT PLAN STAGE.
3. THE TOPOGRAPHIC SURVEY WAS FLOWN IN NOVEMBER 2003.
4. PARKLAND DEDICATION REQUIREMENT = 302 SF DU x 0.015% = 4.5 AC PARKLAND REQUIRED.
TOTAL PARKLAND PROVIDED = 9.2 ACRES (TOTAL PARKLAND CREDIT = 3.9)
5. INDICATES AREA OF DEVIATION FROM CURRENT IMPROVEMENT STANDARDS.



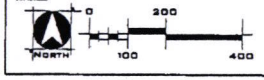












LAND USE SUMMARY

LAND USE/VILLAGE NO.	GENERAL PLAN/ZONING PLAN/ZONING	USE	ACRES (G)	ACRES (NG)	UNITS
VILLAGE 1	LDR/MDR-1/RD-5	LOW RESIDENTIAL (TYPICAL TYP.)	3.5	3.7	
VILLAGE 4	LDR/MDR-1/RD-15	LOW RESIDENTIAL (TYPICAL TYP.)	7.5	9.5	
VILLAGES 2 + 3 *	LDR/MDR-1/RD-10	LOW RESIDENTIAL (TYPICAL TYP.)	12.6	10.4	
SUBTOTAL			23.6	23.6	302
LOT A + B		COMMERCIAL	10.5	10.4	
LOT C		PARK	4.5	4.5	
LOT D + E		DETENTION	0.4	0.4	
LOT F		RETAINING PRESERVE	0.2	0.2	
LOT G + H		LANDSCAPE CORRIDOR	0.2	0.2	
LOT I + J		PARKWAY	0.4	0.4	
LOT K + L		OPEN SPACE	3.4	3.4	
DOUGLAS ROAD + AMERICANOS BOULEVARD		PUBLIC ROAD	4.5	4.5	
SUBTOTAL			24.2	24.2	
TOTAL			48.0	47.8	302

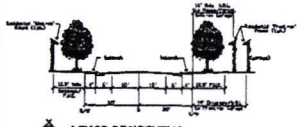
* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ADJACENT PARCELS.

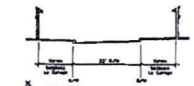
GROSS ACREAGES INCLUDE ALL STREETS + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE ONLY RESIDENTIAL STREETS ONLY.

SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PER WESTERN EXECUTION OF THE SUBDIVISION MAP ACT.

PARK AND OPEN SPACE SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	4.5
PARK ACREAGE PROVIDED	4.5
TOTAL CREDITABLE PARK ACREAGE	4.5
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	48.0
OPEN SPACE PROVIDED	3.4
OPEN SPACE/RECREATIONAL ACREAGE PERCENTAGE	7.0%
OPEN SPACE BENEFIT ZONE	
RESIDENTIAL DEVELOPMENT ACREAGE	48.0
OPEN SPACE BENEFIT ZONE	3.4
OPEN SPACE BENEFIT ZONE/RESIDENTIAL ACREAGE PERCENTAGE	7.0%





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

ILLUSTRATIVE LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

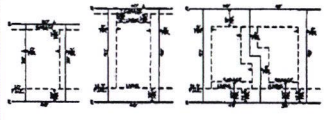
DOUGLAS 98

CITY OF RANCHO CORDOVA, CALIFORNIA

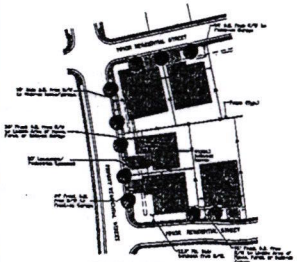
JANUARY 30, 2004

(REVISED APRIL 30, 2004)

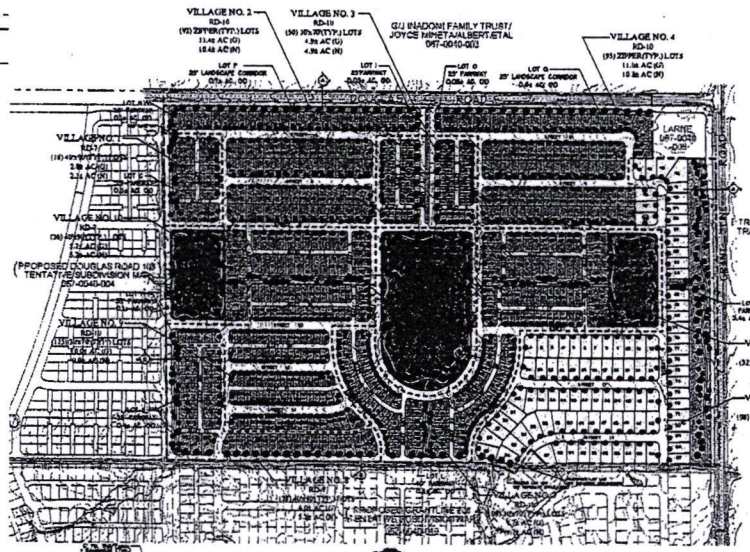
(REVISED JUNE 3, 2005)



TYPICAL RD-10 BUILDING SETBACKS

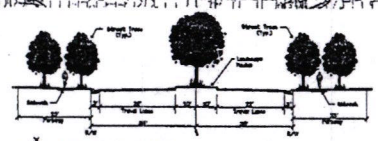


TYPICAL SETBACK EXHIBIT

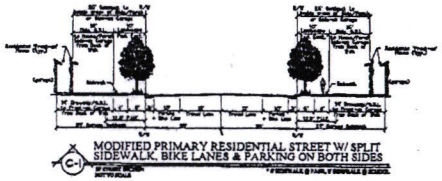




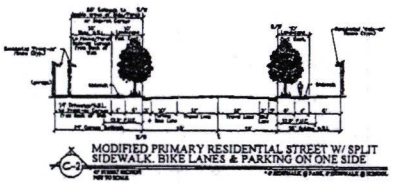
A DOUGLAS ROAD/GRANT LINE ROAD



B MAIN ENTRY ROAD



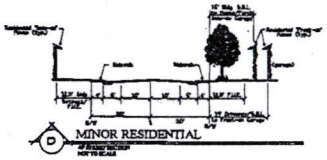
C-1 MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES



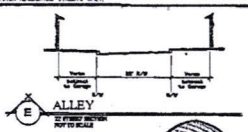
C-2 MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON ONE SIDE



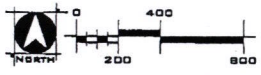
C-3 MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & NO PARKING



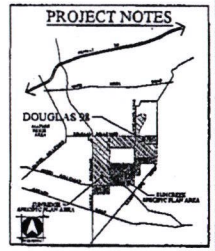
D MINOR RESIDENTIAL



E ALLEY



PROJECT NOTES



PROJECT NOTES

OWNER
DOUGLAS 98, LLC.
c/o SUE GALLEGOS
2101 EXPOSITION BLVD, SUITE 204
SACRAMENTO, CA. 95815

ENGINEER / SURVEYOR
WOOD RODGERS
3301 'C' STREET, BLDG. 100-B
SACRAMENTO, CA. 95816
CONTACT: ADRIAN FULLMORE/BRAD HOPE/DAVID YEE
PHONE: (916) 341-7760

ASSESSORS PARCEL NUMBER
067-0040-004

AREA
100± ACRES

EXISTING GENERAL PLAN
RD-4, RD-5, RD-7, RD-10, SCHOOL

PROPOSED GENERAL PLAN
RD-5, RD-7, RD-10, PARK

EXISTING ZONING
RD-4, RD-5, RD-7, RD-10

PROPOSED ZONING
RD-5, RD-7, RD-10, O

NUMBER OF LOTS PROPOSED
610 SINGLE FAMILY LOTS
10 SINGLE FAMILY LOTS
PHASE 1 FOR SINGLE-FAMILY RESIDENTIAL RD-5 + RD-7
VILLAGES:
3 NEIGHBORHOOD PARK LOTS
12 PARKWAY LOTS
2 LANDSCAPE CORRIDOR LOTS

PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS:	COUNTY OF SACRAMENTO
WATER:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	PG&E
GAS:	NATURAL GAS + ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION + PARK DISTRICT

NOTES:
1. THE SUBDIVISION SHOWN HEREON IS A GRAPHIC REPRESENTATION OF THE DESIGN AND SUBDIVISION LINES BASED ON RECORD INFORMATION.
2. VILLAGE (LARGE LOT) NUMBERS IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE GENERALLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. THE TOPOGRAPHY SHOWN HEREON WAS FLOWN IN NOVEMBER 2003.
4. INDICATES AREA OF DEVIATION FROM CURRENT IMPROVEMENT STANDARDS.
5. PARKLAND DEDICATION REQUIREMENT = 610 SF DU x 0.0206 = 14.5 AC. PARKLAND REQUIRED
TOTAL PARKLAND PROVIDED = 15.3 ACRES.
6. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(a) OF THE SUBDIVISION MAP ACT.
7. A 10.0' P.U.E. WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHT OF WAYS EXCEPT THOSE ADJACENT TO 30'X70' AND 40'X80' LOTS WHICH WILL HAVE A 10' P.U.E.

PARK AND OPEN SPACE SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	14.5
PARK ACREAGE PROVIDED	15.3
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	79.0
OPEN SPACE PROVIDED	7.6
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	9.6%

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (G)	ACRES (NET)	UNITS
VILLAGE 3	LDR/RD-5/RD-5	S-F RESIDENTIAL CLUSTER TYP.)	10.0	19.5	98
VILLAGES 1, 6 + 10	LDR/RD-7/RD-7	S-F RESIDENTIAL CLUSTER TYP.)	37.5	69.6	324
VILLAGES 2, 5 + 9	LDR/RD-10/RD-10	S-F RESIDENTIAL CLUSTER TYP.)	31.0	54.6	284
VILLAGES 4 + 8	LDR/RD-10/RD-10	S-F RESIDENTIAL CLUSTER TYP.)	20.7	35.4	197
SUBTOTAL			79.0	69.3	610
LOTS A, B + G	LDR/RD-10/RD-7	NEIGHBORHOOD PARK	8.0	14.4	-
LOTS D-E	-	PARKWAY*	0.4	-	-
LOTS F + G	-	LANDSCAPE CORRIDOR*	1.0	-	-
DOUGLAS + GRANT LINE ROADS	-	MAJOR ROADS	7.7	-	-
SUBTOTAL			4.0	14.4	-
TOTAL				100.1 ±GROSS	610

* PARKWAY AND LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.
GRAPH ACREAGES INCLUDE ALL STREETS, PARKWAYS + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE ONLY RESIDENTIAL STREETS ONLY.

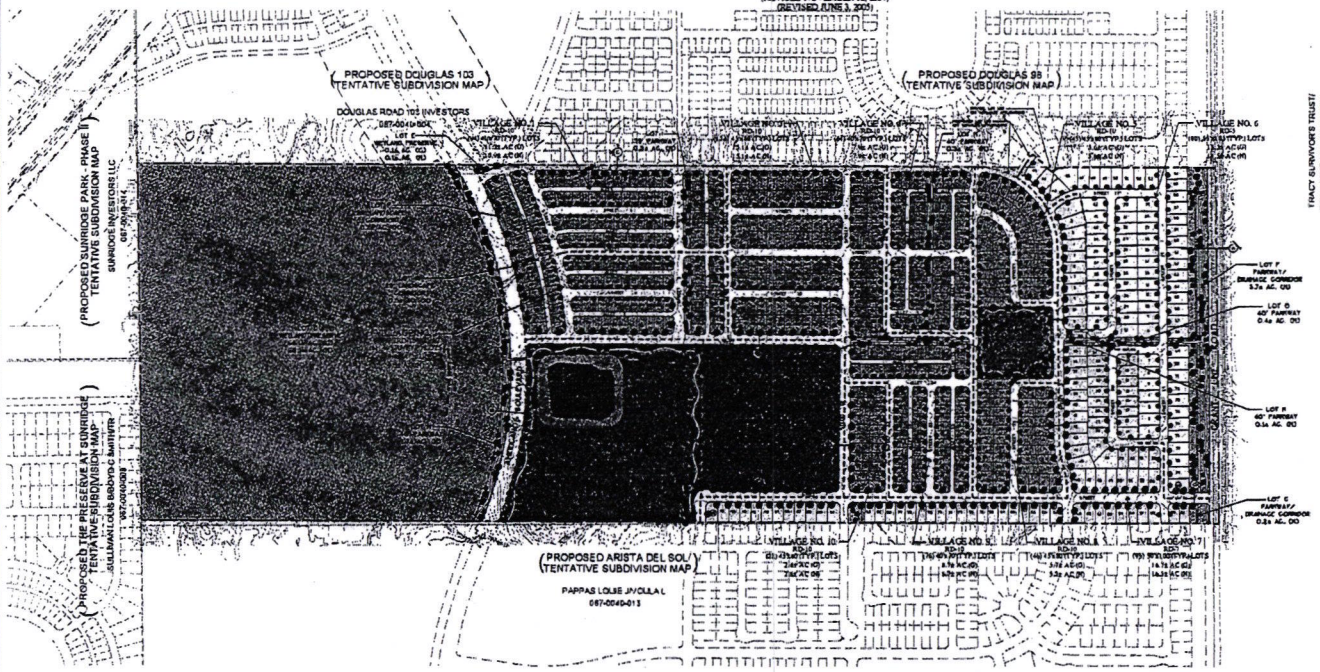
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

ILLUSTRATIVE LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

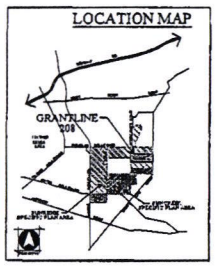
GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 13, 2004
(REVISED NOVEMBER 12, 2004)
(REVISED JUNE 3, 2005)



LOCATION MAP



PROJECT NOTES

OWNER
GRANTLINE INVESTORS, LLC
c/o RIVER WEST INVESTMENTS, INC.
1700 SOUTH RIVER PARK DR., SUITE 201
SACRAMENTO, CA. 95864
CONTACT: BRIAN YEE
PHONE: (916) 374-0950

PLANNING/ENGINEERING/SURVEYOR
WOOD-RODGERS, INC.
3301 'C' STREET, BLDG. 100-B
SACRAMENTO, CA. 95816
CONTACT: DOUG PAPPAS/TIM/JOHN HIBDON
PHONE: (916) 341-7760

ASSESSORS PARCEL NUMBERS
067-0040-013

AREA
210± ACRES

EXISTING GENERAL PLAN
RD-5, RD-7, RD-10, PARK, SCHOOL, OPEN SPACE, SAC

PROPOSED GENERAL PLAN
RD-5, RD-7, RD-10, PARK, SCHOOL, WETLAND PRESERVE

EXISTING ZONING
RD-5, RD-7, RD-20, O, LC

PROPOSED ZONING
RD-7, RD-10, O

NUMBER OF LOTS/LARGE LOTS
724 SINGLE FAM'Y LOTS
10 LARGE LOTS FOR SINGLE-FAMILY RESIDENTIAL (RD-7 + RD-10 VILLAGES)
3 LOTS FOR SCHOOL + PARK
3 LOTS FOR WETLAND PRESERVE
8 LOTS FOR PARKWAY/DRAINAGE CORRIDOR
2 LOTS FOR PARKWAY
2 LANDSCAPE CORRIDOR LOTS

PUBLIC SERVICES & UTILITY PROVIDERS

IMPROVEMENTS:	COUNTY OF SACRAMENTO
WATER:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	SMUD
GAS:	PACIFIC GAS + ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
TRANSIT DISTRICT:	SACRAMENTO METRO TRANSIT DISTRICT
PARK DISTRICT:	CORDOVA RECREATION + PARK DISTRICT

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(A) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PROJECT.
3. A 12.5 FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHTS-OF-WAY GRANTED AS APPROVED BY THE CITY ENGINEER.
4. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
5. AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN IN DECEMBER 2003.
6. THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
7. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENT IS HEREBY ABANDONED:
   (A) 40' PUBLIC HIGHWAY OR ROAD AND ALL NECESSARY UTILITIES TO THE COUNTY OF SACRAMENTO PER RESOLUTION OF BOARD OF SUPERVISORS ORDER NO. 24106 DATED 1/9/1963 AND RECORDED IN BOOK 6301 PAGE 124 OF OFFICIAL RECORDS.
8. INDICATES AREA OF DEVIATION FROM CURRENT RD-7 STANDARDS.
9. PARKLAND DEDICATION REQUIREMENT = 724 SF DU x 0.0026 = 1.9 AC. PARKLAND REQUIRED.
   TOTAL PARKLAND PROVIDED = 20.4 ACRES.

PARK AND OPEN SPACE SUMMARY TABLE

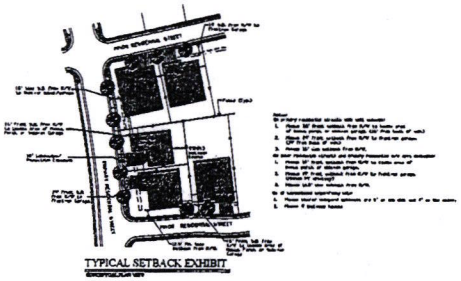
	ACRES
PARKS	
PARK ACREAGE REQUIRED	14.9
PARK ACREAGE PROVIDED	17.4
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	97.2
OPEN SPACE PROVIDED	13.7
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	12.6%
OPEN SPACE BENEFIT ZONE	
RESIDENTIAL DEVELOPMENT ACREAGE	97.2
OPEN SPACE BENEFIT ZONE	10.8
OPEN SPACE BENEFIT ZONE/RESIDENTIAL ACREAGE PERCENTAGE	11.1%

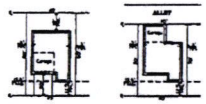
LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (G)	ACRES (C)	UNITS
VILLAGE 6	LDR/RD-5/MD-5	5.4' RESIDENTIAL (50'X100' TYP.)	14.5	18.0	80
VILLAGE 7	LDR/MD-7/RD-7	5.4' RESIDENTIAL (50'X100' TYP.)	26.6	29.7	148
VILLAGES 3, 3.5, 8 + 10	LDR/MD-10/MD-10	5.4' RESIDENTIAL (45'X90' TYP.)	15.2	17.2	124
VILLAGES 1, 2, 4 + 9	LDR/MD-10/MD-10	5.4' RESIDENTIAL (40'X90' TYP.)	31.0	37.5	319
SUBTOTAL			97.2	105.8	724
LOTS A + B	LDR/PARK/O	NEIGHBORHOOD PARK	20.4	22.0	-
LOT C	LDR/SCHOOL/RD-5	ELEMENTARY SCHOOL	11.0	12.0	-
LOTS D + E	LDR/WETLAND PRESERVE/O	WETLAND PRESERVE	6.8	6.8	-
LOTS F + K	LDR/MD-7/MD-7	PARKWAY/DRAINAGE CORRIDOR	5.9	-	-
LOTS H+G	-	PARKWAY	0.8	1.7	-
LOTS J + N	-	LANDSCAPE CORRIDOR*	0.3	-	-
AMERICANOS BOULEVARD + GRANT LINE ROAD	-	-	4.6	4.6	-
SUBTOTAL			105.2	104.8	-
TOTAL				ENTIRE ACRES	724

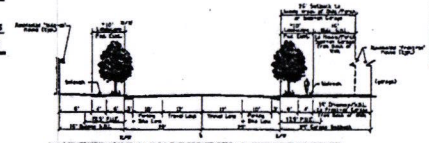
* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MAJOR RESIDENTIAL STREETS ONLY.

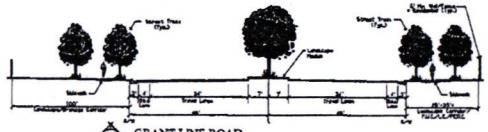




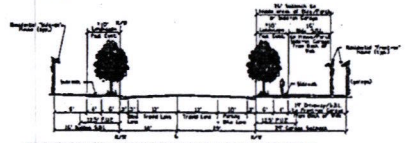
TYPICAL RD-10 BUILDING SETBACKS



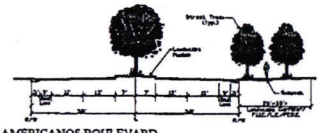
C MODIFIED PRIMARY RESIDENTIAL STREET W/SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES



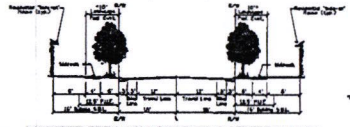
A GRANT LINE ROAD



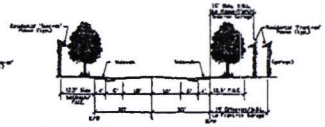
C-1 MODIFIED PRIMARY RESIDENTIAL STREET W/SPLIT SIDEWALK, BIKE LANES & PARKING ON ONE SIDE



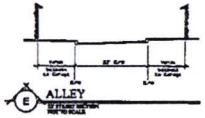
B AMERICANOS BOULEVARD



C-2 MODIFIED PRIMARY RESIDENTIAL STREET W/SPLIT SIDEWALK, BIKE LANES & NO PARKING



D MINOR RESIDENTIAL



E ALLEY

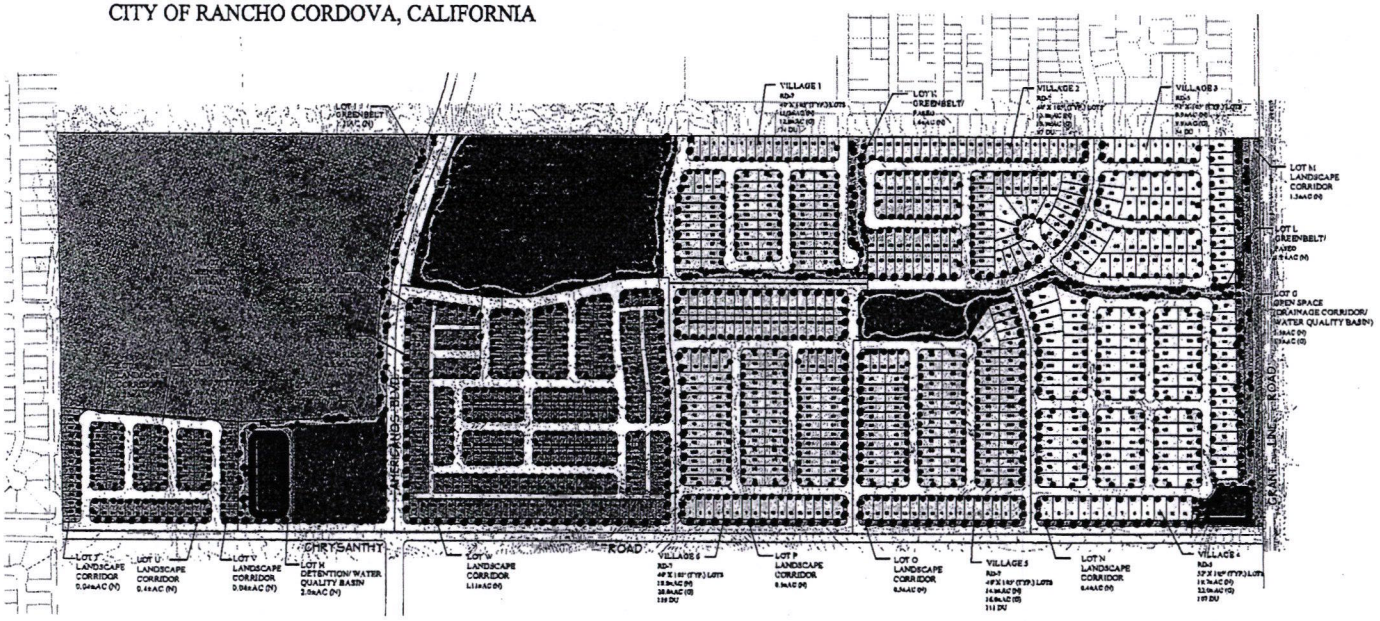


WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St. Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

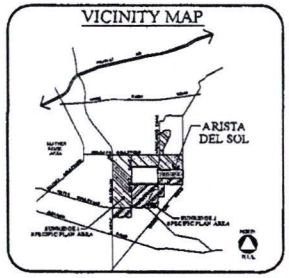
ILLUSTRATIVE TENTATIVE MAP

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA



VICINITY MAP



PROJECT NOTES

OWNER
PAMPAS INVESTMENTS
2026 L STREET, 5th FLOOR
SACRAMENTO, CA 95810
CONTACT: THADDEUS JOHNSON
PHONE: (916) 447-7100

PLANNER/ENGINEER/SURVEYOR
G. C. WALLACE OF CALIFORNIA INC.
2150 RIVER PLAZA DR. SUITE 100
SACRAMENTO, CA. 95833
CONTACT: ANDREA MAYER
PHONE: (916) 286-7600

ASSESSORS PARCEL NUMBERS
067-0040-013

AREA
209.44 ACRES

EXISTING/PROPOSED SPECIFIC PLAN
RD-5, RD-7, RD-10, PARK, OPEN SPACE, COMMERCIAL

EXISTING/PROPOSED ZONING
RD-5, RD-7, RD-10, O, SC

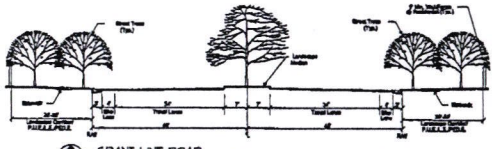
PROPOSED LOTS/PARCELS
906 SINGLE FAMILY LOTS
1 PARCELS FOR COMMERCIAL
5 PARCELS FOR OPEN SPACE, PARK & DETENTION BASIN
15 LANDSCAPE CORRIDORS & PASEOS

PUBLIC SERVICES & FACILITY PROVIDERS

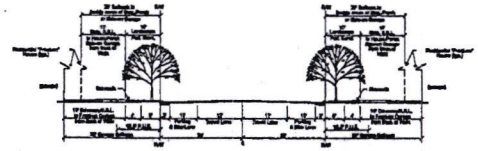
IMPROVEMENTS:	CITY OF RANCHO CORDOVA
WATER:	SACRAMENTO COUNTY WATER AGENCY (ZONE 40)
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	S.M.U.D.
GAS:	PACIFIC GAS & ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION & PARK DISTRICT

LAND USE SUMMARY

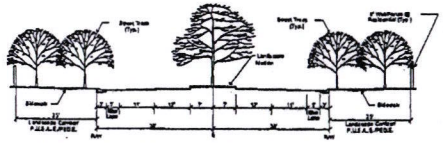
LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGES 3, 4	LDR/RD-5/RD-5	SF RESIDENTIAL	29.6	31.9	161
VILLAGES 1, 2, 5, 6	LDR/RD-7/RD-7	SF RESIDENTIAL	58.7	62.7	421
VILLAGES 7, 8, 9	LDR/R-10/R-10	SF RESIDENTIAL	33.13	38.9	324
SUBTOTAL			121.43	133.3	906
LOT C	CONV-OFFICE/COMMERCIAL/SC	SHOPPING CENTER	4.0	5.6	-
SUBTOTAL			4.0	5.6	-
LOT A	NATURAL PRESERVE/OPEN SPACE/OPEN SPACE		41.1	43.3	-
LOT J	NATURAL PRESERVE/OPEN SPACE/GREENBELT		1.2	-	-
LOTS D, F	LDR/RD-5/O	NEIGHBORHOOD PARK	18.8	19.4	-
LOTS L	LRD/RD-5/RD-5	GREENBELT/PASEO	1.2	-	-
LOTS K	LDR/RD-7/RD-7	GREENBELT/PASEO	1.8	-	-
LOTS M, N	LRD/RD-5/RD-5	LANDSCAPE CORRIDOR	1.2	-	-
LOTS O, P	LDR/RD-7/RD-7	LANDSCAPE CORRIDOR	1.0	-	-
LOTS S, T, U, V, X, Y	LDR/R-10/R-10	LANDSCAPE CORRIDOR	1.58	-	-
LOT H	CONV-OFFICE/COMMERCIAL/SC	DETENTION/WATER QUALITY BASIN	2.0	2.2	-
LOT I	CONV-OFFICE/COMMERCIAL/SC	GREENBELT	0.7	-	-
LOT G	LDR/RD-5/RD-5	DRAINAGE CORRIDOR / WATER QUALITY BASIN	3.5	5.4	-
SUBTOTAL			74.88	70.3	-
PUBLIC STREETS	-	-	8.99	-	-
TOTAL				209.4	906 D.U.



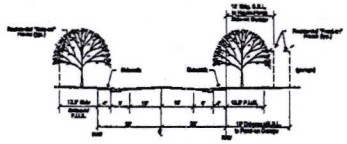
A GRANT LINE ROAD
N.T.S.



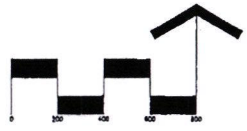
C MODIFIED PRIMARY RESIDENTIAL STREET W/ 6FT SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES
N.T.S.



B AMERICANOS BOULEVARD & CHRYSANTHY ROAD
N.T.S.



D MINOR RESIDENTIAL
N.T.S.



REVISED: OCTOBER 6, 2005
JULY 5, 2005
JUNE 8, 2005
OCTOBER 27, 2004
MARCH 17, 2004

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100, SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 286-7600 • FAX: (916) 286-7601

PROJECT #: RC-04-077

880' WALKING MAP
SUNRIDGE EAST
JULY 19, 2005

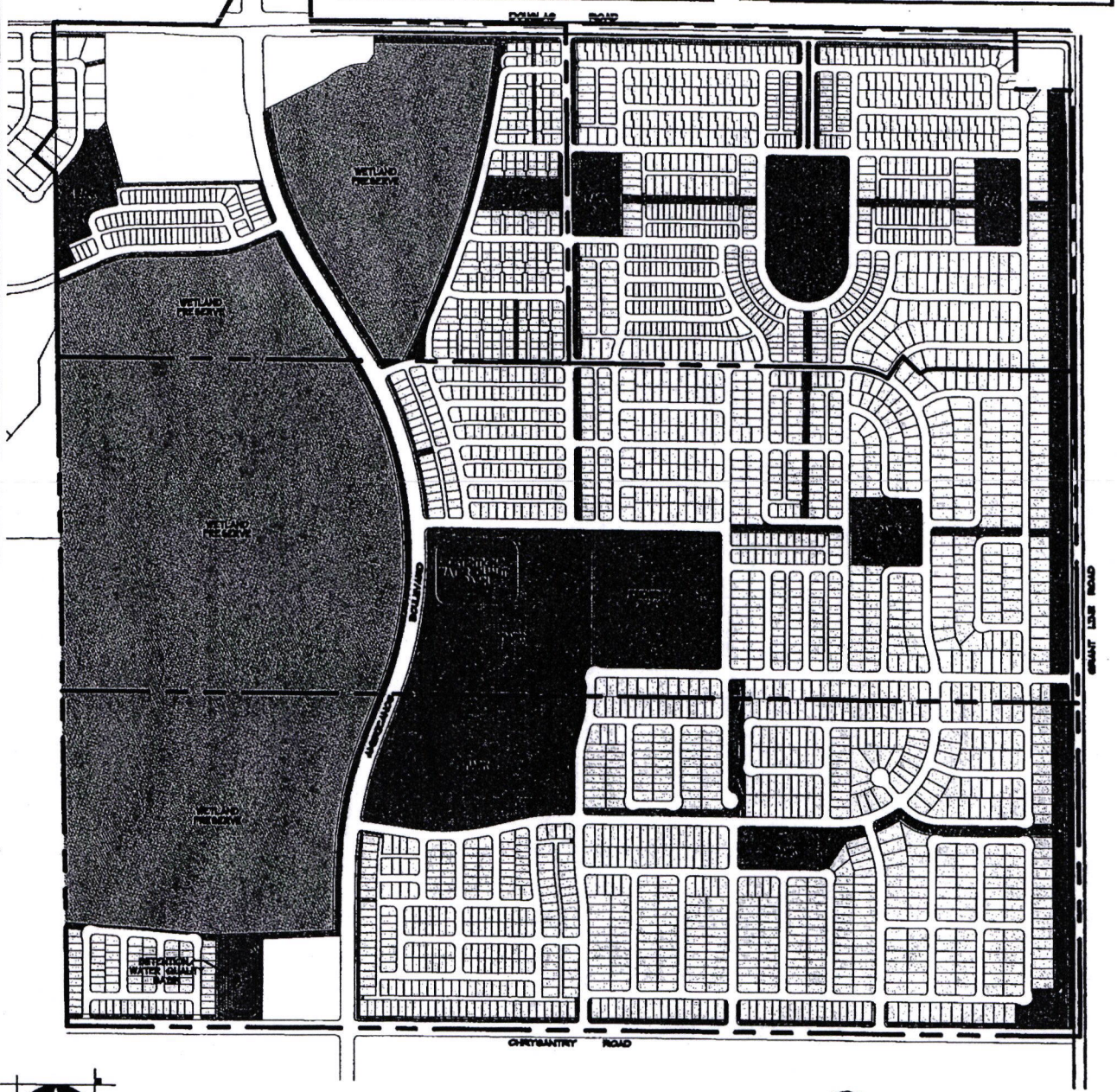
PROJECT ANALYSIS

TOTAL RESIDENTIAL LOTS	2,627
TOTAL LOTS WITHIN 880' WALKING DISTANCE	2,627
PERCENTAGE OF LOTS WITHIN 880' WALKING DISTANCE TO PARKLAND/OPEN SPACE	100%

LEGEND

PARK/OPEN SPACE AREAS

LOTS + RESIDENTIAL AREAS WITHIN 880' WALKING DISTANCE OF PARK/OPEN SPACE AREA



NORTH
N.T.S.

WOOD RODGERS
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PHONE: (916) 341-7760 FAX: (916) 341-7767

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PARKS EXHIBIT

SUNRIDGE EAST

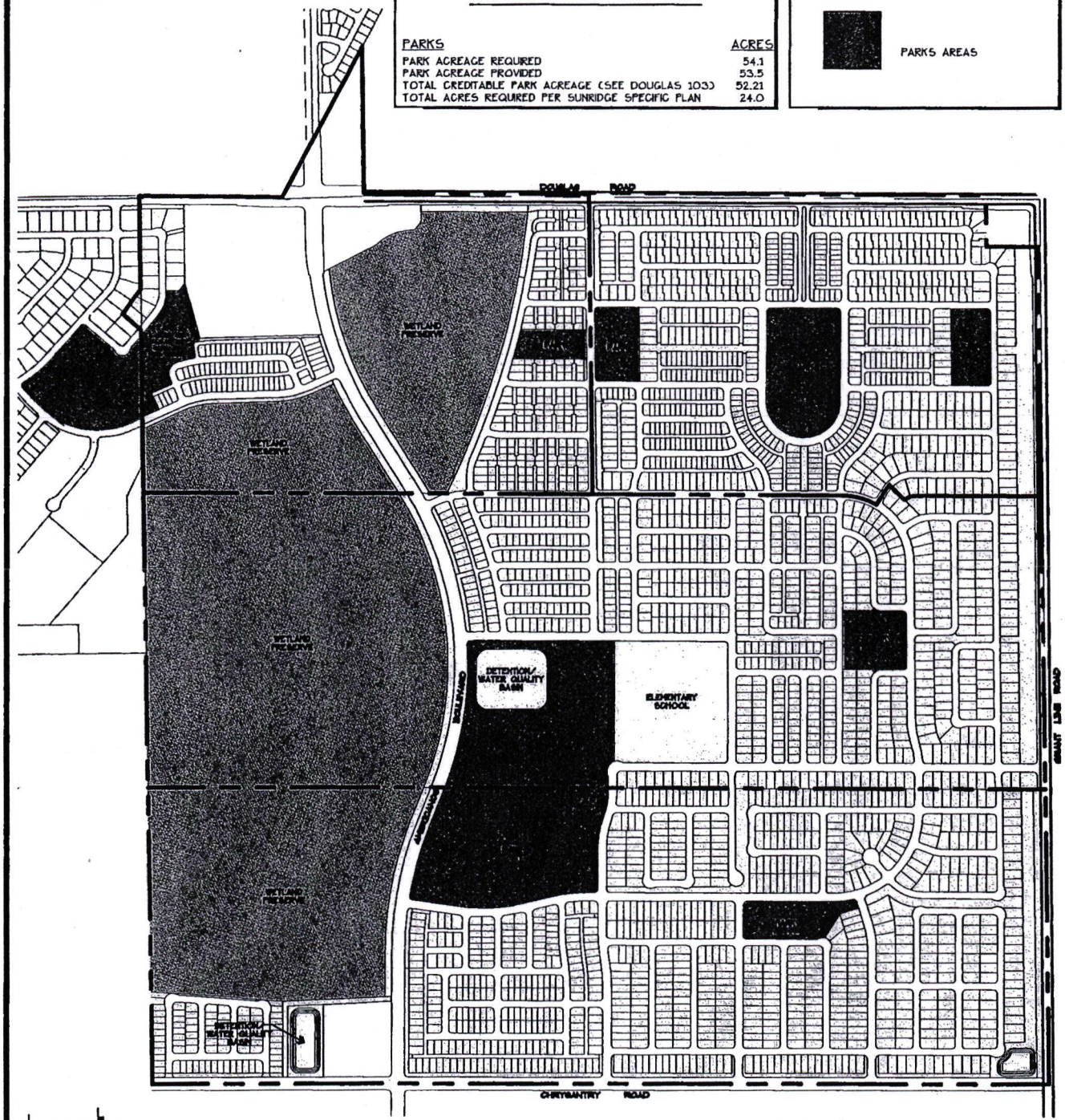
OCTOBER 11, 2005

OVERALL PARK SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	54.1
PARK ACREAGE PROVIDED	53.5
TOTAL CREDITABLE PARK ACREAGE (SEE DOUGLAS 103)	52.21
TOTAL ACRES REQUIRED PER SUNRIDGE SPECIFIC PLAN	24.0

LEGEND

PARKS AREAS



NORTH
N.T.S.

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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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OPEN SPACE EXHIBIT

SUNRIDGE EAST

OCTOBER 6, 2005

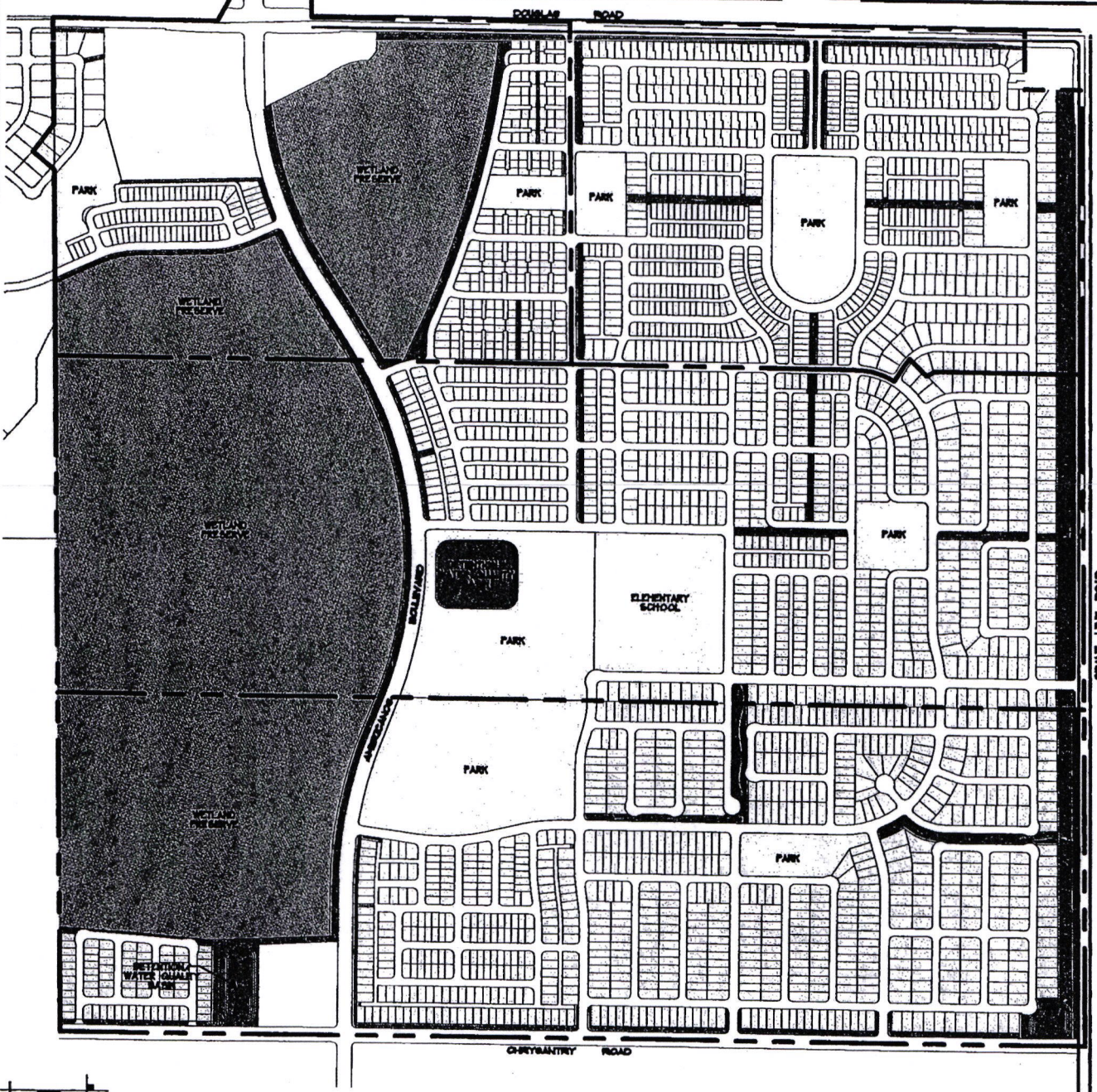
OVERALL OPEN SPACE SUMMARY TABLE

OPEN SPACE	ACRES
RESIDENTIAL DEVELOPMENT ACREAGE	326.1
OPEN SPACE PROVIDED	30.94
OPEN SPACE AS A PERCENTAGE OF RESIDENTIAL ACREAGE	9.5%

OPEN SPACE ACREAGE INCLUDES ALL PARKWAYS, PEDESTRIAN PASEOS, TRAILS, DETENTION BASINS AND LANDSCAPE CORRIDORS.

LEGEND

OPEN SPACE AREAS



NORTH
N.T.S.

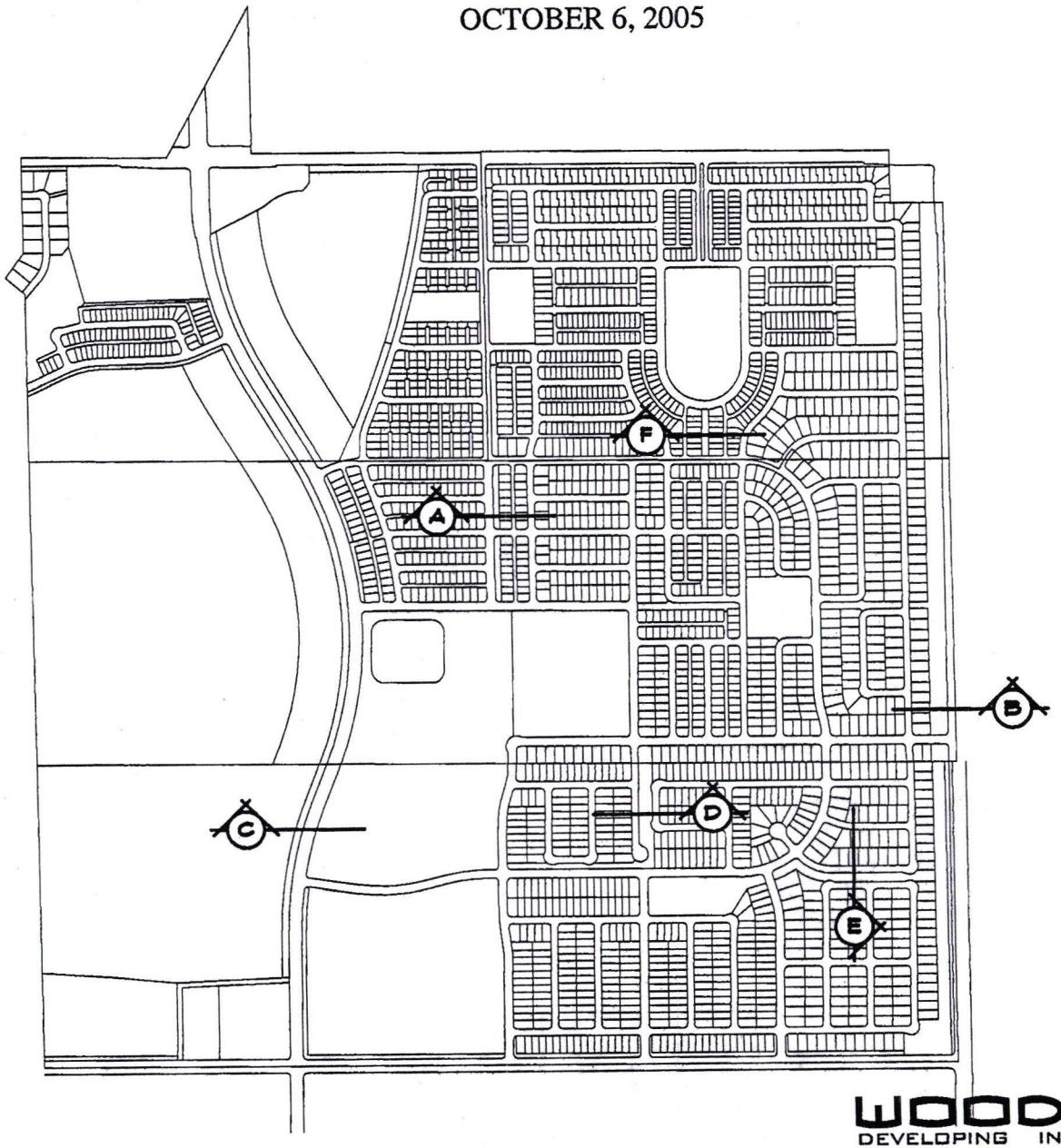
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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OPEN SPACE SECTION - KEY MAP

SUNRIDGE EAST

OCTOBER 6, 2005



NORTH

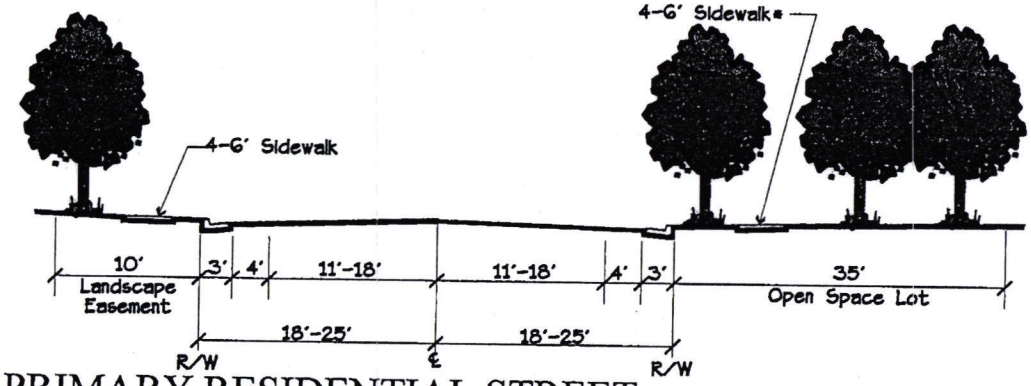
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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OPEN SPACE SECTIONS

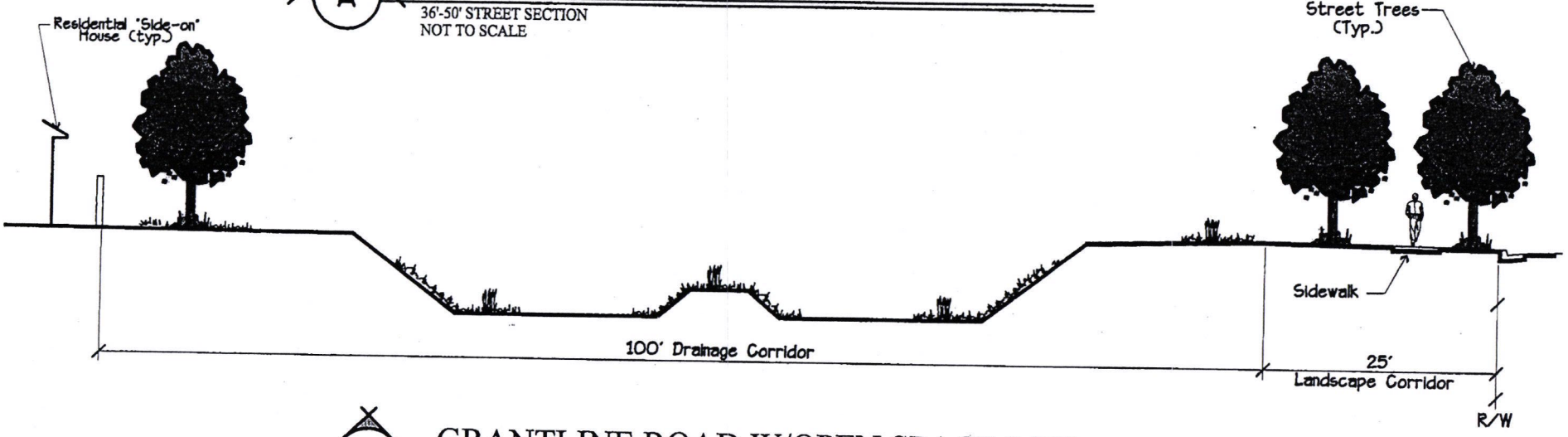
SUNRIDGE EAST

OCTOBER 6, 2005



A PRIMARY RESIDENTIAL STREET W/ OPEN SPACE LOT

36'-50' STREET SECTION
NOT TO SCALE



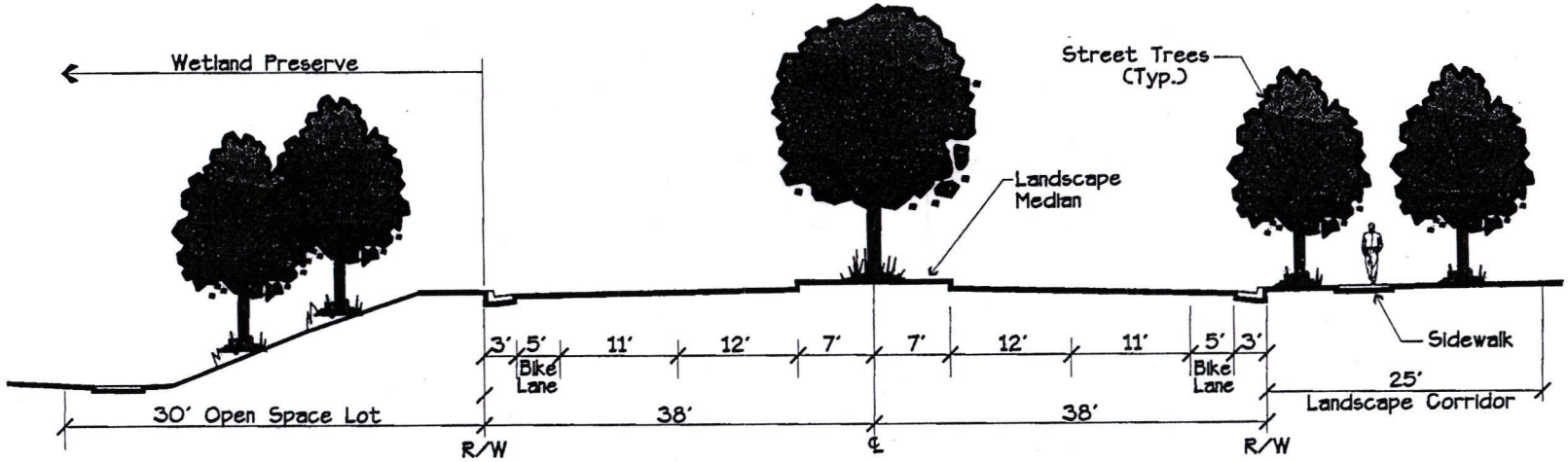
B GRANTLINE ROAD W/OPEN SPACE LOT

100' SECTION
NOT TO SCALE

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

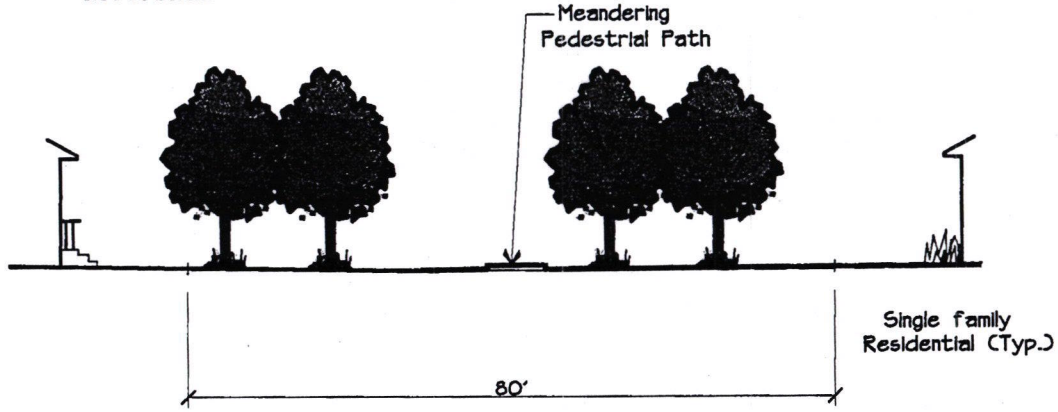
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OPEN SPACE SECTIONS
SUNRIDGE EAST
OCTOBER 6, 2005



C AMERICANOS BOULEVARD W/ OPEN SPACE LOT

76' SECTION
NOT TO SCALE



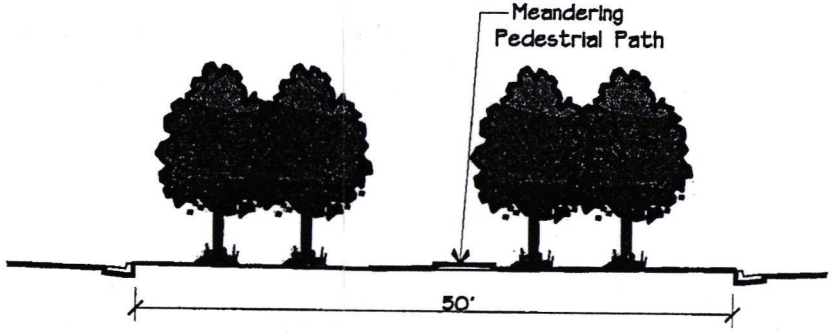
D OPEN SPACE PASEO LOT

80' SECTION
NOT TO SCALE

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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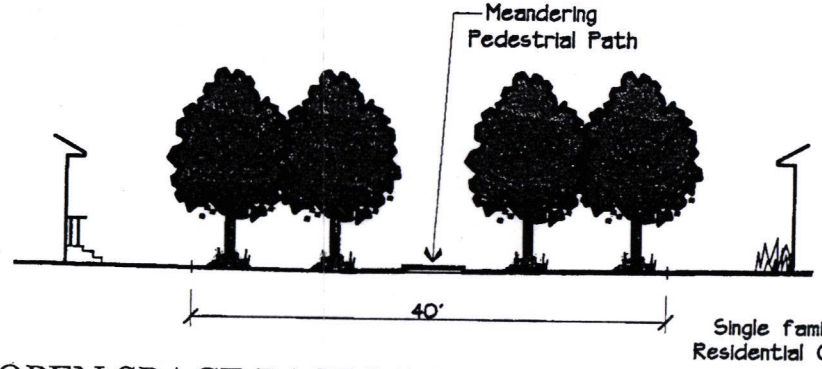
OPEN SPACE SECTIONS
SUNRIDGE EAST
OCTOBER 6, 2005



E

OPEN SPACE PASEO LOT

50' SECTION
NOT TO SCALE



F

OPEN SPACE PASEO LOT

40' SECTION
NOT TO SCALE

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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Attachment 4

*** WinMetro Label Set ****
Date : 7/3/2003
Report : Avery 5160 Laser Labels 3 Across
ort : PARCEL
ount : 11

For :
of :
By :

Recs Processed : 0
Dups Screened : 0
CRs Screened : 0
Bad Addresses : 0
Labels Produced : 11

067 0040 003 0080
red & Jane Wakita
0630 13th St
Sacramento, CA 95831-2258

067 0040 004 0000
Douglas Road 103 Investors
7700 College Town Dr #118
Sacramento, CA 95826-2303

067 0040 005 0000
Douglas Road 98 Limited Partnership
1205 La Sierra Dr
Sacramento, CA 95864-3049

067 0040 006 0000
obert & Chris Ksidakis Larne
560 Oxbow Ridge Pl
Fair Oaks, CA 95628-6163

067 0040 012 0000
Geisreiter Richard E & Geisreiter
120 13th Ave
Santa Cruz, CA 95062-4830

067 0040 013 0000
Louie & Voula Pappas
5229 Yorkville Pl
Carmichael, CA 95608-6273

072 0300 003 0000
James D & Christina Weidinger
2575 Douglas Rd
ancho Cordova, CA 95742-6923

073 0010 007 0000
Tracy & Tracy Bypass
3601 Grant Line Rd
Rancho Cordova, CA 95742-7004

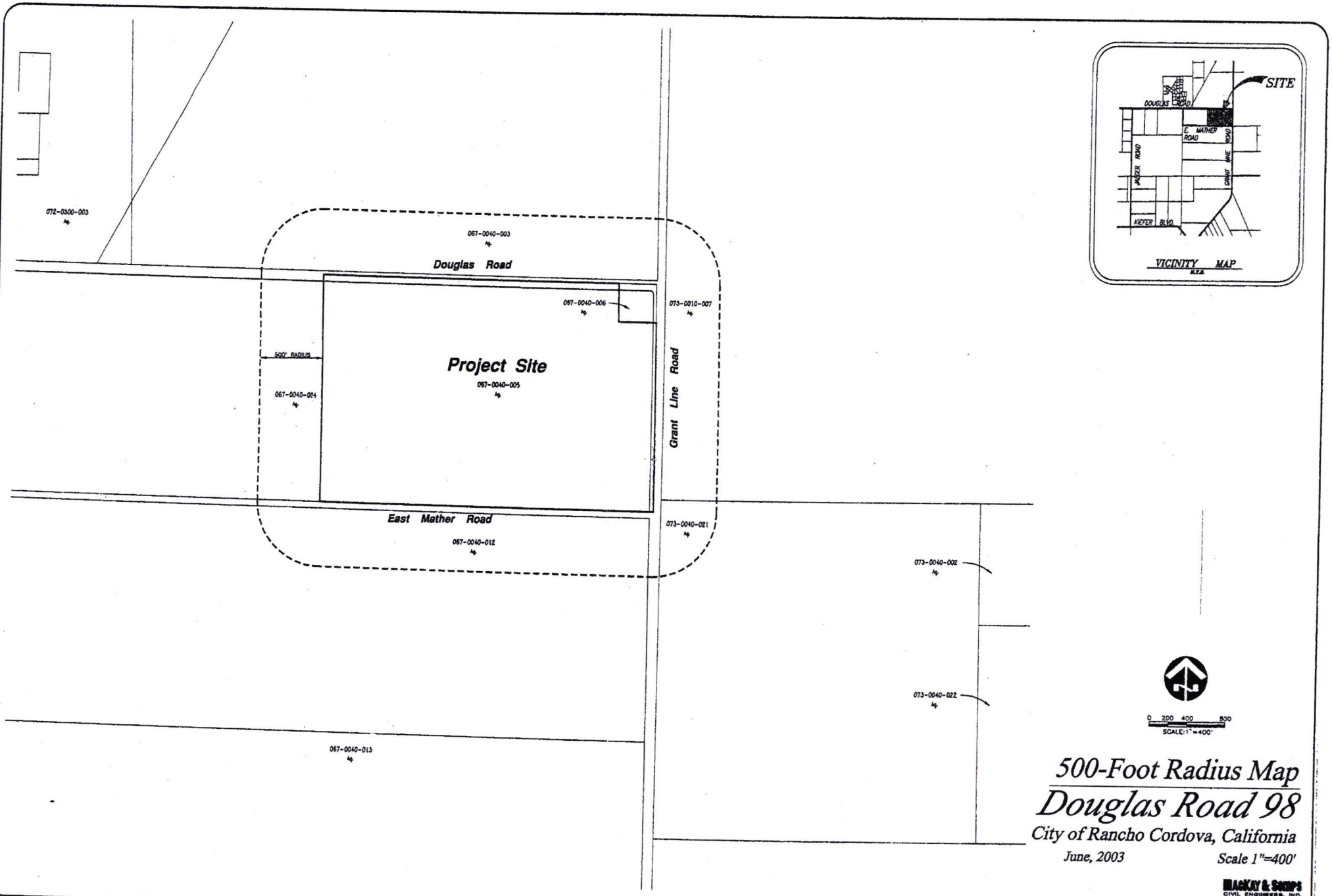
073 0040 002 0000
Elmer G Kellett
13122 Glory Ln
Rancho Cordova, CA 95742-7001

73 0040 021 0000
Ticor Insurance & Trust Co
7700 College Town Dr #101
icramento, CA 95826-2303

073 0040 022 0000
Ticor Insurance & Trust Co
7700 College Town Dr #101
Sacramento, CA 95826-2303

Smooth Feed Sheets™
Use template for 5160®

025



500-Foot Radius Map

Douglas Road 98

City of Rancho Cordova, California

June, 2003 Scale 1"=400'

MACKAY & SOMPS
CIVIL ENGINEERS, INC.

7655-20

067-0040-012-0000 1
GRANTLINE INVESTORS INC
BRIAN VAIL
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826-

067-0040-004-0000 2
DOUGLAS ROAD 103 INVESTORS
7700 COLLEGE TOWN DR 118
SACRAMENTO CA 95826-

067-0040-005-0000 3
DOUGLAS ROAD 98 LIMITED PARTNERSHIP
1205 LA SIERRA DR
SACRAMENTO CA 95864-

067-0040-008-0000 4
SULLIVAN LOUIS B/BOYD C SMITH/TR
A/P FAMILY INV
2560 MISSION COLL BL 101
SANTA CLARA CA 95050-

067-0040-013-0000 5
PAPPAS LOUIE J/VOULA L
5229 YORKVILLE PL
CARMICHAEL CA 95608-

067-0040-014-0000 6
SUNRIDGE INVESTORS LLC
BRIAN C VAIL
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826-

073-0010-007-0000 7
TRACY SURVIVOR'S TRUST/TRACY
BYPASS TRUST/ETAL
3601 GRANT LINE RD
RANCHO CORDOVA CA 95742-

073-0040-021-0000 8
TICOR INSURANCE/TRUST CO/ETAL
7700 COLLEGE TOWN DR 101
SACRAMENTO CA 95826-

073-0040-023-0000 9
TSAKOPOULAS ANGELO K/ETAL
DIANE RICHMOND
7700 COLLEGETOWN DR 101
SACRAMENTO CA 95826-

067-0040-010-0000 10
GUS C/JULIE M GIANULIAS FAMILY
REVOCABLE TRUST /
2264 FAIR OAKS BL 100
SACRAMENTO CA 95825-

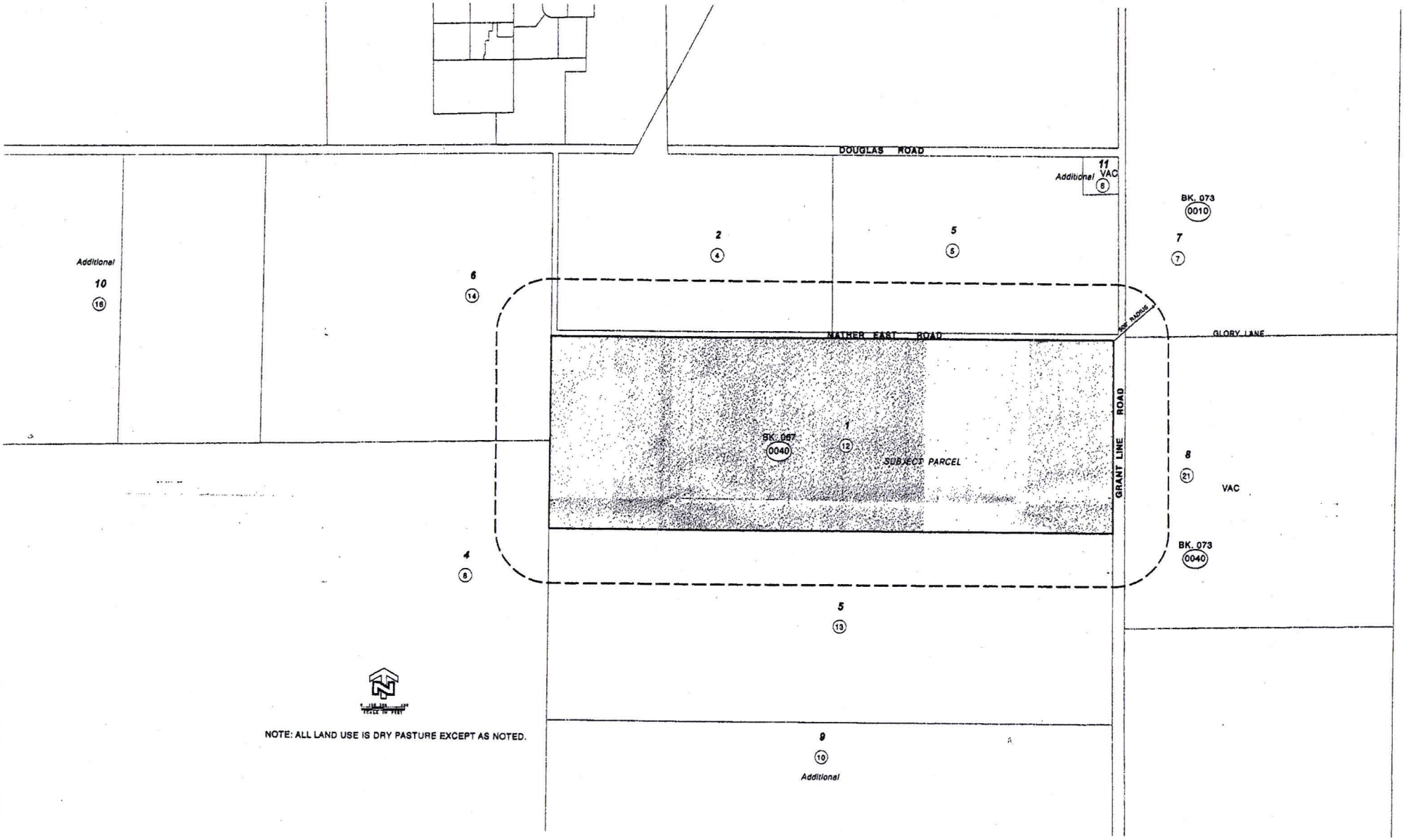
ADDITIONAL LABELS

067-0040-016-0000 11
CRESLEIGH HOMES CORPORATION
TOM WONG
433 CALIFORNIA ST SEVENTH
SAN FRANCISCO CA 94104-

067-0040-006-0000 12
LARNE ROBERT C/CHRIS KSIDAKIS
4560 OXBOW RIDGE PL
FAIR OAKS CA 95628-

C/O SEAN MOSS
WOOD-RODGERS, INC.
3301 C STREET, BUILDING 100B
SACRAMENTO CA 95816

064



NOTE: ALL LAND USE IS DRY PASTURE EXCEPT AS NOTED.

67 0040 008 0000
Louis Sullivan & C Smith Boyd
2560 Mission College Blvd #101
anta Clara, CA 95054

067 0040 010 0000
Gus C & Julie M Gianulias
2264 Fair Oaks Blvd #100
Sacramento, CA 95825

067 0040 012 0000
Grantline Investors Inc
7700 College Town Dr #109
Sacramento, CA 95826

57 0040 013 0000
ouie & Voula Pappas
5229 Yorkville Pl
Carmichael, CA 95608

073 0040 021 0000
Conwy Llc
2401 Manning St #E
Sacramento, CA 95815

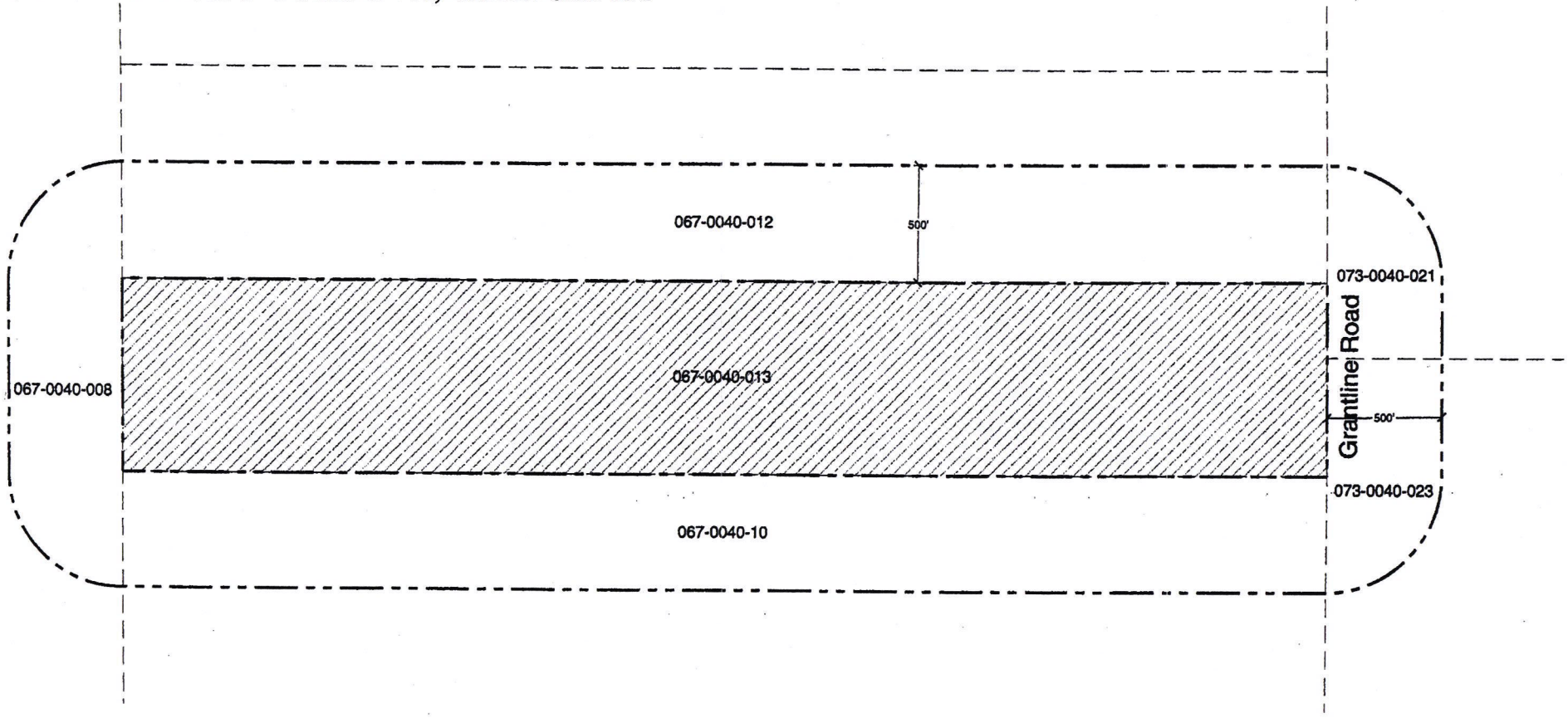
073 0040 023 0000
Conwy Llc
2401 Manning St #E
Sacramento, CA 95815

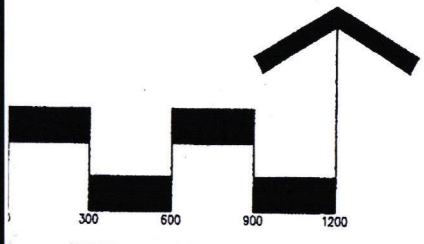
OWNERSHIP EXHIBIT

ARISTA DEL SOL

APN : 067-0040-013

CITY OF RANCHO CORDOVA, CALIFORNIA





MARCH 5, 2004

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 286-7600 • FAX: (916) 286-7601

307-001\dwg\planning\Exh\r-own.dwg, kedwards, 14:06:38, 03-04-04

067-0040-004
DOUGLAS ROAD 103 INVESTORS
7700 COLLEGE TOWN DR 118
SACRAMENTO CA 95826

067-0040-003
ALBERT K/JOYCE W MINETA 1991 REV
TRUST/ETAL
1905 UNIVERSITY WAY
SAN JOSE CA 95126

067-0040-005
DOUGLAS ROAD 98 LIMITED
PARTNERSHIP
1205 LA SIERRA DR
SACRAMENTO CA 95864

067-0040-012
GRANTLINE INVESTORS INC
7700 COLLEGE TOWN DR 215
SACRAMENTO CA 95826

067-0650-005
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826

067-0650-021
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826

067-0650-022
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826

067-0650-022
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826

072-0370-016
JAMES D/CHRISTINA WEIDINGER
REVOCABLE TRUST
12575 DOUGLAS RD
RANCHO CORDOVA CA 95742

072-0370-089
AEROJET GENERAL CORP
P O BOX 1322
SACRAMENTO CA 95813

072-0440-017
INTERSTATE PROPERTIES LLC
3915 SECURITY PARK DR B
RANCHO CORDOVA CA 95742

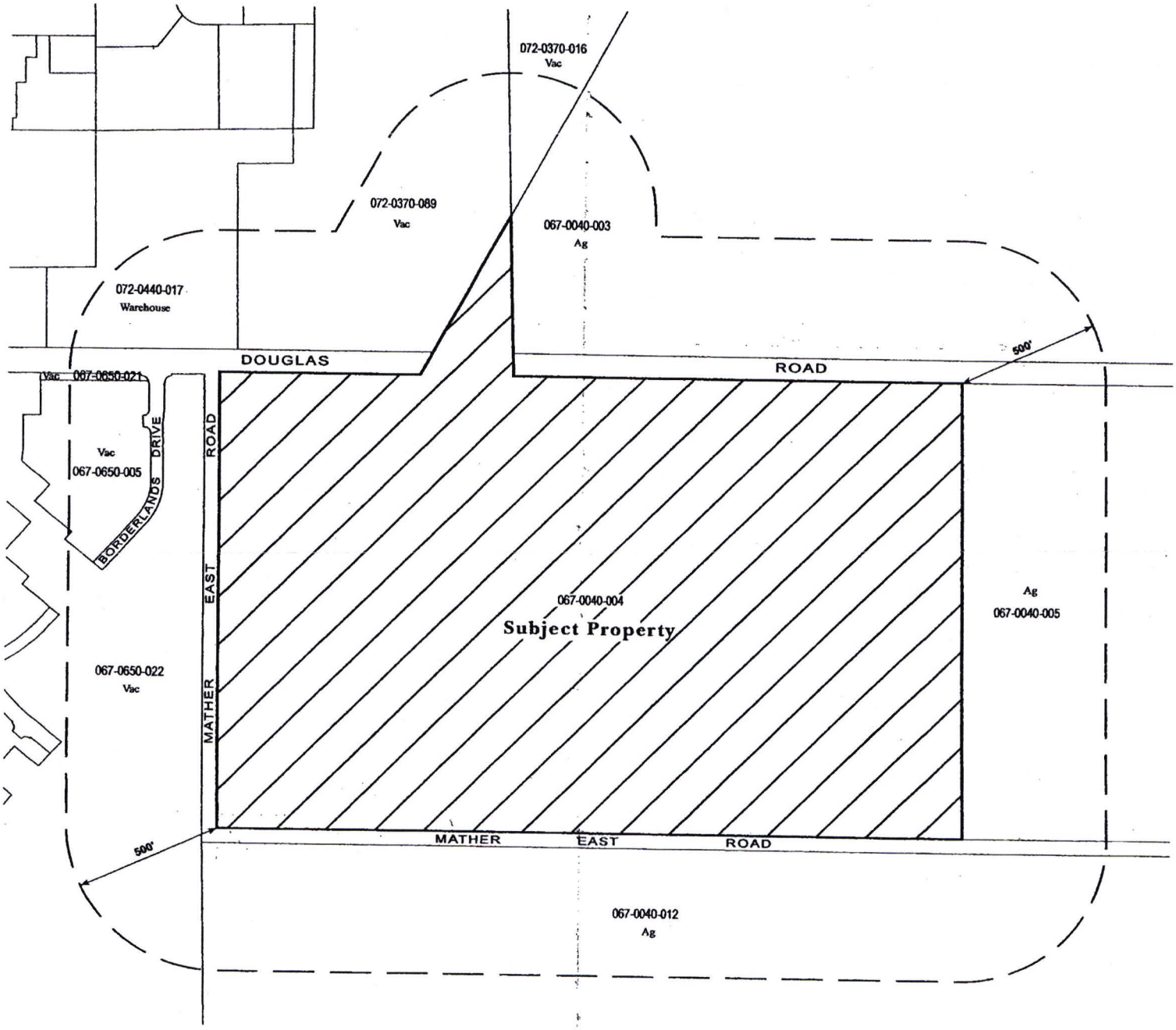
067-0650-004
PLEASANT VLY INVS LC
39 E EAGLERIDGER DR 102
NORTH SALT LAK UT 84054

072-0370-066
SEABOURNE ENTERPRISES L P/ETAL
7637 VASOS WY
FAIR OAKS CA 95628

072-0370-087
PSL ENTERPRISES LLC
3920 SECURITY PARK DR
RNCHO CORDOVA CA 95742

072-0440-003
JONES LOUIS E III/REBECCA S/M/M
DEVELOPMENT
1601 RESPONSE RD 150
SACRAMENTO CA 95815

WOOD-RODGERS INC
3301 C ST BLDG 100-B
SACRAMENTO CA 95816



NORTH

0 100 200 400

SCALE IN FEET

ADDITIONAL PARCELS TO MAKE THE TEN (10) PARCEL MINIMUM:

APN 067-0650-004
APN 072-0370-066
APN 072-0370-087
APN 072-0440-003

500 FT. RADIUS MAP

APN 067-0040-004

October 15, 2004

MEMORANDUM

DATE: February 21, 2006

TO: City Council Members

FROM: William Campbell, Principal Planner

SUBJECT: SunRidge East – Project No. RC-03-025, RC-04-064, RC-04-077 and RC-04-134, Tentative Large and Small Lot Subdivision Maps and the Proposed Development Agreements for each project.

OWNERS:	ENGINEERS:
River West Investments, Woodside Homes of Northern California and Pappas Investments	Wood Rodgers and G.C. Wallace of California, Inc

PROJECTS:

DOUGLAS 98 RC-03-025 : The project approval is for a Tentative Tract Map for 693 residential lots in the RD-5, 7 and 10 designations. A total of 14.4 acres of parkland and 7.6 acres of combined parkway and landscape corridors are provided. A Development Agreement is also part of this project approval.

GRANTLINE 208 RC-04-064 : The project approval is for a Tentative Tract Map for 724 residential lots in the RD-5, 7 and 10 designations. A 22.0 acre Neighborhood Park and a 12 acre elementary school are provided, along with a 68.1 acre wetland preserve. 11.7 acres of open space is provided in enhanced pedestrian corridors and greenway, along with open space provided by the wetland preserve. A Development Agreement is also part of this project approval.

ARISTA DEL SOL RC-04-077 : The project approval is for a Tentative Tract Map for 905 lots in the RD-5, 7 and 10 residential designations. A 5.0 acre commercial site is located at the northeast corner of Americanos Blvd and Chrysanthy Blvd. A 16.6 acre portion of the Neighborhood Park is provided, along with 43.3 acres of wetland preserve, of which 10.7 acres is considered an open space benefit to the project. 5.8 acres of open space is provided in enhanced pedestrian corridors and greenways, for a total of 8.8% open space. A Development Agreement is also part of this project approval.

DOUGLAS 103 RC-05-134 : The project approval is for a Tentative Tract Map for 301 residential lots in the RD-5, 10 and 15 designations. A total of 5.2 acres of parkland and 19.5 acres of commercial/mixed use are provided, along with a delineated 43.8 acres wetland preserve. 18.24 acres of combined open space is provided in enhanced pedestrian corridors and greenway, along with open space benefit zone provided by the wetland preserve. A Development Agreement is also part of this project approval.

LOCATION: The projects are bordered by Douglas Road to the north and Grant Line Road to the east, with the future Americanos Road to the west. This project is part of the larger eastside of the SunRidge Specific Plan known as SunRidge East.	
APN:	067-0040-004, 005, 012 and 013

STAFF RECOMMENDATION

Adopt Resolution 12-2006 for Douglas 103, Resolution 13-2006 for Douglas 98, Resolution 14-2006 for Grant Line 208 and Resolution 15-2006 for Arista del Sol subdivisions approving the Tentative Subdivision Maps, subject to the Conditions of Approval for each project and waive first reading and introduce Ordinance 07-2006, approving four Development Agreements, as attached for each individual project.

BACKGROUND

The parcels known as Douglas 98, Douglas 103, Grant Line 208 and Pappas (Arista Del Sol) were included in the Plan and designated for Low Density Residential (see Figure 1). The cumulative development impacts of the SRSP were addressed in an EIR for the Specific Plan and a Mitigation Monitoring Reporting Program was implemented for this project. However, the SRSP did not anticipate the creation of a large wetlands preserve extension through the SunRidge East area that would have a significant effect on all of the original plans. The applicants and staff agreed that major changes would be necessary and those changes would be best facilitated by using a design charrette process the City had used previously with good success.

The Staff Level Charrette (SLC) was structured to reach a decision on a preferred development approach for the SunRidge East project area. The SLC was sponsored by the City and attendance was provided by those responsible parties that could decide and/or provide direction on the many issues associated with the development of this project. Since many of the same parties had participated in previous design charrettes, the applicants and staff felt there was sufficient expertise to develop a successful plan. The Plan was measured by the City's *Vision* and *Guiding Principles,* while accommodating the applicants' program requirements. The Planning Commission and City Council will need to review this effort and determine if the projects support the General Plan Findings of Consistency, Subdivision Map Act Findings and the Design Guidelines.

ANALYSIS

The Sunridge East projects (see figure 2), although individual projects, are basically one project and share many of the same attributes and share many of the same conditions, with minor exceptions. The Commission will need to act on the individual projects, but staff believes the projects can be presented as a whole. Attached is a graphic package consisting of the subdivision plans and other exhibits, which the Planning Commission had received in October, 2005. Each project is accompanied with set of Conditions of Approval and a draft Development Agreement, similar to the package of materials submitted for other subdivisions in the SRSP. The City Council will have considered the General Plan Consistency Findings in Part 1, and will need to consider the following findings for the subdivisions and the Development Agreements.

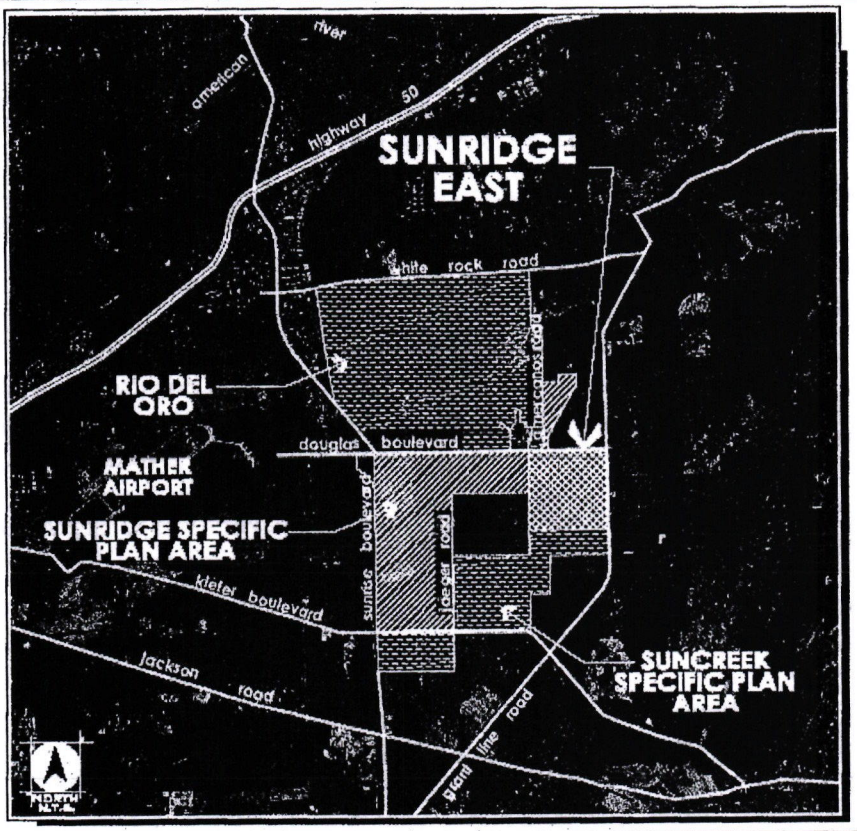


Figure 1 Aerial of Project Area

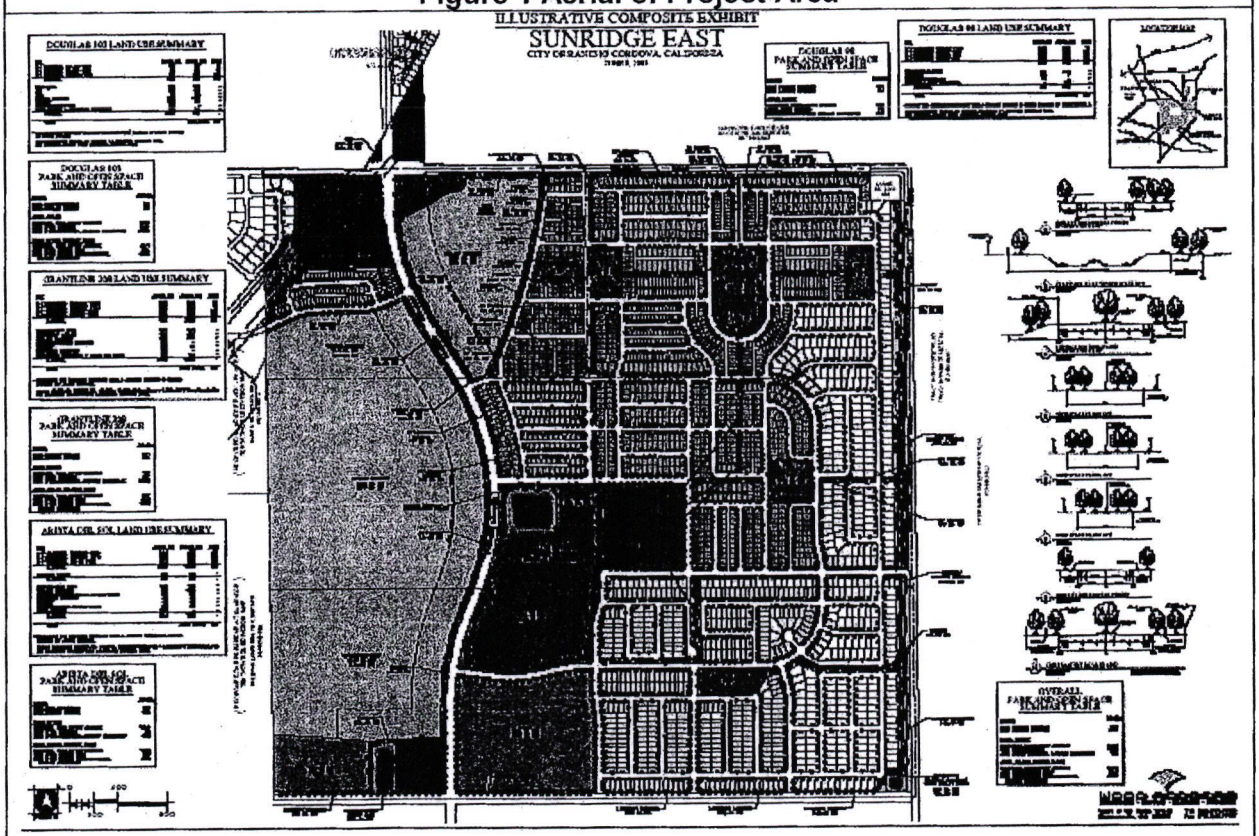


Figure 2 – SunRidge East

Subdivision Map Act

Findings: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map(s) if it makes any of the following findings:

a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
c. That the site is not physically suitable for the type of development.
d. That the site is not physically suitable for the proposed density of development.
e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings #a. through #g. do not apply to the proposed Tentative Subdivision Maps for the Sunridge East projects.

a. The proposed maps are consistent with the density limits as specified in the Rancho Cordova Land Use Policy Plan of the General Plan and the Sunridge Specific Plan, as amended. The new plan is less impacting than the original Specific Plan Land Plan, due to the preservation of approximately 155 acres of wetlands that was not indicated in the original plan.
b. The design or improvements of the proposed subdivision are consistent with the goals of the SRSP specification for streets and the Rancho Cordova General Plan. The developments are providing a modified street section for Primary Residential Streets to facilitate the delineation of on street bike lanes. The projects are consistent with the adopted design guidelines for subdivision design that promotes internal pedestrian connectivity using greenways and trails, designing alley loaded units to improve the aesthetics of the streets and providing a street system that interconnects with the other projects in the Sunridge East area of the SRSP.
c. The sites are physically suitable for the proposed development. The applicants are proposing 2,624 single-family lots on a total of 640 acres, which conforms to the designated residential use of the Specific Plan and the General Plan. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.
d. The sites are physically suitable for the proposed density of development. The Specific Plan, as amended, has assigned certain densities for the lands within the Sunridge East project area and these areas are producing less units than originally anticipated in the SRSP. Less land is being disturbed by the new project, due to the loss of approximately 24% of the combined project area for wetland preservation.
e. The Mitigated Negative Declaration prepared for the project determined that potential environmental impacts from the design of the subdivisions or the proposed improvements will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval. The reduction of units has incrementally reduced the total impacts associated with the original plan.

f. The Mitigated Negative Declaration prepared for the project determined that potential serious health problems were not identified for the project or will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.
g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

Based on the findings above, staff can recommend the projects be approved by the City Council, subject to Condition of Approval and the associated Development Agreements.

PLANNING COMMISSION DISUSSION

At the last Planning Commission meeting January 26, 2006, two issues were raised that staff provided additional information for the Commission's consideration. One issue concerned the proposed condition by Public Works to install purple pipe for reclaimed grey water use in landscape areas and a draft condition had been placed in the draft Conditions of Approval. However, subsequent to the Planning Commission's consideration, the City Council on February 6th adopted a requirement for the installation of "purple pipe" within designated areas. The set of conditions for each project include the language of the new requirement.

The second issue raised was the design configuration of Grant Line Road. Within the design package are street cross sections, including the Grant Line Road corridor. The proposed conditions require the projects adjacent to Grant Line Road (Douglas 98, Grant Line 208 and Arista Del Sol) to dedicate their portion of the 96 foot right of way, a 25 foot landscape corridor and a 100 foot urban parkway/ drainage channel. The purpose of the 125 feet open space is to provide a parkway corridor along Grantline Road to connect to future parkway extensions to the north and south and provide sufficient distance between the new residences and Grant Line Road for improved sound attenuation without using over height masonry walls. The draft conditions address this issue and the cross section drawing is part of the approval package.

AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT

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

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

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

The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Sunridge East Project sites are Low Density Residential and the proposed project is to create 2624 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

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

The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the subdivision is located in that the project approvals include the Rezoning of the Property adopted by, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003, City Urgency Ordinance No. 01-2003, and Ordinance 1-2004 adopted on January 20, 2004.

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

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

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

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

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

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

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

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

FINANCIAL IMPACTS

The applicants have submitted a draft Development Agreement (DA) with the other portions of their project entitlements. The DA's contain provisions that are different from conditions of approval and therefore can not be included within the conditions exhibit. The proposed DA's include the provisions for assessing fees for added police protection services, collecting funds for existing park renovation and new park construction within the SRSP, along with annexing into a road maintenance district. The DA provisions would provide revenues to support needed area infrastructure improvements and funds for maintaining those improvements in the future. The applicants and staff have worked through a number of detail points within the DA's, and staff believes the DA's are ready for execution by the adoption of Ordinance 07-2006.

ENVIRONMENTAL ANALYSIS:

The key environmental issues for this project were addressed in the Subsequent Mitigated Negative Declaration for the SunRidge East projects. The document was released for public review on August 12, 2005 through September 12, 2005. The Mitigated Negative Declaration includes site specific mitigation measures and references the mitigation measures within the MMRP prepared for the Specific Plan EIR. The Planning Commission received the draft MND at the study session on October 13, 2005 and that document will be the used as part of the factual basis for any decision of the Commission.

RECOMMENDED MOTIONS

Move the City Council adopt Resolution 12-2006 for Douglas 103, Resolution 13-2006 for Douglas 98, Resolution 14-2006 for Grant Line 208 and Resolution 15-2006 for Arista del Sol subdivisions, approving the Tentative Subdivision Maps (Exhibits A), subject to the Conditions of Approval for each project and waive first reading and introduce Ordinance 07-2006 approving a Development Agreement for each of the projects.

ATTACHMENTS

1. Resolution 12-2006 for Douglas Road 103, including (Exhibit A) Tentative Subdivision Map and (Exhibit B) Conditions of Approval.
2. Resolution 13-2006 for Douglas Road 98, including (Exhibit A) Tentative Subdivision Map and (Exhibit B) Conditions of Approval.
3. Resolution 14-2006 for Grant Line 208, including (Exhibit A) Tentative Subdivision Map and (Exhibit B) Conditions of Approval.
4. Resolution 15-2006 for Arista Del Sol, including (Exhibit A) Tentative Subdivision Map and (Exhibit B) Conditions of Approval.
5. Ordinance 07-2006, including Development Agreements for Douglas Road 103 (Exhibit A), Douglas Road 98 (Exhibit B), Grantline 208 (Exhibit C), and Arista Del Sol (Exhibit D).
6. Sunridge East Project Package, consisting of the Tentative Subdivision Maps (large and small), Street Sections and Open Space and Parks.
7. 500' Radius map and labels.

ATTACHMENT 1

RESOLUTION NO. 12-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A LARGE AND SMALL LOT TENTATIVE SUBDIVISION MAP FOR ASSESSOR PARCEL NUMBERS 067-0040-004 FOR THE DOUGLAS GRANTLINE 103, PROJECT NO. RC-04-134, SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL/ MMRP

WHEREAS, the Douglas Road 103 project, represented by Woodside Homes of Northern California (hereinafter referred to as Applicants) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Large and Small Lot Tentative Subdivision Map consisting of 301 single family lots; and

WHEREAS, an Initial Study was prepared for this project and a Notice of Intent to Adopt a Mitigated Negative Declaration was prepared and circulated according to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission considered the Applicant's request at a duly published public hearing on January 26, 2006 and received a staff report and public testimony at the public hearing and subsequently recommended approval to the City Council.

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

Section 1 Approve the Large and Small Lot Tentative Subdivision Map (Exhibit A), subject to the Conditions of Approval/MMRP (Exhibit B), based on the following findings:

A. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: An Initial Environmental Study was prepared for the proposed project and mitigation measures have been developed that will reduce potential environmental impacts to less than significant levels. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence that the project will have a significant adverse impact on the environment.

B. GENERAL PLAN CONSISTENCY

Finding: The City has adopted Findings of General Plan Consistency for Pending Projects.

Evidence:

a) The project as approved is consistent with the General Plan Vision Book, General Plan Land Use Map Book, General Plan Draft Circulation Plan and other General Plan policies.
b) The project is a parcel within the Sunridge Specific Plan and is subject to the approval documents associated with that project.
c) The project contributes to the establishment of a vibrant residential community. The project is not located within one mile of the boundaries of the Downtown and the proposed land use and physical improvements are compatible with the Specific Plan and the City's vision. The type and scale of the use is not detrimental to the successful development of the Specific Plan.

C. SUBDIVISION MAP ACT

Finding: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map if it makes any of the following findings:

a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
c. That the site is not physically suitable for the type of development.
d. That the site is not physically suitable for the proposed density of development.
e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings #a. through #g. do not apply to the proposed Tentative Subdivision Map.

a. The proposed map is consistent with the density limits as specified in the SunRidge Specific Plan and Rancho Cordova General Plan. The 111.5 acre site is designated Low Density Residential consisting of RD- 5, 10 and 15 Zoning and the project would provide less units than specified in the Allocation Table Figure 3-6 of the SRSP.
b. The design or improvements of the proposed subdivision are consistent with the SunRidge Specific Plan specification for streets and the Rancho Cordova General Plan. The development is providing a modified street section for Primary Residential Streets to facilitate the delineation of on street bike lanes.

c. The site is physically suitable for the development. The applicant is proposing 301 single-family lots on a total of 111.5 acres, which conforms to the designated residential use of the Specific Plan and the Community Plan. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.

d. The site is physically suitable for the proposed density of development. The Specific Plan assigned certain densities for the lands within the SRSP and this project is consistent with the maximum number of units allowed for this area.

e. The Mitigated Negative Declaration prepared for the project determined that potential environmental impacts from the design of the subdivision or the proposed improvements will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

f. The Mitigated Negative Declaration prepared for the project determined that potential serious health problems were not identified for the project or will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 21st day of February, 2006.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

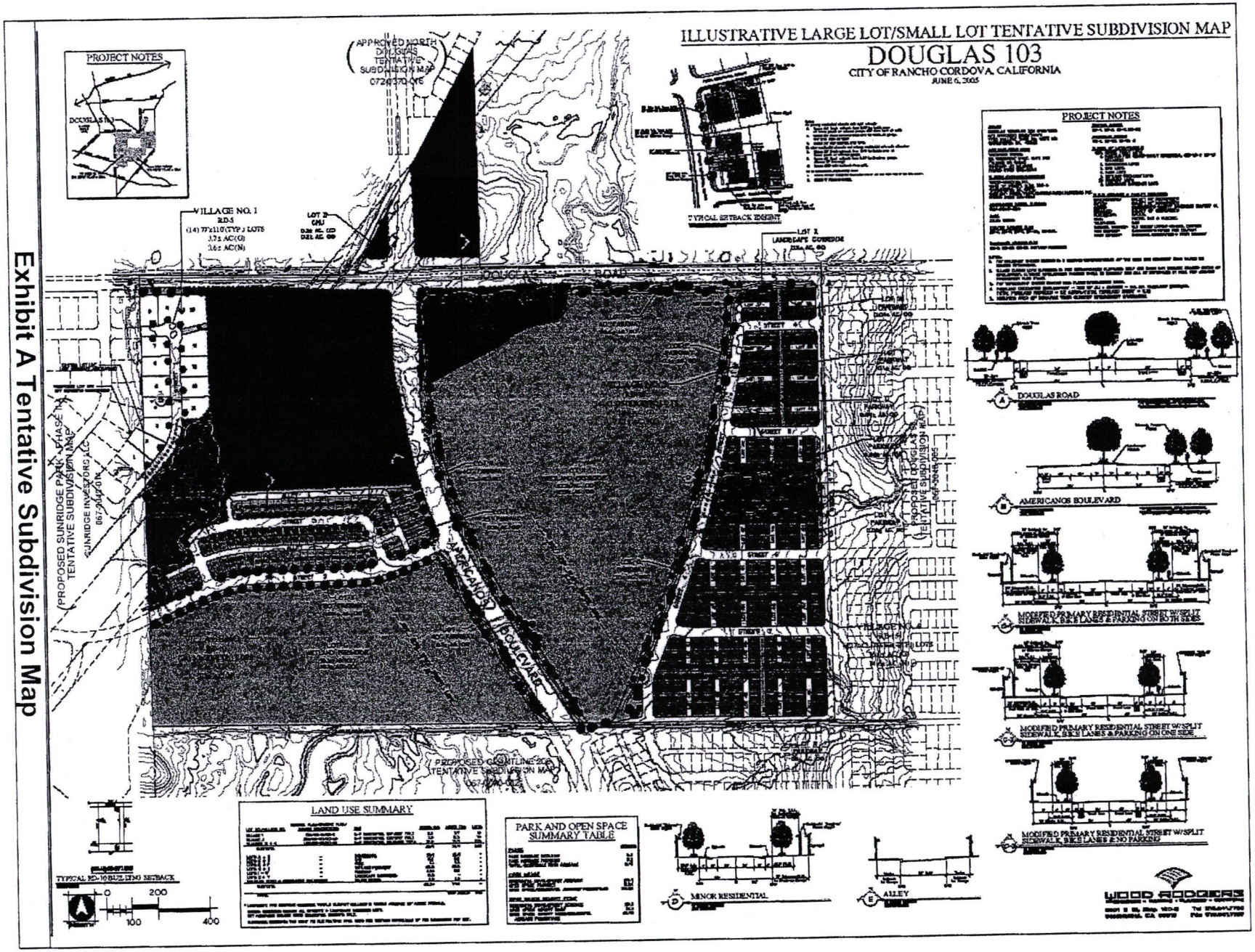


Exhibit A Tentative Subdivision Map

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The project approval is for a General Plan Amendment/Rezone of the SunRidge Specific Plan and a Tentative Tract Map for 301 residential lots in the RD-5, RD-10 and 15 designations. A total of 5.2 acres of parkland and 19.5 acres of commercial/mixed use are provided, along with a delineated 43.8 acres wetland preserve. 18.24 acres of combined open space is provided in enhanced pedestrian corridors and greenway, along with open space benefit zone provided by the wetland preserve. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, specifically the established final lot recordation thresholds of 2000, 3025 and 6,500 within the transportation improvement requirements, adopted July 17, 2002, unless otherwise amended by the City of Rancho Cordova.	On-Going	Planning	
2.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of a Development Agreement.	Three years, commencing with the date of approval.	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
4.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated August, 2005, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is $7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going	Planning	
5.	Repair all damage to existing road system attributed to the construction of the project, as determined by the Public Works Director.	On-Going	Public Works	
	Prior to Grading or Improvement Plan Approval.			
6.	Applicant shall pay any outstanding staff costs associated with the preparation of the tentative map.	Prior to Issuance of Improvement Plans or grading permit.	Finance	
7.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program and pay recordation fees to the County Recorder's Office.	Prior to Issuance of Improvement Plans, grading permit or recordation of any map.	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
8.	If any prehistoric, archaeological, paleontological, or historic artifacts, or other indications of archaeological resources are found once the project construction is underway, all work in the immediate vicinity must stop and the City shall be immediately notified. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures. ***Mitigation Measure***	During initial site development, grading or brush clearing.	Planning	
9.	The improvement plans for the project will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by SCWA; *b)* Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and *c)* Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a *Notice to Proceed* has been issued. ***Mitigation Measure***	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	Public Works	
10.	Prior to any earth-moving activities on the project site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for protection of burrowing owls. The applicant shall comply with the	Prior to Improvement Plans	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	requirements of Fish and Game to avoid taking of burrowing owls. ***Mitigation Measure***			
11.	All work regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary Endangered Species Act permits. Dedications of Irrevocable Offers of Dedication are exempt from this requirement. ***Mitigation Measure***	Prior to any ground disturbance.	Planning	
12.	Prior to the approval of any grading permits or improvement plans for offsite improvements, the project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted. ***Mitigation Measure***	Prior to Improvement Plans or Final Map, whichever comes first.	Planning	
13.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and	Prior to Improvement Plans	Water Resources	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters. ***Mitigation Measure***			
14.	CSD-1 shall require an approved sewer study. The study shall demonstrate the quantity of discharge and any "flow through sewage" along with appropriate pipe size and related appurtenances from this project, and other upstream areas and shall be done in accordance with the Districts "Minimum Sewer Study Requirements" of June 15, 2005. The study shall be done on a no "Shed-shift" basis unless approved by the District in advance and in compliance with Sacramento County Improvement Standards. The applicant maybe required to upgrade the interim pump station currently situated within the Anatolia Subdivision.	Prior to Improvement Plans or Final Map, whichever comes first.	CSD-1	
15.	Resolution 11-2006 requires the installation of a dual plumed system, one potable system and one system, a purple pipe system, for irrigation use only in new parks, golf courses, school fields, street medians and commercial/industrial areas. This scenario also includes the installation of the public recycled water distribution systems within new developments. This requirement shall be installed to the satisfaction of the City Engineer, prior to acceptance of the system for public maintenance.	Prior to Improvement Plans	Public Works	
16.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
17.	Complete and implement a master drainage study for the project, with approval from County of Sacramento Department of Water Resources of the Public Works Agency.	Prior to Improvement Plans or Final Map, whichever comes first.	Water Resources	
18.	A Notice of Intent (NOI) must be filed with the state Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project. ***Mitigation Measure***	Prior to Improvement Plans	Water Resources	
19.	Locate and isolate all water wells. Properly destroy under permit to the Environmental Health Department all wells and septic tanks prior to issuing grading permits or prior to map recordation if grading permits are not issued. Ground water extraction wells for remediation of contaminated ground water shall be reviewed and approved.	At Improvement Plans/ grading permit issuance	Environmental Health	
	Prior to Recordation of a Large Lot Map			
20.	Grant Irrevocable Offer of Dedication for all streets to serve the Large Lots, to the satisfaction of the City Engineer.	Prior to recording of the Large Lot Map	Public Works	
21.	Dedicate the right of way for Douglas Road and Americanos Blvd, within the project boundary, based on a 76-foot width pursuant the City Improvement Standards.	Prior to recording of the Large Lot Map	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Prior to Recordation of the Small Lot Map			
22.	In order to obtain sewer service, sewer easements may be required for the construction of public collector and trunk sewer to the satisfaction of CSD-1. Design of public sewer shall be coordinated with and approved by CSD-1. All sewer easements shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance. Sacramento County Improvement Standards apply to any on-site sewer construction.	Prior to Recordation of the Subdivision Map	CSD-1	
23.	Property Owner/Applicant shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
24.	Property Owner/Applicant shall provide or agree to a funding mechanism for maintenance of frontage and median landscaping by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
25.	Property Owner/Applicant shall work with Cordova Recreation and Park District to provide a funding mechanism for maintenance of park landscaping and associated facilities. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Parks	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
26.	Property Owner/Applicant shall participate in the provision of a variety of transportation demand management (TDM) services to implement an overall strategy that will contribute to the goal of reducing vehicle trips to improve mobility and coincidentally reduce air quality impacts. This shall be accomplished by voting to approve a special tax for the parcels created by the project. All costs associated with the election shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
27.	Property Owner/Applicant shall provide a traffic study and coordinate with Public Works staff to develop a strategy that identifies the delivery of required transportation projects with the incremental approval of entitlements.	Prior to the recording of final maps.	Public Works	
28.	All streets providing access to the homes shall be constructed to the satisfaction of the City Engineer prior to occupancy.	Prior to Occupancy	Public Works	
29.	Dedicate a standard 12.5-foot public utility easement, or smaller to the satisfaction of SMUD, for underground facilities and appurtenances adjacent to all public street rights of ways for all units that take front access. Alley loaded homes shall locate water and sewer facilities to the satisfaction of CSD-1, Zone 40 and the City. Dry utilities shall be located to the satisfaction of SMUD, the other dry utility providers and the City. Developer shall work with all utilities and the City to determine the best locations for all utilities, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
30.	Dedicate the Landscape Corridors, adjacent to Douglas Road and Americanos Blvd., as shown on the map, as public utility easements for overhead and underground facilities and appurtenances.	Prior to Recordation of the Subdivision Map	Parks and SMUD	
31.	Developer/applicant shall pay any SCWA development fee or development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development, as determined by the Sacramento County Department of Water Resources of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Water Supply	
32.	Construct the City right-of-way and drainage improvements on Douglas Road, as shown in Section A of the Map, based on a modified 76-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
33.	Dedicate the right-of-way on Americanos Blvd. and Douglas Road, based on a modified 76-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
34.	Dedicate all internal streets shown on the map, as depicted on the map, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards to the satisfaction of the City Engineer. Alleys may be private streets upon approval of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
35.	The proposed public street entrances to Americanos Blvd shall be a minimum of 50 feet in width for a distance of 100 feet pursuant to the Sacramento County Improvement Standards and to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
36.	Remainder Wetland Lot shall have a maintenance entity established and a financing plan approved by the Public Works and Planning Directors.	Prior to Recordation of the Subdivision Map	Public Works/ Planning	
37.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to Recordation of the Subdivision Map	Public Works	
38.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
39.	Annex to the County of Sacramento Stormwater Utility pursuant to the Sacramento County Water Agency Code, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
40.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Recordation of the Subdivision Map	Water Resources	
41.	Dedicate or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code.	Prior to Recordation of the Subdivision Map	Planning/ Public Works	
	Prior to the Issuance of Building Permits			
44.	Applicant shall pay any outstanding staff costs associated with the preparation of the final map.	Prior to Issuance of first Building Permit.	Finance	
45.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible materials storage on site.	Prior to the Issuance of Building Permits	Fire Department	
46.	Improvement connection fees for CSD-1 shall be paid.	Prior to the Issuance of Building Permits	CSD-1	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
47.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Prior to abandoning any existing agricultural wells, applicant shall use water from the agricultural wells for grading and construction.	Prior to the issuance of building permit	Building Official	
48.	Property Owner/Applicant shall pay all fees to support the construction of any public facilities and improvements or the provision of public services in relation to the development of the Property.	Prior to the issuance of building permit	Public Works	
49.	Developer shall construct or bond for the installation of all dedicated rights of way and traffic control devices, pursuant to Sacramento County Improvement Standards and modified street plans herein, to the satisfaction of the City Engineer.	Prior to the Issuance of Building Permits	Public Works	
50.	The developer shall submit complete landscape planting and irrigation plans for corridor landscaping for review and approval.	Prior to the Issuance of Building Permits	Public Works	
51.	Developer shall provide a construction phasing plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to the issuance of Building Permits for each Village	Public Works	
52.	Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of the Sacramento County Water Agency.	Prior to the Issuance of Building Permits	Water Supply	
53.	The owner/developer shall pay the Sacramento County Water Agency up	Prior to the	Water Supply	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	to $1,000 per equivalent dwelling unit at the time of the building permit to fund a fair share portion of any water project(s) identified by the SCWA Board of Director that optimizes available local groundwater resources.	Issuance of Building Permits		
54.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.	Prior to the Issuance of Building Permits	Water Supply	
	Prior to Final Inspection			
55.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Prior to Final Inspection of the first unit	CSD-1	
56.	All roads providing access to the completed homes shall be fully constructed and accepted by the City Engineer.	Prior to Final Inspection of the first unit	Public Works	
57.	The developer of the project shall disclose to future / potential owners buyers of the potential and existing 69kV line.	Prior to Final Inspection	SMUD	
58.	Improve the landscaped lots according to the approved plans. A 6 foot minimum sidewalk shall meander through the corridors. Layout of the sidewalk shall be reviewed and approved by the Planning Director and Parks Administrator. All improvement shall be reviewed and accepted by	Prior to Final Inspection of the first unit	Parks	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	the Parks District prior to assuming maintenance responsibility.			
59.	Construct a minimum 10.5-foot high sound barrier, according to the design in the SRSP, along all lots bordering Douglas Road. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection.	Prior to Final Inspection of the first unit	Planning	

General Information and Compliance Items:
The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact PGE's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PGE)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources).

12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

ATTACHMENT 2

RESOLUTION NO. 13-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A LARGE AND SMALL LOT TENTATIVE SUBDIVISION MAP FOR ASSESSOR PARCEL NUMBERS 067-0040-005 FOR THE DOUGLAS ROAD 98, PROJECT NO. RC-03-025, SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL/ MMRP

WHEREAS, the Douglas Road 98 project, represented by Woodside Homes of Northern California (hereinafter referred to as Applicants) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Large and Small Lot Tentative Subdivision Map consisting of 693 single family lots; and

WHEREAS, an Initial Study was prepared for this project and a Notice of Intent to Adopt a Mitigated Negative Declaration was prepared and circulated according to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission considered the Applicant's request at a duly published public hearing on January 26, 2006 and received a staff report and public testimony at the public hearing and subsequently recommended approval to the City Council.

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

Section 1 Approve the Large and Small Lot Tentative Subdivision Map (Exhibit A), subject to the Conditions of Approval/MMRP (Exhibit B), based on the following findings:

A. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: An Initial Environmental Study was prepared for the proposed project and mitigation measures have been developed that will reduce potential environmental impacts to less than significant levels. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence that the project will have a significant adverse impact on the environment.

B. GENERAL PLAN CONSISTENCY

Finding: The City has adopted Findings of General Plan Consistency for Pending Projects.

Evidence:

a) The project as approved is consistent with the General Plan Vision Book, General Plan Land Use Map Book, General Plan Draft Circulation Plan and other General Plan policies.
b) The project is a parcel within the Sunridge Specific Plan and is subject to the approval documents associated with that project.
c) The project contributes to the establishment of a vibrant residential community. The project is not located within one mile of the boundaries of the Downtown and the proposed land use and physical improvements are compatible with the Specific Plan and the City's vision. The type and scale of the use is not detrimental to the successful development of the Specific Plan.

C. SUBDIVISION MAP ACT

Finding: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map if it makes any of the following findings:

a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
c. That the site is not physically suitable for the type of development.
d. That the site is not physically suitable for the proposed density of development.
e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings #a. through #g. do not apply to the proposed Tentative Subdivision Map.

a. The proposed map is consistent with the overall density limits, as specified in the SunRidge Specific Plan and Rancho Cordova General Plan. The 105.1 acre site is designated Low Density Residential consisting of RD- 5, 7 and 10 Zoning and the project would provide more units than specified in the Allocation Table Figure 3-6 of the SRSP. However, the cumulative redesigned Sunridge East project is less units than the total allocation of the Specific Plan.
b. The design or improvements of the proposed subdivision are consistent with the SunRidge Specific Plan specification for streets and the Rancho Cordova General Plan. The development is providing a modified street

section for Primary Residential Streets to facilitate the delineation of on street bike lanes.

c. The site is physically suitable for the development. The applicant is proposing 693 single-family lots on a total of 105.1 acres, which conforms to the designated residential use of the Specific Plan and the Community Plan. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.

d. The site is physically suitable for the proposed density of development. The Specific Plan assigned certain densities for the lands within the SRSP and this project is consistent with the maximum number of units allowed for this area.

e. The Mitigated Negative Declaration prepared for the project determined that potential environmental impacts from the design of the subdivision or the proposed improvements will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

f. The Mitigated Negative Declaration prepared for the project determined that potential serious health problems were not identified for the project or will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 21st day of February, 2006.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

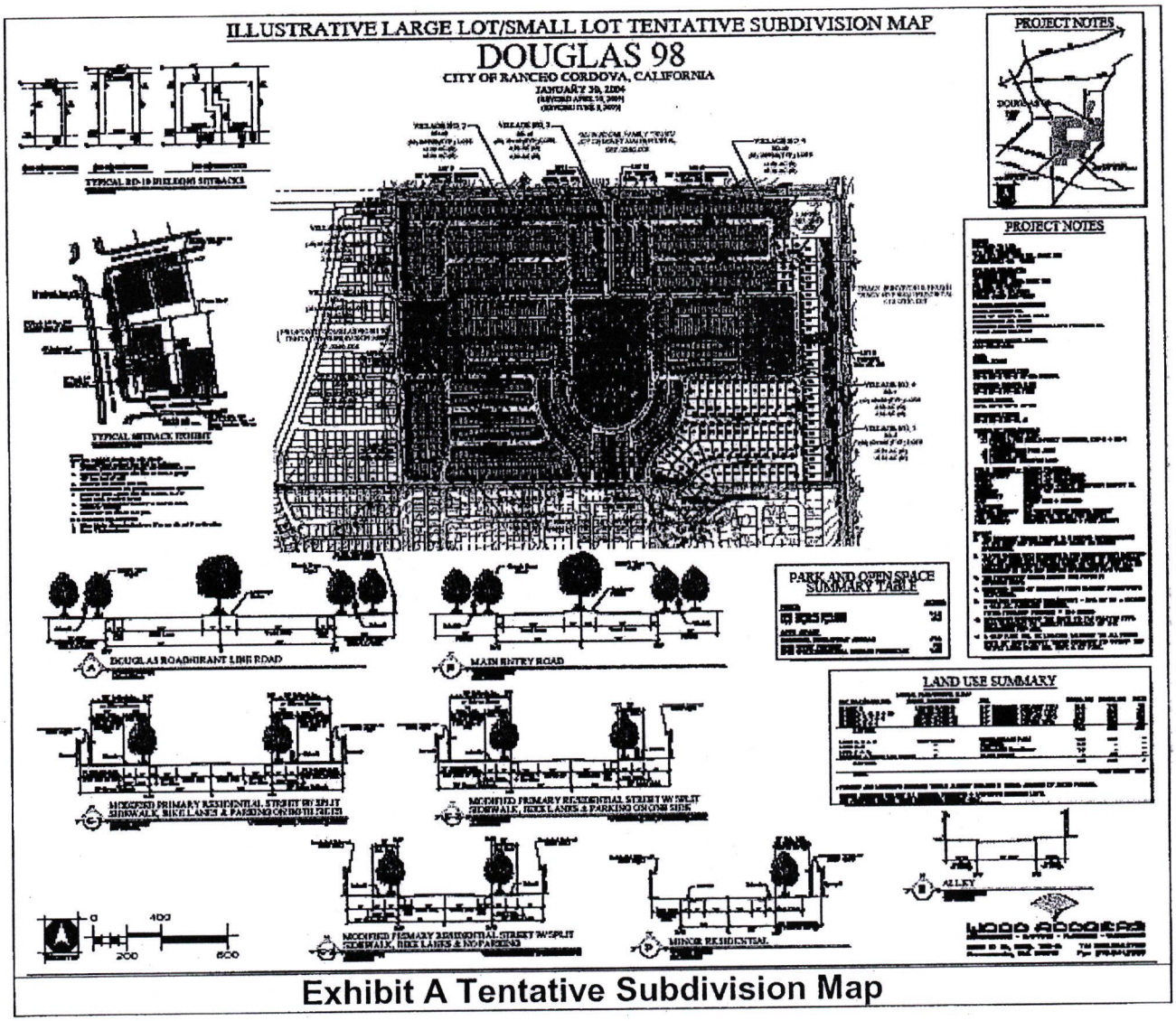


Exhibit A Tentative Subdivision Map

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The project approval is for a General Plan Amendment/Rezone of the SunRidge Specific Plan and a Tentative Tract Map for 693 residential lots in the RD-5, RD-7 and RD-10 designations. A total of 14.4 acres of parkland and 7.6 acres of combined parkway and landscape corridors are provided. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, specifically the established final lot recordation thresholds of 2000, 3025 and 6,500 within the transportation improvement requirements, adopted July 17, 2002, unless otherwise amended by the City of Rancho Cordova.	On-Going	Planning	
2.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of a Development Agreement.	Three years, commencing with the date of approval.	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
4.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated August, 2005, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is $7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going	Planning	
5.	Repair all damage to existing road system attributed to the construction of the project, as determined by the Public Works Director.	On-Going	Public Works	
	Prior to Grading or Improvement Plan Approval.			
6.	Applicant shall pay any outstanding staff costs associated with the preparation of the tentative map.	Prior to Issuance of Improvement Plans or grading permit.	Finance	
7.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program and pay recordation fees to the County Recorder's Office.	Prior to Issuance of Improvement Plans, grading permit or recordation of any map.	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
8.	If any prehistoric, archaeological, paleontological, or historic artifacts, or other indications of archaeological resources are found once the project construction is underway, all work in the immediate vicinity must stop and the City shall be immediately notified. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures. ***Mitigation Measure***	During initial site development, grading or brush clearing.	Planning	
9.	The improvement plans for the project will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by the SCWA; *b)* Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and *c)* Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a *Notice to Proceed* has been issued. ***Mitigation Measure***	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	Public Works	
10.	Prior to any earth-moving activities on the project site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for	Prior to Improvement Plans	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	protection of burrowing owls. The applicant shall comply with the requirements of Fish and Game to avoid taking of burrowing owls. ***Mitigation Measure***			
11.	All work regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary Endangered Species Act permits. Dedications of Irrevocable Offers of Dedication are exempt from this requirement. ***Mitigation Measure***	Prior to any ground disturbance.	Planning	
12.	Prior to the approval of any grading permits or improvement plans for offsite improvements, the project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted. ***Mitigation Measure***	Prior to Improvement Plans or Final Map, whichever comes first.	Planning	
13.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and	Prior to Improvement Plans	Water Resources	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters. ***Mitigation Measure.***			
14.	CSD-1 shall require an approved sewer study. The study shall demonstrate the quantiy of discharge and any "flow through sewage" along with appropriate pipe size and related appurtenances from this project, and other upstream areas and shall be done in accordance with the Districts "Minimum Sewer Study Requirements" of June 15, 2005. The study shall be done on a no "Shed-shift" basis unless approved by the District in advance and in compliance with Sacramento County Improvement Standards. The applicant maybe required to upgrade the interim pump station currently situated within the Anatolia Subdivision.	Prior to Improvement Plans or Final Map, whichever comes first.	CSD-1	
15.	Resolution 11-2006 requires the installation of a dual plumed system, one potable system and one system, a purple pipe system, for irrigation use only in new parks, golf courses, school fields, street medians and commercial/industrial areas. This scenario also includes the installation of the public recycled water distribution systems within new developments. This requirement shall be installed to the satisfaction of the City Engineer, prior to acceptance of the system for public maintenance.	Prior to Improvement Plans	Public Works	
16.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
17.	Complete and implement a master drainage study for the project, with approval from County of Sacramento Department of Water Resources of the Public Works Agency.	Prior to Improvement Plans or Final Map, whichever comes first.	Water Resources	
18.	A Notice of Intent (NOI) must be filed with the state Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project. ***Mitigation Measure***	Prior to Improvement Plans	Water Resources	
19.	Locate and isolate all water wells. Properly destroy under permit to the Environmental Health Department all wells and septic tanks prior to issuing grading permits or prior to map recordation if grading permits are not issued. Ground water extraction wells for remediation of contaminated ground water shall be reviewed and approved.	At Improvement Plans/ grading permit issuance	Environmental Health	
	Prior to Recordation of a Large Lot Map			
20.	Grant Irrevocable Offer of Dedication for all streets to serve the Large Lots, to the satisfaction of the City Engineer.	Prior to recording of the Large Lot Map	Public Works	
21.	Dedicate the right of way for Douglas Road and Grant Line Road, within the project boundary, based on the designed width shown on the map, pursuant the City Improvement Standards and to the satisfaction of the City Engineer.	Prior to recording of the Large Lot Map	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Prior to Recordation of the Small Lot Map			
22.	In order to obtain sewer service, sewer easements may be required for the construction of public collector and trunk sewer to the satisfaction of CSD-1. Design of public sewer shall be coordinated with and approved by CSD-1. All sewer easements shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance. Sacramento County Improvement Standards apply to any on-site sewer construction.	Prior to Recordation of the Subdivision Map	CSD-1	
23.	Property Owner/Applicant shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
24.	Property Owner/Applicant shall provide or agree to a funding mechanism for maintenance of frontage and median landscaping by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
25.	Property Owner/Applicant shall work with Cordova Recreation and Park District to provide agree to a funding mechanism for maintenance of park landscaping and associated facilities. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
26.	Property Owner/Applicant shall participate in the provision of a variety of transportation demand management (TDM) services to implement an overall strategy that will contribute to the goal of reducing vehicle trips to improve mobility and coincidentally reduce air quality impacts. This shall be accomplished by voting to approve a special tax for the parcels created by the project. All costs associated with the election shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Parks	
27.	Property Owner/Applicant shall provide a traffic study and coordinate with Public Works staff to develop a strategy that identifies the delivery of required transportation projects with the incremental approval of entitlements.	Prior to the recording of final maps.	Public Works	
28.	Dedicate a standard 12.5-foot public utility easement, or smaller to the satisfaction of SMUD, for underground facilities and appurtenances adjacent to all public street rights of ways for all units that take front access. Alley loaded homes shall locate water and sewer facilities to the satisfaction of CSD-1, Zone 40 and the City. Dry utilities shall be located to the satisfaction of SMUD, the other dry utility providers and the City. Developer shall work with all utilities and the City to determine the best locations for all utilities, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
29.	Dedicate the Landscape Corridors, adjacent to Douglas Road and Grant Line Road, as shown on the map, as public utility easements for overhead and underground facilities and appurtenances.	Prior to Recordation of the Subdivision Map	Parks and SMUD	
30.	Developer/applicant shall pay any SCWA development fee or	Prior to	Water Supply	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development, as determined by the Sacramento County Department of Water Resources of the Public Works Agency.	Recordation of the Subdivision Map		
31.	Dedicate the right of way for Douglas Road and Grant Line Road, within the project boundary, based on the designed width shown on the map, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to recording of the Small Lot Map	Public Works	
32.	Dedicate all internal streets shown on the map, as depicted on the map, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards to the satisfaction of the City Engineer. Alleys may be private streets upon approval of the City Engineer.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
33.	The proposed public street entrances to Douglas Road shall be a minimum of 50 feet in width for a distance of 100 feet pursuant to the Sacramento County Improvement Standards and to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
34.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to Recordation of the Subdivision Map	Public Works	
35.	Dedicate the right-of-way and drainage improvements on Grant Line	Prior to	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Road, as shown in Section A of the Map, based on a modified 96-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Recordation of the Subdivision Map		
36.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
37.	Annex to the County of Sacramento Stormwater Utility pursuant to the Sacramento County Water Agency Code, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
38.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Recordation of the Subdivision Map	Water Resources	
39.	Dedicate or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code.	Prior to Recordation of the Subdivision Map	Public Works/ Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Prior to the Issuance of Building Permits			
44.	Applicant shall pay any outstanding staff costs associated with the preparation of the final map.	Prior to Issuance of first Building Permit.	Finance	
45.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible materials storage on site.	Prior to the Issuance of Building Permits	Metro Fire	
46.	Improvement connection fees for CSD-1 shall be paid.	Prior to the Issuance of Building Permits	CSD-1	
47.	Property Owner/Applicant shall pay all fees to support the construction of any public facilities and improvements or the provision of public services in relation to the development of the Property.	Prior to the issuance of building permit	Public Works	
48.	The developer shall submit complete landscape planting and irrigation plans for corridor landscaping for review and approval.	Prior to the Issuance of Building Permits	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
49.	Developer shall provide a construction phasing plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to the issuance of Building Permits for each Village	Public Works	
50.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division, to the satisfaction of the Building Official. Prior to abandoning any existing agricultural wells, applicant shall use water from the agricultural wells for grading and construction of the project or its phases.	Prior to the Issuance of Building Permits	Building Official	
51.	Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of the Sacramento County Water Agency.	Prior to the Issuance of Building Permits	Water Supply	
52.	The owner/developer shall pay the Sacramento County Water Agency up to $1,000 per equivalent dwelling unit at the time of the building permit to fund a fair share portion of any water project(s) identified by the SCWA Board of Director that optimizes available local groundwater resources.	Prior to the Issuance of Building Permits	Water Supply	
53.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.	Prior to the Issuance of Building Permits	Water Supply	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Prior to Final Inspection			
54.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Prior to Final Inspection of the first unit	CSD-1	
55.	All roads providing access to the completed homes shall be fully constructed and accepted by the City Engineer.	Prior to Final Inspection of the first unit	Public Works	
56.	The developer of the project shall disclose to future / potential owners buyers of the potential and existing 69kV line.	Prior to Final Inspection	SMUD	
57.	Improve the landscaped lots according to the approved plans. A 6 foot minimum sidewalk shall meander through the corridors. Layout of the sidewalk shall be reviewed and approved by the Planning Director and Parks Administrator. All improvement shall be reviewed and accepted by the Parks District prior to assuming maintenance responsibility.	Prior to Final Inspection of the first unit	Planning/Parks	
58.	Construct a minimum 10.5-foot high sound barrier, no more than 6 feet shall be exposed to the right of way, as measured from the top of curb, along all lots bordering Douglas Road. The design of the wall shall be consistent with design details within the SRSP. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. At intersections, wrapping walls shall extend a distance equivalent to the	Prior to Final Inspection of the first unit	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	rear yard setback or side yard setback, whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection.			
59.	Construct a combination of open metal and masonry fence, along the western edge of the drainage corridor, bordering the residential lots. Where the barrier approaches the street intersections, detention basins or pedestrian paths, the barrier shall be wrapped around the corner to the satisfaction of Planning Director.	Prior to Final Inspection of the first unit	Planning	

General Information and Compliance Items:
The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact PGE's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PGE)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources).

12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

ATTACHMENT 3

RESOLUTION NO. 14-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A LARGE AND SMALL LOT TENTATIVE SUBDIVISION MAP FOR ASSESSOR PARCEL NUMBERS 067-0040-012 FOR THE GRANT LINE 208, PROJECT NO. RC-04-064, SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL/ MMRP

WHEREAS, the Grantline 208 project, represented by Riverwest Development (hereinafter referred to as Applicants) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Large and Small Lot Tentative Subdivision Map consisting of 724 single family lots; and

WHEREAS, an Initial Study was prepared for this project and a Notice of Intent to Adopt a Mitigated Negative Declaration was prepared and circulated according to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission considered the Applicant's request at a duly published public hearing on January 26, 2006 and received a staff report and public testimony at the public hearing and subsequently recommended approval to the City Council.

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

Section 1 Approve the Large and Small Lot Tentative Subdivision Map (Exhibit A), subject to the Conditions of Approval/MMRP (Exhibit B), based on the following findings:

A. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: An Initial Environmental Study was prepared for the proposed project and mitigation measures have been developed that will reduce potential environmental impacts to less than significant levels. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence that the project will have a significant adverse impact on the environment.

B. GENERAL PLAN CONSISTENCY

Finding: The City has adopted Findings of General Plan Consistency for Pending Projects.

Evidence:

a) The project as approved is consistent with the General Plan Vision Book, General Plan Land Use Map Book, General Plan Draft Circulation Plan and other General Plan policies.
b) The project is a parcel within the Sunridge Specific Plan and is subject to the approval documents associated with that project.
c) The project contributes to the establishment of a vibrant residential community. The project is not located within one mile of the boundaries of the Downtown and the proposed land use and physical improvements are compatible with the Specific Plan and the City's vision. The type and scale of the use is not detrimental to the successful development of the SunRidge Specific Plan.

C. SUBDIVISION MAP ACT

Finding: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map if it makes any of the following findings:

a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
c. That the site is not physically suitable for the type of development.
d. That the site is not physically suitable for the proposed density of development.
e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings #a. through #g. do not apply to the proposed Tentative Subdivision Map.

a. The proposed map is consistent with the density limits as specified in the SunRidge Specific Plan and Rancho Cordova General Plan. The 210.6 acre site is designated Low Density Residential consisting of RD- 5, 7 and 10 Zoning and the project would provide less units than specified in the Allocation Table Figure 3-6 of the SRSP.
b. The design or improvements of the proposed subdivision are consistent with the SunRidge Specific Plan specification for streets and the Rancho Cordova General Plan. The development is providing a modified street section for Primary Residential Streets to facilitate the delineation of on street bike lanes.

c. The site is physically suitable for the development. The applicant is proposing 724 single-family lots on a total of 210.6 acres, which conforms to the designated residential use of the Specific Plan and the Community Plan. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.

d. The site is physically suitable for the proposed density of development. The Specific Plan assigned certain densities for the lands within the SRSP and this project is consistent with the maximum number of units allowed for this area.

e. The Mitigated Negative Declaration prepared for the project determined that potential environmental impacts from the design of the subdivision or the proposed improvements will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

f. The Mitigated Negative Declaration prepared for the project determined that potential serious health problems were not identified for the project or will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 21st day of February, 2006.

AYES:

NOES:

ABSENT:

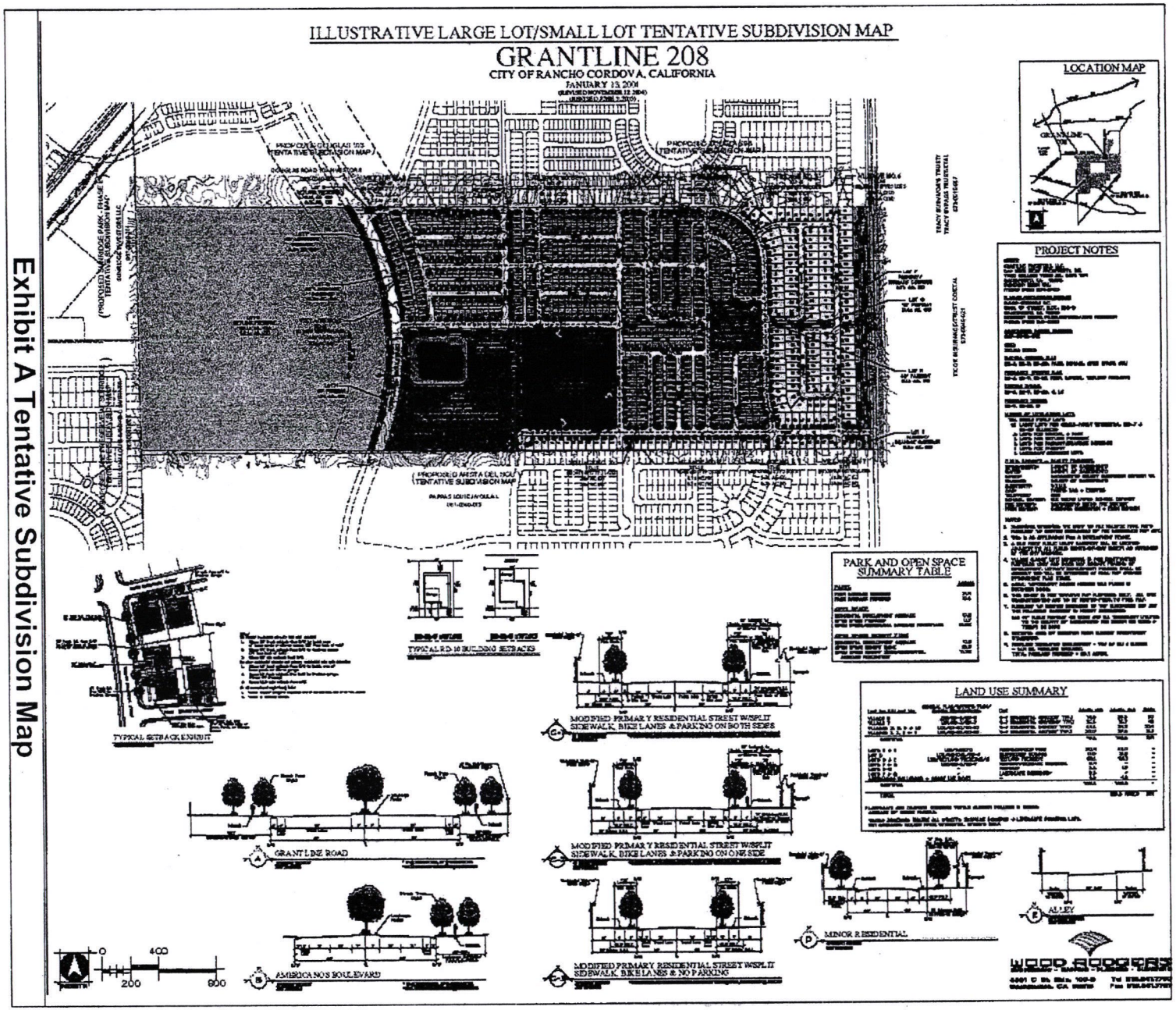
ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Exhibit A Tentative Subdivision Map



		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The project approval is for a General Plan Amendment/Rezone of the SunRidge Specific Plan and a Tentative Tract Map for 724 residential lots in the RD-5, 7 and 10 designations. A 22.0 acre Neighborhood Park and a 12 acre elementary school are provided, along with a 68.1 acre wetland preserve. 11.7 acres of open space is provided in enhanced pedestrian corridors, detention basins and greenway, along with 10.5 acres of open space benefit zone provided by the wetland preserve. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, specifically the established final lot recordation thresholds of 2000, 3025 and 6,500 within the transportation improvement requirements, adopted July 17, 2002, unless otherwise amended by the City of Rancho Cordova.	On-Going	Planning	
2.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of the Development Agreement.	Three years, commencing with the date of approval.	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
4.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated August, 2005, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is $7500.00 If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going	Planning	
5.	Repair all damage to existing road system attributed to the construction of the project, as determined by the Public Works Director.	On-Going	Public Works	
	Prior to Grading or Improvement Plan Approval.			
6.	Applicant shall pay any outstanding staff costs associated with the preparation of the tentative map.	Prior to Issuance of Improvement Plans or grading permit.	Finance	
7.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program and pay recordation fees to the County Recorder's Office.	Prior to Issuance of Improvement Plans, grading permit or recordation of any map.	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
8.	If any prehistoric, archaeological, paleontological, or historic artifacts, or other indications of archaeological resources are found once the project construction is underway, all work in the immediate vicinity must stop and the City shall be immediately notified. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures. ***Mitigation Measure***	During initial site development, grading or brush clearing.	Planning	
9.	The improvement plans for the project will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by SCWA; *b)* Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and *c)* Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a *Notice to Proceed* has been issued. ***Mitigation Measure***	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	Public Works	
10.	Prior to any earth-moving activities on the project site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for protection of burrowing owls. The applicant shall comply with the	Prior to Improvement Plans	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	requirements of Fish and Game to avoid taking of burrowing owls. ***Mitigation Measure***			
11.	All work regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary Endangered Species Act permits. Dedications of Irrevocable Offers of Dedication are exempt from this requirement. ***Mitigation Measure***	Prior to any ground disturbance.	Planning	
12.	Prior to the approval of any grading permits or improvement plans for offsite improvements, the project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted. ***Mitigation Measure***	Prior to Improvement Plans or Final Map, whichever comes first.	Planning	
13.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and	Prior to Improvement Plans	Water Resources	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters. ***Mitigation Measure***			
14.	CSD-1 shall require an approved sewer study. The study shall demonstrate the quantiy of discharge and any "flow through sewage" along with appropriate pipe size and related appurtenances from this project, and other upstream areas and shall be done in accordance with the Districts "Minimum Sewer Study Requirements" of June 15, 2005. The study shall be done on a no "Shed-shift" basis unless approved by the District in advance and in compliance with Sacramento County Improvement Standards. The applicant maybe required to upgrade the interim pump station currently situated within the Anatolia Subdivision.	Prior to Improvement Plans or Final Map, whichever comes first.	CSD-1	
15.	Resolution 11-2006 requires the installation of a dual plumed system, one potable system and one system, a purple pipe system, for irrigation use only in new parks, golf courses, school fields, street medians and commercial/industrial areas. This scenario also includes the installation of the public recycled water distribution systems within new developments. This requirement shall be installed to the satisfaction of the City Engineer, prior to acceptance of the system for public maintenance.	Prior to Improvement Plans	Public Works	
16.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
17.	Complete and implement a master drainage study for the project, with approval from County of Sacramento Department of Water Resources of the Public Works Agency and the City Engineer. The study will identify the combined drainage and pedestrian under crossing structure from the detention basin to the wetland preserve, under Americanos Blvd.	Prior to Improvement Plans or Final Map, whichever comes first.	Public Works/ Water Resources	
18.	A Notice of Intent (NOI) must be filed with the state Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project. ***Mitigation Measure***	Prior to Improvement Plans	Water Resources	
19.	Locate and isolate all water wells. Properly destroy under permit to the Environmental Health Department all wells and septic tanks prior to issuing grading permits or prior to map recordation if grading permits are not issued. Ground water extraction wells for remediation of contaminated ground water shall be reviewed and approved.	At Improvement Plans/ grading permit issuance	Environmental Health	
	Prior to Recordation of a Large Lot Map			
20.	Grant Irrevocable Offer of Dedication for all streets to serve the Large Lots, to the satisfaction of the City Engineer.	Prior to recording of the Large Lot Map	Public Works	
21.	Dedicate the right of way for Americanos Blvd, within the project boundary, based on a 76-foot width pursuant the City Improvement Standards.	Prior to recording of the Large Lot Map	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
22.	No public or private road shall be dedicated or reserved that would connect to Grant Line Road within this project.	Prior to recording of the Large Lot Map	Public Works	
	Prior to Recordation of the Small Lot Map			
23.	In order to obtain sewer service, sewer easements may be required for the construction of public collector and trunk sewer to the satisfaction of CSD-1. Design of public sewer shall be coordinated with and approved by CSD-1. All sewer easements shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance. Sacramento County Improvement Standards apply to any on-site sewer construction.	Prior to Recordation of the Small Lot Subdivision Map	CSD-1	
24.	Property Owner/Applicant shall provide or agree to a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
25.	Property Owner/Applicant shall provide a funding mechanism for maintenance of frontage and median landscaping by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
26.	Property Owner/Applicant shall work with Cordova Recreation and Park District to provide a funding mechanism for maintenance of park	Prior to Recordation	Parks	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	landscaping and associated facilities. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	of the Small Lot Subdivision Map		
27.	Property Owner/Applicant shall participate in the provision of a variety of transportation demand management (TDM) services to implement an overall strategy that will contribute to the goal of reducing vehicle trips to improve mobility and coincidentally reduce air quality impacts. This shall be accomplished by voting to approve a special tax for the parcels created by the project. All costs associated with the election shall be borne by the Property Owner/Applicant.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
28.	Property Owner/Applicant shall provide a traffic study and coordinate with Public Works staff to develop a strategy that identifies the delivery of required transportation projects with the incremental approval of entitlements.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
29.	Dedicate a standard 12.5-foot public utility easement, or smaller to the satisfaction of SMUD, for underground facilities and appurtenances adjacent to all public street rights of ways for all units that take front access. Alley loaded homes shall locate water and sewer facilities to the satisfaction of CSD-1, Zone 40 and the City. Dry utilities shall be located to the satisfaction of SMUD, the other dry utility providers and the City. Developer shall work with all utilities and the City to determine the best locations for all utilities, to the satisfaction of the City Engineer.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
30.	Dedicate the Landscape Corridors, adjacent to Americanos Blvd. and	Prior to	Parks and	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Grant Line Road, as shown on the map, as public utility easements for overhead and underground facilities and appurtenances.	Recordation of the Small Lot Subdivision Map	SMUD	
31.	Developer/applicant shall pay any SCWA development fee or development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development, as determined by the Sacramento County Department of Water Resources of the Public Works Agency.	Prior to Recordation of the Small Lot Subdivision Map	Water Supply	
32.	No public road shall be dedicated or private road shown that would connect this project to Grant Line Road.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
33.	Dedicate the right-of-way and drainage improvements on Grant Line Road, as shown in Section A of the Map, based on a modified 96-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
34.	Dedicate the right of way for Americanos Blvd, within the project boundary, based on the designed width shown on the map, and install or bond for public street improvements and the pedestrian under crossing pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
35.	Dedicate all internal streets shown on the map, as depicted on the map, and construct or bond for the installation of all dedicated rights of way and traffic control devices, pursuant to Sacramento County Improvement Standards and modified street plans herein, to the satisfaction of the City Engineer. Alleys may be private streets upon approval of the City Engineer.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
36.	The proposed public street entrances to Americanos Blvd shall be a minimum of 50 feet in width for a distance of 100 feet pursuant to the Sacramento County Improvement Standards and to the satisfaction of the City Engineer.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
37.	Remainder Wetland Lot shall have a maintenance entity established and plan approved by the Public Works and Planning Directors.	Prior to Recordation of the Small Lot Subdivision Map	Public Works/ Planning	
38.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
39.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance,	Prior to Recordation	Water Resources	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	and the Sacramento County Improvement Standards.	of the Small Lot Subdivision Map		
40.	Annex to the County of Sacramento Stormwater Utility pursuant to the Sacramento County Water Agency Code, and the Sacramento County Improvement Standards.	Prior to Recordation of the Small Lot Subdivision Map	Water Resources	
41.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Recordation of the Small Lot Subdivision Map	Water Resources	
42.	Dedicate or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code.	Prior to Recordation of the Small Lot Subdivision Map	Public Works/ Planning	
	Prior to the Issuance of Building Permits			
43.	Applicant shall pay any outstanding staff costs associated with the preparation of the final map.	Prior to Issuance of first Building Permit.	Finance	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
44.	Provide access arrangements and install working fire hydrants, which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible materials storage on site.	Prior to the Issuance of Building Permits	Metro Fire	
45.	Improvement connection fees for CSD-1 shall be paid.	Prior to the Issuance of Building Permits	CSD-1	
46.	Property Owner/Applicant shall pay all fees to support the construction of any public facilities and improvements or the provision of public services in relation to the development of the Property.	Prior to the issuance of building permit	Public Works	
47.	The developer shall submit complete landscape planting and irrigation plans for corridor landscaping for review and approval.	Prior to the Issuance of Building Permits	Planning	
48.	Developer shall provide a construction phasing plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to the issuance of Building Permits for each Village	Public Works	
49.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Prior to abandoning any existing agricultural wells, applicant shall use water from the agricultural wells for grading and construction.	Prior to the issuance of building permits	Building Official	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
50.	Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of the Sacramento County Water Agency.	Prior to the Issuance of Building Permits	Water Supply	
51.	The owner/developer shall pay the Sacramento County Water Agency up to $1,000 per equivalent dwelling unit at the time of the building permit to fund a fair share portion of any water project(s) identified by the SCWA Board of Director that optimizes available local groundwater resources.	Prior to the Issuance of Building Permits	Water Supply	
52.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.	Prior to the Issuance of Building Permits	Water Supply	
	Prior to Final Inspection			
53.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Prior to Final Inspection of the first unit	CSD-1	
54.	All roads providing access to the completed homes shall be fully constructed and accepted by the City Engineer.	Prior to Final Inspection of the first unit	Public Works	
55.	The developer of the project shall disclose to future / potential owners buyers of the potential and existing 69kV line.	Prior to Final Inspection	SMUD	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
56.	Improve the landscaped lots according to the approved plans. A 6 foot minimum sidewalk shall meander through the corridors. Layout of the sidewalk shall be reviewed and approved by the Planning Director and Parks Administrator. All improvement shall be reviewed and accepted by the Parks District prior to assuming maintenance responsibility.	Prior to Final Inspection of the first unit	Planning/Parks	
57.	Construct a minimum 6-foot high sound barrier, as measured from the top of curb and according to the design in the SRSP, along all lots having rear yards bordering Americanos Blvd. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection.	Prior to Final Inspection	Planning	
58.	Construct a combination of open metal and masonry fence, along the western edge of the drainage corridor, bordering the residential lots. Where the barrier approaches the street intersections, detention basins or pedestrian paths, the barrier shall be wrapped around the corner to the satisfaction of Planning Director.	Prior to Final Inspection of the first unit	Planning	

General Information and Compliance Items:
The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact PGE's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PGE)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources).

12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

ATTACHMENT 4

RESOLUTION NO. 15-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A LARGE AND SMALL LOT TENTATIVE SUBDIVISION MAP FOR ASSESSOR PARCEL NUMBERS 067-0040-013 FOR ARISTA DEL SOL, PROJECT NO. RC-04-077, SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL/ MMRP

WHEREAS, the Arista Del Sol project, represented by Arista Del Sol, LP (hereinafter referred to as Applicants) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Large and Small Lot Tentative Subdivision Map consisting of 905 single family lots; and

WHEREAS, an Initial Study was prepared for this project and a Notice of Intent to Adopt a Mitigated Negative Declaration was prepared and circulated according to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission considered the Applicant's request at a duly published public hearing on January 26, 2006 and received a staff report and public testimony at the public hearing and subsequently recommended approval to the City Council.

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

Section 1 Approve the Large and Small Lot Tentative Subdivision Map (Exhibit A), subject to the Conditions of Approval/MMRP (Exhibit B), based on the following findings:

A. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: An Initial Environmental Study was prepared for the proposed project and mitigation measures have been developed that will reduce potential environmental impacts to less than significant levels. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence that the project will have a significant adverse impact on the environment.

B. GENERAL PLAN CONSISTENCY

Finding: The City has adopted Findings of General Plan Consistency for Pending Projects.

Evidence:

a) The project as approved is consistent with the General Plan Vision Book, General Plan Land Use Map Book, General Plan Draft Circulation Plan and other General Plan policies.
b) The project is a parcel within the Sunridge Specific Plan and is subject to the approval documents associated with that project.
c) The project contributes to the establishment of a vibrant residential community. The project is not located within one mile of the boundaries of the Downtown and the proposed land use and physical improvements are compatible with the Specific Plan and the City's vision. The type and scale of the use is not detrimental to the successful development of the SunRidge Specific Plan.

C. SUBDIVISION MAP ACT

Finding: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map if it makes any of the following findings:

a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
c. That the site is not physically suitable for the type of development.
d. That the site is not physically suitable for the proposed density of development.
e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings #a. through #g. do not apply to the proposed Tentative Subdivision Map.

a. The proposed map is consistent with the density limits as specified in the SunRidge Specific Plan and Rancho Cordova General Plan. The 209.4 acre site is designated Low Density Residential consisting of RD- 5, 7 and 10 Zoning and the project would provide less units than specified in the Allocation Table Figure 3-6 of the SRSP.
b. The design or improvements of the proposed subdivision are consistent with the SunRidge Specific Plan specification for streets and the Rancho Cordova General Plan. The development is providing a modified street section for Primary Residential Streets to facilitate the delineation of on street bike lanes.

c. The site is physically suitable for the development. The applicant is proposing 905 single-family lots on a total of 209.4 acres, which conforms to the designated residential use of the Specific Plan and the Community Plan. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.

d. The site is physically suitable for the proposed density of development. The Specific Plan assigned certain densities for the lands within the SRSP and this project is consistent with the maximum number of units allowed for this area.

e. The Mitigated Negative Declaration prepared for the project determined that potential environmental impacts from the design of the subdivision or the proposed improvements will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

f. The Mitigated Negative Declaration prepared for the project determined that potential serious health problems were not identified for the project or will be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 21st day of February, 2006.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

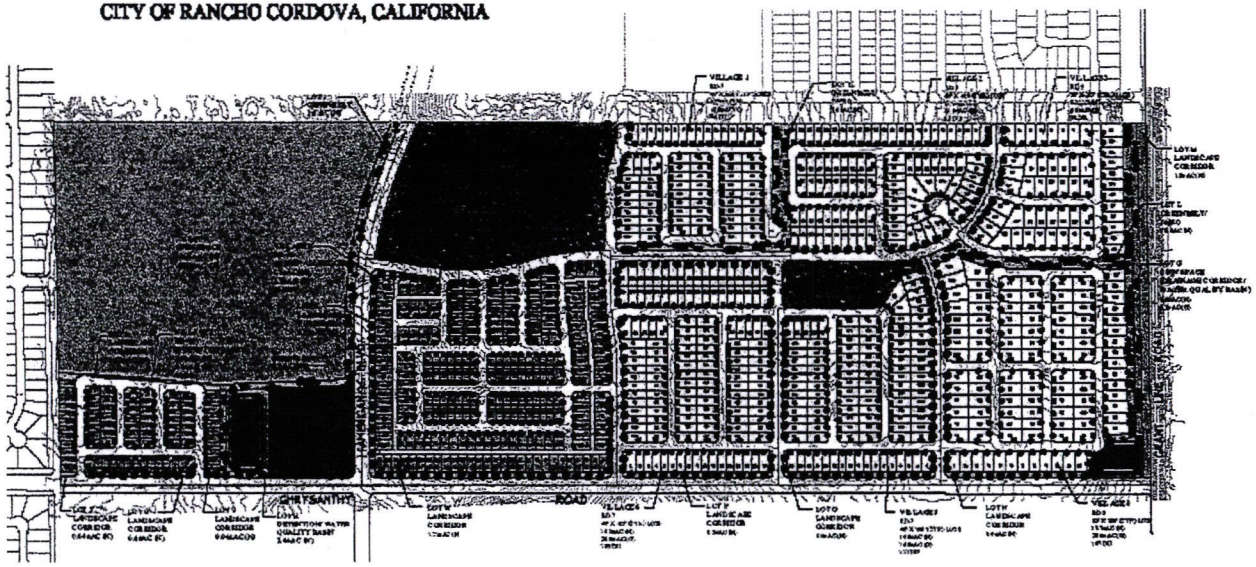
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Lillian E. Hare, City Clerk

Exhibit A Tentative Subdivision Map

ILLUSTRATIVE TENTATIVE MAP

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA

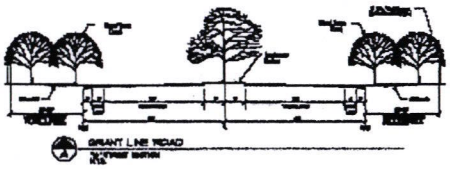


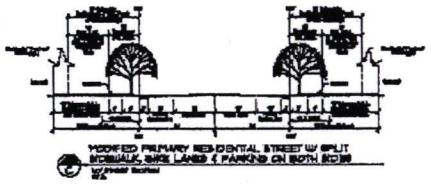
VICINITY MAP

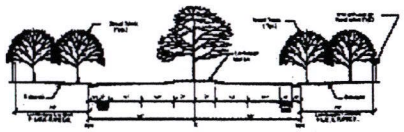


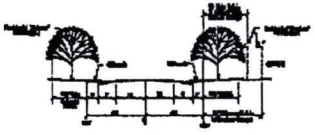
PROJECT NOTES

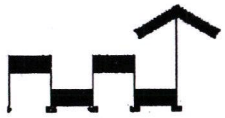
LAND USE SUMMARY


GRANT LINE ROAD


MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES


AMERICANOS BOULEVARD & CHRYSANTHY ROAD


MINOR RESIDENTIAL



REVISED: OCTOBER 6, 2005
JULY 6, 2005
JUNE 6, 2005
OCTOBER 27, 2004
MARCH 17, 2004

G.C WALLACE OF CALIFORNIA, INC.

PROJECT #: RC-04-077

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The project approval is for a General Plan Amendment/Rezone of the SunRidge Specific Plan and a Tentative Tract Map for 905 lots in the RD-5, 7 and 10 residential designations. A 5.0 acre commercial site is located at the northeast corner of Americanos Blvd and Chrysanthy Blvd. A 16.6 acre portion of the Neighborhood Park is provided, along with 43.3 acres of wetland preserve, of which 10.7 acres is considered an open space benefit zone. The combined open space in enhanced pedestrian corridors, detention basins and greenways totals 15.1 acres, for a total of 12.5% open space. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, specifically the established final lot recordation thresholds of 2000, 3025 and 6,500 within the transportation improvement requirements, adopted July 17, 2002, unless otherwise amended by the City of Rancho Cordova.	On-Going	Planning	
2.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of the Development Agreement.	Three years, commencing with the date of approval.	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
3.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
4.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated August, 2005, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is $7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going	Planning	
5.	Repair all damage to existing road system attributed to the construction of the project, as determined by the Public Works Director.	On-Going	Public Works	
	Prior to Grading or Improvement Plan Approval.			
6.	Applicant shall pay any outstanding staff costs associated with the preparation of the tentative map.	Prior to Issuance of Improvement Plans or grading permit.	Finance	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
7.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program and pay recordation fees to the County Recorder's Office.	Prior to Issuance of Improvement Plans, grading permit or recordation of any map.	Planning	
8.	If any prehistoric, archaeological, paleontological, or historic artifacts, or other indications of archaeological resources are found once the project construction is underway, all work in the immediate vicinity must stop and the City shall be immediately notified. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures. ***Mitigation Measure***	During initial site development, grading or brush clearing.	Planning	
9.	The improvement plans for the project will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by SCWA; *b)* Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and *c)* Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a *Notice to Proceed* has been issued. ***Mitigation Measure***	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
10.	Prior to any earth-moving activities on the project site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for protection of burrowing owls. The applicant shall comply with the requirements of Fish and Game to avoid taking of burrowing owls. ***Mitigation Measure***	Prior to Improvement Plans	Planning	
11.	All work within the project, regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary Endangered Species Act permits. Dedications of Irrevocable Offers of Dedication are exempt from this requirement. ***Mitigation Measure***	Prior to any ground disturbance.	Planning	
12.	Prior to the approval of any grading permits or improvement plans for offsite improvements, the project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted. ***Mitigation Measure***	Prior to Improvement Plans or Final Map, whichever comes first.	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
13.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters. ***Mitigation Measure.***	Prior to Improvement Plans	Water Resources	
14.	CSD-1 shall require an approved sewer study. The study shall demonstrate the quantiy of discharge and any "flow through sewage" along with appropriate pipe size and related appurtenances from this project, and other upstream areas and shall be done in accordance with the Districts "Minimum Sewer Study Requirements" of June 15, 2005. The study shall be done on a no "Shed-shift" basis unless approved by the District in advance and in compliance with Sacramento County Improvement Standards. The applicant maybe required to upgrade the interim pump station currently situated within the Anatolia Subdivision.	Prior to Improvement Plans or Final Map, whichever comes first.	CSD-1	
15.	Resolution 11-2006 requires the installation of a dual plumed system, one potable system and one system, a purple pipe system, for irrigation use only in new parks, golf courses, school fields, street medians and commercial/industrial areas. This scenario also includes the installation of the public recycled water distribution systems within new	Prior to Improvement Plans	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	developments. This requirement shall be installed to the satisfaction of the City Engineer, prior to acceptance of the system for public maintenance.			
16.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	
17.	Complete and implement a master drainage study for the project, with approval from County of Sacramento Department of Water Resources of the Public Works Agency.	Prior to Improvement Plans or Final Map, whichever comes first.	Water Resources	
18.	A Notice of Intent (NOI) must be filed with the state Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project. ***Mitigation Measure***	Prior to Improvement Plans	Water Resources	
19.	Locate and isolate all water wells. Properly destroy under permit to the Environmental Health Department all wells and septic tanks prior to issuing grading permits or prior to map recordation if grading permits are not issued. Ground water extraction wells for remediation of contaminated ground water shall be reviewed and approved.	At Improvement Plans/ grading permit issuance	Environmental Health	
	Prior to Recordation of a Large Lot Map			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
20.	Grant Irrevocable Offer of Dedication for all streets to serve the Large Lots, to the satisfaction of the City Engineer.	Prior to recording of the Large Lot Map	Public Works	
21.	Dedicate the right of way for Americanos Blvd and Chrysanthy Blvd, within the project boundary, based on a 76-foot width pursuant the City Improvement Standards.	Prior to recording of the Large Lot Map	Public Works	
	Prior to Recordation of the Small Lot Map			
22.	In order to obtain sewer service, sewer easements may be required for the construction of public collector and trunk sewer to the satisfaction of CSD-1. Design of public sewer shall be coordinated with and approved by CSD-1. All sewer easements shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance. Sacramento County Improvement Standards apply to any on-site sewer construction.	Prior to Recordation of the Subdivision Map	CSD-1	
23.	Property Owner/Applicant shall provide or agree to a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
24.	Property Owner/Applicant shall provide a funding mechanism for maintenance of frontage and median landscaping by annexation to the	Prior to recording of the	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	final map.		
25.	Property Owner/Applicant shall work with Cordova Recreation and Park District to provide a funding mechanism for maintenance of park landscaping and associated facilities. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Parks	
26.	Property Owner/Applicant shall participate in the provision of a variety of transportation demand management (TDM) services to implement an overall strategy that will contribute to the goal of reducing vehicle trips to improve mobility and coincidentally reduce air quality impacts. This shall be accomplished by voting to approve a special tax for the parcels created by the project. All costs associated with the election shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
27.	Property Owner/Applicant shall provide a traffic study and coordinate with Public Works staff to develop a strategy that identifies the delivery of required transportation projects with the incremental approval of entitlements.	Prior to the recording of final maps.	Public Works	
28.	Dedicate a standard 12.5-foot public utility easement, or smaller to the satisfaction of SMUD, for underground facilities and appurtenances adjacent to all public street rights of ways for all units that take front access. Alley loaded homes shall locate water and sewer facilities to the satisfaction of CSD-1, Zone 40 and the City. Dry utilities shall be located to the satisfaction of SMUD, the other dry utility providers and the City.	Prior to Recordation of the Subdivision Map	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Developer shall work with all utilities and the City to determine the best locations for all utilities, to the satisfaction of the City Engineer.			
29.	Dedicate the Landscape Corridors, adjacent to Americanos Blvd., Chrysanthy Blvd and Grant Line Road, as shown on the map, as public utility easements for overhead and underground facilities and appurtenances.	Prior to Recordation of the Subdivision Map	Parks and SMUD	
30.	Developer/applicant shall pay any SCWA development fee or development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development, as determined by the Sacramento County Department of Water Resources of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Water Supply	
31.	Dedicate the right-of-way and drainage improvements on Grant Line Road, as shown in Section A of the Map, based on a modified 96-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
32.	Dedicate the right of way for Americanos Blvd and Chrysanthy Blvd, within the project boundary, based on the designed width shown on the map, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
33.	Dedicate all internal streets shown on the map, as depicted on the map,	Prior to	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	and install or bond for public street improvements pursuant to Sacramento County Improvement Standards to the satisfaction of the City Engineer. Alleys may be private streets upon approval of the City Engineer.	Recordation of the Subdivision Map		
34.	Dedicate all internal streets shown on the map, as depicted on the map, and construct or bond for the installation of all dedicated rights of way and traffic control devices, pursuant to Sacramento County Improvement Standards and modified street plans herein, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
35.	The proposed public street entrances to Americanos Blvd shall be a minimum of 50 feet in width for a distance of 100 feet pursuant to the Sacramento County Improvement Standards and to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
36.	Remainder Wetland Lot shall have a maintenance entity established and financing plan approved by the Public Works and Planning Directors.	Prior to Recordation of the Subdivision Map	Public Works/ Planning	
37.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to Recordation of the Subdivision Map	Public Works	
38.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance,	Prior to Recordation	Water Resources	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	and the Sacramento County Improvement Standards.	of the Subdivision Map		
39.	Annex to the County of Sacramento Stormwater Utility pursuant to the Sacramento County Water Agency Code, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
40.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Recordation of the Subdivision Map	Water Resources	
41.	Dedicate or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code.	Prior to Recordation of the Subdivision Map	Planning/ Public Works	
	Prior to the Issuance of Building Permits			
44.	Applicant shall pay any outstanding staff costs associated with the preparation of the final map.	Prior to Issuance of first Building Permit.	Finance	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
45.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible materials storage on site.	Prior to the Issuance of Building Permits	Fire Department	
46.	Improvement connection fees for CSD-1 shall be paid.	Prior to the Issuance of Building Permits	CSD-1	
47.	Property Owner/Applicant shall pay all fees to support the construction of any public facilities and improvements or the provision of public services in relation to the development of the Property.	Prior to the issuance of building permit	Public Works	
48.	Developer shall construct or bond for the installation of all dedicated rights of way and traffic control devices, pursuant to Sacramento County Improvement Standards and modified street plans herein, to the satisfaction of the City Engineer.	Prior to the Issuance of Building Permits	Public Works	
49.	The developer shall submit complete landscape planting and irrigation plans for corridor landscaping for review and approval.	Prior to the Issuance of Building Permits	Public Works	
50.	Developer shall provide a construction phasing plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to the issuance of Building Permits for each Village	Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
51.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Prior to abandoning any existing agricultural wells, applicant shall use water from the agricultural wells for grading and construction.	Prior to the Issuance of Building Permits	Building Official	
52.	Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of the Sacramento County Water Agency.	Prior to the Issuance of Building Permits	Water Supply	
53.	The owner/developer shall pay the Sacramento County Water Agency up to $1,000 per equivalent dwelling unit at the time of the building permit to fund a fair share portion of any water project(s) identified by the SCWA Board of Director that optimizes available local groundwater resources.	Prior to the Issuance of Building Permits	Water Supply	
54.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.	Prior to the Issuance of Building Permits	Water Supply	
	Prior to Final Inspection			
55.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Prior to Final Inspection of the first unit	CSD-1	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
56.	All streets providing access to the homes shall be constructed and accepted for maintenance to the satisfaction of the City Engineer.	Prior to Final Inspection of the unit	Public Works	
57.	The developer of the project shall disclose to future / potential owners buyers of the potential and existing 69kV line.	Prior to Final Inspection	SMUD	
58.	Improve all the landscaped lots according to the approved plans. A 6 foot minimum sidewalk shall meander through the corridors. Layout of the sidewalk shall be reviewed and approved by the Planning Director and Parks Administrator. All improvement shall be reviewed and accepted by the Parks District prior to assuming maintenance responsibility.	Prior to Final Inspection of the first unit	Parks	
59.	Construct a minimum 6-foot high sound barrier, as measured from the top of curb, according to the designs in the SRSP, along all rear yard lots bordering Chrysanthy Blvd. and Americanos Blvd. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback, whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection.	Prior to Final Inspection	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
60.	Construct a combination of open metal and masonry fence, along the western edge of the drainage corridor, bordering the residential lots. Where the barrier approaches the street intersections, detention basins or pedestrian paths, the barrier shall be wrapped around the corner to the satisfaction of Planning Director.	Prior to Final Inspection of the first unit	Planning	

General Information and Compliance Items:
The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact PGE's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PGE)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources)

12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

ATTACHMENT 5

CITY OF RANCHO CORDOVA

ORDINANCE NO. 07-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING FOUR DEVELOPMENT AGREEMENTS FOR THE SUNRIDGE EAST PROJECTS, KNOWN AS DOUGLAS 103 , DOUGLAS 98, GRANT LINE 208 AND ARISTA DEL SOL.

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Recitals

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

B. The proposed Sunridge East Projects are located south of Douglas Road and east of Jaeger Road, which is within the Sunridge Specific Plan ("Specific Plan") and which is designated as Low Density Residential by the General Plan and the Community Plan.

C. Development Agreements were filed requesting approval between the City of Rancho Cordova and the Sunridge East property owners known as, Douglas Road 103, LLC (Exhibit A), Douglas Road 98, LP (Exhibit B), Grantline 208, LLC (Exhibit C) and Arista Del Sol, LP (Exhibit D), ("Developers"), a copy of which is attached hereto as Attachments 1-4.

D. On January 26, 2006, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement.

E. On February 21, 2006, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

F. In 2002, Sacramento County ("County"), certified as adequate and complete the Final EIR (the "EIR") for Sunridge Specific Plan and Zoning Ordinance for the Sunridge East properties. The City also approved a Mitigated Negative Declaration for the Tentative Subdivision Map for the Sunridge East Projects on February 21, 2006. Mitigation measures were required in the EIR and Mitigated Negative Declaration and are incorporated into the Sunridge East Projects and into the terms and conditions of the Development Agreement.

G. Pursuant to the California Environmental Quality Act, the City has performed an Initial Study and issued a Mitigated Negative Declaration for the Sunridge East Projects Tentative Subdivision Maps, which concluded that: (a) the Sunridge East Projects will not have a significant impact on the environment due to the mitigation measures adopted by the City and for the following reasons: i) it will not have the potential to degrade the quality of the environment or negatively impact fish or wildlife species, including plants, or damage archaeologically significant resources; ii) it will not result in considerable cumulative impacts on the environment; iii) it will not result in environmental

effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the project have been reduced to a less than significant level; and (b) that the preparation of an environmental impact report pursuant to the Environmental Quality Act is not required.

Section 2: Findings and Determinations

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

A. The Development Agreements are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Sunridge East projects are Low Density Residential and the proposed projects will to create 2,624 single family lots consistent with that land use, (b) the projects are consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreements include provisions relating to financing public services, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

B. The Development Agreements are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located in that the projects approval include the Rezoning of the Property as adopted by the City on February 21, 2006 by City Ordinance 08-2006.

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

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

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

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

Section 3: Approval

The City Council hereby approves the Development Agreements (Attachments 1-4) and authorizes the City Manager to sign them after the effective date of the amendment in Section 4, below.

Section 4: Amendment of the Zoning Code

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

"101-814. Development Agreement between the City and Douglas Grantline 103, LLC (RC-04-134)."

"101-815. Development Agreement between the City and Douglas Road 98, LP (RC-03-025)."

"101-816. Development Agreement between the City and Grantline 208 LLC (RC-04-064)."

"101-817. Development Agreement between the City and Arista Del Sol, LP (RC-04077)."

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

Section 5: Recordation

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

Section 6: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 21st day of February, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

Exhibit A

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park
Rancho Cordova, CA 95670
Attn: City Clerk

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

DOUGLAS GRANTLINE 103, LLC , AS LANDOWNERS

RELATIVE TO DOUGLAS 103

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DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 103

This Development Agreement is entered into as of this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), DOUGLAS GRANTLINE 103, LLC, a California limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project**. Landowner has obtained various approvals from the City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a mixed use project known as Douglas 103 (the "Project") to be located on the Property.

4. **Public Hearing**. On January 26, 2006, the Planning Commission of the City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. **Environmental Review**. On _____, the City Council certified as adequate and complete, the Subsequent Mitigated Negative Declaration ("SMND") for the Project. Mitigation measures were required in the SMND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

6.1. The Sunridge Specific Plan adopted by County, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the "Specific Plan");

6.2. The SMND. The Subsequent Mitigation Measures in both the Environmental Impact Report ("EIR") and the SMND are incorporated into the Project and into the terms and conditions of this Agreement.

6.3. The Rezoning of the Property, approved by the City on January 20, 2004, by City Ordinance No. 1-2004;

6.4. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit B approved by the City on _____, by City Resolution No. _____;

6.5. The Small Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C approved by the City on _____, by City Resolution No. _____;

6.6. This Development Agreement, as adopted on _____, 200_ by City Ordinance No. _____ (the "Adopting Ordinance").

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

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

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

10. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ___-06, the City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan and specific plan consistency.

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term**.

5.1. **Effective Date**. The effective date of this Agreement ("Effective Date") is _____2006, which is the effective date of City Ordinance No._____, adopting this Agreement.

5.2. **Term**. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

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

6. **Use of Property**.

6.1. **Right to Develop**. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. **Permitted Uses**. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit D-1 and Exhibit D-2.

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

6.4. **Additional Conditions**.

6.4.1. **New Park Development Obligation**. The Project shall be subject to Resolution No. 28-2005, which establishes revised standards for Park and Open Space in the City. The Project shall also be subject to the development impact fees imposed by the City pursuant to Resolution 122-2005, which established the City's intent to modify its park improvement impact fee.

6.4.2. **Timing of Dedications and Improvements of Parks.** Prior to the recordation of any final map or individual residential or non-residential parcel for the Property, Landowner shall: (1) fulfill the obligation described in Section 6.4.1, and (2) enter into a park improvement agreement with the Cordova Recreation and Parks District. Landowner shall pay to the City any in-lieu fees required under Section 6.4.1 prior to the issuance of each building permit for the Property. Prior to the issuance of the final building permit for the Project, Landowner agrees to commence construction of the improvements described in the park improvement agreement to be entered into between Landowner and Cordova Recreation and Parks District. The park improvement agreement shall address, but not be limited to the specific facilities to be constructed by Landowner, fees to be paid by Landowner, credits and reimbursements that shall be issued by the District to the Landowner, and reference to the reqirements in this Section regarding the timing of construction of improvements and the payment of fees. Prior to the issuance of the 100th building permit, Landowner agrees to complete construction of all the improvements described by the park improvement agreement. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirement described in Section 6.4.1 and 6.4.2.

6.4.3. **In-fill Park and Open Space Renovation and Acquisition Fee**. The Landowner agrees that it shall pay the City the total sum of one thousand and five hundred dollars ($1500.00) for each residential parcel shown on the final

maps for the Property. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit E. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the existing park renovation fees required under this Section.

6.4.4. Police Tax. Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The City is in the process of preparing a General Plan Fiscal Analysis which will include a review of the current shortfall of revenue for police services, and a new proposed amount of the special police tax. The special tax shall be in the amount of the lesser of (1) $450 annually, per single-family residential parcel or residential parcel equivalent, and $0.25 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses), or (2) the amount calculated in the General Plan Fiscal Analysis which the City is in the process of preparing. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this Section for the Project.

6.4.5. Road Maintenance Conditions. Landowner shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by Landowner.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and

provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

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

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

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

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

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

8.2. **Development Impact Fees, Exactions and Dedications**. Landowner shall pay all development impact fees, dedications of land, connection or mitigation fees, and exactions required by the City to support in the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except as otherwise provided in this Agreement, Exactions required by City to be paid by the Landowner that do not meet one of the preceding criteria, shall be the Exactions authorized as of the Effective Date. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District (CFD) or other such financing mechanism acceptable to the City, subject to and in accordance with the provisions thereof.

9. **Community Facilities District**.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

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

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

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

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

10. Service District for Maintenance.

10.1. Formation, Consent, Waiver and Special Benefit. Landowner must cooperate in formation or annexation to, one or more financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Services District shall:

i. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures.

ii. Cause to be established appropriate funding mechanisms, to the satisfaction of the Park District, to fund the ongoing maintenance of park facilities and

improvements within the Project, and any other park improvements pursuant to the Project Approvals.

iii. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, in consultation with the Sacramento County Department of Water Resources, to fund the ongoing maintenance of drainage facilities within the Project consistent with the Project Approvals.

iv. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the Sacramento Metropolitan Fire District within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the Fire District.

v. Conduct, manage and finance any environmental mitigation monitoring required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Section 10.1 is not known as of the Effective Date, and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January 1, 2006, based upon the Consumer Price Index, consistent with Sections 6.4.3 and 6.4.4 of this Agreement.

10.2. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City or Park District shall be excluded from any assessment to be imposed by the Services District.

11. Amendment or Cancellation.

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

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

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent

otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

11.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

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

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

13. Annual Review.

13.1. Review Date. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

13.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

13.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

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

13.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate

proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code Section 110-05. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

13.6. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).

14. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 14.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

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

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

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

from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

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

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

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

16. Mortgagee Protection; Certain Rights of Cure.

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

16.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote

the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

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

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

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

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

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

21. **Transfers and Assignments**. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit F and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager

on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

22. Agreement Runs with the Land. Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

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

24. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

25. Insurance.

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

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

25.3. **Evidence of Insurance**. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 25.1 and 25.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

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

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

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

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park
Rancho Cordova, CA 95670

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

DOUGLAS GRANTLINE 103, LLC
Attn: Jim Galovan
111 Woodmere Drive, Suite 190
Folsom, CA 95630

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

29. **Form of Agreement; Recordation; Exhibits**. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten

(10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 17 pages and 8 Exhibits, which constitute the entire understanding and agreement of the parties.

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

31. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event state or federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on the _____, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

"LANDOWNER"

DOUGLAS GRANTLINE 103, LLC
a California limited liability company

By:

Name: Jim Galovan

Its: Authorized Agent

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	Douglas 103 Large Lot Tentative Subdivision Map
Exhibit C:	Douglas 103 Small Lot Tentative Subdivision Map
Exhibit D-1:	Land Use Map for the Property
Exhibit D-2:	Land Use Table
Exhibit E:	Diagram of Park Land Dedication
Exhibit F:	Form of Assignment

1251.002
10/04/05
CMD

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
DOUGLAS 103 DEVELOPMENT AGREEMENT

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California, and being more particularly described as follows:

The South 53 1/2 acres of the East one half of the Southwest one quarter, the Southwest one quarter of the Southwest one quarter and Lot 4 of the Southwest one quarter of Section 10, Township 8 North, Range 7 East, MDB&M.

APN: 067-0040-004

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



Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 10/4/05

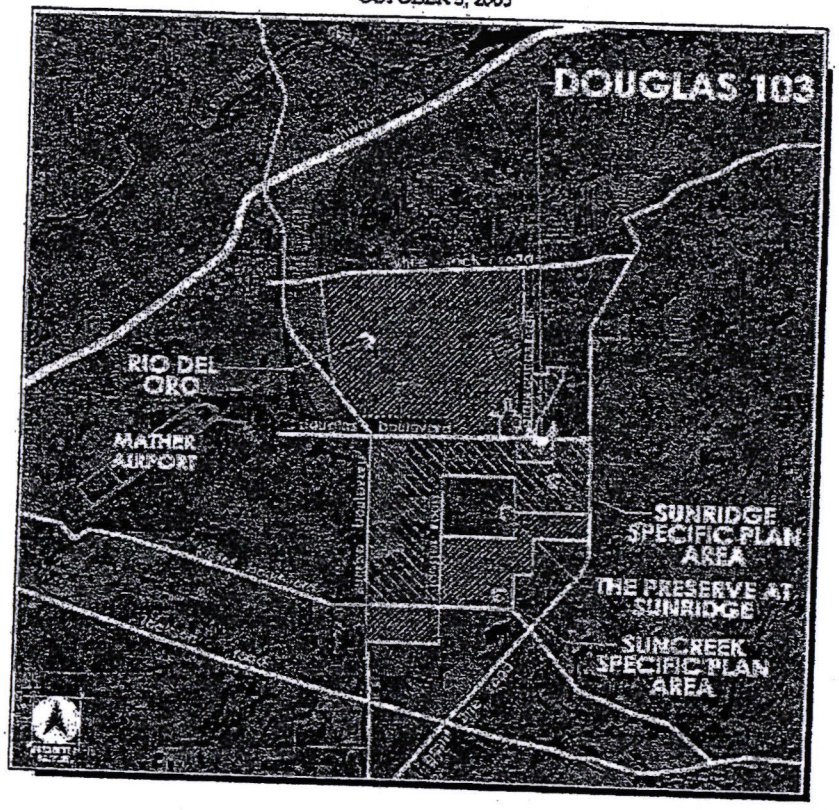
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2 LOCATION MAP

DOUGLAS 103

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



WOOD RODGERS

DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

PHONE (916) 341-7760 FAX (916) 341-7767

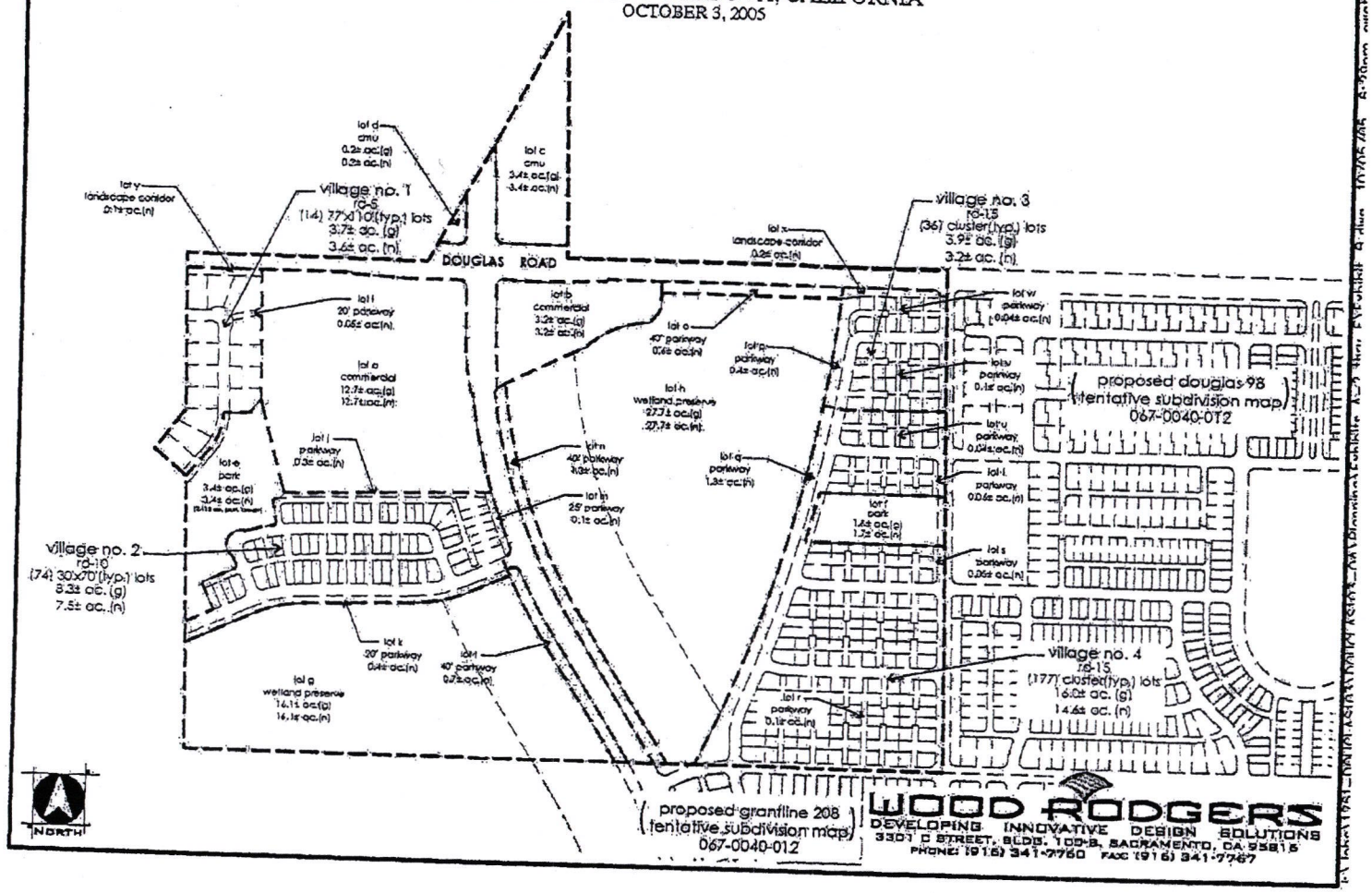
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EXHIBIT B LARGE LOT TENTATIVE SUBDIVISION MAP

DOUGLAS 103

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



WOOD RODGERS

DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

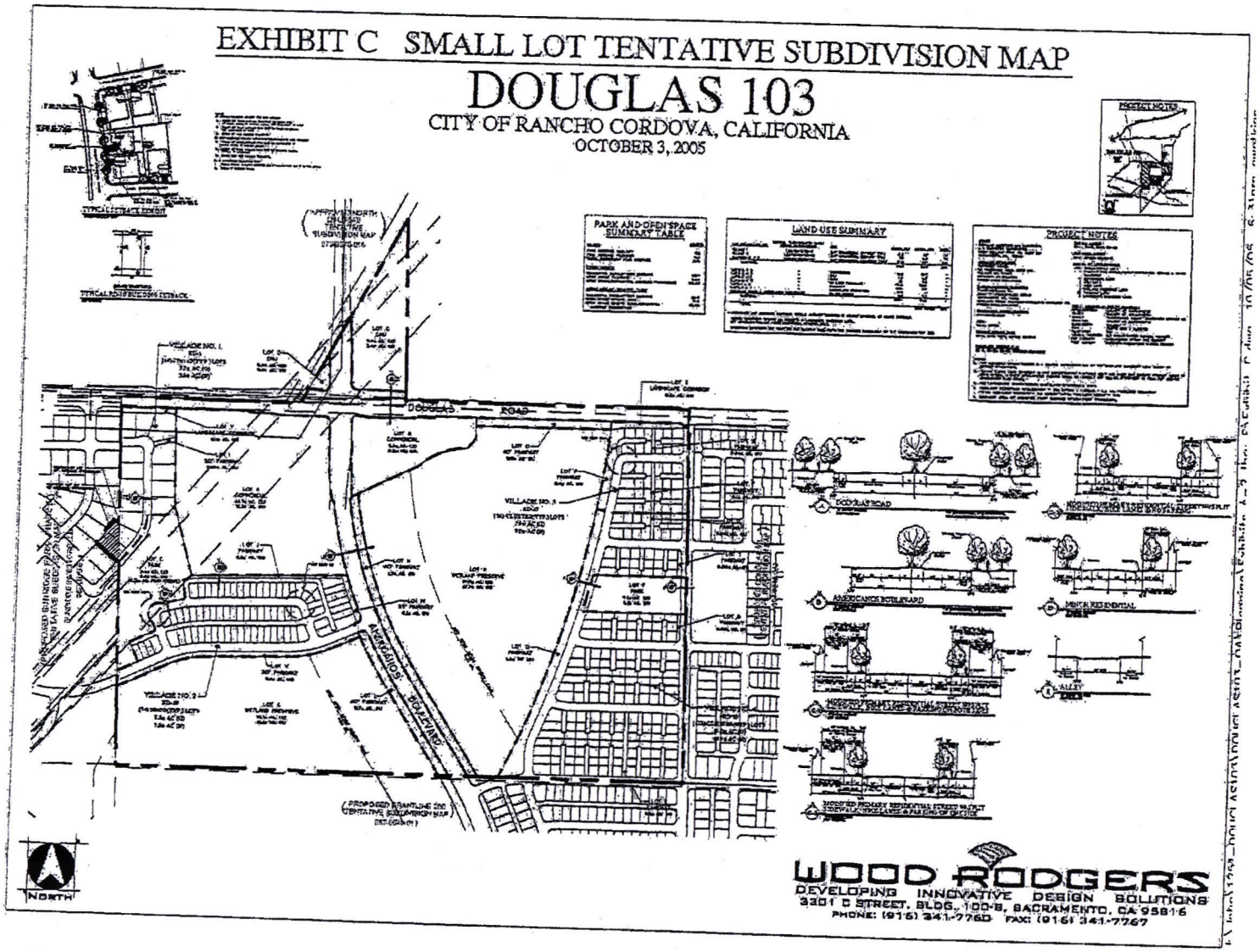
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT C SMALL LOT TENTATIVE SUBDIVISION MAP

DOUGLAS 103

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



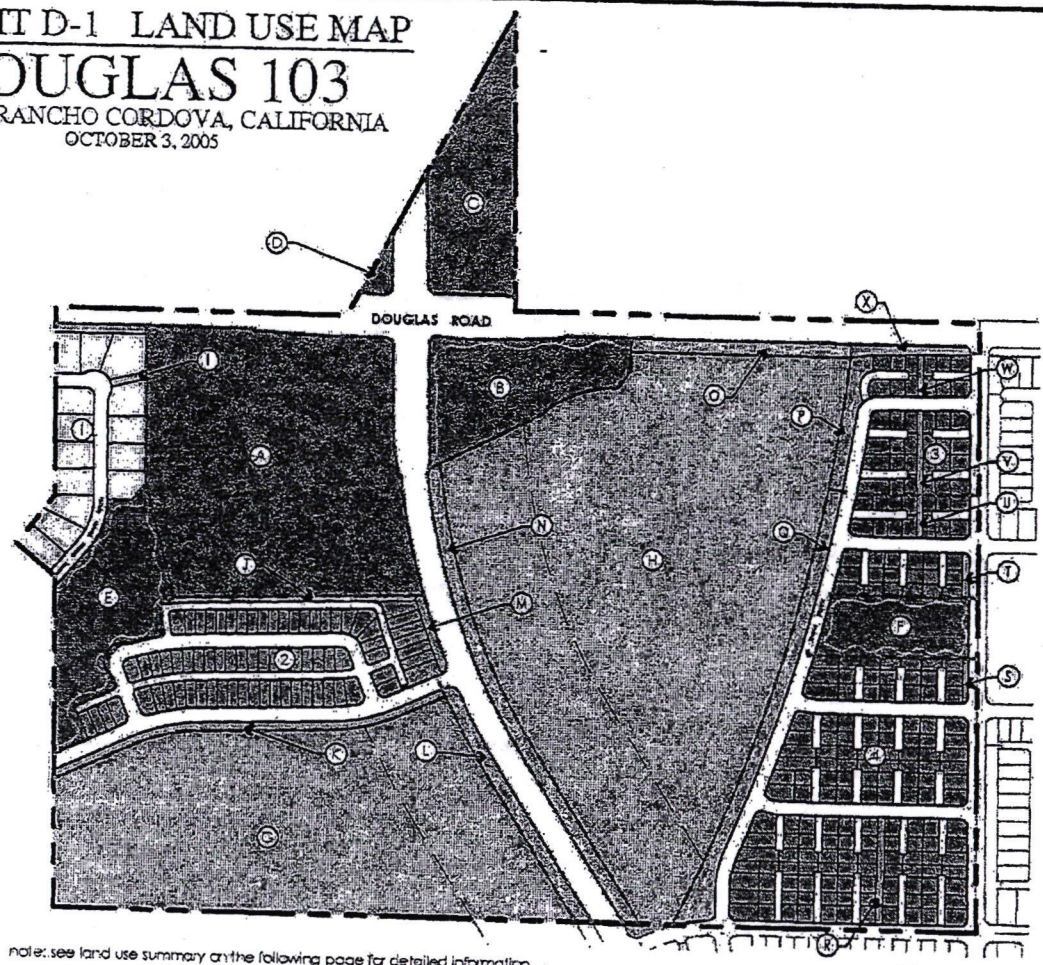
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EXHIBIT D-1 LAND USE MAP

DOUGLAS 103

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



note: see land use summary on the following page for detailed information.

NORTH

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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EXHIBIT D-2 LAND USE TABLE

DOUGLAS 103

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 1	LDR/RD-5/RD-5	S-F RESIDENTIAL (77'x110' TYP.)	3.6	3.7	14
VILLAGE 2	LDR/RD-10/RD-10	S-F RESIDENTIAL (30'x70' TYP.)	7.5	8.3	74
VILLAGES 3 & 4	LDR/RD-15/RD-15	S-F RESIDENTIAL (CLUSTER TYP.)	17.8	19.9	213
SUBTOTAL			28.9	31.9	301
LOTS A & B	-	COMMERCIAL	15.9	15.9	-
LOTS C & D	-	CMU	3.6	3.6	-
LOTS E & F	-	PARK	5.1	5.2	-
LOTS G & H	-	WETLAND PRESERVE	43.8	43.8	-
LOTS I - W	-	PARKWAY	5.54	2.6	-
LOTS X & Y	-	LANDSCAPE CORRIDOR*	0.3	-	-
DOUGLAS ROAD & AMERICANOS BOULEVARD		MAJOR ROADS	8.5	8.5	-
SUBTOTAL			82.74	79.6	-
TOTAL				111.5 ACRES	301

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS & LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR RESIDENTIAL STREETS ONLY.

SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PER SECTION 66463.1 (A) OF THE SUBDIVISION MAP ACT.

note; see land use plan on previous page for detailed information

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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EXHIBIT E DIAGRAM OF PARKLAND DEDICATION

DOUGLAS 103

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005

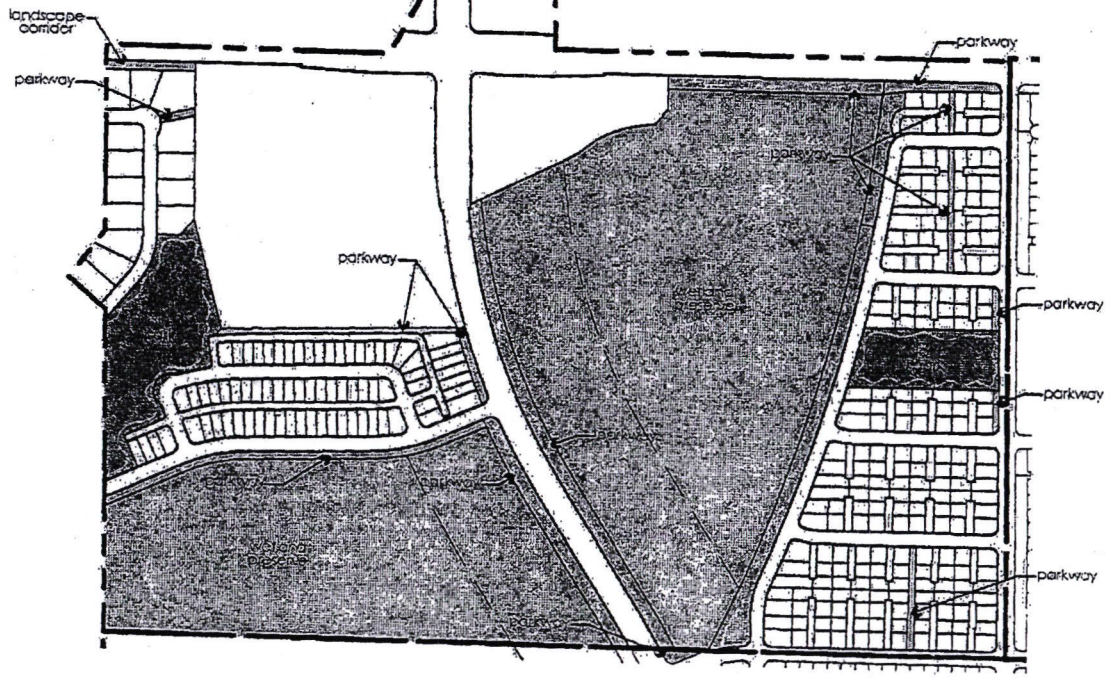

landscape corridor
parkway
parkway
parkway

EXHIBIT F
FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park
Rancho Cordova, CA 95670
Attn: City Clerk

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO DOUGLAS 98

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200_ ____, by and between _____, a _____ _____ (hereinafter "Developer"), and _____, a _____ _____ (hereinafter "Assignee").

RECITALS

1. On _____, 200_, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Rancho Cordova and Relative to the Development known as Douglas 98 (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 200_, as Instrument No. 200_-_____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibits A-1 and A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
Attn: _____

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

DEVELOPER:

DOUGLAS ROAD 98
a California limited liability company

By: _____
Print Name: Gus Galaxidas
Title: Managing Partner

ASSIGNEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

Exhibit B

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park
Rancho Cordova, CA 95670
Attn: City Clerk

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

DOUGLAS ROAD 98, LP, AS LANDOWNERS

RELATIVE TO DOUGLAS 98

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DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98

This Development Agreement is entered into as of this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), DOUGLAS ROAD 98, LP, a California limited partnership ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project**. Landowner has obtained various approvals from the City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a mixed use project known as Douglas 98 (the "Project") to be located on the Property.

4. **Public Hearing**. On January 26, 2006, the Planning Commission of the City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. **Environmental Review**. On _____, the City Council certified as adequate and complete, the Subsequent Mitigated Negative Declaration ("SMND") for the Project. Mitigation measures were required in the SMND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

6.1. The Sunridge Specific Plan adopted by County, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the "Specific Plan");

6.2. The SMND. The Subsequent Mitigation Measures in both the Environmental Impact Report ("EIR") and the SMND are incorporated into the Project and into the terms and conditions of this Agreement.

6.3. The Rezoning of the Property, approved by the City on January 20, 2004, by City Ordinance No. 1-2004;

6.4. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit B approved by the City on _____, by City Resolution No. _____;

6.5. The Small Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C approved by the City on _____, by City Resolution No. _____;

6.6. This Development Agreement, as adopted on _____, 200_ by City Ordinance No. _____ (the "Adopting Ordinance").

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

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

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

10. **Consistency with General and Specific Plan**. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ___-06, the City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan and specific plan consistency.

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term**.

5.1. Effective Date. The effective date of this Agreement ("Effective Date") is _____2006, which is the effective date of City Ordinance No._____, adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

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

6. **Use of Property**.

6.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. **Permitted Uses**. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit D-1 and Exhibit D-2.

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

6.4. **Additional Conditions**.

6.4.1. **New Park Development Obligation**. The Project shall be subject to Resolution No. 28-2005, which establishes revised standards for Park and Open Space in the City. The Project shall also be subject to the development impact fees imposed by the City pursuant to Resolution 122-2005, which established the City's intent to modify its park improvement impact fee.

6.4.2. **Timing of Dedications and Improvements of Parks.** Prior to the recordation of any final map or individual residential or non-residential parcel for the Property, Landowner shall: (1) fulfill the obligation described in Section 6.4.1, and (2) enter into a park improvement agreement with the Cordova Recreation and Parks District. Landowner shall pay to the City any in-lieu fees required under Section 6.4.1 prior to the issuance of each building permit for the Property. Prior to the issuance of the final building permit for the Project, Landowner agrees to commence construction of the improvements described in the park improvement agreement to be entered into between Landowner and Cordova Recreation and Parks District. The park improvement agreement shall address, but not be limited to the specific facilities to be constructed by Landowner, fees to be paid by Landowner, credits and reimbursements that shall be issued by the District to the Landowner, and reference to the reqirements in this Section regarding the timing of construction of improvements and the payment of fees. Prior to the issuance of the 250th building permit, Landowner agrees to complete construction of all the improvements described by the park improvement agreement. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirement described in Section 6.4.1 and 6.4.2.

6.4.3. **In-fill Park and Open Space Renovation and Acquisition Fee**. The Landowner agrees that it shall pay the City the total sum of one thousand and five hundred dollars ($1500.00) for each residential parcel shown on the final

maps for the Property. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit E. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the existing park renovation fees required under this Section.

6.4.4. Police Tax. Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The City is in the process of preparing a General Plan Fiscal Analysis which will include a review of the current shortfall of revenue for police services, and a new proposed amount of the special police tax. The special tax shall be in the amount of the lesser of (1) $450 annually, per single-family residential parcel or residential parcel equivalent, and $0.25 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses), or (2) the amount calculated in the General Plan Fiscal Analysis which the City is in the process of preparing. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this Section for the Project.

6.4.5. Road Maintenance Conditions. Landowner shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by Landowner.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and

provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

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

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

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

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

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

8.2. **Development Impact Fees, Exactions and Dedications**. Landowner shall pay all development impact fees, dedications of land, connection or mitigation fees, and exactions required by the City to support in the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except as otherwise provided in this Agreement, Exactions required by City to be paid by the Landowner that do not meet one of the preceding criteria, shall be the Exactions authorized as of the Effective Date. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District (CFD) or other such financing mechanism acceptable to the City, subject to and in accordance with the provisions thereof.

9. **Community Facilities District**.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

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

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

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

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

10. Service District for Maintenance.

10.1. Formation, Consent, Waiver and Special Benefit. Landowner must cooperate in formation or annexation to, one or more financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Services District shall:

i. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures.

ii. Cause to be established appropriate funding mechanisms, to the satisfaction of the Park District, to fund the ongoing maintenance of park facilities and

improvements within the Project, and any other park improvements pursuant to the Project Approvals.

iii. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, in consultation with the Sacramento County Department of Water Resources, to fund the ongoing maintenance of drainage facilities within the Project consistent with the Project Approvals.

iv. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the Sacramento Metropolitan Fire District within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the Fire District.

v. Conduct, manage and finance any environmental mitigation monitoring required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Section 10.1 is not known as of the Effective Date, and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January 1, 2006, based upon the Consumer Price Index, consistent with Sections 6.4.3 and 6.4.4 of this Agreement.

10.2. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City or Park District shall be excluded from any assessment to be imposed by the Services District.

11. Amendment or Cancellation.

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

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

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent

otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

11.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

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

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

13. Annual Review.

13.1. Review Date. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

13.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

13.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

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

13.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate

proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code Section 110-05. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

13.6. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).

14. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 14.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

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

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

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

from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

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

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

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

16. Mortgagee Protection; Certain Rights of Cure.

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

16.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote

the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

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

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

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

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

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

21. **Transfers and Assignments**. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit F and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager

on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

22. **Agreement Runs with the Land**. Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

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

24. **Indemnification**. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

25. **Insurance**.

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

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

25.3. **Evidence of Insurance**. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 25.1 and 25.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

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

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

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

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park
Rancho Cordova, CA 95670

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

DOUGLAS ROAD 98, LP
Attn: Jim Galovan
111 Woodmere Drive, Suite 190
Folsom, Ca 95630

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

29. **Form of Agreement; Recordation; Exhibits**. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten

(10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 17 pages and 8 Exhibits, which constitute the entire understanding and agreement of the parties.

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

31. **City Cooperation**. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event state or federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on the _____, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

"LANDOWNER"

DOUGLAS ROAD 98, LP
a California limited partnership

By:

Name: Gus Galaxidas

Its: Managing Partner

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	Douglas 98 Large Lot Tentative Subdivision Map
Exhibit C:	Douglas 98 Small Lot Tentative Subdivision Map
Exhibit D-1:	Land Use Map for the Property
Exhibit D-2:	Land Use Table
Exhibit E:	Diagram of Park Land Dedication
Exhibit F:	Form of Assignment

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The South 107 acres of the Southeast one-quarter of Section 10, Township 8 North, Range 7 East, Mount Diablo Base and Meridian, the dimensions of said 107 acres being computed to the West, South and East lines of said Southeast one-quarter.

EXCEPTING THEREFROM the North 300 feet of the East 300 feet thereof;

ALSO EXCEPTING THEREFROM all that portion lying North of the following described land: Beginning at a point located North 89 deg. 21'10" East 494.16 feet from the Southeast corner of "Rancho Rio de los Americanos", as said Southeast corner is shown on the "Record of Survey of the Southeasterly portion of Rancho Rio de los Americanos", according to the Official Plat thereof, filed in the Office of the Recorder of Sacramento County, California in Book 12 of Surveys, Survey No. 30; thence from said point of beginning South 89 deg. 49'50" East 3970.00 feet to the point in a County Road.

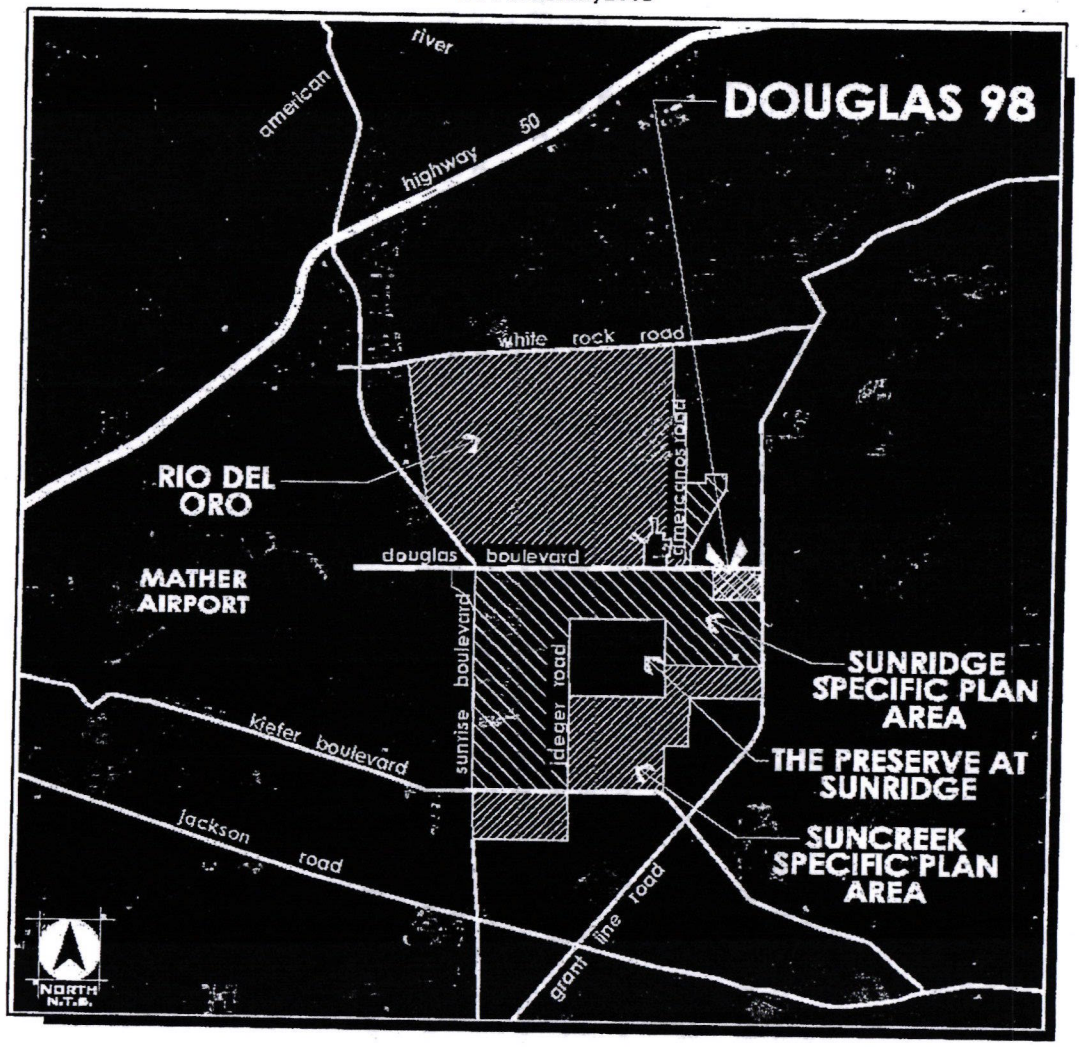
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EXHIBIT A-2 LOCATION MAP

DOUGLAS 98

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



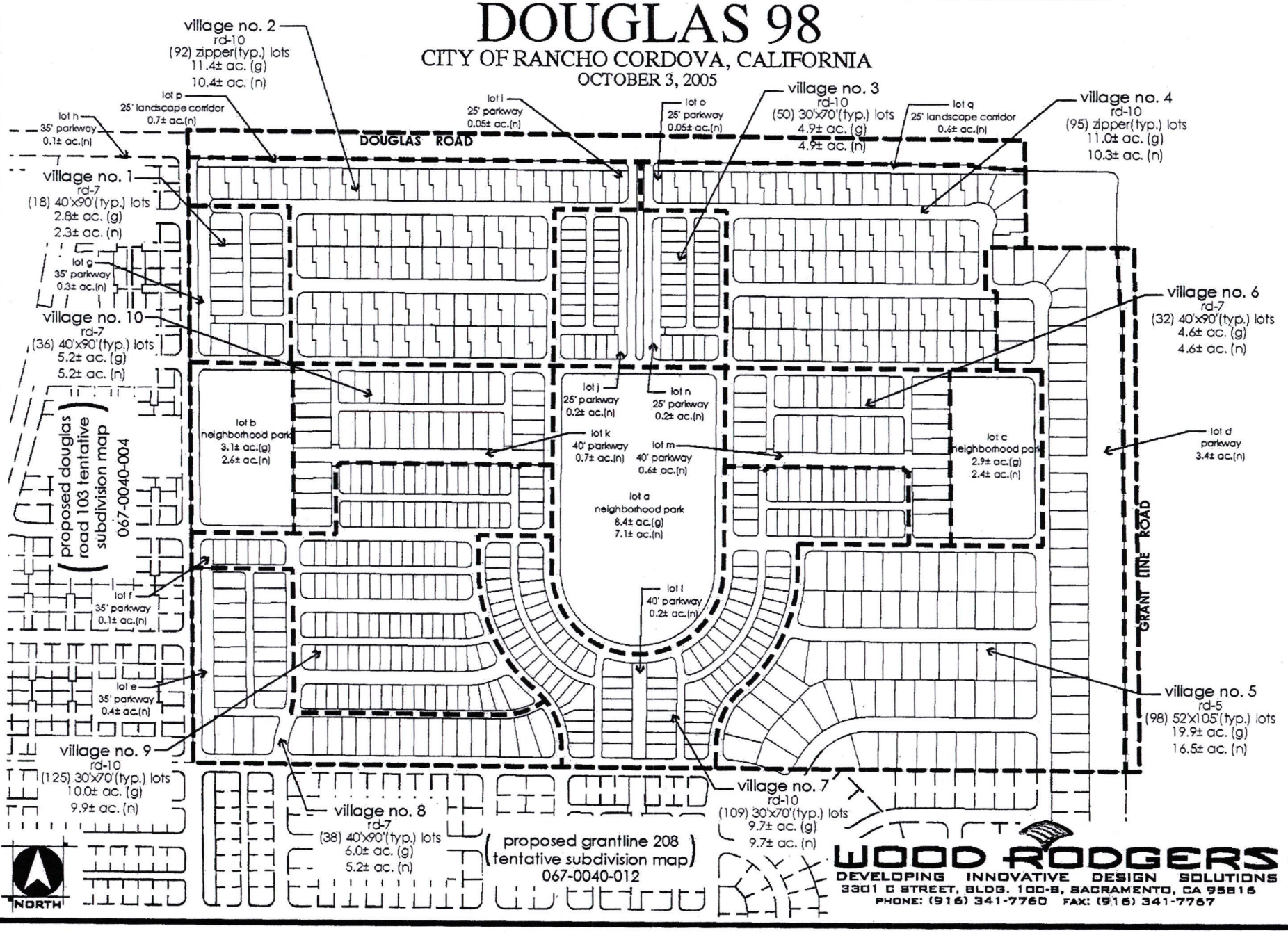
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B LARGE LOT TENTATIVE SUBDIVISION MAP

DOUGLAS 98

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

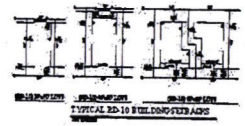
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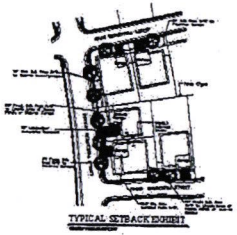
EXHIBIT C SMALL LOT TENTATIVE SUBDIVISION MAP

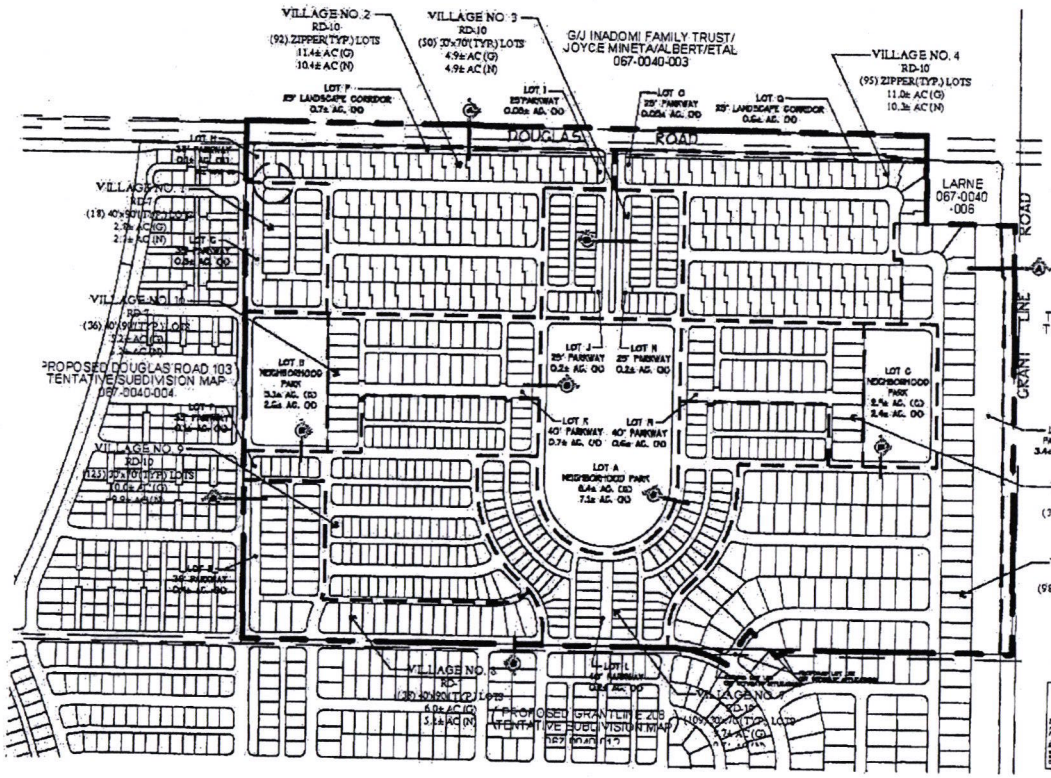
DOUGLAS 98

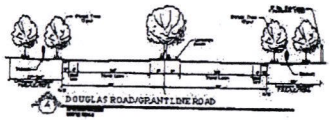
CITY OF RANCHO CORDOVA, CALIFORNIA

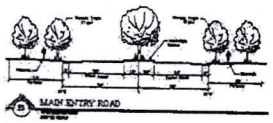
OCTOBER 3, 2005

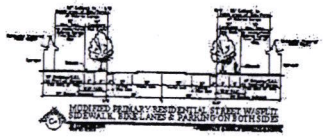


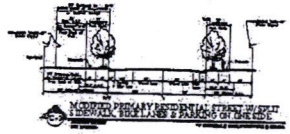


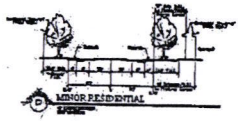


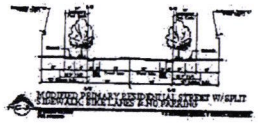


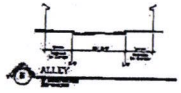


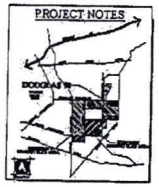












PROJECT NOTES

PARK AND OPEN SPACE SUMMARY TABLE

LAND USE SUMMARY

NORTH

WOOD RODGERS

DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

PHONE: (916) 341-7760 FAX: (916) 341-7767

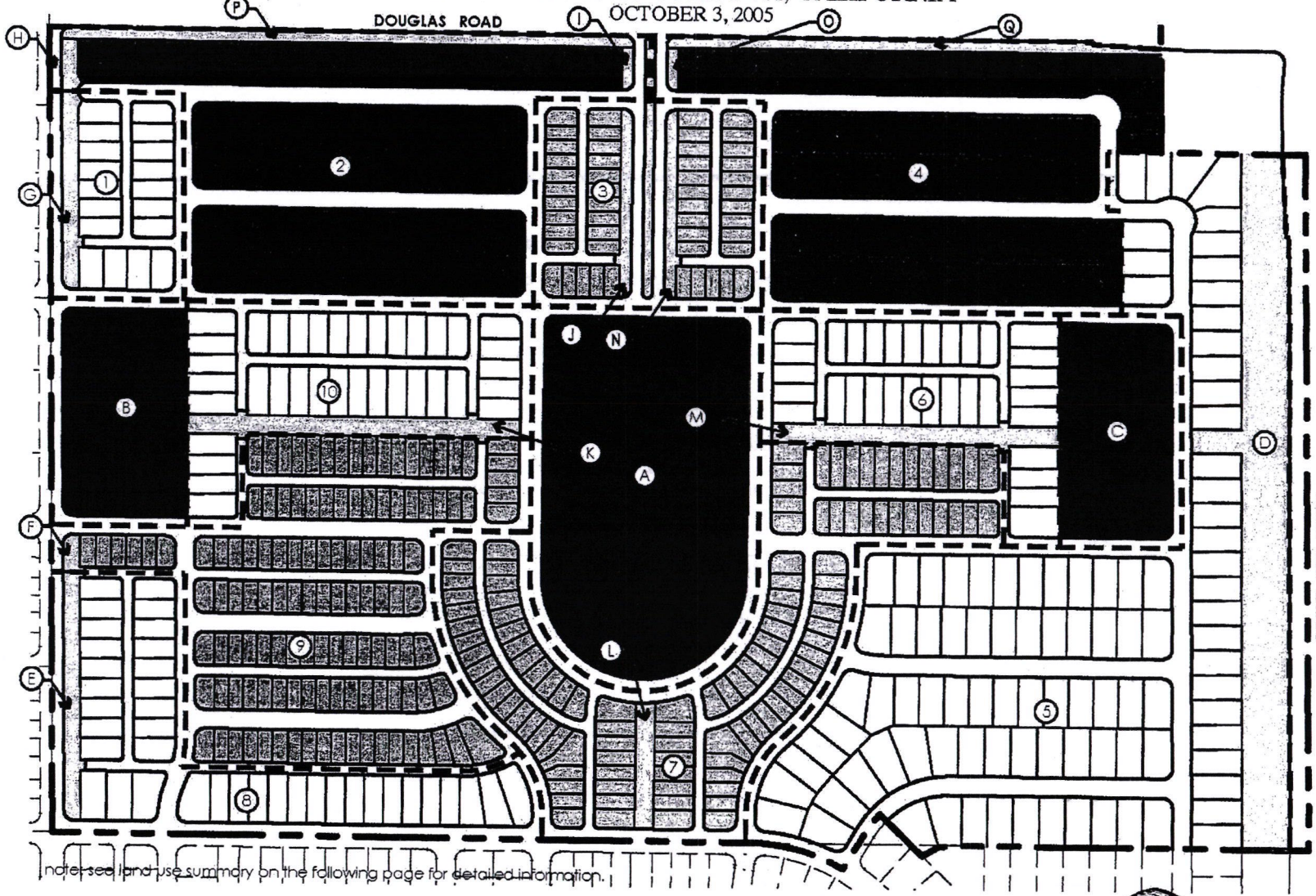
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EXHIBIT D-1 LAND USE MAP

DOUGLAS 98

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



note: see land use summary on the following page for detailed information.

NORTH

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT D-2 LAND USE TABLE

DOUGLAS 98

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005

lot no./village no.	general plan/specific plan/ zoning designations	use	acres (n)	acres (g)	units
village 5	ldr/rd-5/rd-5	s-f residential (52'x105' typ.)	16.5	19.9	98
villages 1, 6, 8 & 10	ldr/rd-7/rd-7	s-f residential (40'x90' typ.)	17.3	18.6	124
villages 3, 7 & 9	ldr/rd-10/rd-10	s-f residential (30'x70' typ.)	24.5	24.6	284
villages 2 & 4	ldr/rd-10/rd-10	s-f residential (zipper typ.)	20.7	22.4	187
subtotal			79.0	85.5	693
lots a, b & c	ldr/park/rd-7	neighborhood park	12.1	14.4	-
lots d-o	-	parkway*	6.3	-	-
lots p & q	-	landscape corridor*	1.3	-	-
douglas & grant line roads	-	major roads	-	5.2	-
subtotal			4.6	19.6	-
total				105.1 acres	693

* parkway and landscape corridor totals already included in gross acreage of above parcels.

gross acreages include all streets, parkways & landscape corridor lots.
net acreages include minor residential streets only.

note: see land use plan on previous page for detailed information

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
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PHONE: (916) 341-7760 FAX: (916) 341-7767

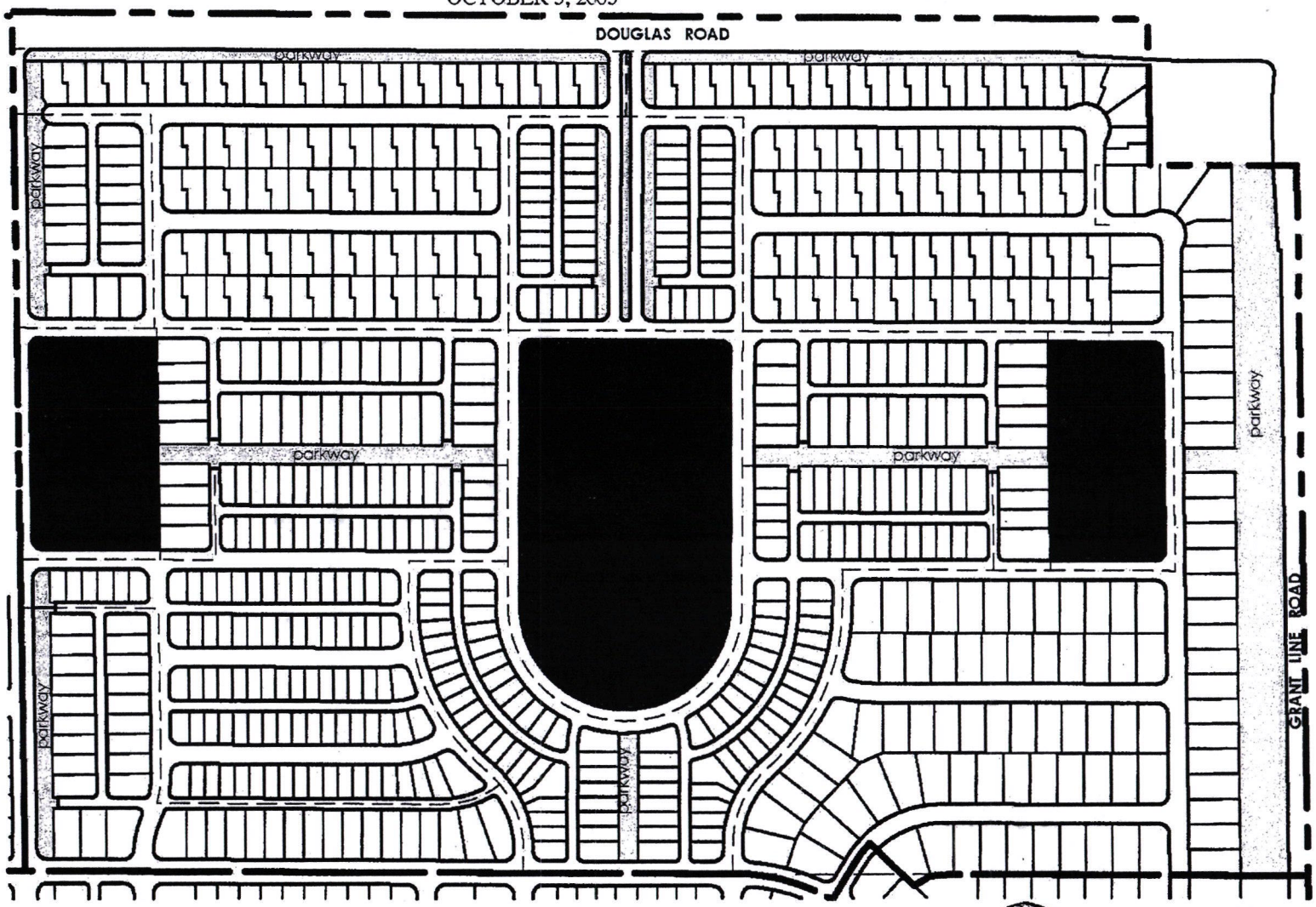
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EXHIBIT E DIAGRAM OF PARKLAND DEDICATION

DOUGLAS 98

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



parkland summary table	
lot no.	acres (g)
lot a	8.4
lot b	3.1
lot c	2.9
total	14.4

NORTH

parkland dedication requirement= 693 sf du x 0.0206 ac/du= 14.3 ac. parkland required
total parkland required = 14.3 ac. total parkland provided = 14.4 ac.

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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Exhibit C

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park
Rancho Cordova, CA 95670
Attn: City Clerk

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

GRANTLINE INVESTMENTS, LLC, AS LANDOWNERS

RELATIVE TO GRANTLINE 208

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DEVELOPMENT AGREEMENT
RELATIVE TO GRANTLINE 208

This Development Agreement is entered into as of this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), GRANTLINE INVESTORS, LLC, a California limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project**. Landowner has obtained various approvals from the City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a mixed use project known as Grantline 208 (the "Project") to be located on the Property.

4. **Public Hearing**. On January 26, 2006, the Planning Commission of the City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. **Environmental Review**. On _____, the City Council certified as adequate and complete, the Subsequent Mitigated Negative Declaration ("SMND") for the Project. Mitigation measures were required in the SMND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

6.1. The Sunridge Specific Plan adopted by County, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the "Specific Plan");

6.2. The SMND. The Subsequent Mitigation Measures in both the Environmental Impact Report ("EIR") and the SMND are incorporated into the Project and into the terms and conditions of this Agreement.

6.3. The Rezoning of the Property, approved by the City on January 20, 2004, by City Ordinance No. 1-2004;

6.4. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit B approved by the City on _____, by City Resolution No. _____;

6.5. The Small Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C approved by the City on _____, by City Resolution No. _____;

6.6. This Development Agreement, as adopted on _____, 200_ by City Ordinance No. _____ (the "Adopting Ordinance").

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

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

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

10. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ___-06, the City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan and specific plan consistency.

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term**.

5.1. **Effective Date**. The effective date of this Agreement ("Effective Date") is _____2006, which is the effective date of City Ordinance No._____, adopting this Agreement.

5.2. **Term**. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

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

6. **Use of Property**.

6.1. **Right to Develop**. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. **Permitted Uses**. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit D-1 and Exhibit D-2.

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

6.4. **Additional Conditions**.

6.4.1. **New Park Development Obligation**. The Project shall be subject to Resolution No. 28-2005, which establishes revised standards for Park and Open Space in the City. The Project shall also be subject to the development impact fees imposed by the City pursuant to Resolution 122-2005, which established the City's intent to modify its park improvement impact fee.

6.4.2. **Timing of Dedications and Improvements of Parks.** Prior to the recordation of any final map or individual residential or non-residential parcel for the Property, Landowner shall: (1) fulfill the obligation described in Section 6.4.1, and (2) enter into a park improvement agreement with the Cordova Recreation and Parks District. Landowner shall pay to the City any in-lieu fees required under Section 6.4.1 prior to the issuance of each building permit for the Property. Prior to the issuance of the final building permit for the Project, Landowner agrees to commence construction of the improvements described in the park improvement agreement to be entered into between Landowner and Cordova Recreation and Parks District. The park improvement agreement shall address, but not be limited to the specific facilities to be constructed by Landowner, fees to be paid by Landowner, credits and reimbursements that shall be issued by the District to the Landowner, and reference to the reqirements in this Section regarding the timing of construction of improvements and the payment of fees. Prior to the issuance of the 300th building permit, Landowner agrees to complete construction of all the improvements described by the park improvement agreement. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirement described in Section 6.4.1 and 6.4.2.

6.4.3. **In-fill Park and Open Space Renovation and Acquisition Fee**. The Landowner agrees that it shall pay the City the total sum of one thousand and five hundred dollars ($1500.00) for each residential parcel shown on the final

maps for the Property. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit E. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the existing park renovation fees required under this Section.

6.4.4. Police Tax. Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The City is in the process of preparing a General Plan Fiscal Analysis which will include a review of the current shortfall of revenue for police services, and a new proposed amount of the special police tax. The special tax shall be in the amount of the lesser of (1) $450 annually, per single-family residential parcel or residential parcel equivalent, and $0.25 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses), or (2) the amount calculated in the General Plan Fiscal Analysis which the City is in the process of preparing. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this Section for the Project.

6.4.5. Road Maintenance Conditions. Landowner shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by Landowner.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and

provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

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

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

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

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

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

8.2. Development Impact Fees, Exactions and Dedications. Landowner shall pay all development impact fees, dedications of land, connection or mitigation fees, and exactions required by the City to support in the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except as otherwise provided in this Agreement, Exactions required by City to be paid by the Landowner that do not meet one of the preceding criteria, shall be the Exactions authorized as of the Effective Date. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District (CFD) or other such financing mechanism acceptable to the City, subject to and in accordance with the provisions thereof.

9. Community Facilities District.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

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

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

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

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

10. Service District for Maintenance.

10.1. Formation, Consent, Waiver and Special Benefit. Landowner must cooperate in formation or annexation to, one or more financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Services District shall:

i. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures.

ii. Cause to be established appropriate funding mechanisms, to the satisfaction of the Park District, to fund the ongoing maintenance of park facilities and

improvements within the Project, and any other park improvements pursuant to the Project Approvals.

iii. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, in consultation with the Sacramento County Department of Water Resources, to fund the ongoing maintenance of drainage facilities within the Project consistent with the Project Approvals.

iv. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the Sacramento Metropolitan Fire District within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the Fire District.

v. Conduct, manage and finance any environmental mitigation monitoring required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Section 10.1 is not known as of the Effective Date, and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January 1, 2006, based upon the Consumer Price Index, consistent with Sections 6.4.3 and 6.4.4 of this Agreement.

10.2. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City or Park District shall be excluded from any assessment to be imposed by the Services District.

11. Amendment or Cancellation.

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

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

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent

otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

11.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

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

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

13. Annual Review.

13.1. Review Date. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

13.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

13.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

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

13.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate

proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code Section 110-05. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

13.6. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).

14. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 14.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

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

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

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

from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

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

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

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

16. Mortgagee Protection; Certain Rights of Cure.

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

16.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote

the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

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

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

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

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

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

21. **Transfers and Assignments**. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit F and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager

on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

22. Agreement Runs with the Land. Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

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

24. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

25. Insurance.

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

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

25.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 25.1 and 25.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

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

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

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

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park
Rancho Cordova, CA 95670

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

GRANTLINE INVESTORS, LLC
c/o River West Investments
7700 College Town Drive, Suite 215
Sacramento, CA 95826

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

29. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten

(10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 17 pages and 8 Exhibits, which constitute the entire understanding and agreement of the parties.

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

31. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on the _____, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

"LANDOWNER"

GRANTLINE INVESTORS, LLC
a California limited liability company

By:

Name: Brian Vail

Its: Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	Grantline 208 Large Lot Tentative Subdivision Map
Exhibit C:	Grantline 208 Small Lot Tentative Subdivision Map
Exhibit D-1:	Land Use Map for the Property
Exhibit D-2:	Land Use Table
Exhibit E:	Diagram of Park Land Dedication
Exhibit F:	Form of Assignment

1258.003
10/04/05
CMD

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
GRANTLINE 208 DEVELOPMENT AGREEMENT

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California, and being more particularly described as follows:

The North one-half of the following described property:

The North one-half and the North 50 rods of the South one-half of Section15, Township 8 North, Range 7 East, M.D.B. & M.

APN: 067-0040-012

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



Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 10/4/05

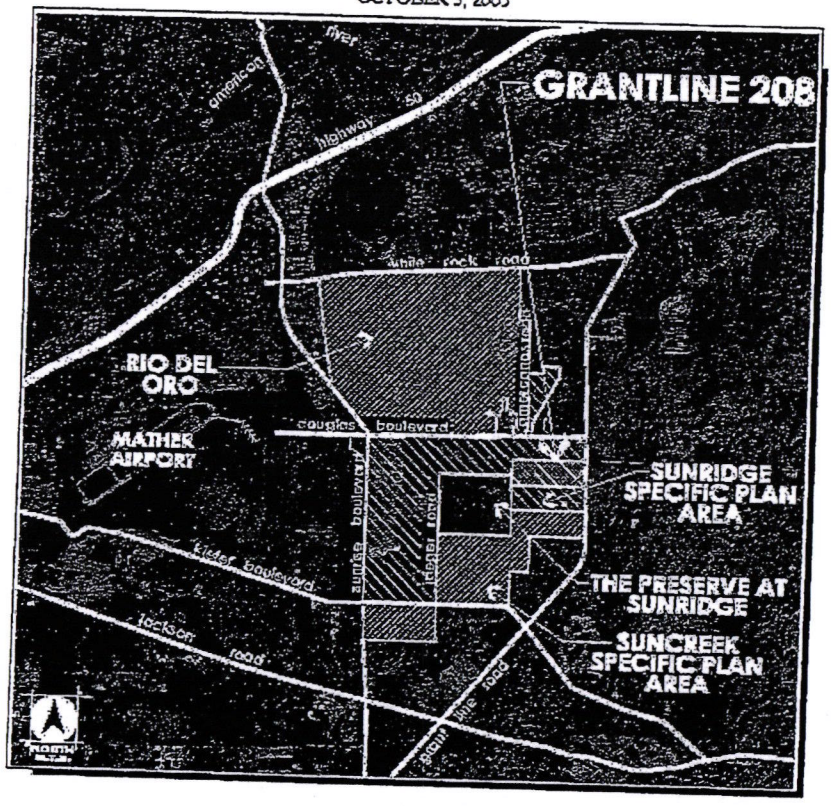
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2 LOCATION MAP

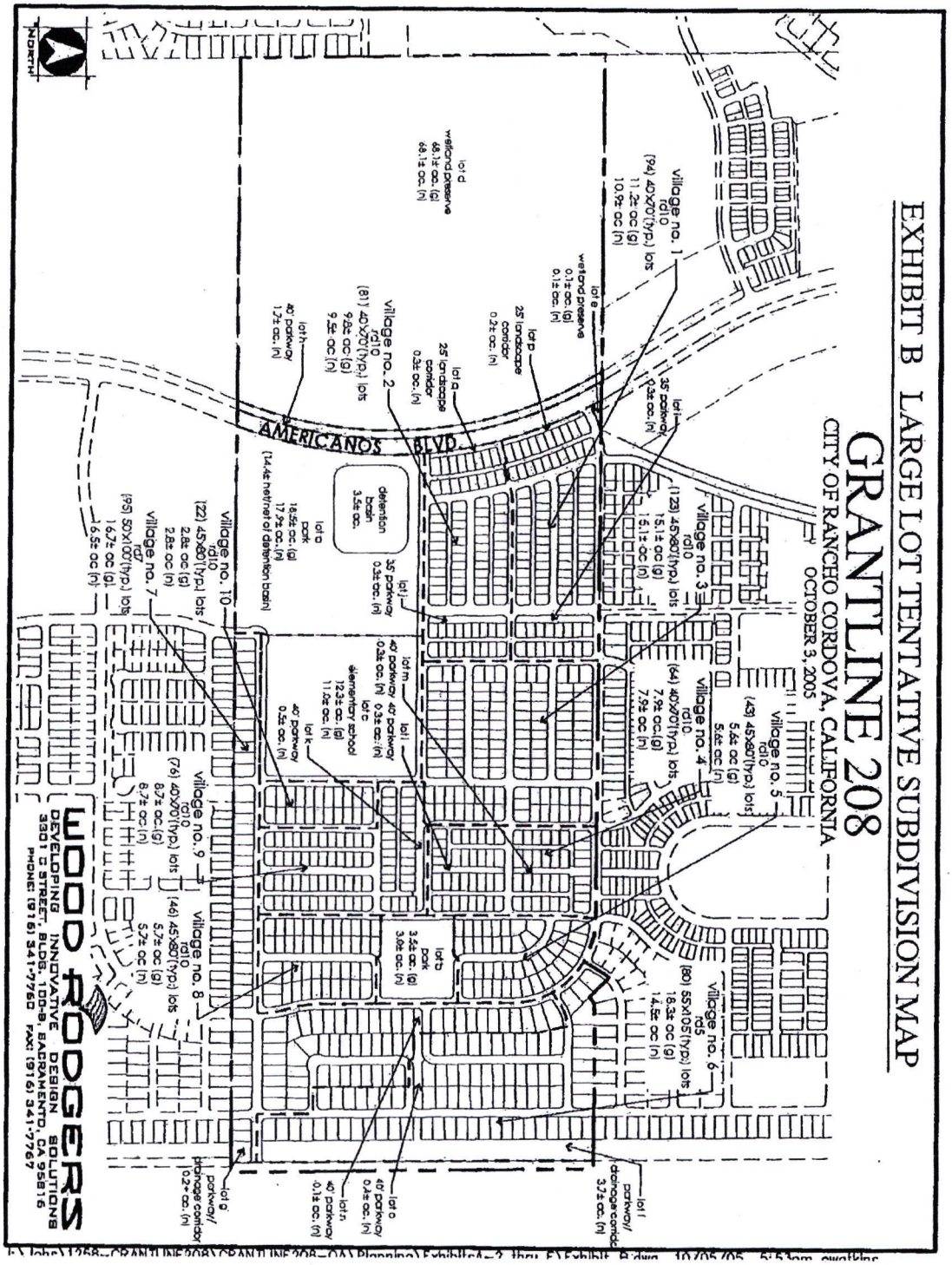
GRANTLINE 208

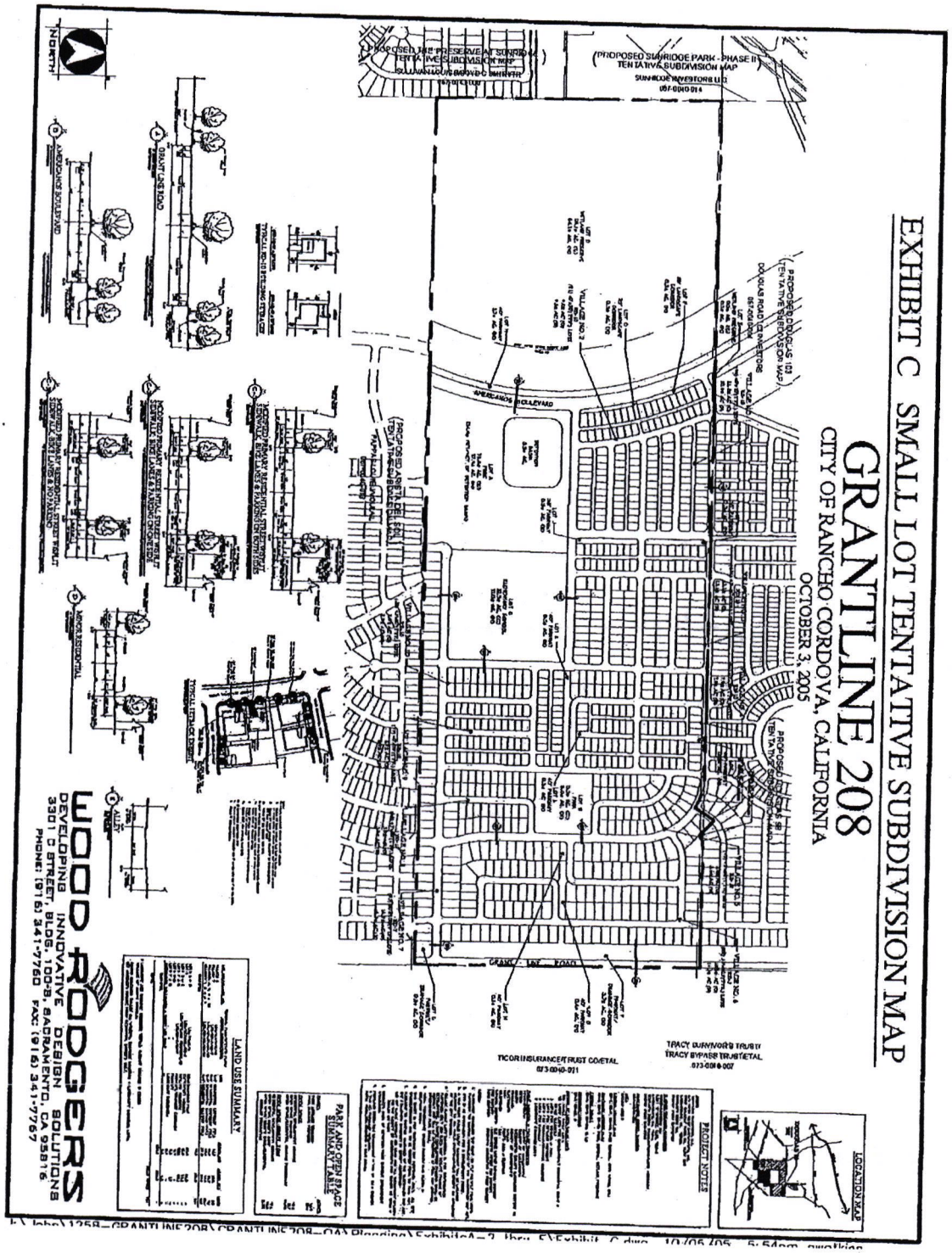
CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767


EXHIBIT B LARGE LOT TENTATIVE SUBDIVISION MAP
GRANTLINE 208
CITY OF RANCHO CORDOVA, CALIFORNIA
OCTOBER 3, 2005
NORTH
AMERICANOS BLVD.
village no. 1
village no. 2
village no. 3
village no. 4
village no. 5
village no. 6
village no. 7
village no. 8
village no. 9
village no. 10
detention basin 3.5± ac.
lot a park 18.5± ac. (g) 17.7± ac. (n)
lot b park 3.5± ac. (g) 3.0± ac. (n)
lot c elementary school 12.3± ac. (g) 11.0± ac. (n)
lot d wetland preserve 68.1± ac. (g) 68.1± ac. (n)
lot e wetland preserve 0.1± ac. (g) 0.1± ac. (n)
lot f 35' parkway 0.2± ac. (n)
lot g parkway/ drainage corridor 1.62± ac. (n)
lot h 40' parkway 1.7± ac. (n)
lot i 35' parkway 0.3± ac. (n)
lot j 40' parkway 0.3± ac. (n)
lot k 40' parkway 0.5± ac. (n)
lot l 40' parkway 0.3± ac. (n)
lot m 40' parkway 0.3± ac. (n)
lot n 40' parkway 0.1± ac. (n)
lot o 40' parkway 0.4± ac. (n)
lot p 25' landscape corridor 0.2± ac. (n)
lot q 25' landscape corridor 0.3± ac. (n)
lot r parkway/ drainage corridor 3.2± ac. (n)
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767


EXHIBIT C SMALL LOT TENTATIVE SUBDIVISION MAP
GRANTLINE 208
CITY OF RANCHO CORDOVA, CALIFORNIA
OCTOBER 3, 2005
NORTH
(PROPOSED SUNRIDGE PARK - PHASE II)
TENTATIVE SUBDIVISION MAP
SUNRIDGE INVESTORS LLC
051-0010-014
(PROPOSED THE PRESERVE AT SUNRIDGE)
TENTATIVE SUBDIVISION MAP
SULLIVAN LOUIS DAVID C TRUSTEE
PROPOSED DOUGLAS 103
(TENTATIVE SUBDIVISION MAP)
DOUGLAS ROAD CONNECTORS
AMERICANOS BOULEVARD
GRANT LINE ROAD
PROPOSED ARISTA DEL REY
(TENTATIVE SUBDIVISION MAP)
PROPOSED ARISTA DEL REY
(TENTATIVE SUBDIVISION MAP)
TICOR INSURANCE/TRUST CO/ETAL
073-0040-011
TRACY SURVIVOR'S TRUST/
TRACY BYPASS TRUST/ETAL
073-0080-007
LAND USE SUMMARY
PARK AND OPEN SPACE SUMMARY TABLE
PROJECT NOTES
LOCATION MAP
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

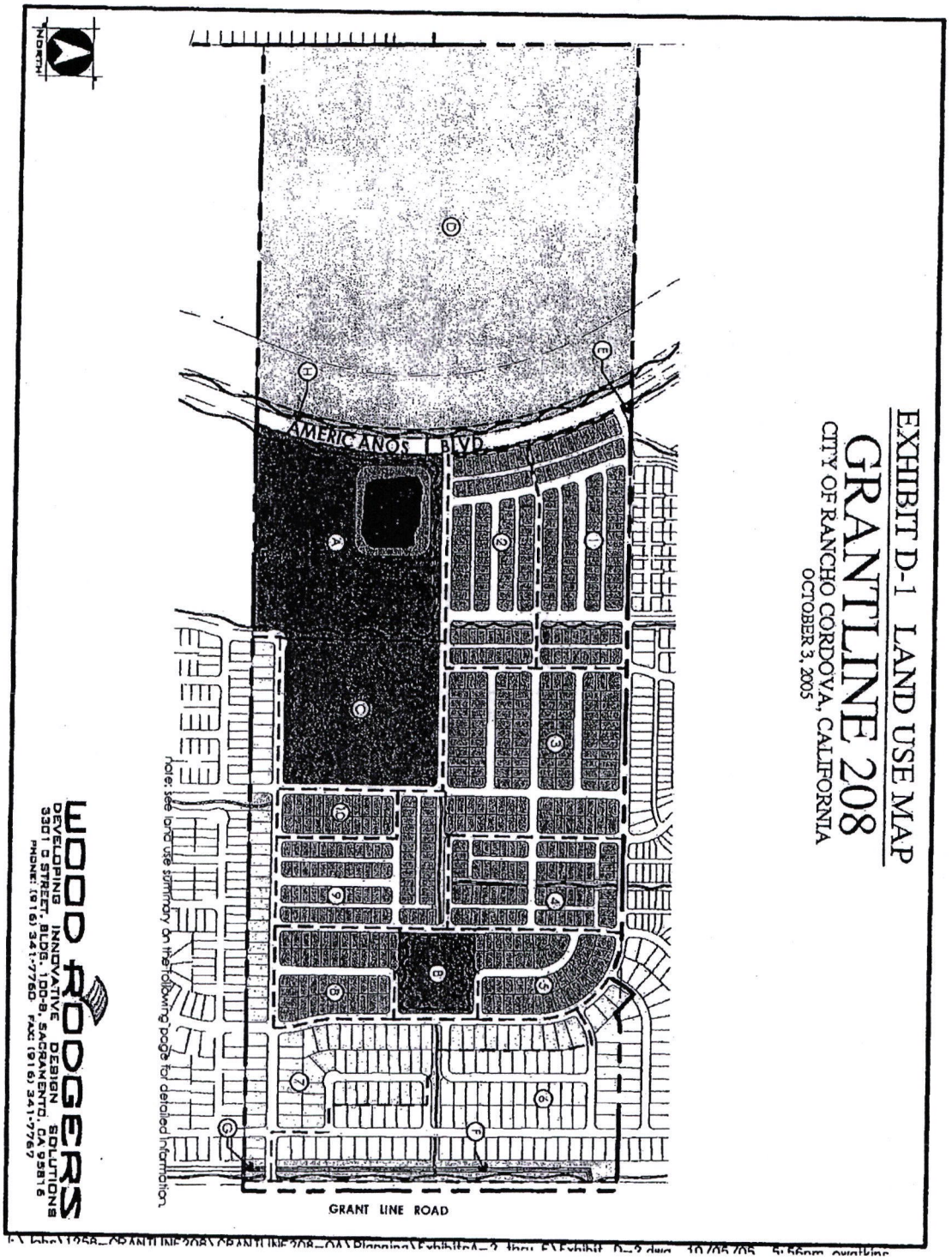

EXHIBIT D-1 LAND USE MAP
GRANTLINE 208
CITY OF RANCHO CORDOVA, CALIFORNIA
OCTOBER 3, 2005
NORTH
AMERICANOS BLVD
GRANT LINE ROAD
Note: See land use summary on the following page for detailed information.
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT D-2 LAND USE TABLE

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 6	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	14.5	18.3	80
VILLAGE 7	LDR/RD-7/RD-7	S-F RESIDENTIAL (50'X100' TYP.)	16.5	16.7	95
VILLAGES 3, 5, 8 & 10	LDR/RD-10/RD-10	S-F RESIDENTIAL (45'X80' TYP.)	29.2	29.2	234
VILLAGES 1, 2, 4 & 9	LDR/RD-10/RD-10	S-F RESIDENTIAL (40'X70' TYP.)	37.0	37.6	315
SUBTOTAL			97.2	101.8	724
LOTS A & B	LDR/PARK/O	NEIGHBORHOOD PARK	20.9	22.0	-
LOT C	LDR/SCHOOL/RD-5	ELEMENTARY SCHOOL	11.0	12.2	-
LOTS D & E	LDR/WETLAND PRESERVE/O	WETLAND PRESERVE	68.1	68.1	-
LOTS F & G	LDR/RD-7/RD-7	PARKWAY/DRAINAGE CORRIDOR	3.9	-	-
LOTS H-O	-	PARKWAY	3.8	1.7	-
LOTS P & Q	-	LANDSCAPE CORRIDOR*	0.5	-	-
AMERICANOS BOULEVARD & GRANT LINE ROAD	-	-	4.8	4.8	-
SUBTOTAL			108.2	108.8	-
TOTAL				210.6 ACRES	724

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR & LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR RESIDENTIAL STREETS ONLY.

note: see land use plan on previous page for detailed information

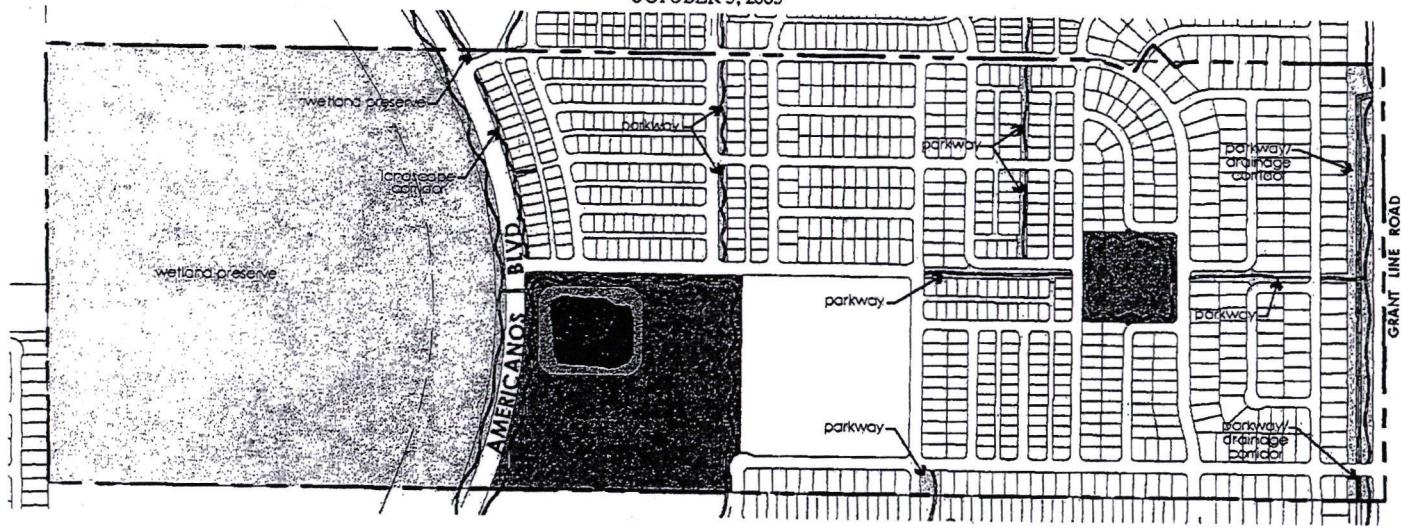
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT E DIAGRAM OF PARKLAND DEDICATION

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 3, 2005



parkland summary table	
lot no.	acres (a)
lot a	13.9
lot b	3.5
total	17.4

*acreage for 'lot a' is total acreage minus the detention basin acreage

NORTH

parkland dedication requirement= 724 sf du x 0.0206 ac/du= 14.9 ac. parkland required
total parkland required = 14.9 ac. total parkland provided = 17.4 ac.

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT F
FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park
Rancho Cordova, CA 95670
Attn: City Clerk

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO GRANTLINE 208

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200_ ____, by and between _____, a _____ _____ (hereinafter "Developer"), and _____, a _____ _____ (hereinafter "Assignee").

RECITALS

1. On _____, 200_, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Rancho Cordova and Relative to the Development known as Grantline 208 (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 200_, as Instrument No. 200_-_____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibits A-1 and A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
Attn: _____

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

DEVELOPER:

GRANTLINE INVESTORS
a California limited liability company

By: _____
Print Name: Brian Vail
Title: Manager

ASSIGNEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

Exhibit D

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park
Rancho Cordova, CA 95670
Attn: City Clerk

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

ARISTA DEL SOL, LP, AS LANDOWNERS

RELATIVE TO ARISTA DEL SOL

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DEVELOPMENT AGREEMENT
RELATIVE TO ARISTA DEL SOL

This Development Agreement is entered into as of this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), ARISTA DEL SOL, LP, a California limited partnership ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project**. Landowner has obtained various approvals from the City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a mixed use project known as Arista Del Sol (the "Project") to be located on the Property.

4. **Public Hearing**. On January 26, 2006, the Planning Commission of the City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. **Environmental Review**. On _____, the City Council certified as adequate and complete, the Subsequent Mitigated Negative Declaration ("SMND") for the Project. Mitigation measures were required in the SMND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

6.1. The Sunridge Specific Plan adopted by County, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the "Specific Plan");

6.2. The SMND. The Subsequent Mitigation Measures in both the Environmental Impact Report ("EIR") and the SMND are incorporated into the Project and into the terms and conditions of this Agreement.

6.3. The Rezoning of the Property, approved by the City on January 20, 2004, by City Ordinance No. 1-2004;

6.4. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit B approved by the City on _____, by City Resolution No. _____;

6.5. This Development Agreement, as adopted on _____, 200_ by City Ordinance No. _____ (the "Adopting Ordinance").

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

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

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

10. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ___-06, the City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan and specific plan consistency.

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term**.

5.1. **Effective Date**. The effective date of this Agreement ("Effective Date") is _____2006, which is the effective date of City Ordinance No._____, adopting this Agreement.

5.2. **Term**. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

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

6. **Use of Property**.

6.1. **Right to Develop**. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. **Permitted Uses**. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation

or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit D-1 and Exhibit D-2.

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

6.4. **Additional Conditions**.

6.4.1. **New Park Development Obligation**. The Project shall be subject to Resolution No. 28-2005, which establishes revised standards for Park and Open Space in the City. The Project shall also be subject to the development impact fees imposed by the City pursuant to Resolution 122-2005, which established the City's intent to modify its park improvement impact fee.

6.4.2. **Timing of Dedications and Improvements of Parks.** Prior to the recordation of any final map or individual residential or non-residential parcel for the Property, Landowner shall: (1) fulfill the obligation described in Section 6.4.1, and (2) enter into a park improvement agreement with the Cordova Recreation and Parks District. Landowner shall pay to the City any in-lieu fees required under Section 6.4.1 prior to the issuance of each building permit for the Property. Prior to the issuance of the final building permit for the Project, Landowner agrees to commence construction of the improvements described in the park improvement agreement to be entered into between Landowner and Cordova Recreation and Parks District. The park improvement agreement shall address, but not be limited to the specific facilities to be constructed by Landowner, fees to be paid by Landowner, credits and reimbursements that shall be issued by the District to the Landowner, and reference to the reqirements in this Section regarding the timing of construction of improvements and the payment of fees. Prior to the issuance of the 400th building permit, Landowner agrees to complete construction of all the improvements described by the park improvement agreement. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirement described in Section 6.4.1 and 6.4.2.

6.4.3. **In-fill Park and Open Space Renovation and Acquisition Fee**. The Landowner agrees that it shall pay the City the total sum of one thousand and five hundred dollars ($1500.00) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area

between April and April of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit E. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the existing park renovation fees required under this Section.

6.4.4. Police Tax. Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The City is in the process of preparing a General Plan Fiscal Analysis which will include a review of the current shortfall of revenue for police services, and a new proposed amount of the special police tax. The special tax shall be in the amount of the lesser of (1) $450 annually, per single-family residential parcel or residential parcel equivalent, and $0.25 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses), or (2) the amount calculated in the General Plan Fiscal Analysis which the City is in the process of preparing. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this Section for the Project.

6.4.5. Road Maintenance Conditions. Landowner shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by Landowner.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's

rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

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

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

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

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

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

8.2. **Development Impact Fees, Exactions and Dedications**. Landowner shall pay all development impact fees, dedications of land, connection or mitigation fees, and exactions required by the City to support in the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except as otherwise provided in this Agreement, Exactions required by City to be paid by the Landowner that do not meet one of the preceding criteria, shall be the Exactions authorized as of the Effective Date. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District (CFD) or other such financing mechanism acceptable to the City, subject to and in accordance with the provisions thereof.

9. **Community Facilities District**.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

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

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

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

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

10. Service District for Maintenance.

10.1. Formation, Consent, Waiver and Special Benefit. Landowner must cooperate in formation or annexation to, one or more financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Services District shall:

i. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures.

ii. Cause to be established appropriate funding mechanisms, to the satisfaction of the Park District, to fund the ongoing maintenance of park facilities and

improvements within the Project, and any other park improvements pursuant to the Project Approvals.

iii. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, in consultation with the Sacramento County Department of Water Resources, to fund the ongoing maintenance of drainage facilities within the Project consistent with the Project Approvals.

iv. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the Sacramento Metropolitan Fire District within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the Fire District.

v. Conduct, manage and finance any environmental mitigation monitoring required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Section 10.1 is not known as of the Effective Date, and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January 1, 2006, based upon the Consumer Price Index, consistent with Sections 6.4.3 and 6.4.4 of this Agreement.

10.2. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City or Park District shall be excluded from any assessment to be imposed by the Services District.

11. Amendment or Cancellation.

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

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

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent

otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

11.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

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

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

13. Annual Review.

13.1. Review Date. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

13.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

13.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

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

13.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate

proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code Section 110-05. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

13.6. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).

14. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 14.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

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

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

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

from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

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

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

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

16. Mortgagee Protection; Certain Rights of Cure.

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

16.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote

the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

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

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

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

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

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

21. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit F and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager

on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

22. **Agreement Runs with the Land**. Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

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

24. **Indemnification**. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

25. **Insurance**.

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

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

25.3. **Evidence of Insurance**. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 25.1 and 25.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

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

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

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

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park
Rancho Cordova, CA 95670

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

ARISTA DEL SOL, LP
Attn: Thad Johnson
2020 L Street, 5th Floor
Sacramento, CA 95814

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

29. **Form of Agreement; Recordation; Exhibits**. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten

(10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 17 pages and 8 Exhibits, which constitute the entire understanding and agreement of the parties.

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

31. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event state or federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on the _____, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

"LANDOWNER"

ARISTA DEL SOL, LP
a California limited partnership

By:

Name: John Pappas

Its: Authorized Agent

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT 'A-1'

DESCRITPION OF PROPERTY
ARISTA DEL SOL DEVELOPMENT AGREEMENT

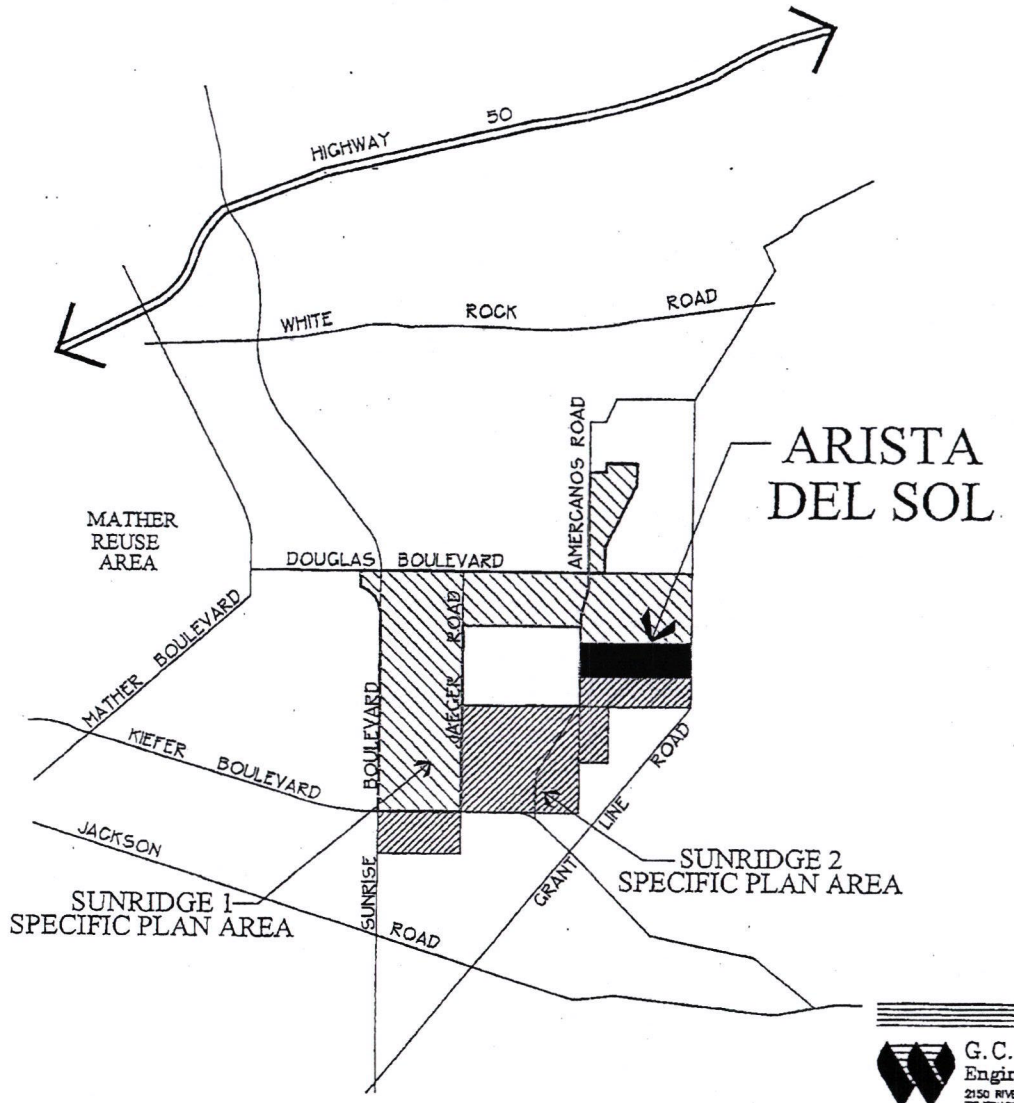
All that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California, and being more particularly described as follows:

The South one-half of the following property: The North on-half of Section 15 and the North 50 rods of the South one-half of the Section 15, Township 8 North, range 7 East M.D.B.&M.

APN: 067-0040-013

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

EXHIBIT A-2
VICINITY MAP
ARISTA DEL SOL
CITY OF RANCHO CORDOVA, CALIFORNIA



G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 286-7600 • FAX: (916) 286-7601

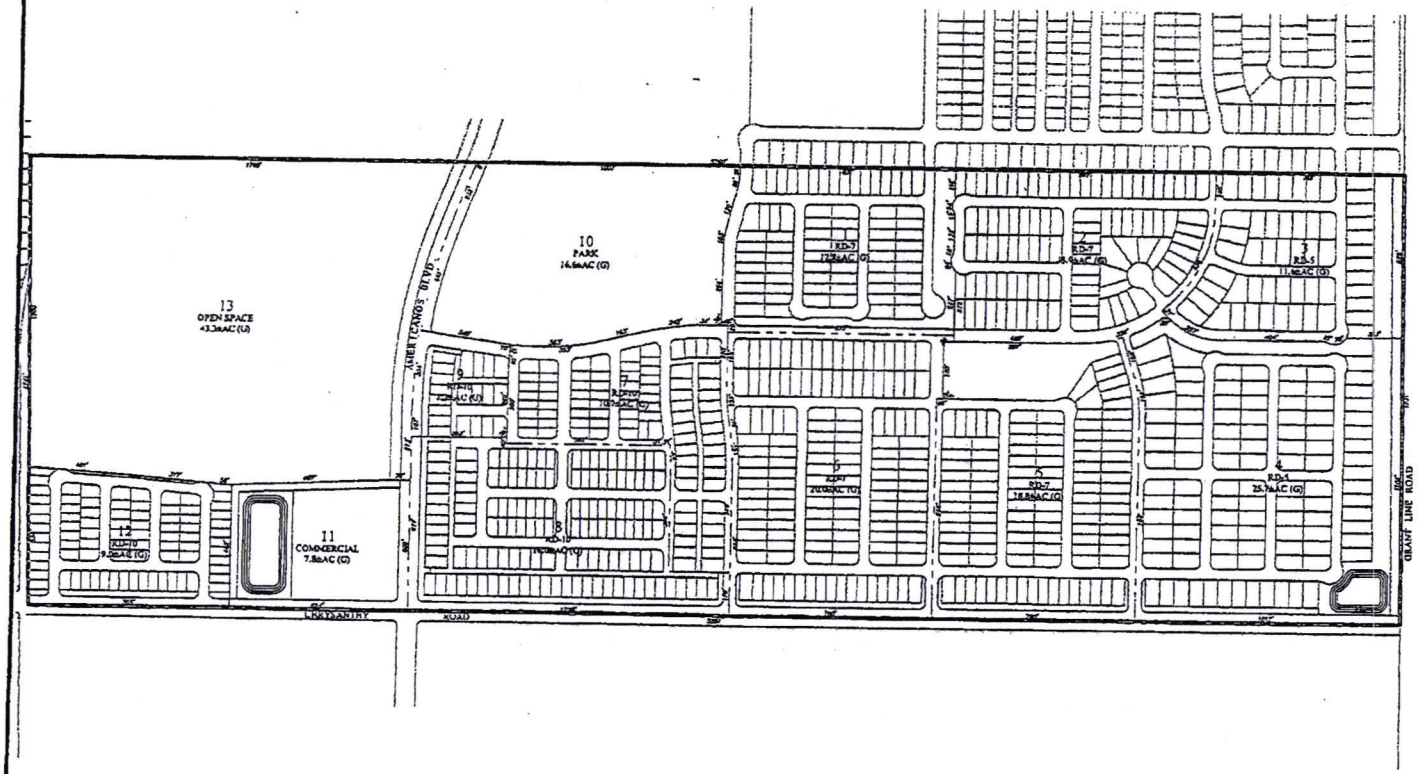
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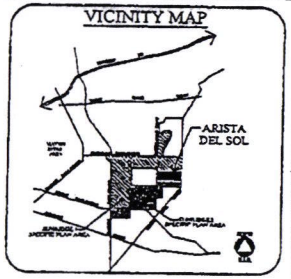
EXHIBIT B

LARGE LOT SUBDIVISION MAP

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA





PROJECT NOTES

OWNER
PERRY INVESTMENTS
1006 L STREET, 4th FLOOR
SACRAMENTO, CA 95814
CONTACT: THADDEUS JOHNSON
PHONE: (916) 448-7138

PLANNER/ENGINEER/SURVEYOR
G. C. WALLACE OF CALIFORNIA, INC.
2150 RIVER PLAZA DR., SUITE 100
SACRAMENTO, CA 95833
CONTACT: ANDREA HARPER
PHONE: (916) 286-7600

ASSESSORS PARCEL NUMBERS
NO PARCELS

AREA
209.4± ACRES

EXISTING/PROPOSED SPECIFIC PLAN
RD5, RD7, RD10, PARK, OPEN SPACE, COMMERCIAL

EXISTING/PROPOSED ZONING
RD5, RD7, RD10, C, OS

PUBLIC SERVICES & FACILITY PROVISION

GOVERNMENT	CITY OF RANCHO CORDOVA
WATER	SACRAMENTO COUNTY WATER AGENCY ZONE 40
SEWER	SACRAMENTO COUNTY SANITATION DISTRICT 1
DRAINAGE	COUNTY OF SACRAMENTO
ELECTRICITY	S.M.U.D.
GAS	PACIFIC GAS & ELECTRIC
TELEPHONE	SBC
SCHOOL DISTRICT	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT	CORDOVA RECREATION & PARK DISTRICT

PARCEL SUMMARY

PARCEL	USE	ACRES
1	RD-7	12.8±AC.
2	RD-7	13.9±AC.
3	RD-5	11.6±AC.
4	RD-5	25.6±AC.
5	RD-7	18.8±AC.
6	RD-7	20.0±AC.
7	RD-10	10.7±AC.
8	RD-10	16.0±AC.
9	RD-10	3.2±AC.
10	PARK	14.6±AC.
11	COMMERCIAL	7.8±AC.
12	RD-10	9.0±AC.
13	OPEN SPACE	43.3±AC.
TOTAL:		209.4± AC.

North

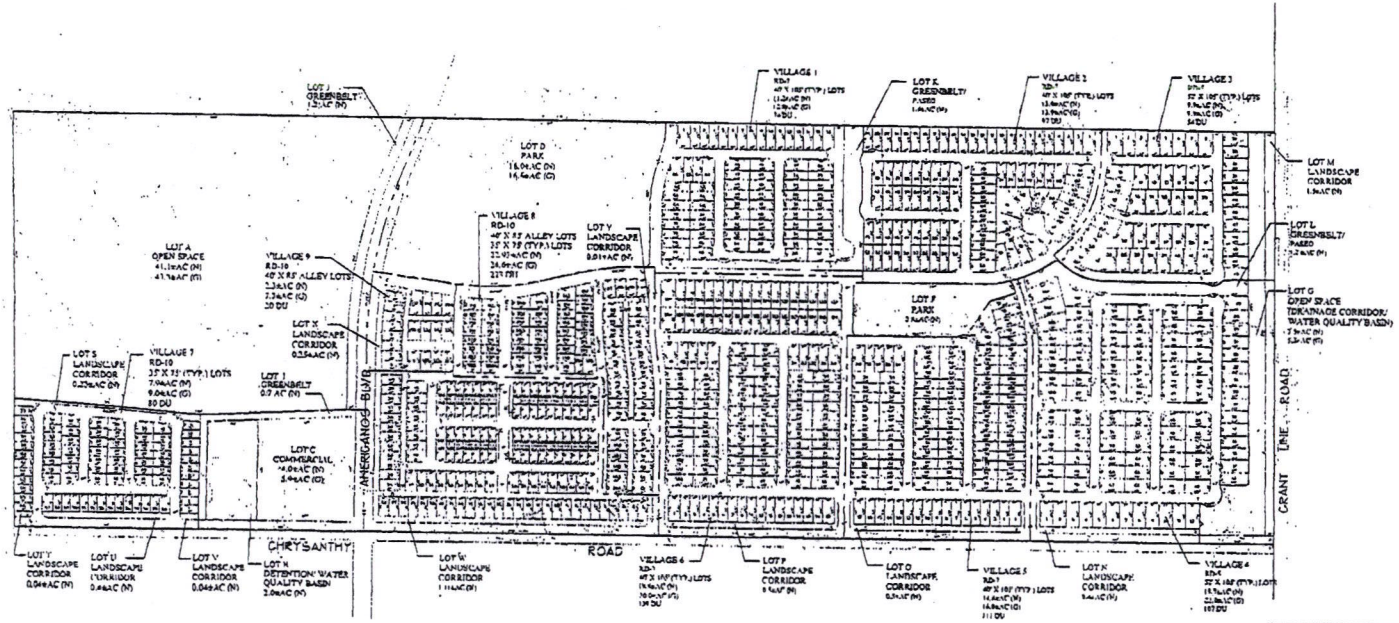
G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 286-7600 • FAX: (916) 286-7601

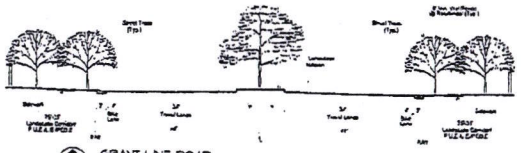
EXHIBIT C

TENTATIVE SUBDIVISION MAP

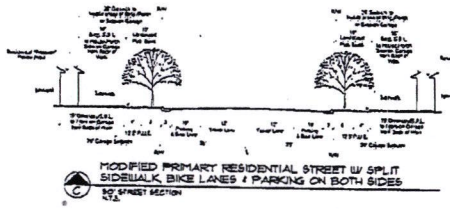
ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA

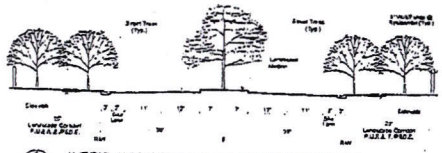




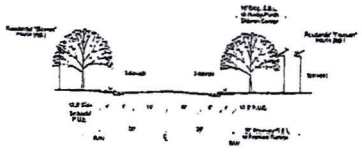
A GRANT LINE ROAD
90' STREET SECTION



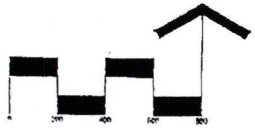
C MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES
90' STREET SECTION



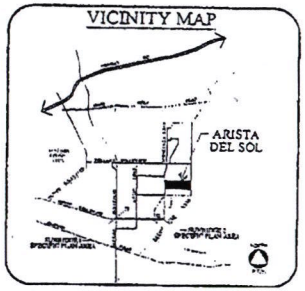
B AMERICANOS BOULEVARD & CHRYSANTHY ROAD
74' STREET SECTION



D MINOR RESIDENTIAL
40' STREET SECTION



VICINITY MAP



PROJECT NOTES

OWNER
RAFFAE INVESTMENTS
2329 L STREET, 3rd FLOOR
SACRAMENTO, CA 95816
CONTACT: THADDEUS JOHNSON
PHONE: (916) 443-7140

PLANNER/ENGINEER/SURVEYOR
G. C. WALLACE OF CALIFORNIA INC
2150 RIVER PLAZA DR., SUITE 100
SACRAMENTO, CA 95833
CONTACT(S): ANDREA HARPER
PHONE: (916) 286-7600

ASSESSORS PARCEL NUMBERS
[illegible]

AREA
[illegible] +/- ACRES

EXISTING/PROPOSED SPECIFIC PLAN
RD-5, RD-7, RD-10, PARK, OPEN SPACE, COMMERCIAL

EXISTING/PROPOSED ZONING
RD-5, RD-7, RD-10, C-2, SC

PROPOSED LOTS/PARCELS
105 SINGLE FAMILY LOTS
1 PARCELS FOR COMMERCIAL
3 PARCELS FOR OPEN SPACE, PARK & DETENTION BASIN
15 LANDSCAPE CORRIDORS & PASEOS

PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS	CITY OF RANCHO CORDOVA
WATER	SACRAMENTO COUNTY WATER AGENCY (SCWA)
SEWER	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE	COUNTY OF SACRAMENTO
ELECTRICITY	S.M.U.D.
GAS	PACIFIC GAS & ELECTRIC
TELEPHONE	SBC
SCHOOL DIST(S)	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT	CORDOVA RECREATION & PARK DISTRICT

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN ZONING DESIGNATIONS	USE	ACRES +/-	ACRES (G)	UNITS
VILLAGES 3, 4	LDR/RD-5/RD-6	S-F RESIDENTIAL	39.6	51.3	141
VILLAGES 1, 2, 5, 6	LDR/RD-7/RD-7	S-F RESIDENTIAL	39.7	62.7	169
VILLAGES 7, 8, 9	LDR/RD-10/RD-10	S-F RESIDENTIAL	50.0	39.8	195
SUBTOTAL			131.40	153.8	505
LOT C	COMM-OFFICE/COMMERCIAL/SC	SHOPPING CENTER	4.6	5.5	
SUBTOTAL			4.6	5.5	
LOT A	NATURAL PRESERVE/OPEN SPACE/SC	OPEN SPACE	4.5	4.5	
LOT J	NATURAL PRESERVE/OPEN SPACE/SC	GREENBELT	4.5	4.5	
LOTS B, F	LDR, PARKS	NEIGHBORHOOD PARK	4.5	16.1	
LOTS I, L	LDR/RD-5/RD-6	GREENBELT/PASEO	1.2		
LOTS K	LDR/RD-7/RD-7	GREENBELT/PASEO	1.2		
LOTS M, N	LDR/RD-5/RD-5	LANDSCAPE CORRIDOR	1.6		
LOTS O, P	LDR/RD-7/RD-7	LANDSCAPE CORRIDOR	1.6		
LOTS S, T, U, V, X, Y	LDR/RD-10/RD-10	LANDSCAPE CORRIDOR	1.6		
LOT H	COMM-OFFICE/COMMERCIAL/SC	DETENTION/WATER QUALITY BASIN	2.5	2.2	
LOT I	COMM-OFFICE/COMMERCIAL/SC	GREENBELT	0.7		
LOT G	LDR/RD-5/RD-5	DRAINAGE CORRIDOR / WATER QUALITY BASIN	3.9	5.4	
SUBTOTAL			74.90	78.3	
PUBLIC STREETS			8.80		
TOTAL				236.4	505 DU

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100, SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 286-7600 • FAX: (916) 286-7601

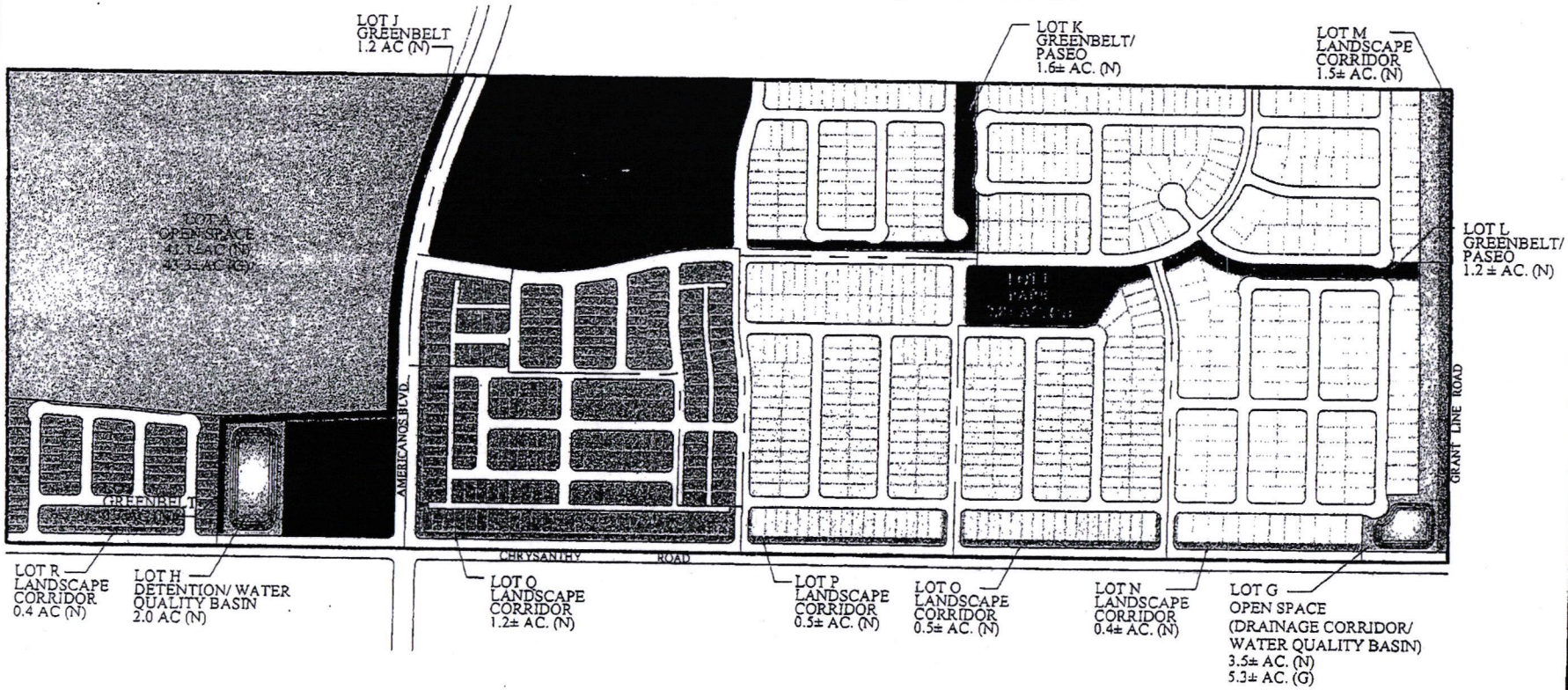
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EXHIBIT D-1

LAND USE PLAN

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA



North

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Engineers/Planners/Surveyors
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EXHIBIT D-2

LAND USE SUMMARY

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGES 3, 4	LDR/RD-5/RD-5	S-F RESIDENTIAL	29.6	31.9	161
VILLAGES 1, 2, 5, 6	LDR/RD-7/RD-7	S-F RESIDENTIAL	58.7	62.7	421
VILLAGES 7, 8, 9	LDR/R-10/R-10	S-F RESIDENTIAL	33.13	38.9	323
SUBTOTAL			121.43	133.5	905
LOT C	COMM-OFFICE/COMMERCIAL/SC	SHOPPING CENTER	4.0	5.6	-
SUBTOTAL			4.0	5.6	-
LOT A	NATURAL PRESERVE/OPEN SPACE/O	OPEN SPACE	41.1	43.3	-
LOT J	NATURAL PRESERVE/OPEN SPACE/O	GREENBELT	1.2	-	-
LOTS D, F	LDR/PARK/O	NEIGHBORHOOD PARK	18.8	19.4	-
LOTS L	LRD/RD-5/RD-5	GREENBELT/PASEO	1.2	-	-
LOTS K	LDR/RD-7/RD-7	GREENBELT/PASEO	1.6	-	-
LOTS M, N	LRD/RD-5/RD-5	LANDSCAPE CORRIDOR	1.9	-	-
LOTS O, P	LDR/RD-7/RD-7	LANDSCAPE CORRIDOR	1.0	-	-
LOTS S, T, U, V, X, Y	LDR/R-10/R-10	LANDSCAPE CORRIDOR	1.98	-	-
LOT H	COMM-OFFICE/COMMERCIAL/SC	DETENTION/WATER QUALITY BASIN	2.0	2.2	-
LOT I	COMM-OFFICE/COMMERCIAL/SC	GREENBELT	0.7	-	-
LOT G	LDR/RD-5/RD-5	DRAINAGE CORRIDOR / WATER QUALITY BASIN	3.5	5.4	-
SUBTOTAL			74.98	70.3	-
PUBLIC STREETS			8.99	-	-
TOTAL				209.4	905 D.U.

North

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 286-7600 - FAX: (916) 286-7601

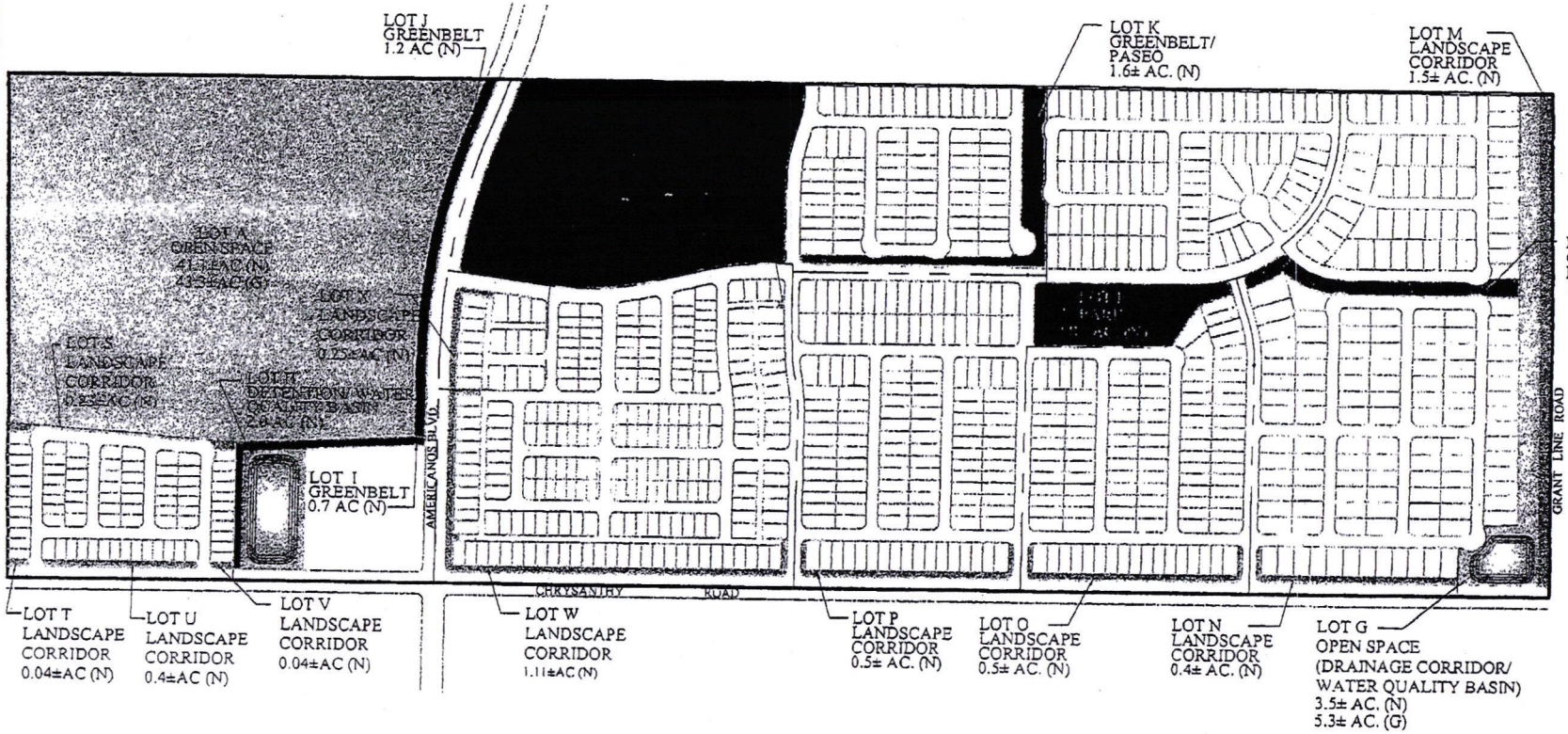
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EXHIBIT E

PARKLAND DEDICATION DIAGRAM

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA



PARKLAND SUMMARY			
LOT	ACRES (N)	LOT	ACRES (N)
A	41.1±	N	0.4±
D	16.0±	O	0.5±
F	2.8±	P	0.5±
G	3.5±	S	0.23±
H	2.0±	T	0.04±
I	0.7±	U	0.4±
J	1.2±	V	0.04±
K	1.6±	W	1.11±
L	1.2±	X	0.25±
M	1.5±	Y	0.01±
TOTAL:			74.98±

North

PARKLAND DEDICATION REQUIREMENT
= 906 SF DU X 0.0147 AC/DU = 13.3 AC.
PARKLAND REQUIRED
TOTAL PARKLAND REQUIRED = 13.3 AC.
TOTAL PARKLAND PROVIDED = 18.9 AC.

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 286-7600 • FAX: (916) 286-7601

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EXHIBIT "F"

Form of Assignment

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Adam U. Lindgren, Assistant City Attorney

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO ARISTA DEL SOL

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

RECITALS

1. On _____, 200_, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Rancho Cordova and Relative to the Development known as Arista Del Sol (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 200_, as Instrument No. 2005-_____.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

_____

_____

_____

Attn: _____

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

DEVELOPER:

ARISTA DEL SOL, LP,
a California limited liability company

_____
By: John Pappas
Its: Authorized Agent

ASSIGNEE:

_____,
a _____

By:

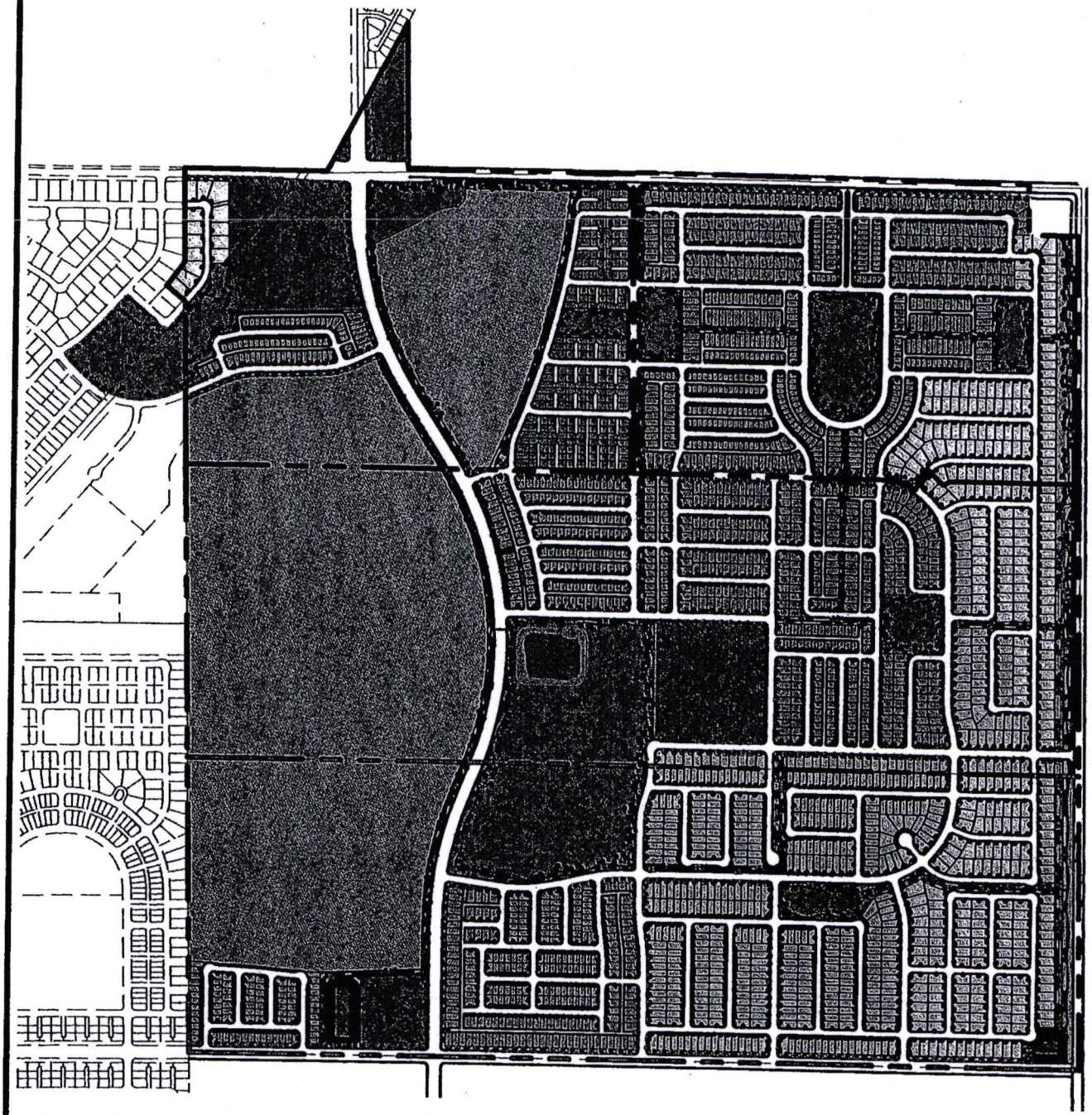
_____
Print Name_____
Title_____

CITY COUNCIL EXHIBIT PACKET

SUNRIDGE EAST

CITY OF RANCHO CORDOVA, CALIFORNIA

FEBRUARY 6, 2006



- DOUGLAS 103 - DOUGLAS GRANTLINE INVESTORS (WOODSIDE HOMES)
- GRANLINE 208 - RIVER WEST INVESTMENTS
- DOUGLAS 98 - WOODSIDE HOMES
- ARISTA DEL SOL - PAPPAS INVESTMENTS

NORTH
N.T.S.

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

Table of Contents

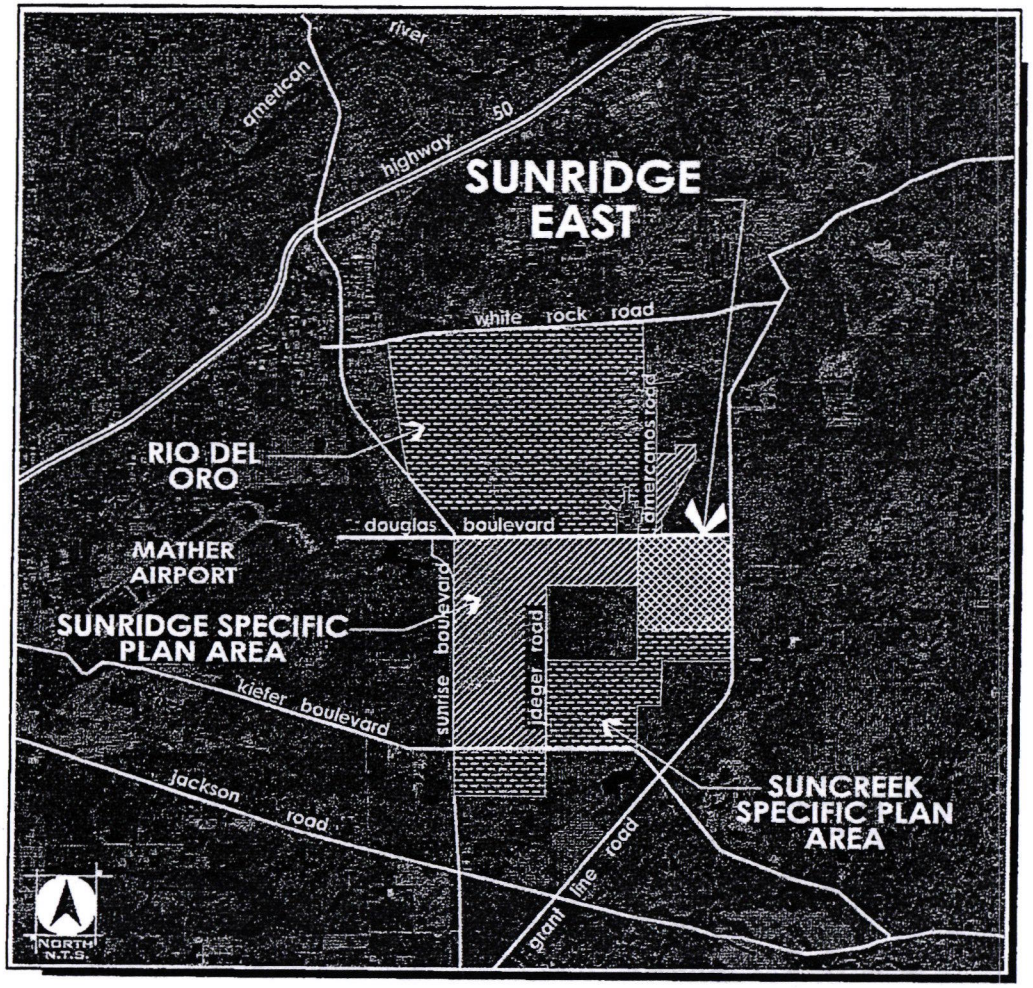
Location Map	Page 3
Context Map	Page 4
Composite Illustrative	Page 5
General Plan Amendment Exhibit	Page 6
Specific Plan Amendment Exhibit	Page 7
Rezone Exhibit	Page 8
Douglas 103 Illustrative	Page 9
Douglas 98 Illustrative	Page 10
Grantline 208 Illustrative	Page 11
Arista del Sol Illustrative	Page 12
880' Walking Map	Page 13
Parks Exhibit	Page 14
Open Space Exhibit	Page 15
Open Space Sections Key Map	Page 16
Open Space Corridor Sections	Page 17-19

LOCATION MAP

SUNRIDGE EAST

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 6, 2005



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

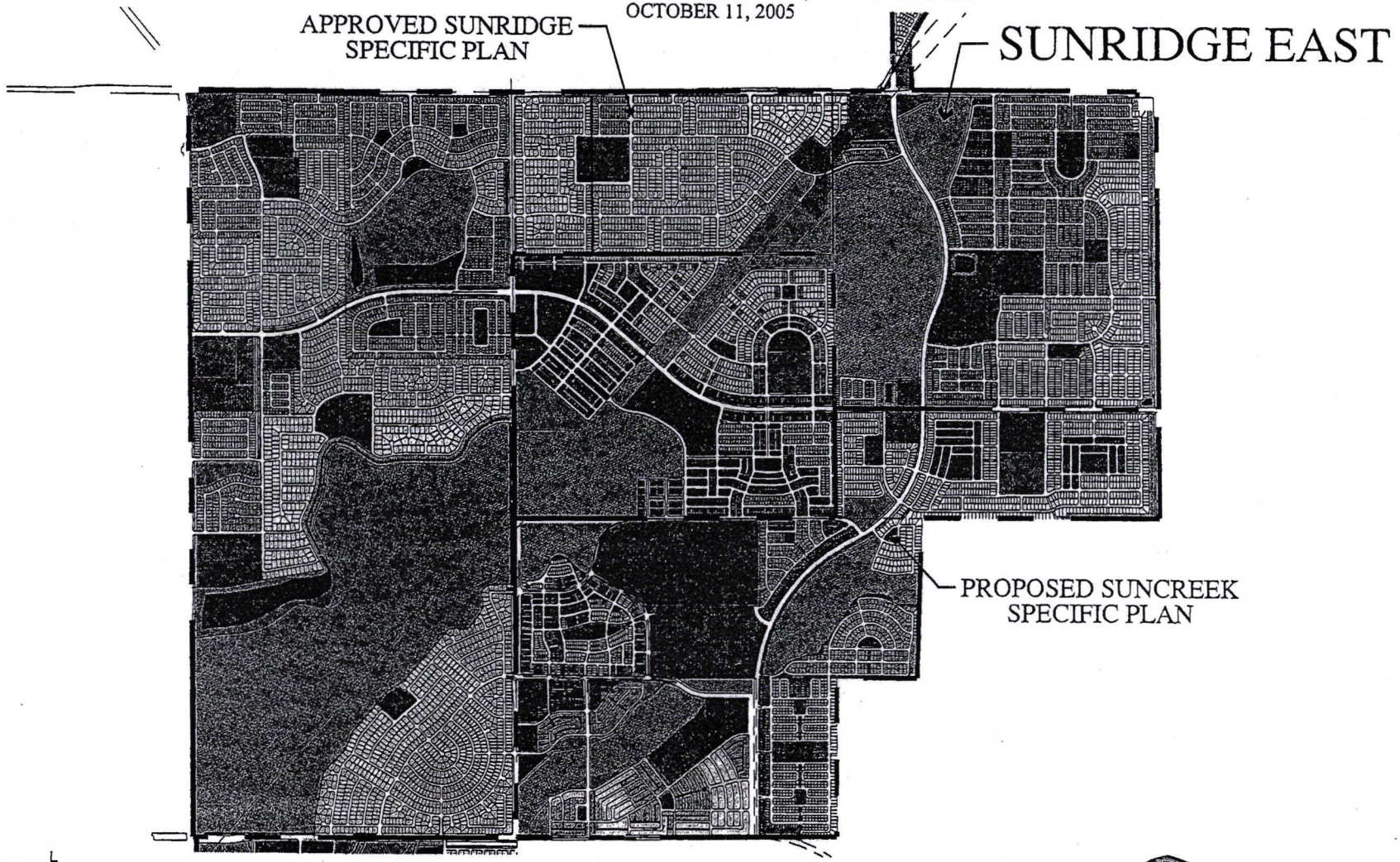
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CONTEXT MAP

SUNRIDGE EAST

CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 11, 2005



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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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ILLUSTRATIVE COMPOSITE EXHIBIT

SUNRIDGE EAST

CITY OF RANCHO CORDOVA, CALIFORNIA

JUNE 9, 2005

(REVISED OCTOBER 6, 2005)

DOUGLAS 103 LAND USE SUMMARY

DOUGLAS 103 PARK AND OPEN SPACE SUMMARY TABLE

GRANTLINE 208 LAND USE SUMMARY

GRANTLINE 208 PARK AND OPEN SPACE SUMMARY TABLE

ARISTA DEL SOL LAND USE SUMMARY

ARISTA DEL SOL PARK AND OPEN SPACE SUMMARY TABLE

DOUGLAS 98 PARK AND OPEN SPACE SUMMARY TABLE

DOUGLAS 98 LAND USE SUMMARY

OVERALL PARK AND OPEN SPACE SUMMARY TABLE

LOCATION MAP

PRIMARY RESIDENTIAL STREET W/ OPEN SPACE LOT

GRANTLINE ROAD W/OPEN SPACE LOT

AMERICANOS BOULEVARD W/ OPEN SPACE LOT

OPEN SPACE PASEO LOT

OPEN SPACE PASEO LOT

OPEN SPACE PASEO LOT

PRIMARY RESIDENTIAL STREET

CHRYSANTHY BOULEVARD

NORTH 0 200 400 800

WOOD RODGERS
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SUNRIDGE EAST - COMPOSITE EXHIBIT

GENERAL PLAN AMENDMENT EXHIBIT

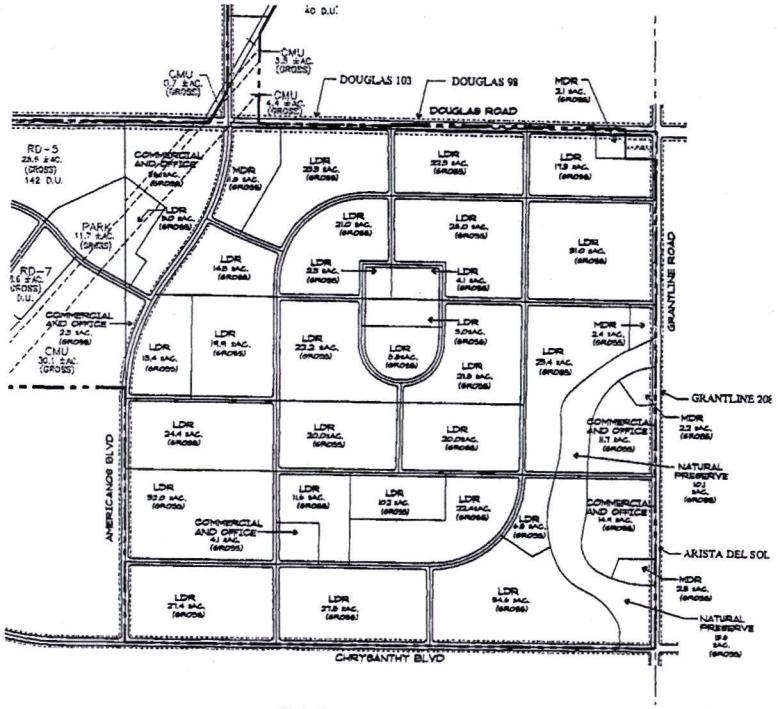
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

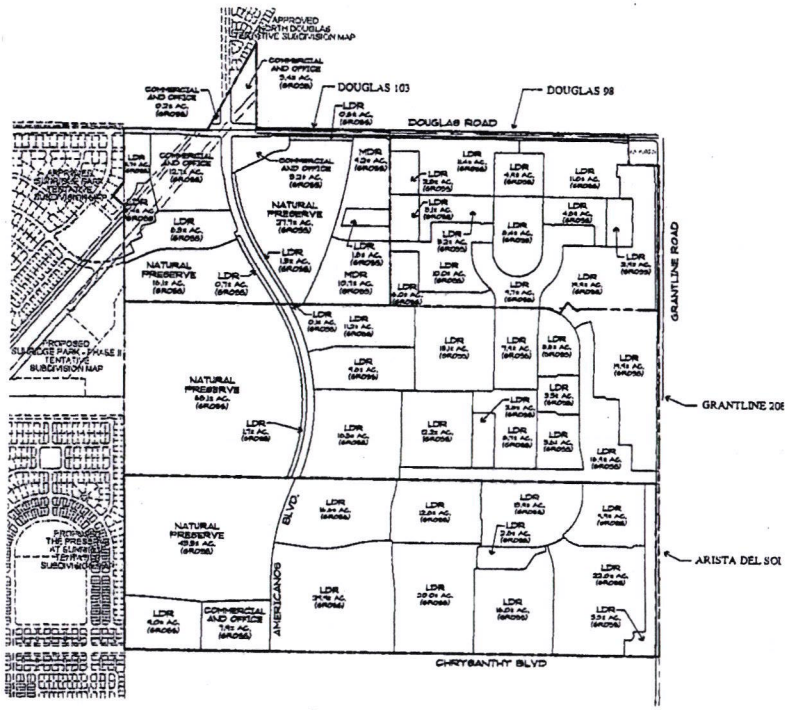
OCTOBER 5, 2004

(REVISED JUNE 3, 2005)

(REVISED FEBRUARY 2, 2006)



Existing General Plan



Proposed General Plan

DOUGLAS 103 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	97.9	LDR	58.8
MDR	11.8	MDR	19.4
COMM AND OFFICE	20.1	COMM AND OFFICE	19.3
NATURAL PRESERVE	-	NATURAL PRESERVE	43.3
TOTAL	109.8		109.8

DOUGLAS 98 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	102.7	LDR	94.9
MDR	4.2	MDR	-
COMM AND OFFICE	-	COMM AND OFFICE	-
NATURAL PRESERVE	-	NATURAL PRESERVE	-
TOTAL	106.9		94.9

GRANTLINE 208 COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	180.9	LDR	134.4
MDR	1.6	MDR	-
COMM AND OFFICE	14.0	COMM AND OFFICE	-
NATURAL PRESERVE	10.1	NATURAL PRESERVE	68.2
TOTAL	204.6		207.6

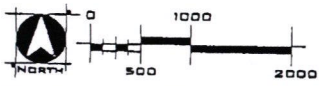
ARISTA DEL SOL COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	172.3	LDR	155.2
MDR	2.3	MDR	-
COMM AND OFFICE	19.0	COMM AND OFFICE	7.9
NATURAL PRESERVE	10.6	NATURAL PRESERVE	43.3
TOTAL	204.3		204.4

NOTE: EXISTING GENERAL PLAN ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

OVERALL SPECIFIC PLAN COMPARISON TABLE

EXISTING SPECIFIC PLAN		PROPOSED SPECIFIC PLAN	
LAND USE	GROSS ACRES	LAND USE	GROSS ACRES
LDR	506.6	LDR	417.3
MDR	20.0	MDR	19.4
COMM AND OFFICE	53.8	COMM AND OFFICE	27.4
NATURAL PRESERVE	25.7	NATURAL PRESERVE	195.3
TOTAL	621.7		659.4



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Sacramento, CA 95816 Fax 916.341.7767

SPECIFIC PLAN AMENDMENT EXHIBIT

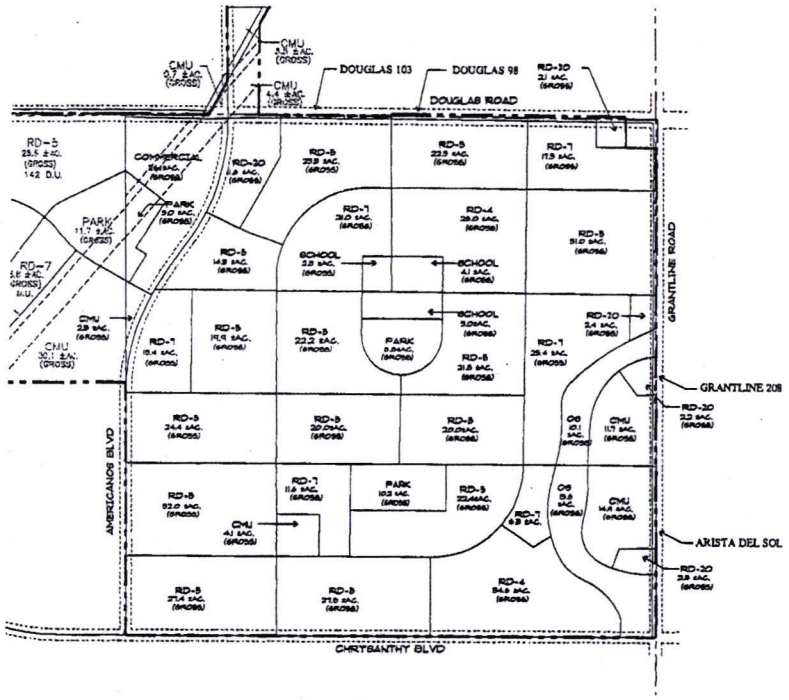
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

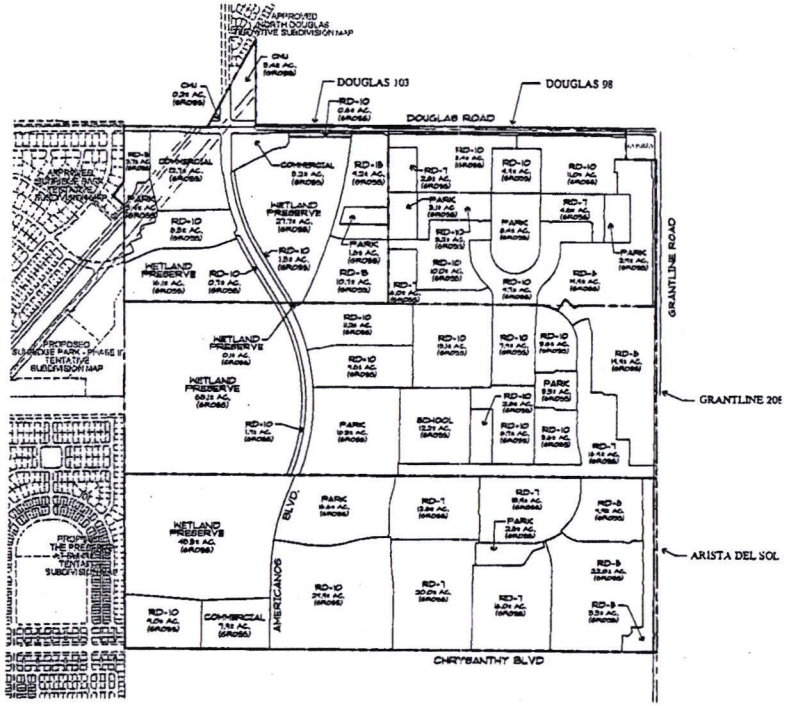
OCTOBER 5, 2004

(REVISED JUNE 3, 2005)

(REVISED FEBRUARY 2, 2006)



Existing Specific Plan



Proposed Specific Plan

DOUGLAS 103 COMPARISON TABLE

EXISTING SPECIFIC PLAN				PROPOSED SPECIFIC PLAN			
LAND USE		GROSS ACRES	UNITS	LAND USE		GROSS ACRES	UNITS
RD-1		-	-	RD-1		-	-
RD-3		24.6	118	RD-3		3.7	14
RD-7		23.0	147	RD-7		-	-
RD-10		-	-	RD-10		30.9	274
RD-15		-	-	RD-15		24.9	223
RD-20		11.9	226	RD-20		-	-
CMU		-	-	CMU		3.6	-
COMMERCIAL		16.1	-	COMMERCIAL		15.9	-
PARK		9.0	-	PARK		9.2	-
SCHOOL		8.9	-	SCHOOL		-	-
OS		-	-	WETLAND PRESERVE		43.8	-
TOTAL		109.8	971			165.0	301

DOUGLAS 98 COMPARISON TABLE

EXISTING SPECIFIC PLAN				PROPOSED SPECIFIC PLAN			
LAND USE		GROSS ACRES	UNITS	LAND USE		GROSS ACRES	UNITS
RD-1		28.0	98	RD-1		-	-
RD-3		33.9	236	RD-3		14.9	68
RD-7		17.5	106	RD-7		18.4	124
RD-10		-	-	RD-10		92.2	471
RD-15		-	-	RD-15		-	-
RD-20		2.1	40	RD-20		-	-
CMU		14.0	70	CMU		-	-
COMMERCIAL		-	-	COMMERCIAL		-	-
PARK		-	-	PARK		14.4	-
SCHOOL		4.1	-	SCHOOL		-	-
OS		-	-	WETLAND PRESERVE		-	-
TOTAL		104.8	483			464	643

GRANTLINE 208 COMPARISON TABLE

EXISTING SPECIFIC PLAN				PROPOSED SPECIFIC PLAN			
LAND USE		GROSS ACRES	UNITS	LAND USE		GROSS ACRES	UNITS
RD-1		-	-	RD-1		-	-
RD-3		138.9	681	RD-3		14.4	80
RD-4		32.0	160	RD-7		10.1	69
RD-10		-	-	RD-10		66.4	548
RD-15		-	-	RD-15		-	-
RD-20		4.6	98	RD-20		-	-
CMU		14.0	70	CMU		-	-
COMMERCIAL		-	-	COMMERCIAL		-	-
PARK		8.8	-	PARK		22.0	-
SCHOOL		5.0	-	SCHOOL		22.1	-
OS		10.1	-	WETLAND PRESERVE		64.2	-
TOTAL		204.6	1,058			207.6	724

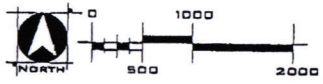
ARISTA DEL SOL COMPARISON TABLE

EXISTING SPECIFIC PLAN				PROPOSED SPECIFIC PLAN			
LAND USE		GROSS ACRES	UNITS	LAND USE		GROSS ACRES	UNITS
RD-1		34.0	238	RD-1		-	-
RD-3		104.6	523	RD-3		37.3	161
RD-7		17.4	122	RD-7		62.7	431
RD-10		-	-	RD-10		38.9	327
RD-15		-	-	RD-15		-	-
RD-20		3.9	78	RD-20		-	-
CMU		14.0	-	CMU		-	-
COMMERCIAL		-	-	COMMERCIAL		7.4	-
PARK		10.2	-	PARK		19.4	-
SCHOOL		-	-	SCHOOL		-	-
OS		15.6	-	OS		43.3	-
TOTAL		204.2	952			204.4	924

NOTE: EXISTING SPECIFIC PLAN ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

OVERALL SPECIFIC PLAN COMPARISON TABLE

EXISTING SPECIFIC PLAN				PROPOSED SPECIFIC PLAN			
LAND USE		GROSS ACRES	UNITS	LAND USE		GROSS ACRES	UNITS
RD-1		62.6	307	RD-1		-	-
RD-3		330.8	1,506	RD-3		80.7	359
RD-7		98.0	640	RD-7		93.0	640
RD-10		-	-	RD-10		370.4	3,421
RD-15		-	-	RD-15		24.9	223
RD-20		20.8	347	RD-20		-	-
CMU		33.0	163	CMU		3.6	-
COMMERCIAL		24.1	-	COMMERCIAL		23.8	-
PARK		34.0	-	PARK		61.0	-
SCHOOL		17.4	-	SCHOOL		22.2	-
OS		15.7	-	WETLAND PRESERVE		188.3	-
TOTAL		634.4	3,043			868.4	2,627



WOOD RODGERS
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REZONE EXHIBIT

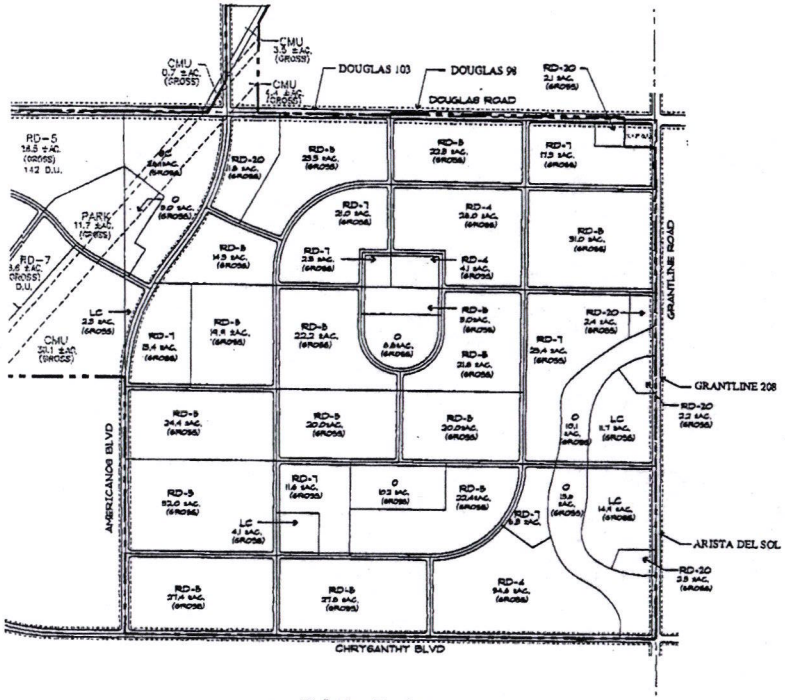
SUNRIDGE SPECIFIC PLAN - EAST AREA

CITY OF RANCHO CORDOVA, CALIFORNIA

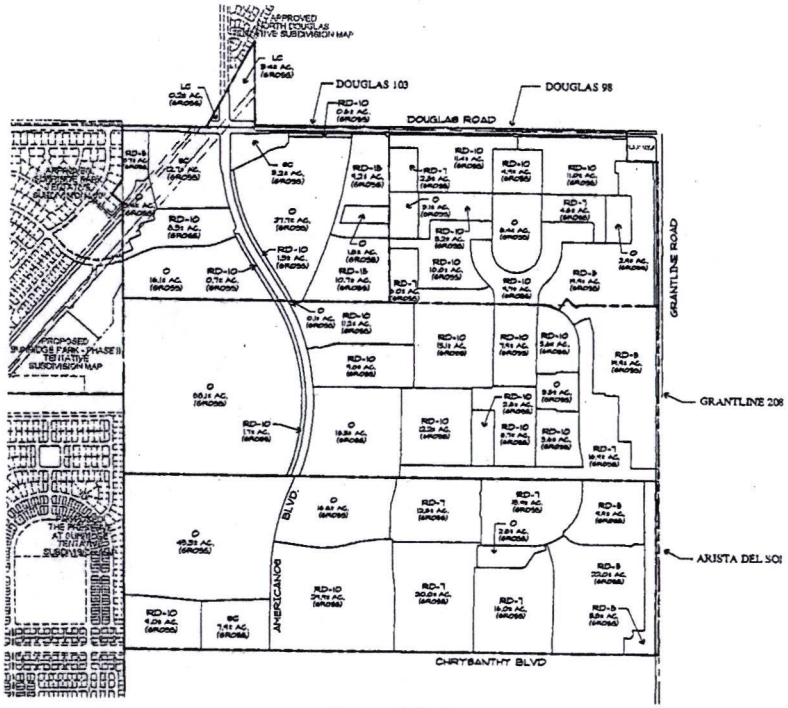
OCTOBER 5, 2004

(REVISED JUNE 3, 2005)

(REVISED FEBRUARY 2, 2006)



Existing Zoning



Proposed Zoning

DOUGLAS 103 COMPARISON TABLE

EXISTING SPECIFIC PLAN ZONING	EXISTING SPECIFIC PLAN GROSS ACRES	PROPOSED SPECIFIC PLAN ZONING	PROPOSED SPECIFIC PLAN GROSS ACRES
RD-4	-	RD-4	-
RD-5	34.6	RD-5	9.7
RD-7	23.5	RD-7	-
RD-10	-	RD-10	10.4
RD-20	11.9	RD-20	14.4
LC	-	LC	-
O	29.1	O	3.6
	9.0		14.4
TOTAL	108.8		103.0

DOUGLAS 98 COMPARISON TABLE

EXISTING SPECIFIC PLAN ZONING	EXISTING SPECIFIC PLAN GROSS ACRES	PROPOSED SPECIFIC PLAN ZONING	PROPOSED SPECIFIC PLAN GROSS ACRES
RD-4	32.1	RD-4	-
RD-5	35.9	RD-5	17.4
RD-7	17.3	RD-7	12.4
RD-10	-	RD-10	23.2
RD-20	11	RD-20	-
LC	-	LC	-
O	7.9	O	14.4
TOTAL	104.8		69.4

GRANTLINE 208 COMPARISON TABLE

EXISTING SPECIFIC PLAN ZONING	EXISTING SPECIFIC PLAN GROSS ACRES	PROPOSED SPECIFIC PLAN ZONING	PROPOSED SPECIFIC PLAN GROSS ACRES
RD-4	133.5	RD-4	-
RD-5	36.8	RD-5	25.1
RD-7	-	RD-7	82.6
RD-10	-	RD-10	-
RD-20	-	RD-20	-
LC	4.6	LC	-
O	14.0	O	-
	18.9		10.1
TOTAL	204.6		207.6

ARISTA DEL SOL COMPARISON TABLE

EXISTING SPECIFIC PLAN LAND USE	EXISTING SPECIFIC PLAN GROSS ACRES	PROPOSED SPECIFIC PLAN LAND USE	PROPOSED SPECIFIC PLAN GROSS ACRES
RD-4	24.6	RD-4	-
RD-5	104.6	RD-5	37.2
RD-7	17.4	RD-7	61.7
RD-10	-	RD-10	98.4
RD-20	-	RD-20	-
LC	-	LC	-
O	7.5	O	-
	14.0		7.9
TOTAL	29.8		69.7
	204.2		204.4

NOTE: EXISTING ZONING ACREAGES ARE AS SHOWN IN THE APPROVED SUNRIDGE SPECIFIC PLAN. PROPOSED ACREAGES ARE BASED ON CURRENT SURVEY DATA.

OVERALL SPECIFIC PLAN COMPARISON TABLE

EXISTING SPECIFIC PLAN ZONING	EXISTING SPECIFIC PLAN GROSS ACRES	PROPOSED SPECIFIC PLAN ZONING	PROPOSED SPECIFIC PLAN GROSS ACRES
RD-4	66.7	RD-4	-
RD-5	328.9	RD-5	80.2
RD-7	97.3	RD-7	93.0
RD-10	-	RD-10	162.6
RD-15	-	RD-15	19.9
RD-20	20.9	RD-20	-
LC	40.9	LC	3.6
O	221	O	23.9
	34.0		29.3
TOTAL	621.7		614.4

NORTH 0 500 1000 2000

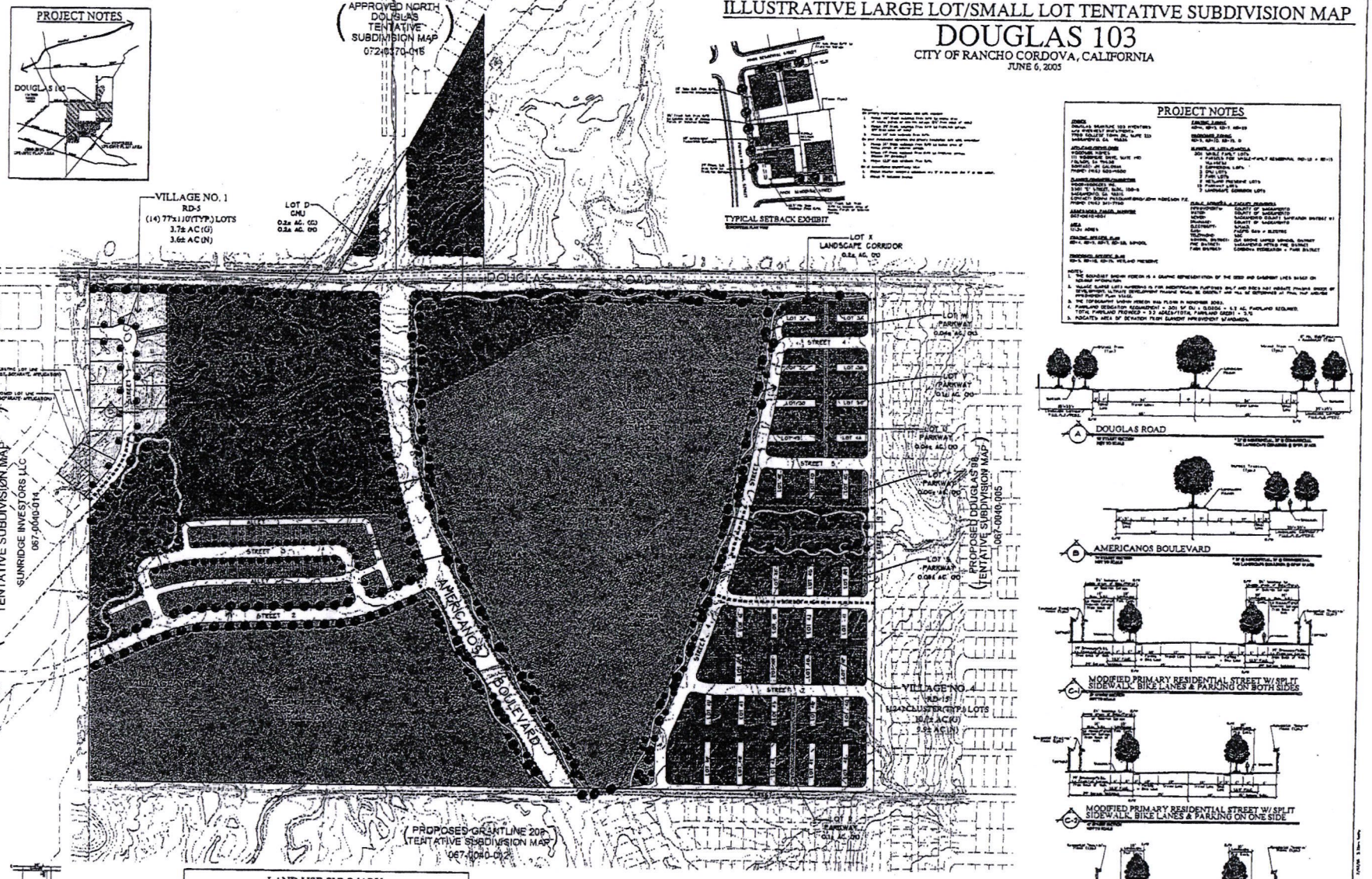
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ILLUSTRATIVE LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

DOUGLAS 103

CITY OF RANCHO CORDOVA, CALIFORNIA

JUNE 6, 2005



LAND USE SUMMARY

GENERAL PLAN/SPECIFIC PLAN LAND DESIGNATION	USE	ACRES (G)	ACRES (N)	UNITS
Village 1	LDR/MDR/HDR/MU	LC RESIDENTIAL (SINGLE FAM.)	7.3±	7.2±	77±
Village 4	LDR/MDR/HDR/MU	LC RESIDENTIAL (SINGLE FAM.)	10.1±	9.9±	110±
SUBTOTAL			17.4±	17.1±	187±
LDR/5.1-7.0		EXISTING	15.5	15.5	
LDR/5.1-7.0		PARK	2.5	2.5	
LDR/5.1-7.0		FUTURE PRIVATE	1.9	1.9	
LDR/5.1-7.0		FUTURE	1.0	1.0	
LDR/5.1-7.0		LANDSCAPE CORRIDOR	0.2	0.2	
LDR/5.1-7.0		PUBLIC STREET	3.3	3.3	
SUBTOTAL			24.4±	24.4±	
TOTAL			41.8±	41.5±	187±

* LANDSCAPE AND DRAINAGE EASEMENT TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.
** ASSUMES 10 UNITS PER ACRE FOR RESIDENTIAL STREETS ONLY.
*** ASSUMES REMAINING 7% RIGHT TO BE PAID BY FUTURE PHASES OF THE SUBDIVISION PER MET.

PARK AND OPEN SPACE SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	7.2±
PARK ACREAGE PROVIDED	
TOTAL CREDITABLE PARK ACREAGE	
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	25.4
OPEN SPACE PROVIDED	2.5±
OPEN SPACE/NON-RESIDENTIAL ACREAGE PERCENTAGE	10.2%
OPEN SPACE SENSITIVE ZONE	
RESIDENTIAL DEVELOPMENT ACREAGE	25.1
OPEN SPACE WITHIN ZONE	2.1±
OPEN SPACE WITHIN ZONE/NON-RESIDENTIAL ACREAGE PERCENTAGE	8.2%

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ILLUSTRATIVE LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

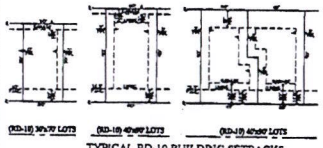
DOUGLAS 98

CITY OF RANCHO CORDOVA, CALIFORNIA

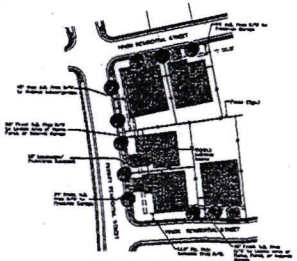
JANUARY 30, 2004

(REVISED APRIL 30, 2004)

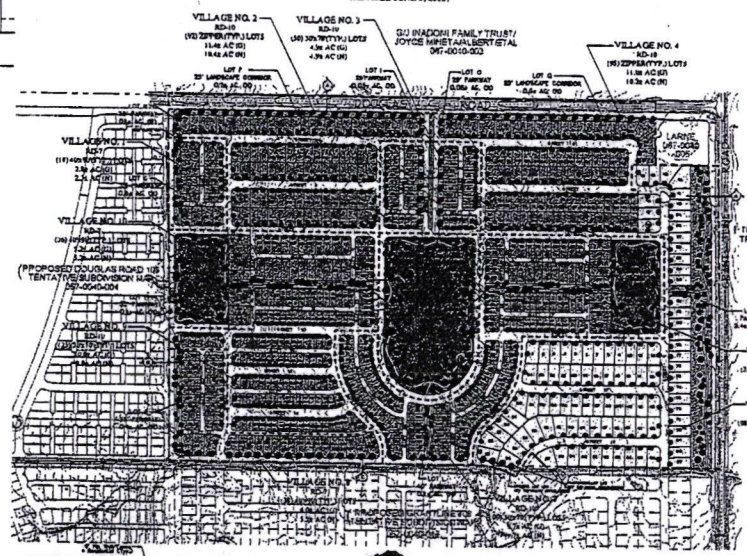
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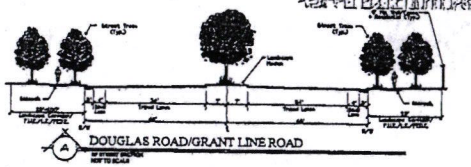


TYPICAL RD-10 BUILDING SETBACKS

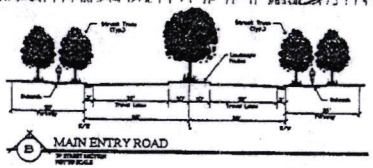


TYPICAL SETBACK EXHIBIT

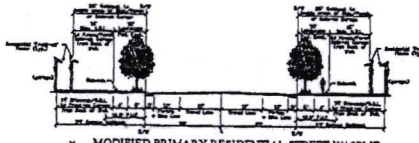




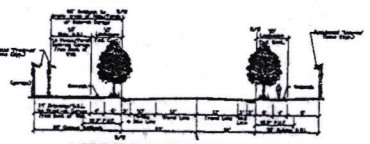
A DOUGLAS ROAD/GRANT LINE ROAD



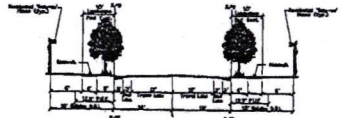
B MAIN ENTRY ROAD



C-1 MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES



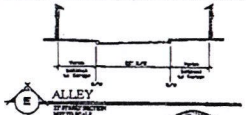
C-2 MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON ONE SIDE



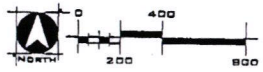
C-3 MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & NO PARKING



D MINOR RESIDENTIAL



E ALLEY



PARK AND OPEN SPACE SUMMARY TABLE

	ACRES
PARKS	
PARK ACREAGE REQUIRED	14.3
PARK ACREAGE PROVIDED	12.1
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	79.0
OPEN SPACE PROVIDED	7.5
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	9.5%

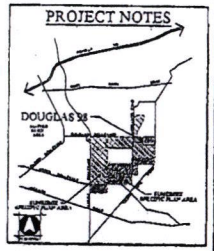
LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ZONING DESIGNATION	USE	ACRES (GS)	ACRES (NS)	UNITS
VILLAGE 3	LDR/RD-10/RD-7	R.S.F. RESIDENTIAL (DEVIOT TYP.)	16.9	14.5	116
VILLAGES 1, 5, 6 + 10	LDR/RD-10/RD-7/RD-10	R.S.F. RESIDENTIAL (DEVIOT TYP.)	17.3	14.8	121
VILLAGES 2, 7 + 9	LDR/RD-10/RD-10	R.S.F. RESIDENTIAL (DEVIOT TYP.)	22.9	19.6	157
VILLAGES 4 + 8	LDR/RD-10/RD-10	R.S.F. RESIDENTIAL (DEVIOT TYP.)	10.1	15.4	124
SUBTOTAL			79.0	68.3	545
LOTS A, B + C	LDR/RD-10/RD-7	NEIGHBORHOOD PARK	12.1	14.4	-
LOTS D-G	-	PARKWAYS	4.3	-	-
LOTS F + G	-	LANDSCAPE CORRIDORS	1.4	-	-
DOUGLAS + GRANT LINE ROADS	-	PUBLIC ROADS	-	3.1	-
SUBTOTAL			7.5	17.5	-
TOTAL				100.3 ACRES	545

* PARKWAY AND LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, PARKWAYS + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE ONLY RESIDENTIAL STREETS ONLY.

PROJECT NOTES



PROJECT NOTES

OWNER
DOUGLAS 98, LLC.
C/O GAIL DOUGLAS
3721 DOUGLAS BLVD. SUITE 200
SACRAMENTO, CA. 95825

ARCHITECT/DEVELOPER
TOWNE HOMES
20 TECHNOLOGY DRIVE, SUITE 170
FOOTHILL CA. 92610
CONTACT: JIM SALMON
PHONE: (714) 600-4600

PLANNER/ENGINEER/SURVEYOR
WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100-B
SACRAMENTO, CA. 95816
CONTACT: DONN FARNSWORTH/JOHN HOSKINS P.E.
PHONE: (916) 341-7760

ASSESSORS PARCEL NUMBERS
067-0010-003

AREA
108± ACRES

EXISTING ZONING PLAN
RD-5, RD-7, RD-10, SCHOOL

PROPOSED ZONING PLAN
RD-7, RD-10, PARK

EXISTING USES
RD-5, RD-7, RD-10, O

PROPOSED USES
RD-7, RD-10, RD-10, O

NUMBER OF LOTS/VILLAGES
570 SINGLE FAMILY LOTS
120 PATIO/ZERO LOT LINE/DUPLEX RESIDENTIAL LOTS @ RD-7
VILLAGES/
2 NEIGHBORHOOD PARK LOTS
10 PARKWAY LOTS
7 LANDSCAPE CORRIDOR LOTS

PUBLIC UTILITIES & PROJECT PROVIDERS

IMPROVEMENTS	COUNTY OF SACRAMENTO
WATER:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	SMUD
GAS:	PACIFIC GAS + ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION + PARK DISTRICT

NOTES:
1. THE SITE PLAN SHOWN HEREON IS A GRAPHIC REPRESENTATION OF THE BOND AND EASEMENT LINES BASED ON RECORD INFORMATION.
2. VILLAGE & LARGE LOT NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE DYNAMIC ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE DICTATED AND MAY BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. THE TOPOGRAPHY SHOWN HEREON FLOWS N
4. REQUESTS AREA OF DEVIATION FROM CURRENT IMPROVEMENT STANDARDS.
5. PARKLAND DEDICATION REQUIREMENT = 4*0 DU x 0.0500 = 14.3 AC. PARKLAND REQUIRED.
TOTAL PARKLAND PROVIDED = 12.1 ACRES.
6. MAINTAINS RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(a) OF THE SUBDIVISION MAP ACT.
7. A 15.0' PUE WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHT OF WAYS EXCEPT THOSE ADJACENT TO ALLEYS AND 40'X70' LOTS WHICH WILL HAVE A 10' PUE.

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ILLUSTRATIVE LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

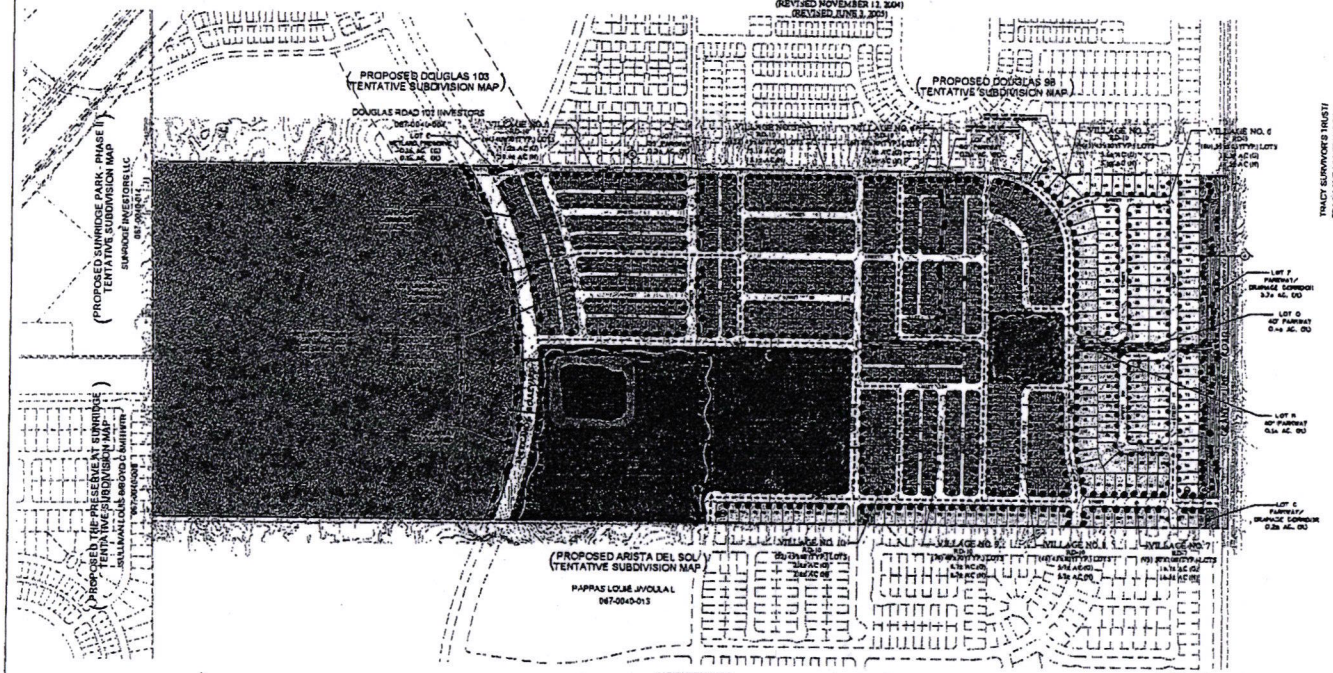
GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA

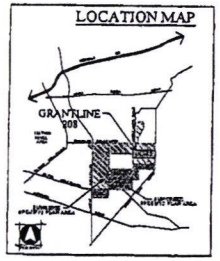
JANUARY 13, 2004

(REVISED NOVEMBER 12, 2004)

(REVISED JUNE 3, 2005)



LOCATION MAP



PROJECT NOTES

OWNER
GRANTLINE INVESTORS, LLC
c/o RAVEN WEST INVESTMENTS, INC.
7700 COLLEGE TOWN DR., SUITE 104
SACRAMENTO, CA. 95826
CONTACT: BRIAN HAL
PHONE: (916) 374-0949

PLANNER/ENGINEER/SURVEYOR
WOOD RODGERS, INC.
3301 C STREET, BLDG. 100-B
SACRAMENTO, CA. 95816
CONTACT: TOM ADAMS/GREG JOHN HODGSON
PHONE: (916) 341-7760

ASSESSORS PARCEL NUMBERS
067-0040-012

AREA
310.64 ACRES

EXISTING GENERAL PLAN
RD-5, RD-7, RD-20, PARK, SCHOOL, OPEN SPACE, SPA

PROPOSED GENERAL PLAN
RD-5, RD-7, RD-10, PARK, SCHOOL, WETLAND PRESERVE

EXISTING ZONING
RD-5, RD-7, RD-20, O, LS

PROPOSED ZONING
RD-7, RD-10, O

NUMBER OF LOTS/LARGE LOTS
724 SINGLE FAMILY LOTS
50 LARGE LOTS FOR
1 LOT(S) FOR SCHOOL
3 LOTS FOR SCHOOL + PARK
2 LOTS FOR WETLAND PRESERVE
1 LOTS FOR PARKWAY/DRAINAGE CORRIDOR
1 LOTS FOR PARKWAY
8 LANDSCAPE CORRIDOR LOTS

PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS:	COUNTY OF SACRAMENTO
WATER:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	S.M.U.D.
GAS:	PACIFIC GAS + ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION + PARK DISTRICT

NOTES:

1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(a) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 10.0 FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHTS-OF-WAY EXCEPT AS APPROVED BY THE CITY ENGINEER.
4. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
5. AERIAL TOPOGRAPHY WHICH HEREON WAS FLOWN IN FEBRUARY 2003.
6. THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL MISCHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
7. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENT IS HEREBY OFFERED:
   (A) FOR PUBLIC INGRESS OR EGRESS AND ALL NECESSARY UTILITIES TO THE COUNTY OF SACRAMENTO FOR PARCEL OR LOTS 1 THROUGH 50.
8. INDICATES AREA OF DEVIATION FROM CURRENT IMPROVEMENT STANDARDS.
9. PARKLAND DEDICATION REQUIREMENT = 724 SF DU x 0.0306 = 14.9 AC. PARKLAND REQUIRED.
   TOTAL PARKLAND PROVIDED = 20.4 ACRES.

PARK AND OPEN SPACE SUMMARY TABLE

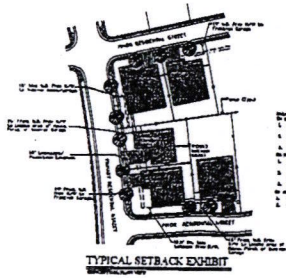
PARKS	ACRES
PARK ACREAGE REQUIRED	14.9
PARK ACREAGE PROVIDED	17.9
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	97.2
OPEN SPACE PROVIDED	15.9
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	16.4%
OPEN SPACE BENEFIT ZONE	
RESIDENTIAL DEVELOPMENT ACREAGE	97.2
OPEN SPACE BENEFIT ZONE	10.5
OPEN SPACE BENEFIT ZONE/RESIDENTIAL ACREAGE PERCENTAGE	10.8%

LAND USE SUMMARY

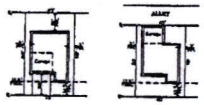
LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN ZONING DESIGNATIONS	USE	ACRES (G)	ACRES (N)	UNITS
VILLAGE 6	LDR/RD-5/RD-7	1-4 RESIDENTIAL (DETACHED TYP.)	24.3	18.3	68
VILLAGE 7	LDR/RD-7/RD-7	1-4 RESIDENTIAL (DETACHED TYP.)	24.8	16.7	93
VILLAGES 8, 9, 8 + 9, 10	LDR/RD-10/RD-10	1-4 RESIDENTIAL (ATTACHED TYP.)	35.6	29.2	234
VILLAGES 11, 12 + 13	LDR/RD-10/RD-10	1-4 RESIDENTIAL (ATTACHED TYP.)	31.0	31.0	345
SUBTOTAL			97.2	108.8	724
LOTS A, B, D	LDR/PARK/O	NEIGHBORHOOD PARK	20.4	22.0	-
LOT C	LDR/SCHOOL/RD-5	ELEMENTARY SCHOOL	11.0	13.1	-
LOTS E + I	LDR/WETLAND PRESERVE/O	WETLAND PRESERVE	68.1	68.1	-
LOTS F + G	LDR/RD-7/RD-7	PARKWAY/DRAINAGE CORRIDOR	3.3	3.3	-
LOTS H + O	-	PARKWAY	2.0	1.7	-
LOTS J + N	-	LANDSCAPE CORRIDOR*	0.3	-	-
AMERICANOS BOULEVARD + GRANT LINE ROAD	-		4.6	4.6	-
SUBTOTAL			108.8	108.8	-
TOTAL				310.6 GROSS	724

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ADJOINT PARCELS.

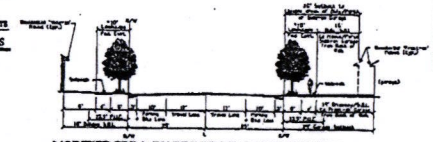
GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE WHOLE RESIDENTIAL STREETS ONLY.



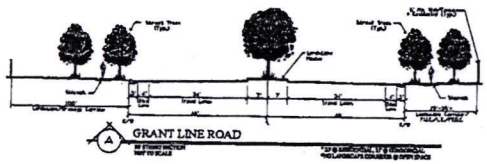
TYPICAL SETBACK EXHIBIT



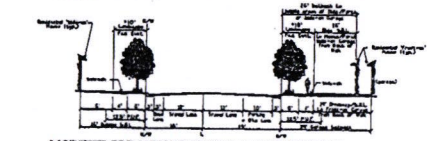
TYPICAL RD-10 BUILDING SETBACKS



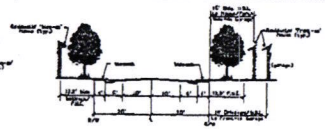
C-1 MODIFIED PRIMARY RESIDENTIAL STREET W/SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES



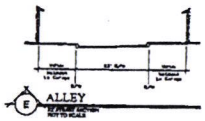
A GRANT LINE ROAD



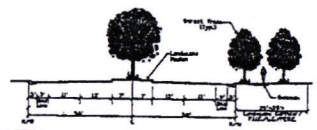
C-2 MODIFIED PRIMARY RESIDENTIAL STREET W/SPLIT SIDEWALK, BIKE LANES & PARKING ON ONE SIDE



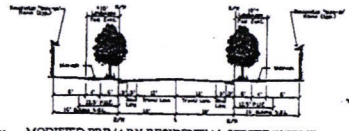
D MINOR RESIDENTIAL



E ALLEY



B AMERICANOS BOULEVARD



C-3 MODIFIED PRIMARY RESIDENTIAL STREET W/SPLIT SIDEWALK, BIKE LANES & NO PARKING

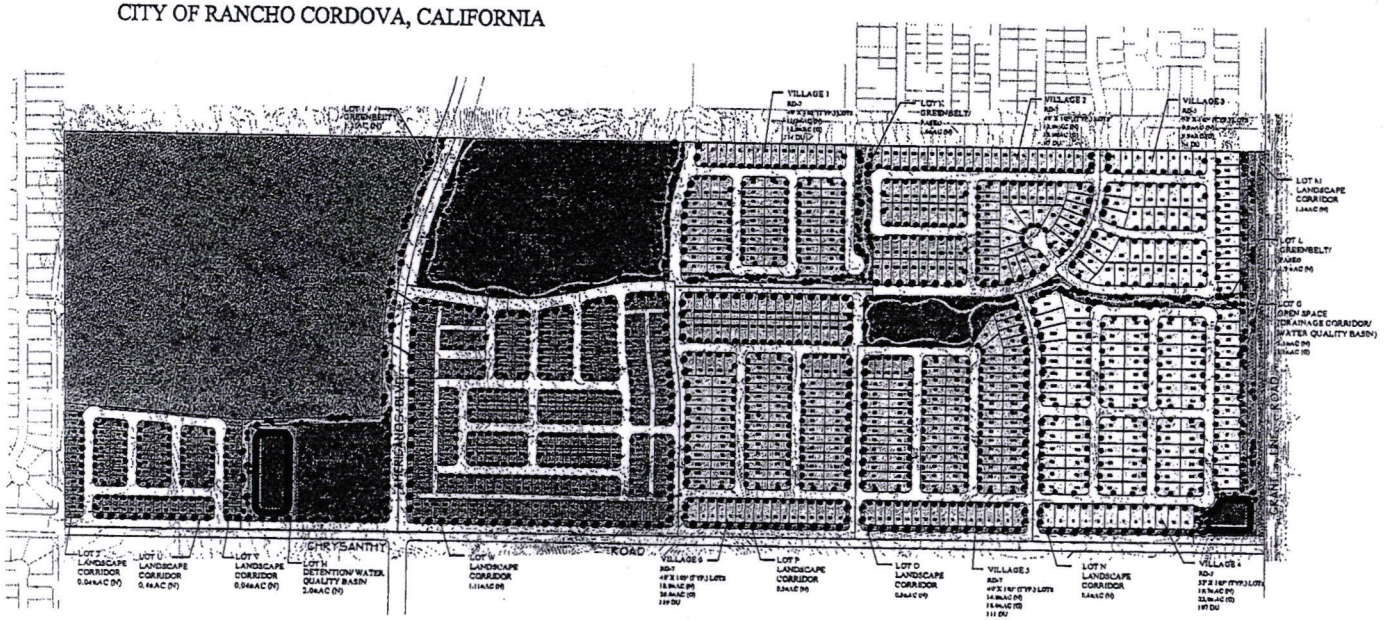


WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

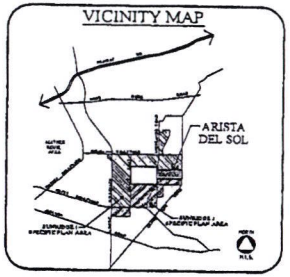
ILLUSTRATIVE TENTATIVE MAP

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA



VICINITY MAP



PROJECT NOTES

OWNER
RAMPAR INVESTMENTS
2026 L STREET, 5th FLOOR
SACRAMENTO, CA. 95811
CONTACT: THADDEUS JOHNSON
PHONE: (916) 447-7100

PLANNER/ENGINEER/SURVEYOR
G. C. WALLACE OF CALIFORNIA INC.
2150 RIVER PLAZA DR. SUITE 100
SACRAMENTO, CA. 95833
CONTACT: ANDREA MAYOR
PHONE: (916) 286-7600

ASSESSORS PARCEL NUMBERS
067-0040-013

AREA
209.44 ACRES

EXISTING/PROPOSED SPECIFIC PLAN
RD-5, RD-7, RD-10, PARK, OPEN SPACE, COMMERCIAL

EXISTING/PROPOSED ZONING
RD-5, RD-7, RD-10, O, SC

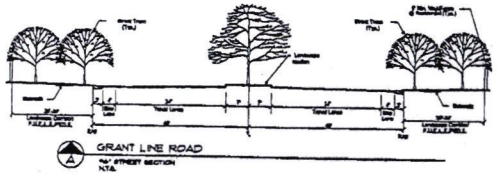
PROPOSED LOTS/PARCELS
908 SINGLE FAMILY LOTS
1 PARCELS FOR COMMERCIAL
3 PARCELS FOR OPEN SPACE, PARK & DETENTION BASIN
15 LANDSCAPE CORRIDORS & PASEOS

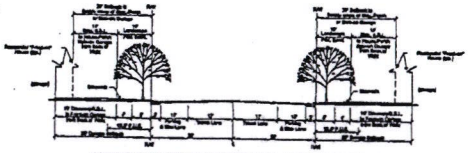
PUBLIC SERVICES & FACILITY PROVIDERS

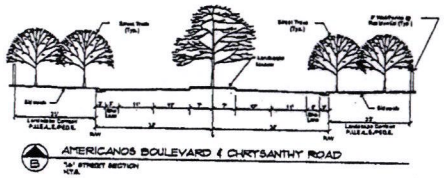
IMPROVEMENTS:	CITY OF RANCHO CORDOVA
WATER:	SACRAMENTO COUNTY WATER AGENCY (ZONE 40)
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	S.M.U.D.
GAS:	PACIFIC GAS & ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION & PARK DISTRICT

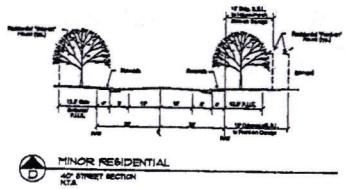
LAND USE SUMMARY

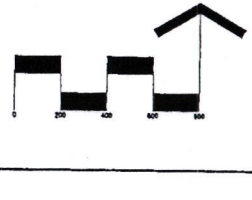
LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGES 3, 4	LDR/RD-5/RD-5	S-F RESIDENTIAL	29.5	31.9	161
VILLAGES 1, 2, 5, 6	LDR/RD-7/RD-7	S-F RESIDENTIAL	38.7	42.7	421
VILLAGES 7, 8, 9	LDR/R-10/R-10	S-F RESIDENTIAL	33.13	36.8	324
SUBTOTAL			121.43	133.5	906
LOT C	COMM-OFFICE/COMMERCIAL/SC	SHOPPING CENTER	4.0	5.6	–
SUBTOTAL			4.0	5.6	–
LOT A	NATURAL PRESERVE/OPEN SPACE/OPEN SPACE		41.1	43.3	–
LOT J	NATURAL PRESERVE/OPEN SPACE/GREENBELT		1.2	–	–
LOTS D, F	LDR/R-MED/O	NEIGHBORHOOD PARK	10.2	10.7	–
LOTS L	LRD/RD-5/RD-5	GREENBELT/PASEO	1.2	–	–
LOTS K	LDR/RD-7/RD-7	GREENBELT/PASEO	1.6	–	–
LOTS M, N	LRD/RD-5/RD-5	LANDSCAPE CORRIDOR	1.8	–	–
LOTS O, P	LDR/RD-7/RD-7	LANDSCAPE CORRIDOR	1.8	–	–
LOTS S, T, U, V, X, Y	LDR/R-10/R-10	LANDSCAPE CORRIDOR	1.98	–	–
LOT H	COMM-OFFICE/COMMERCIAL/SC	DETENTION/WATER QUALITY BASIN	2.0	2.7	–
LOT I	COMM-OFFICE/COMMERCIAL/SC	GREENBELT	0.7	–	–
LOT G	LDR/RD-5/RD-5	DRAINAGE CORRIDOR / WATER QUALITY BASIN	3.5	5.4	–
SUBTOTAL			74.98	70.3	–
PUBLIC STREETS	–	–	8.98	–	–
TOTAL				209.4	906 D.U.











REVISED: OCTOBER 6, 2005
JULY 5, 2005
JUNE 8, 2005
OCTOBER 27, 2004
MARCH 17, 2004

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE (916) 286-7600/FAX (916) 286-7680

PROJECT #: RC-04-077

880' WALKING MAP
SUNRIDGE EAST
JULY 19, 2005

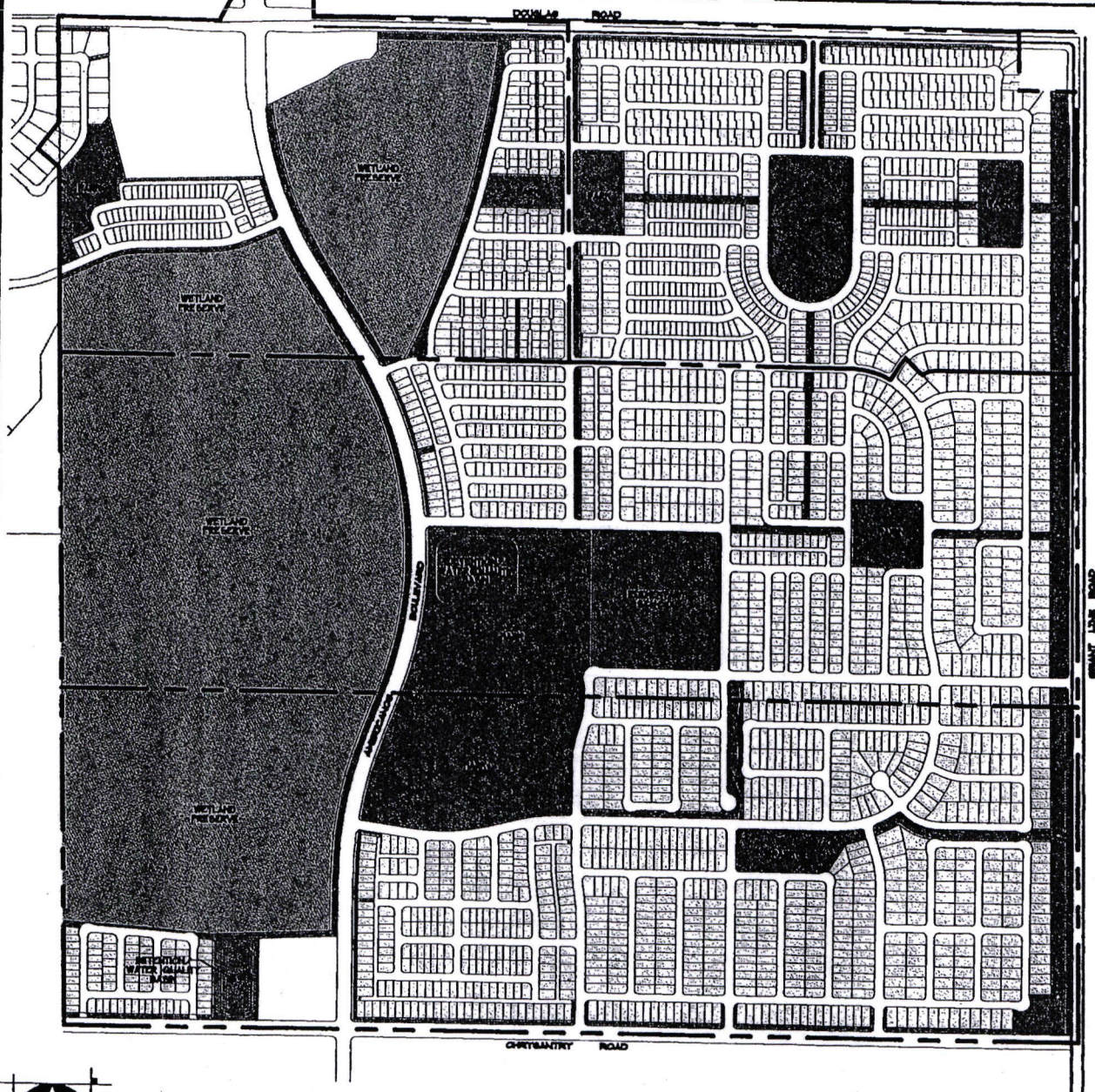
PROJECT ANALYSIS

TOTAL RESIDENTIAL LOTS	2,627
TOTAL LOTS WITHIN 880' WALKING DISTANCE	2,627
PERCENTAGE OF LOTS WITHIN 880' WALKING DISTANCE TO PARKLAND/OPEN SPACE	100%

LEGEND

PARK/OPEN SPACE AREAS

LOTS + RESIDENTIAL AREAS WITHIN 880' WALKING DISTANCE OF PARK/OPEN SPACE AREA



NORTH
N.T.S.

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

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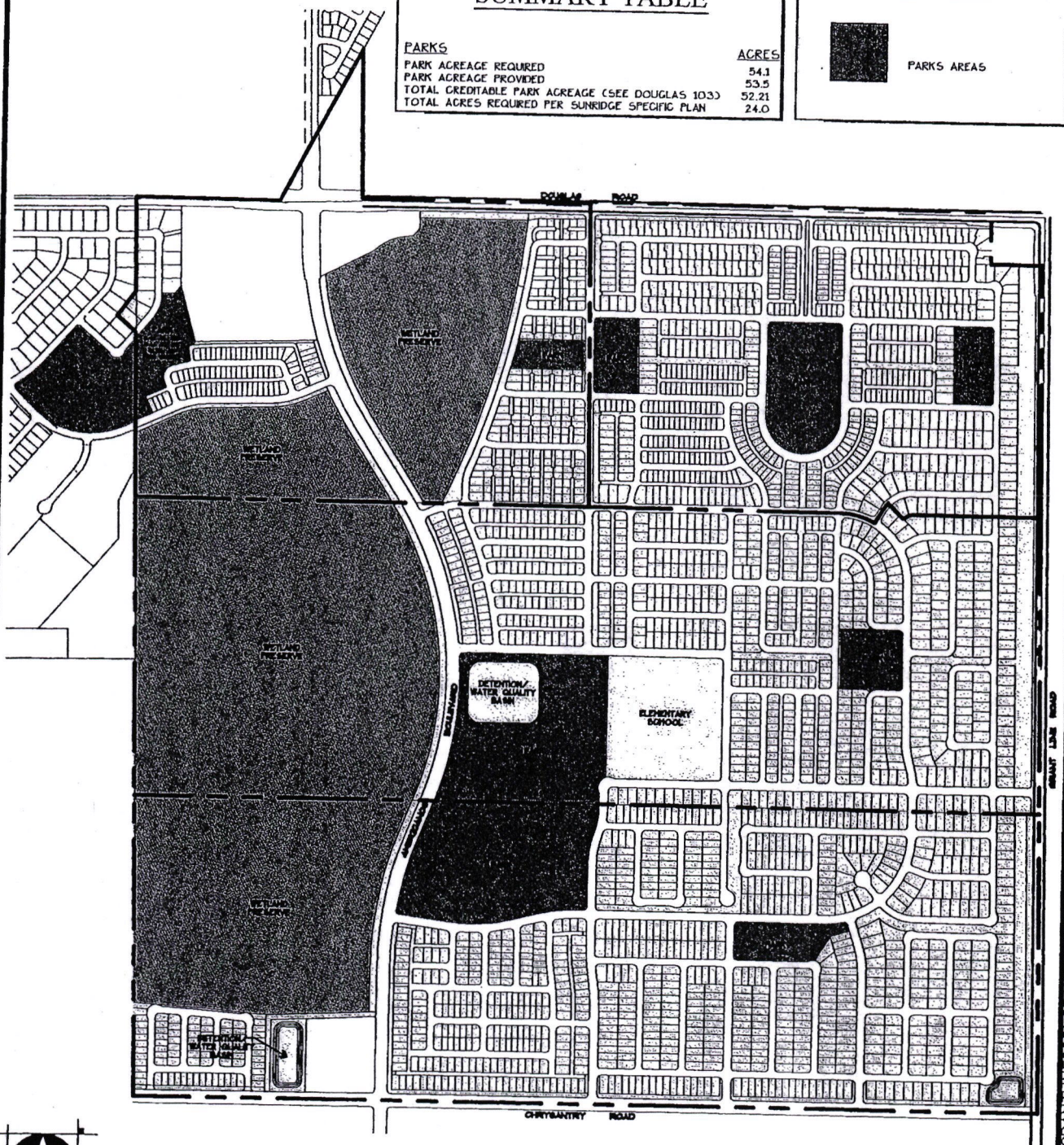
PARKS EXHIBIT
SUNRIDGE EAST
OCTOBER 11, 2005

OVERALL PARK SUMMARY TABLE

PARKS	ACRES
PARK ACREAGE REQUIRED	54.1
PARK ACREAGE PROVIDED	53.5
TOTAL CREDITABLE PARK ACREAGE (SEE DOUGLAS 103)	52.21
TOTAL ACRES REQUIRED PER SUNRIDGE SPECIFIC PLAN	24.0

LEGEND

PARKS AREAS



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OPEN SPACE EXHIBIT

SUNRIDGE EAST

OCTOBER 6, 2005

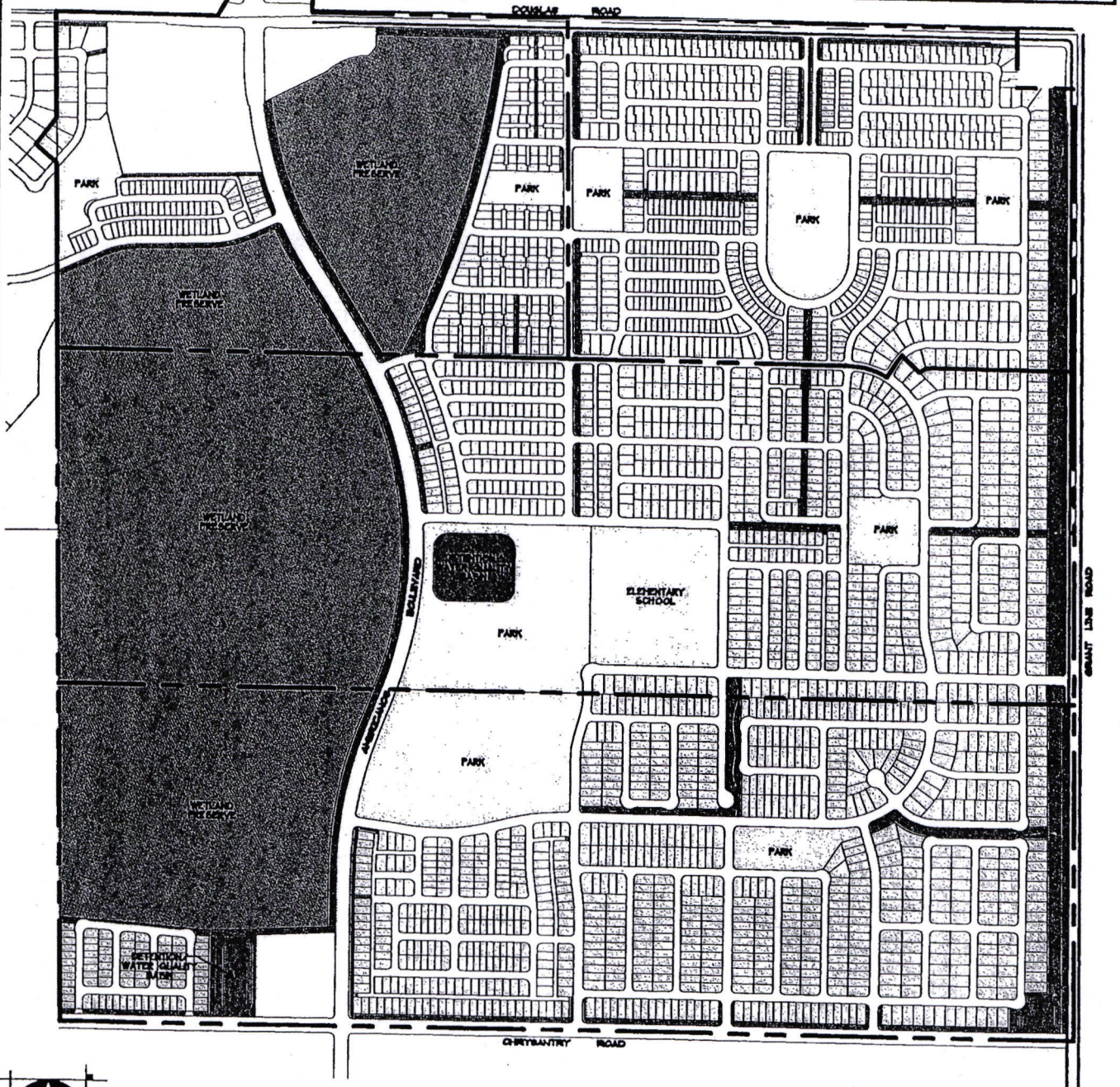
OVERALL OPEN SPACE SUMMARY TABLE

OPEN SPACE	ACRES
RESIDENTIAL DEVELOPMENT ACREAGE	326.1
OPEN SPACE PROVIDED	30.94
OPEN SPACE AS A PERCENTAGE OF RESIDENTIAL ACREAGE	9.5%

OPEN SPACE ACREAGE INCLUDES ALL PARKWAYS, PEDESTRIAN PASEOS, TRAILS, DETENTION BASINS AND LANDSCAPE CORRIDORS.

LEGEND

OPEN SPACE AREAS



NORTH
N.T.S.

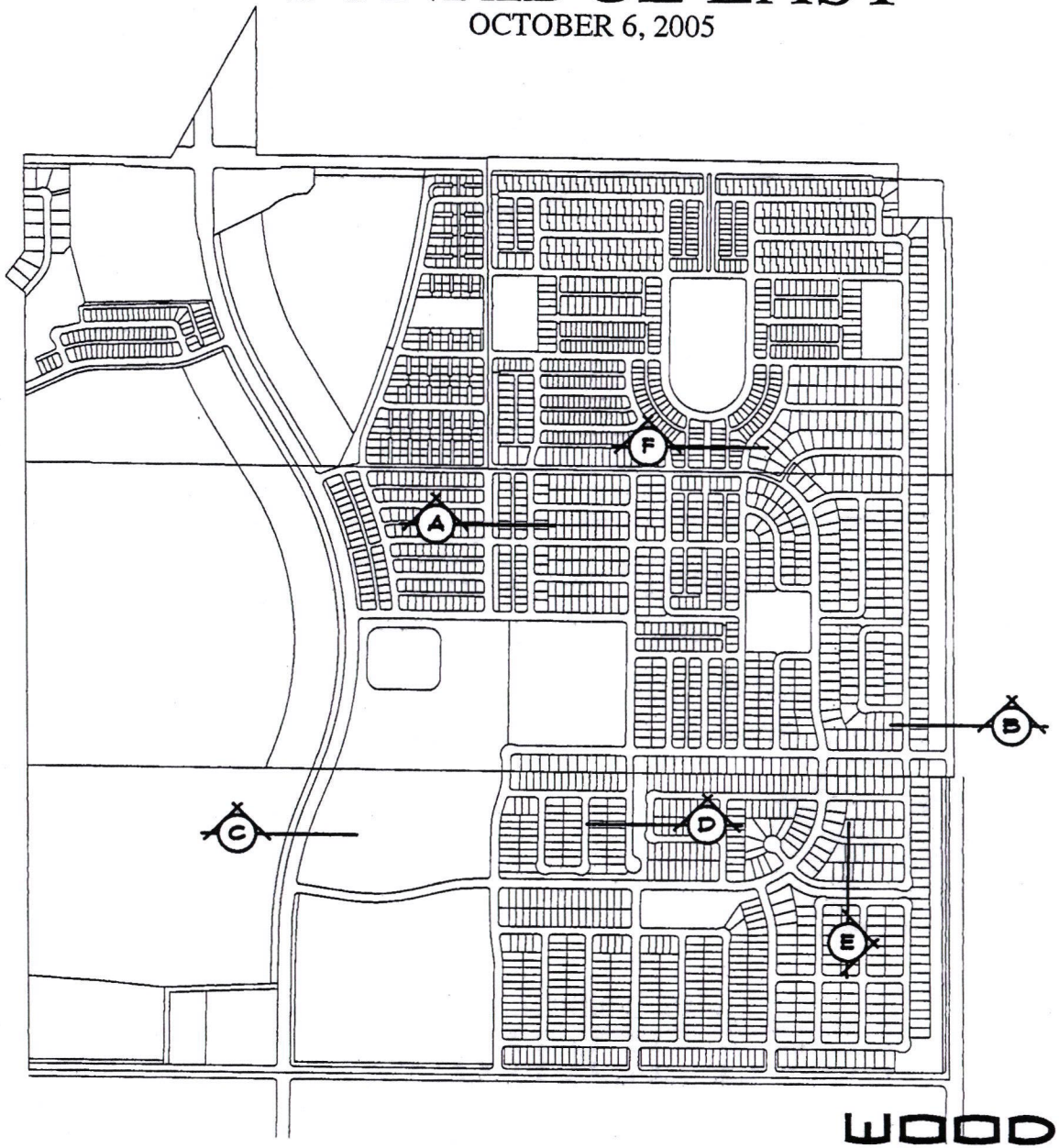
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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OPEN SPACE SECTION - KEY MAP

SUNRIDGE EAST

OCTOBER 6, 2005



NORTH

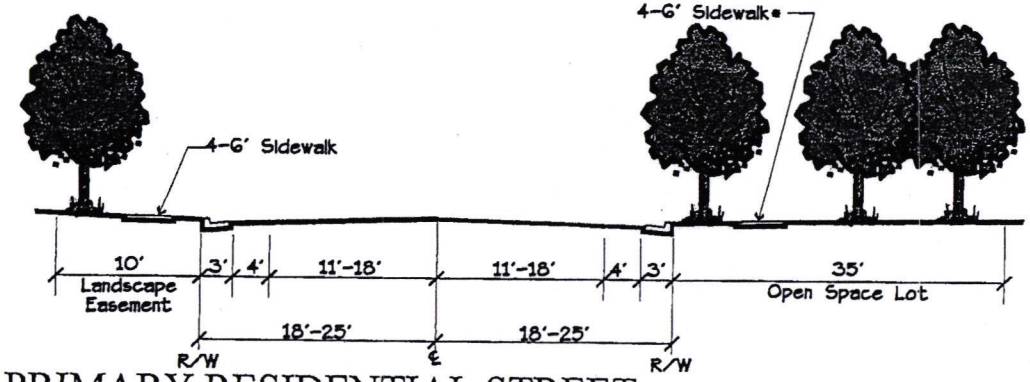
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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OPEN SPACE SECTIONS

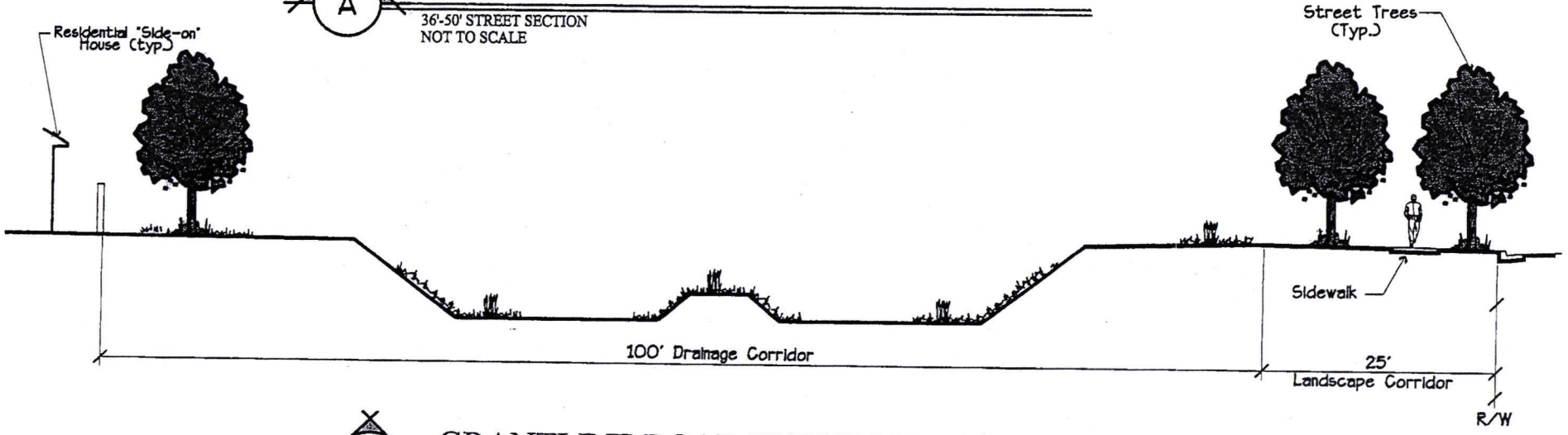
SUNRIDGE EAST

OCTOBER 6, 2005



A PRIMARY RESIDENTIAL STREET W/ OPEN SPACE LOT

36'-50' STREET SECTION
NOT TO SCALE



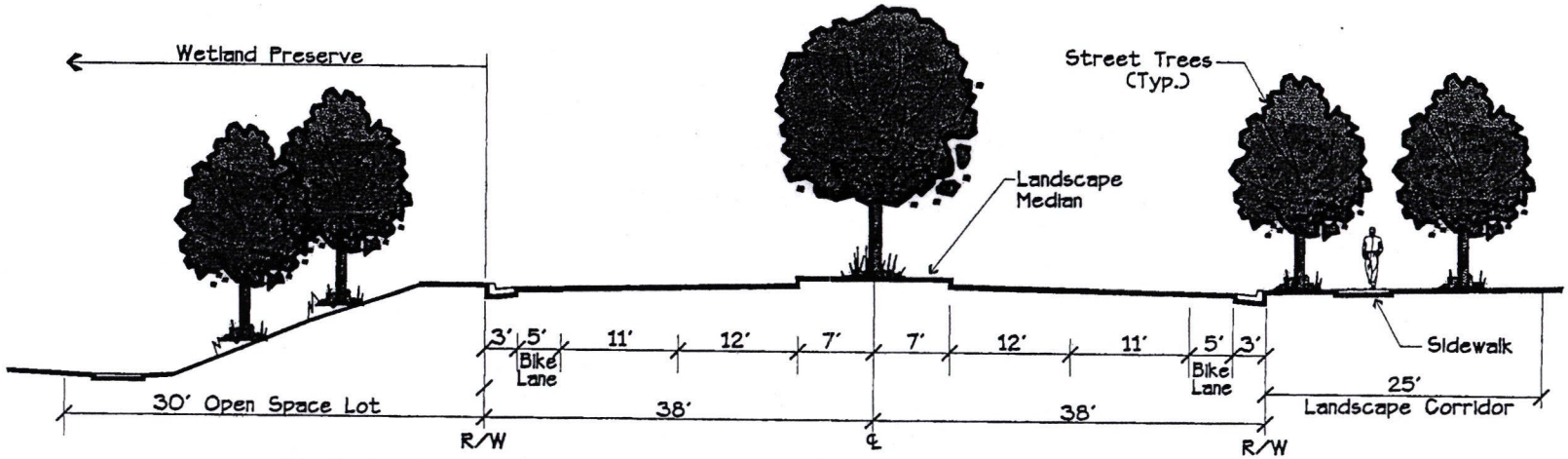
B GRANTLINE ROAD W/OPEN SPACE LOT

100' SECTION
NOT TO SCALE

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

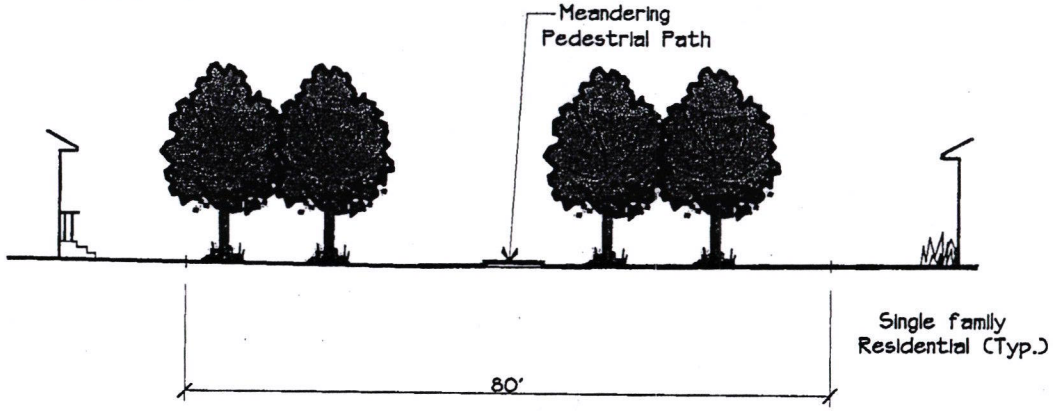
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OPEN SPACE SECTIONS
SUNRIDGE EAST
OCTOBER 6, 2005



C AMERICANOS BOULEVARD W/ OPEN SPACE LOT

76' SECTION
NOT TO SCALE



D OPEN SPACE PASEO LOT

80' SECTION
NOT TO SCALE

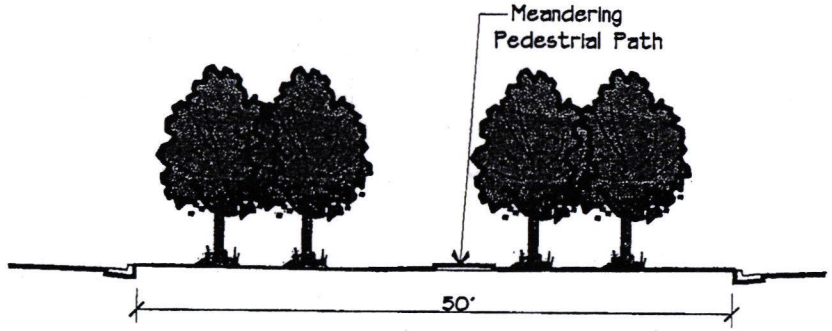
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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OPEN SPACE SECTIONS

SUNRIDGE EAST

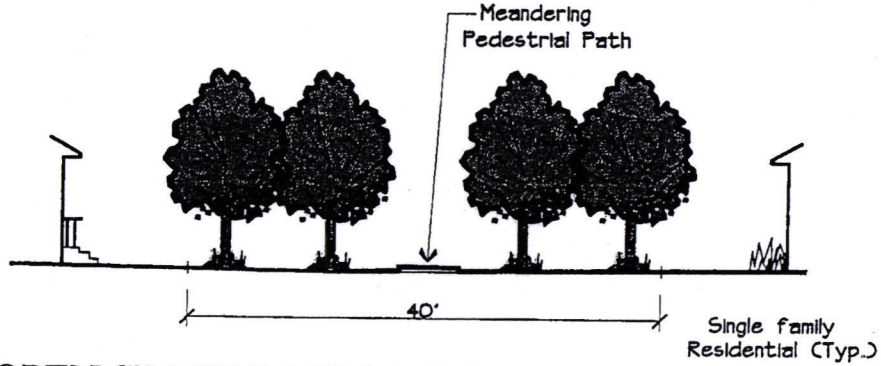
OCTOBER 6, 2005



E

OPEN SPACE PASEO LOT

50' SECTION
NOT TO SCALE



F

OPEN SPACE PASEO LOT

40' SECTION
NOT TO SCALE

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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**** WinMetro Label Set ****
Date : 7/3/2003
Report : Avery 5160 Laser Labels 3 Across
Sort : PARCEL
Count : 11

For :
of :
By :

Recs Processed : 0
Dups Screened : 0
CRs Screened : 0
Bad Addresses : 0
Labels Produced : 11

Attachment 7

067 0040 003 0080
Fred & Jane Wakita
530 13th St
Sacramento, CA 95831-2258

067 0040 004 0000
Douglas Road 103 Investors
7700 College Town Dr #118
Sacramento, CA 95826-2303

067 0040 005 0000
Douglas Road 98 Limited Partnership
1205 La Sierra Dr
Sacramento, CA 95864-3049

067 0040 006 0000
Robert & Chris Ksidakis Larne
4560 Oxbow Ridge Pl
Fair Oaks, CA 95628-6163

067 0040 012 0000
Geisreiter Richard E & Geisreiter
120 13th Ave
Santa Cruz, CA 95062-4830

067 0040 013 0000
Louie & Voula Pappas
5229 Yorkville Pl
Carmichael, CA 95608-6273

072 0300 003 0000
James D & Christina Weidinger
12575 Douglas Rd
Rancho Cordova, CA 95742-6923

073 0010 007 0000
Tracy & Tracy Bypass
3601 Grant Line Rd
Rancho Cordova, CA 95742-7004

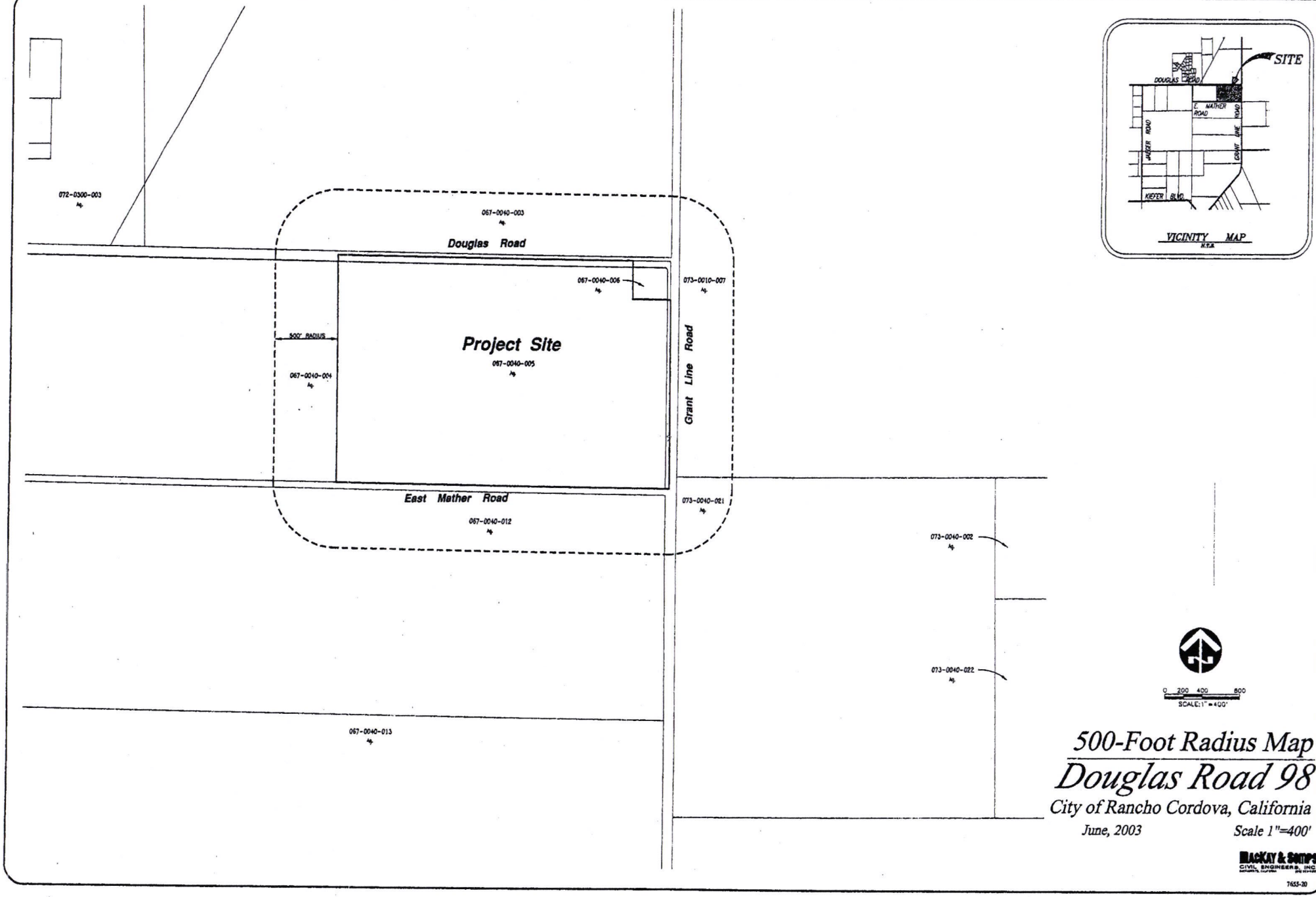
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Elmer G Kellett
13122 Glory Ln
Rancho Cordova, CA 95742-7001

073 0040 021 0000
Ticor Insurance & Trust Co
7700 College Town Dr #101
Sacramento, CA 95826-2303

073 0040 022 0000
Ticor Insurance & Trust Co
7700 College Town Dr #101
Sacramento, CA 95826-2303

Use template for 5160®
Smooth Feed Sheets™

025



500-Foot Radius Map

Douglas Road 98

City of Rancho Cordova, California

June, 2003 *Scale 1"=400'*

MacKAY & SOMPS
CIVIL ENGINEERS, INC.

7653-20

067-0040-012-0000 1
GRANTLINE INVESTORS INC
BRIAN VAIL
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826-

067-0040-004-0000 2
DOUGLAS ROAD 103 INVESTORS
7700 COLLEGE TOWN DR 118
SACRAMENTO CA 95826-

067-0040-005-0000 3
DOUGLAS ROAD 98 LIMITED PARTNERSHIP
1205 LA SIERRA DR
SACRAMENTO CA 95864-

067-0040-008-0000 4
SULLIVAN LOUIS B/BOYD C SMITH/TR
4/P FAMILY INV
2560 MISSION COLL BL 101
SANTA CLARA CA 95050-

067-0040-013-0000 5
PAPPAS LOUIE J/VOULA L
5229 YORKVILLE PL
CARMICHAEL CA 95608-

067-0040-014-0000 6
SUNRIDGE INVESTORS LLC
BRIAN C VAIL
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826-

073-0010-007-0000 7
TRACY SURVIVOR'S TRUST/TRACY
BYPASS TRUST/ETAL
3601 GRANT LINE RD
RANCHO CORDOVA CA 95742-

073-0040-021-0000 8
TICOR INSURANCE/TRUST CO/ETAL
7700 COLLEGE TOWN DR 101
SACRAMENTO CA 95826-

073-0040-023-0000 9
TSAKOPOULAS ANGELO K/ETAL
DIANE RICHMOND
7700 COLLEGETOWN DR 101
SACRAMENTO CA 95826-

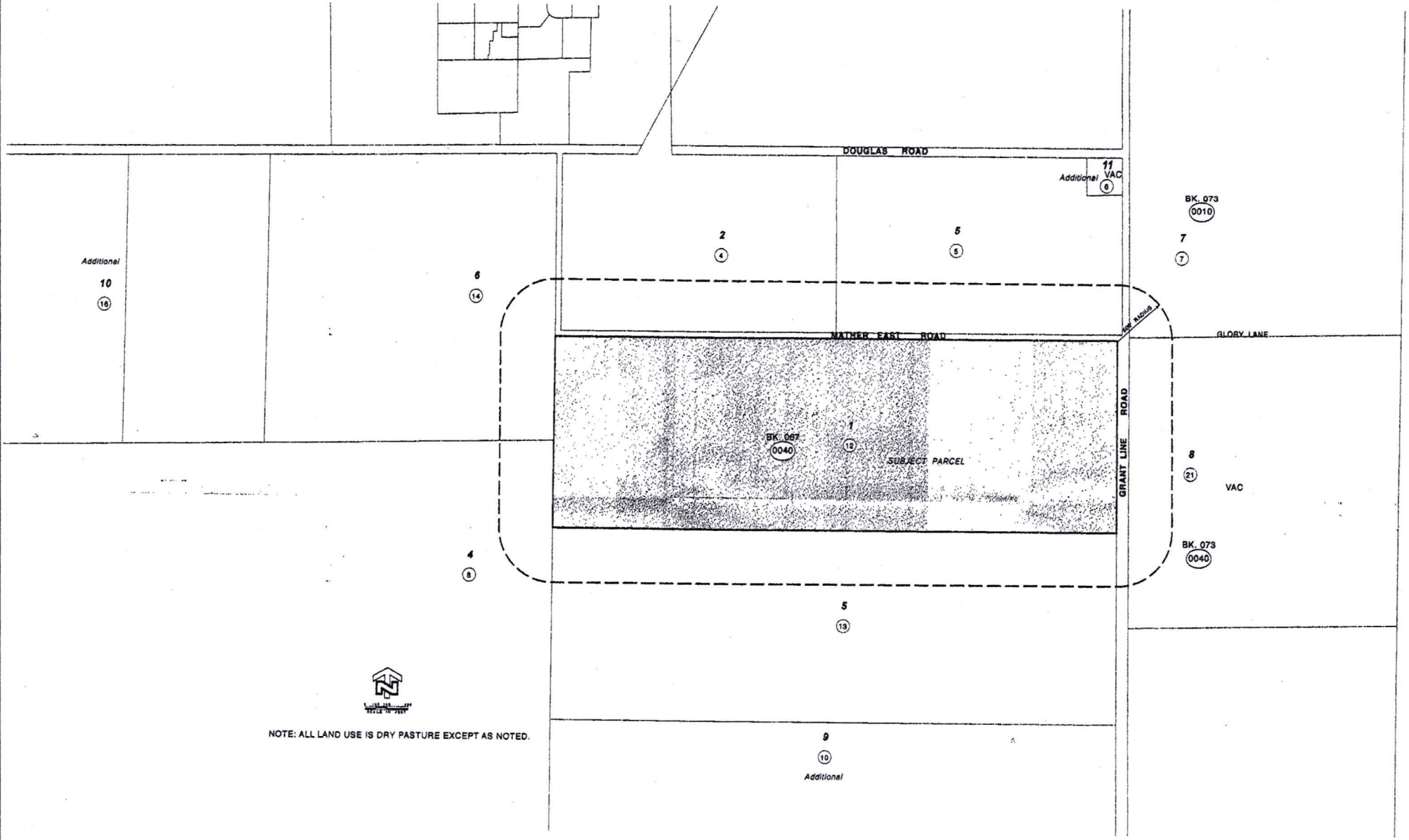
ADDITIONAL LABELS

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GUS C/JULIE M GIANULIAS FAMILY
REVOCABLE TRUST /
2264 FAIR OAKS BL 100
SACRAMENTO CA 95825-

67-0040-016-0000 11
RESLEIGH HOMES CORPORATION
OM WONG
433 CALIFORNIA ST SEVENTH
AN FRANCISCO CA 94104-

067-0040-006-0000 12
LARNE ROBERT C/CHRIS KSIDAKIS
4560 OXBOW RIDGE PL
FAIR OAKS CA 95628-

C/O SEAN MOSS
WOOD-RODGERS, INC.
3301 C STREET, BUILDING 100B
SACRAMENTO CA 95816



NOTE: ALL LAND USE IS DRY PASTURE EXCEPT AS NOTED.

067 0040 008 0000
.ouis Sullivan & C Smith Boyd
2560 Mission College Blvd #101
Santa Clara, CA 95054

067 0040 010 0000
Gus C & Julie M Gianulias
2264 Fair Oaks Blvd #100
Sacramento, CA 95825

067 0040 012 0000
Grantline Investors Inc
7700 College Town Dr #109
Sacramento, CA 95826

067 0040 013 0000
Louie & Voula Pappas
229 Yorkville Pl
Carmichael, CA 95608

073 0040 021 0000
Conwy Llc
2401 Manning St #E
Sacramento, CA 95815

073 0040 023 0000
Conwy Llc
2401 Manning St #E
Sacramento, CA 95815

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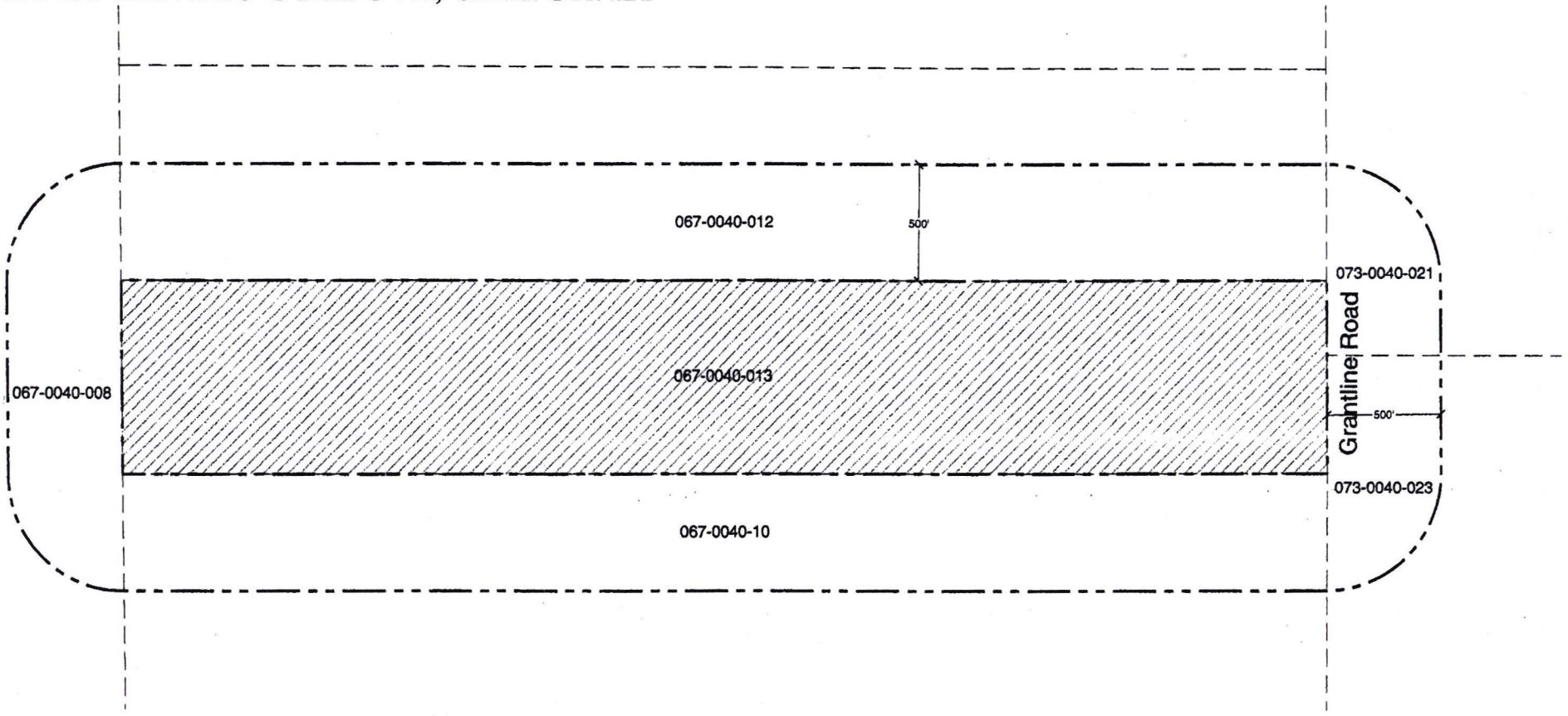
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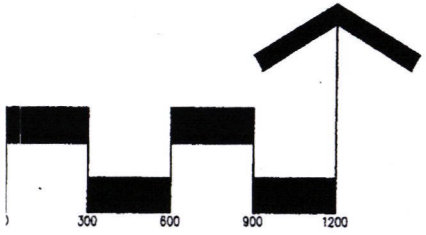
OWNERSHIP EXHIBIT

ARISTA DEL SOL

APN : 067-0040-013

CITY OF RANCHO CORDOVA, CALIFORNIA





MARCH 5, 2004

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 286-7600 • FAX: (916) 286-7601

J:\307-001\dwg\planning\Exh\y--own.dwg, kedwards, 14:06:38, 03-04-04

067-0040-004
DOUGLAS ROAD 103 INVESTORS
7700 COLLEGE TOWN DR 118
SACRAMENTO CA 95826

067-0040-003
ALBERT K/JOYCE W MINETA 1991 REV TRUST/ETAL
1905 UNIVERSITY WAY
SAN JOSE CA 95126

067-0040-005
DOUGLAS ROAD 98 LIMITED PARTNERSHIP
1205 LA SIERRA DR
SACRAMENTO CA 95864

067-0040-012
GRANTLINE INVESTORS INC
7700 COLLEGE TOWN DR 215
SACRAMENTO CA 95826

067-0650-005
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826

067-0650-021
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826

067-0650-022
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826

067-0650-022
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826

072-0370-016
JAMES D/CHRISTINA WEIDINGER REVOCABLE TRUST
12575 DOUGLAS RD
RANCHO CORDOVA CA 95742

072-0370-089
AEROJET GENERAL CORP
P O BOX 1322
SACRAMENTO CA 95813

072-0440-017
INTERSTATE PROPERTIES LLC
3915 SECURITY PARK DR B
RANCHO CORDOVA CA 95742

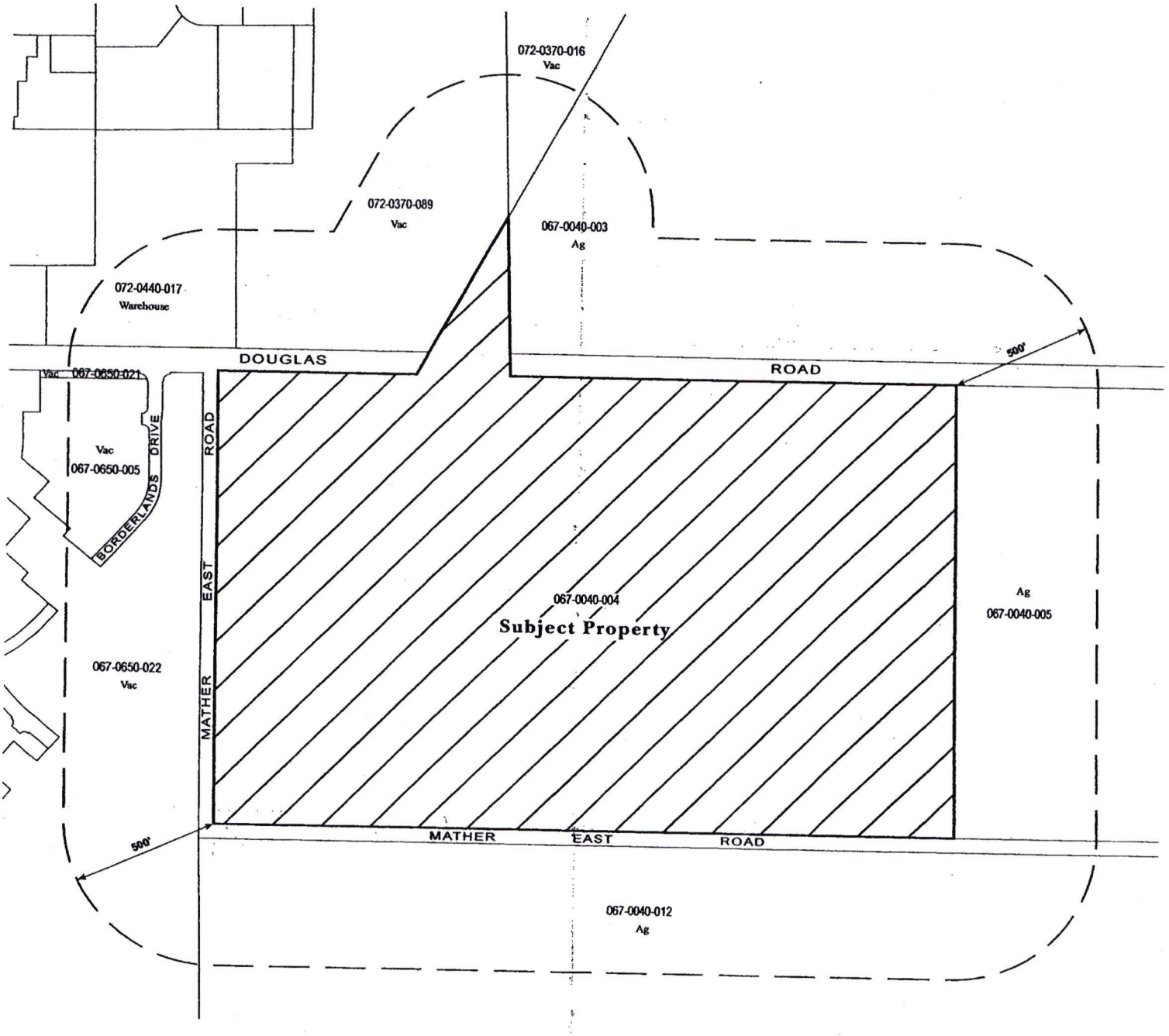
067-0650-004
PLEASANT VLY INVS LC
39 E EAGLERIDGER DR 102
NORTH SALT LAK UT 84054

072-0370-066
SEABOURNE ENTERPRISES L P/ETAL
7637 VASOS WY
FAIR OAKS CA 95628

072-0370-087
PSL ENTERPRISES LLC
3920 SECURITY PARK DR
RNCHO CORDOVA CA 95742

072-0440-003
JONES LOUIS E III/REBECCA S/M/M DEVELOPMENT
1601 RESPONSE RD 150
SACRAMENTO CA 95815

WOOD-RODGERS INC
3301 C ST BLDG 100-B
SACRAMENTO CA 95816



NORTH

0 100 200 400
SCALE IN FEET

ADDITIONAL PARCELS TO MAKE
THE TEN (10) PARCEL MINIMUM:

APN 067-0650-004
APN 072-0370-066
APN 072-0370-087
APN 072-0440-003

500 FT. RADIUS MAP

APN 067-0040-004

October 15, 2004

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: William J. Thomas, Chief Financial Officer

SUBJECT: **2nd QUARTER FINANCIAL REPORT – FY 2005 -- 2006**

RECOMMENDATION

Receive and file report

RESULT OF RECOMMENDED ACTION

No action required. The Finance Department provides quarterly reports to the City Council so that they are kept up to date on the overall financial health of the City. Reports are provided in November, February, May and August of each year. In addition to these reports, the Council receives an annual report on the City's Comprehensive Annual Financial Report which provides annual financial information concerning the financial sustainability of the City.

BACKGROUND

The financial report is attached.

Attachment(s):
2nd Quarter Financial Report – FY 2005 -- 2006

AGENDA ITEM # 16

CITY OF RANCHO CORDOVA
QUARTERLY FINANCIAL REPORT
2ND QUARTER – PERIOD ENDING DECEMBER 31, 2005

This is the second quarterly financial report for fiscal year 2005 – 2006. Traditionally this report provides the first indication of what the fiscal year results will be. Future reports will be provided to Council and City management on a monthly basis beginning in April 2006. Presentations to the City Council will be made in November, February, May and August of each year.
This report will be similar each quarter and will discuss the following topics:

- Cash balances, including interest earnings and investment actions
- General Fund report
- Report on the various other funds that include:
  - Special Revenues
  - Capital Projects
  - Debt Service, and
  - Internal Service

CASH

At December 31, 2005, the City had the following cash that was available to operate the City on a day-to-day basis:

Investment	Amount
	$
Local Agency Investment Fund (LAIF)	36,226,311.16
U.S. Bank - Checking	1,780,337.00
U.S. Bank - Money Market	205,959.02
	$
TOTAL	**38,212,607.18**

The City earned $320,269 in interest during the quarter ending December 31, 2005. The average daily interest earned on LAIF investments was 3.63%. Interest earnings are deposited into a holding account until the end of the year. At that time, they are allocated to the various funds based on cash balances.

To better manage idle cash, the City entered into a working agreement with MBIA Services to provide portfolio management services. In January 2006, $10 million was provided to MBIA for investments. All investments require pre-approval by the Chief Financial Officer before they are purchased. The purpose of the initial investment strategy was to provide a better yield on the City's cash while still maintaining overall liquidity. Therefore, in the initial investment, 60% ($6 million) of the investments have maturity dates that are less than one year. The following investments were made:

CASH (Continued)

Instrument	Amount	Interest Rate	Maturity
Federal Home Loan Mortgage	$ 1,000,000	4.45%	3/30/2006
USB Finance Commercial Paper	1,000,000	4.63%	4/20/2006
Federal Home Loan Mortgage	1,000,000	4.57%	5/24/2006
Federal Home Loan Mortgage	1,000,000	4.64%	7/19/2006
US Treasury Note	1,000,000	4.51%	8/31/2006
Federal Home Loan Mortgage	1,000,000	4.67%	10/23/2006
US Treasury Note	1,000,000	4.40%	1/31/2007
Federal Home Loan Mortgage	1,000,000	4.66%	4/2/2007
Federal Home Loan Mortgage	500,000	5.03%	12/8/2008
Federal Home Loan Mortgage	1,000,000	4.85%	12/1/2006
Federal Home Loan Mortgage	500,000	4.90%	2/6/2008
	$ 10,000,000		

In January, the City received several significant receipts, as follows:

Property Taxes	$	204,305.74
Sacramento County - Building (November)		3,042,040
Sacramento County - Building (December)		2,228,695
Special Assessments		2,683,104
Property Transfer Tax		422,338
Sales Tax - 0.75% payment		522,200
Sales Tax - 0.25% payment		1,088,069
Motor Vehicle In-Lieu Property Taxes		2,259,335
Office of Traffic Safety Grant		68,840
Motor Vehicle License Fee - State Payment		104,119
Proposition 42 Quarterly Payment		56,635
	$	12,475,374

great amount! will be 156% of estimate

Payments during the month were as follows:

Payroll	$	167,240
Accounts Payable		4,509,389
Pass-thru Payment to AKT		5,035,986
Total	$	**9,712,615**

The result of these operations provided approximate cash balance of $30,975,000 at the end of January 2006. Additionally, as discussed above, the City has $10 million invested with MBIA and a money market account with US Bank in the amount of $206,000. Therefore, the City's cash and investments at January 30, 2006 was approximately $41.18 million. Although this is a significant cash position, the majority of the cash is restricted in its use.

GENERAL FUND

Revenues

The General Fund is the City's lifeline and provides both funding and expenditure sources to operate the majority of services delivered to the citizens of the City.

Since the City operates on a cash basis, revenues are not recognized until they are received. July through December (1st and 2nd quarters) generally is low since the majority of the money is received in the 3rd and 4th quarters. Following are some examples of when the City receives funds:

- Sales Taxes: 75% of the 1% that the City is entitled to is received on a monthly basis. The remaining 25% is provided from the County as part of the State's triple flip program. These payments are made in January and May of each year.
- Motor Vehicle Fees Payments:
    - Previously the State reduced the motor vehicle fee that residents pay. Since cities were entitled to a portion of these fees, the reduction impacted this revenue source. Prior to budget problems on the state level, the state made up the difference out their General Fund. During the budget crisis, the state decided not to make up the difference. As a result, Proposition 1A was passed that restored the total amount to the cities. Therefore, this revenue source now comes from two different sources (and in the case of Rancho Cordova, three). They are:
        - Regular motor vehicle payment: this represents the amount that the State makes on a monthly basis based on the reduced amount.
        - In-lieu property taxes: this represents the difference due the cities and is paid from ERAF property taxes by the County. This is received in January and May of each year.
        - Hardship payment: this represents the amount that is given to newly incorporated cities and is paid on a monthly basis.
- Transient Occupancy Taxes: These are remitted monthly in arrears by the various hotels/motels.
- Utility Users: These are remitted monthly in arrears by the various utility companies.

Since staff had access to January revenues, the results of the first half of the fiscal year includes the following payments:

- Motor Vehicle In-Lieu Property Taxes ($2,259,334)
- Property Taxes ($4,085,515 was the total collected, the net payment to the City was $204,306)
- Sales Tax In-Lieu – Proposition 1A payment ($1,088,068)
- Property Transfer Tax ($422,388)
- Police Tax ($98,650)

both way up!

GENERAL FUND (Continued)

Including the above revenues, the General Fund revenue results for the first half of fiscal year 2005 – 2006 were as follows:

	Budget Estimate	Yerar to Date	Percent Received
Property Taxes	$ 5,905,800	$ 4,085,515	69.18%
Motor Vehicle In-Lieu Property Tax	2,941,200	2,259,335	76.82%
Total Property Taxes	8,847,000	6,344,850	71.72%
Other Taxes	14,094,400	5,362,207	38.04%
Total Taxes	22,941,400	11,707,057	51.03%
Franchise Fees	934,722	196,842	21.06%
Licenses, Permits & Fees	5,202,313	2,615,416	50.27%
Fines and Forfeitures	448,572	156,777	34.95%
Use of Money and Property	1,142,646	107,548	9.41%
Intergovernmental	2,045,423	434,654	21.25%
Charges for Services	2,461,328	986,833	40.09%
Other Revenue	16,650	602	3.62%
Transfers In	575,456	287,730	50.00%
TOTAL GENERAL FUND REVENUES	$ 35,768,510	$ 16,493,459	46.11%

Although revenues received are approximately at 50% at the half-year mark, property taxes are artificially increasing the overall percentage. Based on the first property tax payment, the City has booked $4,085,515 while receiving only $204,306. It is the practice of the City to book property taxes at the gross value and expense the "revenue neutrality payment" as the difference between what the City would have received less what was actually paid. Additionally, Motor Vehicle In-Lieu Property Taxes are at 77% of what was estimated in the budget. It is anticipated that this resource will provide $4.5 million which will be 153% of the budget estimate. Finally, Property Transfer Taxes are at 84% of the budget estimate and are expected to exceed the budget estimate of $500,000 by year end.

Revenues that are not keeping pace with budget estimates and not expected to meet budget projections are:

- Transient Occupancy Taxes (41%)
- Commercial Waste Franchise Fee (21%)
- Commercial Vehicle Code Fines (0% -- program not implemented)

Budget revenue estimates assumed that the building leases and expenses (Prospect Park and Kilgore) would be accounted for in the General Fund. However, these expenses will be accounted for properly in the Public Financing Authority Debt Service Fund. The revenues (lease income) and operating expenses are being managed by CBRE and therefore do not show up in revenue and expenditure reports. We will be making a transition from CBRE to our in-house facilities management team and that activity will be shown in the 3rd quarter report.

GENERAL FUND (Continued)

Finally Building Permit revenues fell sharply in November and December. While generating $2,009,304 ($502,236 monthly average) during the first four months of the fiscal year, November receipts were $322,493 and then fell to $212,030 in December. January building permit activity, as reported by the Building Department was 124, the lowest of the seven months of FY 2006. However, building permit activity is still 42% above last year through January. Single family building permits issued through January was 894 compared to 429 a year ago or a 108% increase. The City is dependent on at least 750 single family permits being issued each year to meet current debt service on City property. Overall, if the current declines in building permit activity continues through the remainder of the current fiscal year, the City will short of the $4.8 million estimate.

GENERAL FUND (Continued)

Expenditures

Unlike revenues, expenditures are relatively level during the year. Exceptions to this are the result of delays in capital projects, vacancies in approved positions and prepayment requirements on various maintenance contracts. All of the General Fund departments are within budget based on a normal 50% expenditure rate that would be expected through December 31st. Unlike the first quarter report, all departments' expenditures are reflective of six (6) month activity.

The General Fund expenditures through December 31, 2006, by department were as follows:

	BUDGET	YTD	ENCUMBRANCES	TOTAL EXPENDITURES	PERCENTAGE
Legislative					
City Council	$ 133,802	$ 29,551	$ -	$ 29,551	22%
Advisory Boards	58,400	7,123	-	7,123	12%
City Attorney	709,400	743,004	-	743,004	105%
Sub-total Legislative	901,602	779,678	-	779,678	86%
General Government					
City Manager	797,569	233,687	-	233,687	29%
City Clerk	567,008	184,825	-	184,825	33%
Human Resources	190,599	67,243	-	67,243	35%
Administrative Support	335,473	94,373	-	94,373	28%
Finance	779,151	255,065	-	255,065	33%
Facilities Mgmt.	588,750	43,169	-	43,169	7%
Animal Services	576,561	19,409	-	19,409	3%
Information Tech.	1,291,750	711,991	-	711,991	55%
Risk Management	410,750	99,125	-	99,125	24%
Economic Development	413,690	115,983	-	115,983	28%
Sub-total General Government	5,951,301	1,824,870	-	1,824,870	31%
Police	13,265,780	5,868,788	-	5,868,788	44%
Community Prosecutor	125,000	62,500	-	62,500	50%
Community Development					
Planning	1,610,923	1,071,214	-	1,071,214	66%
Building & Safety	2,299,149	1,212,340	-	1,212,340	53%
Code Enforcment	535,960	168,702	-	168,702	31%
Sub-total Comm. Development	4,446,032	2,452,256	-	2,452,256	55%
Public Works	996,036	524,302	-	524,302	53%
Non-Departmental	6,537,021	4,276,588	-	4,276,588	65%
Transfers Out	624,896	175,000	-	175,000	28%
TOTAL EXPENDITURES	**$ 32,847,668**	**$ 15,963,982**	**$ -**	**$ 15,963,982**	49%

While most departments are within 50% of budgeted appropriations at mid year, the following departments will require adjustments before the end of the year to comply with GASB 34 requirements. The departments include:

- Non-Departmental: Expenditures are over 50% as a result of the Mitigation Payment which rises (or decreases) in direct proportion to the actual property taxes collected.

GENERAL FUND (Continued)

- City Attorney: This department ahs exceeded its budget of $709,400 with expenditures through December at $743,004. While they have exceeded their budget, they have also recovered $234,043 of these expenditures. This represents 78% of the estimated budget of $300,000. Expenses, by category, are as follows:

General Counsel	$	220,178
Litigation (including revenue neutrality)		288,766
Cost Recovery		234,043
Sub-total		742,987
Redevelopment		19,617
Total Legal Fees	**$**	**762,604**

- Planning: This department is at 66% of their budget of $1,610,923 with expenditures of $1,071,214 through December 31, 2005. In addition, Planning has expended $286,668 for General Plan work, $11,698 for Redevelopment and $1,513 for CDBG. The General Fund portion of their expenditures are:

Developer Projects (Cost Recovery)	$	689,880
Non-cost recovery expenditures		381,334
Total	**$**	**1,071,214**

Staff expects to revisit the Planning Department and City Attorney budgets and will be proposing changes to their budget appropriations at a future Council meeting.

While the Police Department had over $1 million in savings in their FY 2004 – 2005 budget, it is not expected to realize that level of savings in FY 2005 – 2006. The majority of the surplus in FY 2005 was due to salary savings. In FY 2006, staffing levels have been higher, especially in the last few months.

OTHER FUNDS

Special Revenue Funds

The City maintains a number of other funds that are either restricted in their use or are required to be reported separately by governmental accounting rules. These funds include the **Special Revenue Funds** that are designed to account for those activities that are specifically restricted in their use. Included among those funds are all of the Development Impact Fees, Gas Tax, Measure A, CDBG and Grants. For the second quarter of FY 2005 – 2006, the City has received **$20,894,605** from these various funds. Impact fees accounted for 99% of the total received. Expenditures were ***$8,258,768***, accounting for **$12,635,837** in net cash to the City's cash balance. As noted above, the City made the second of two payments to AKT Development as reimbursement of construction costs in February 2006. This payment was in the amount of **$5,035,986** and is not reflected in the revenue and expenditure summary that follows:

	TOTAL SPECIAL REVENUES		
	Budget	**Actual**	**Percentage**
EVENUES			
Taxes	$ 2,559,102	$ -	0.00%
Impact Fees	12,215,100	20,022,564	163.92%
Other	2,476,796	863,637	34.87%
Interest	8,850	8,404	94.96%
Total Revenues	**$ 17,259,848**	**$ 20,894,605**	**121.06%**
XPENDITURES			
General Government	$ 803,917	$ 103,106	12.83%
Community Development	888,002	536,294	60.39%
Legal	-	37,747	n.a.
Public Safety	323,129	32,387	10.02%
Public Works	3,505,516	7,541,544	215.13%
Non-Departmental	-	7,690	n.a.
Transfers Out	4,638,625	-	0.00%
Total Expenditures	**$ 10,159,189**	**$ 8,258,768**	**81.29%**

OTHER FUNDS (Continued)

Debt Service Funds

The City maintains four **Debt Service Funds** to account for debt that is associated with the City. Three of the four funds are associated with the Mello Roos districts (Sunridge – Anatolia: CFD 2003-1, Sunridge Park: CFD 2004-1 and Sunridge North Douglas: CFD 2005-1). Of those districts, only Sunridge Anatolia has debt issued. Sunridge Park, although it does not have bonds issued, began collection of the special tax in FY 2005 – 2006. Sunridge North Douglas was recently formed. Sunridge Anatolia CFD 2003-1 issued its second bond issue in December in the amount of **$14,660,000**. While it was anticipated that the other two districts would issue debt in FY 2006, both are currently on hold.

The remaining debt is associated with the Public Financing Authority Corporation. It was this corporation which issued the two Certificates of Participation (COPs) associated with the purchase of City Hall and the Kilgore properties. The City made its first payment on the City Hall COP in February 2006. The first payment for the Kilgore property will be in March 2006. Neither of these payments is reflected in the following which is provided on an aggregated basis:

	Budget	Total Debt Service Actual	Percentage
REVENUES			
Taxes	$ 4,477,423	$ -	0.00%
Impact Fees	-	-	n.a.
Other	5,800,000	5,800,000	100.00%
Interest	-	-	n.a.
Transfers In	1,880,396	-	0.00%
Total Revenues	**$ 12,157,819**	**$ 5,800,000**	**47.71%**
EXPENDITURES			
General Government	$ 455,238	$ 118,910	26.12%
Community Development	-	-	n.a.
Legal	-	-	n.a.
Public Safety	-	-	n.a.
Public Works	-	-	n.a.
Non-Departmental	-	-	n.a.
Debt Service	3,913,238	-	0.00%
Transfers Out	5,892,331	5,800,000	98.43%
Total Expenditures	**$ 10,260,807**	**$ 5,918,910**	**57.68%**

OTHER FUNDS (Continued)

Internal Service Fund

The final fund type is **Internal Service**. This is a new fund category for FY 2005 – 2006. This type of fund will account for activity within the City (internal to the City). The City will utilize the "INSURANCE" fund in this category to account for costs associated with both liability expenses including legal costs associated with tort cases. This fund was seeded with $300,000 from the General Fund. Other revenues represent a reimbursement of legal fees. Activity for the first six months was as follows:

	Budget	Insurance Actual	Percentage
REVENUES			
Taxes	$ -	$ -	n.a.
Impact Fees	-	-	n.a.
Other	-	15,889	n.a.
Transfers In	300,000	-	
Total Revenues	**$ 300,000**	**$ 15,889**	**5%**
EXPENDITURES			
General Government	$ -	$ -	
Community Development	-	-	n.a.
Legal	-	159,663	
Public Safety	-	-	n.a.
Public Works	-	-	n.a.
Non-Departmental	-	-	n.a.
Total Expenditures	**$ -**	**$ 159,663**	**n.a.**

SUMMARY

After the first six months of operations, it does appear that we will need to make both changes in revenue estimates and expenditure appropriations. The revenue changes will need to be made in the following categories:

- Property Taxes – Increase estimate
- Vehicle In-Lieu Motor Vehicle Property Taxes – Increase estimate
- Property Transfer Taxes – Increase estimate
- Transient Occupancy Taxes – Decrease estimate
- Commercial Waste Franchise Fee – Decrease estimate
- Commercial Vehicle Code Fines – Decrease estimate

Changes in budget appropriations will need to be completed for Planning, City Attorney and Non-Departmental (Mitigation Payment). As noted above these proposed changes will be brought back for Council action in March.

Overall, the financial health of the City appears to have been maintained during the first half of the fiscal year. The cash balance continues to be healthy and does provide the City with the ability to meet cash flow issues. However, since a significant amount of the cash balance is associated with restricted uses, investment of the idle cash needs to be matched with the potential cash outflows. As reported in the last report, staff is developing a vehicle to predict future cash flows. This ability along with our daily cash reports will provide the information needed to invest in less liquid instruments, increasing our yields.

Staff has issued a RFP for banking services and received replies from 5 banks. Interviews were scheduled for the week of February 13th but due to illness they will be rescheduled for later in the month. The selection of the bank is anticipated in March. The City plans to transition to the new bank, if necessary, on July 1, 2006.

Staff has received the "draft" financial statements from the auditors. The final Comprehensive Annual Financial Report (CAFR) will be issued in early March. A presentation to Council will be scheduled shortly thereafter.

Summary information was provided in this report. If anyone desires detailed, line item information they may contact the Finance Department.

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Tom McMahon, Chief of Police

SUBJECT: CITY OF RANCHO CORDOVA ON STREET TRUCK PARKING

RECOMMENDATION

It is recommended that the Council provide direction to staff regarding what policy they would like to implement in regards to on street truck parking in the City of Rancho Cordova.

RESULT OF RECOMMENDED ACTION

Once direction has been provided by the Council, Public Works and Police Department staffs will begin the process of implementing the chosen method of truck restriction.

BACKGROUND

We have received complaints regarding large trucks parking in commercial and office park areas. These complaints say the large trucks parked on the street are causing visual blight as well as a safety problem. Public Works and Police Department staffs have been asked to develop different solutions to prevent large trucks from parking in these areas. Public Works met with the Police Department to discuss possible solutions and contacted numerous city agencies in the area to determine what methods they use to restrict on street truck parking. Listed below are alternatives that have been identified and will be further explored;

- Install no parking signs restricting parking by either height or weight of the vehicle on the identified street.
- Install no parking signs restricting parking by time of day to prevent on street parking during business hours or over night.
- Adopt a citywide policy restricting on street truck parking to light and heavy industrial zones. A map showing these areas is presented as attachment A.

use them for law enforcement?

eyes the street.

AGENDA ITEM #

- Construct an offsite parking facility, possibly owned and operated by the City.
- Take no action and allow on street truck parking on all nonresidential streets.

FISCAL IMPACT

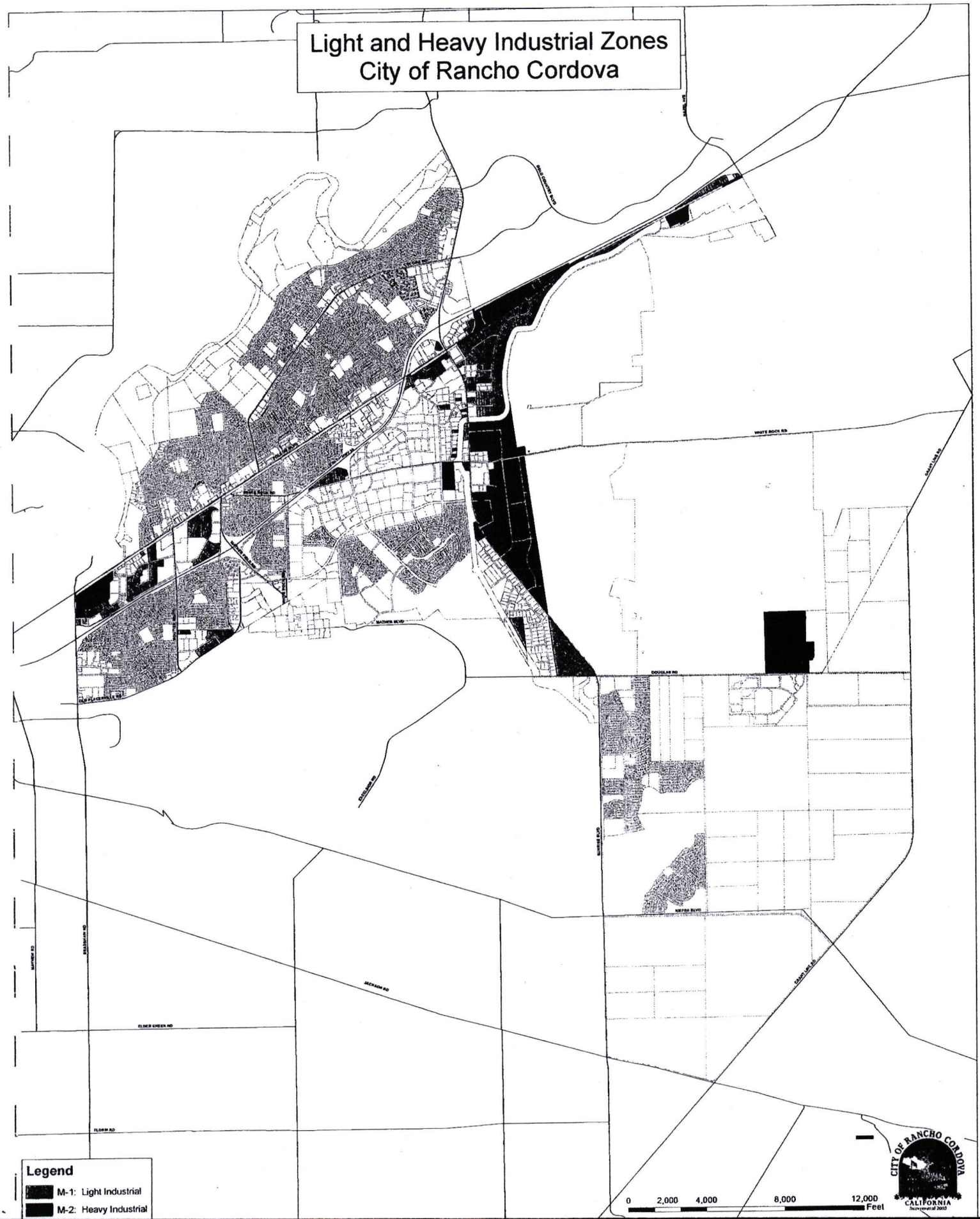
Potential costs associated will include;

- Manufacturing and installation of parking restriction signs ($125 per sign)
- Increased enforcement by the City's Police Department
- Cost associated with construction, operation, and maintenance of a parking facility

Attachment A – Light and Heavy Industrial Zones

• posting just moves the problem around.
• Ordinance to stop.

ATTACHMENT A



MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM (NTMP) PROCESS**

RECOMMENDATION

Staff recommends the City Council approve the Neighborhood Traffic Management Program (NTMP) Process for traffic calming devices on existing residential streets and neighborhoods.

BACKGROUND

Rancho Cordova City Council approved the first Neighborhood Traffic Management Pilot Plan (Pilot Plan) in January 2004 with the intent to enhance the overall neighborhood livability by reducing the impact of traffic on residential streets. The Pilot Plan addressed traffic issues in the neighborhoods bounded by:

- Coloma Road and Trinity River Drive to the north and west
- Folsom Boulevard to the South
- Sunrise Boulevard to the east

Public outreach in the form of public workshops, newspaper articles, notices on the City's website and a ballot were conducted to keep the residents informed and address their concerns about the Pilot Program. An Advisory Committee of interested residents was also formed. The Advisory Committee met to identify and refine strategies to address the known traffic issues.

In the Spring of 2005, 13 Speed Lumps, 8 Speed Humps and 2 Speed Tables as well as road narrowing striping were installed. Further traffic calming devices outlined in the Pilot Program such as two traffic circles, a center median island, curb extensions and a mini-roundabout are in the final stages of design and are anticipated to be installed this summer.

The overall feedback from the Pilot Program has been very positive. Staff intends to begin consideration of other neighborhoods in Rancho Cordova for future Traffic Calming Programs.

AGENDA ITEM # 17

DISCUSSION

The Public Works Department will establish an annual budget for Traffic Calming measures within the City. The recommended annual budget amount is $100,000. Described below is the process to prioritize requests for implementation within the established budget.

Existing Streets

City staff frequently receives requests from residents to install traffic calming measures to slow or divert traffic generally in response to concerns about speeding or cut-through traffic on particular streets.

A tool box containing guidelines was created to establish a City wide procedure for residents to request traffic calming devices for both single streets as well as for multiple streets. These guidelines establish a neighborhood-driven process for initiating a request for traffic calming measures. The procedures are outlined in the attached flow charts.

Residents will take the lead by filling out and submitting a NTMP petition form identifying the types of traffic-related concerns on their street or neighborhood. Two separate processes have been established to treat neighborhood traffic related concerns. The first process is specific to traffic concerns that can be isolated to a single street or intersection. The second process focuses on traffic concerns on multiple streets within a neighborhood area.

Information provided in the petition consists of: what types of traffic-related issue is occurring; which street(s) and/or intersection(s) are affected and when the problem occurs (i.e. time of day). The petition also includes supporting signatures from ten (10) households.

The petition is then submitted to City Staff for assessment. The objects staff will consider when reviewing the petitions include; 85th percentile travel speeds (the speed at which 85 percent of vehicles travel at or below on a particular street) within 5 mph of the appropriate speed limit; reduce cut-through traffic where existing levels are inappropriate and where the remedy will not create a problem on other streets; reduced collision for motor vehicles and pedestrians and adequate access for emergency vehicles.

A ranking system consisting of points and other pertinent information such as traffic speeds and volumes, existing collision data and distance from schools is applied to each request. Each street will be scored and the street with the higher score will be ranked amongst scores from other petitions. A Neighborhood Traffic Safety (NTS) Committee will be gathered to review and prioritize the ranked requests. The NTS will consists of three residents and a representative

from both the Rancho Cordova Police Department and Sacramento Metropolitan Fire District.

- non-physical
- narrowing
- horizontal
- vertical

Staff will then identify devices to treat the specific traffic issues. Different levels of devices may be appropriate for different traffic concerns. Level 1 devices are non-physical measures such as signs and marking, striping, speed enforcement and radar trailers. Level 2 devices are narrowing measures such as bulb outs and center islands, horizontal measures such as traffic circle and vertical measures such as speed humps.

Ballots will be distributed to all residents, property owners and businesses within the affected area to determine level of support for the proposed plan. A minimum of 25% of all ballots must be returned with a 67% in favor of the plan for implementation.

This process allows residents to work with City staff to study a particular traffic issue, identify potential solutions, and develop neighborhood consensus on desired measures.

New Neighborhoods

Traffic problems in new developments can often be anticipated and prevented by reviewing street and lot plans and prescribing refinements to the plan. A proposed set of guidelines is being created to establish a City wide procedure for street design for two-lane residential and non-residential streets. These residential street design concepts are being created to reduce the likelihood of future traffic problems arising that would require costly retrofits by providing guidelines for travel lane widths, parking lanes, block length and pedestrian and bicycle amenities.

The street design guidelines are intended to accomplish the following:

- Improve the function and appearance of new streets,
- Encourage pedestrian and bicycle travel
- Reduce the potential fro speeding and other traffic-related concerns.

The guidelines will address the following street characteristics:

- Roadway widths
- Limitation on maximum block length
- Introduction of landscaped strips between the curb and sidewalk
- Wider sidewalks to accommodate bicyclist.

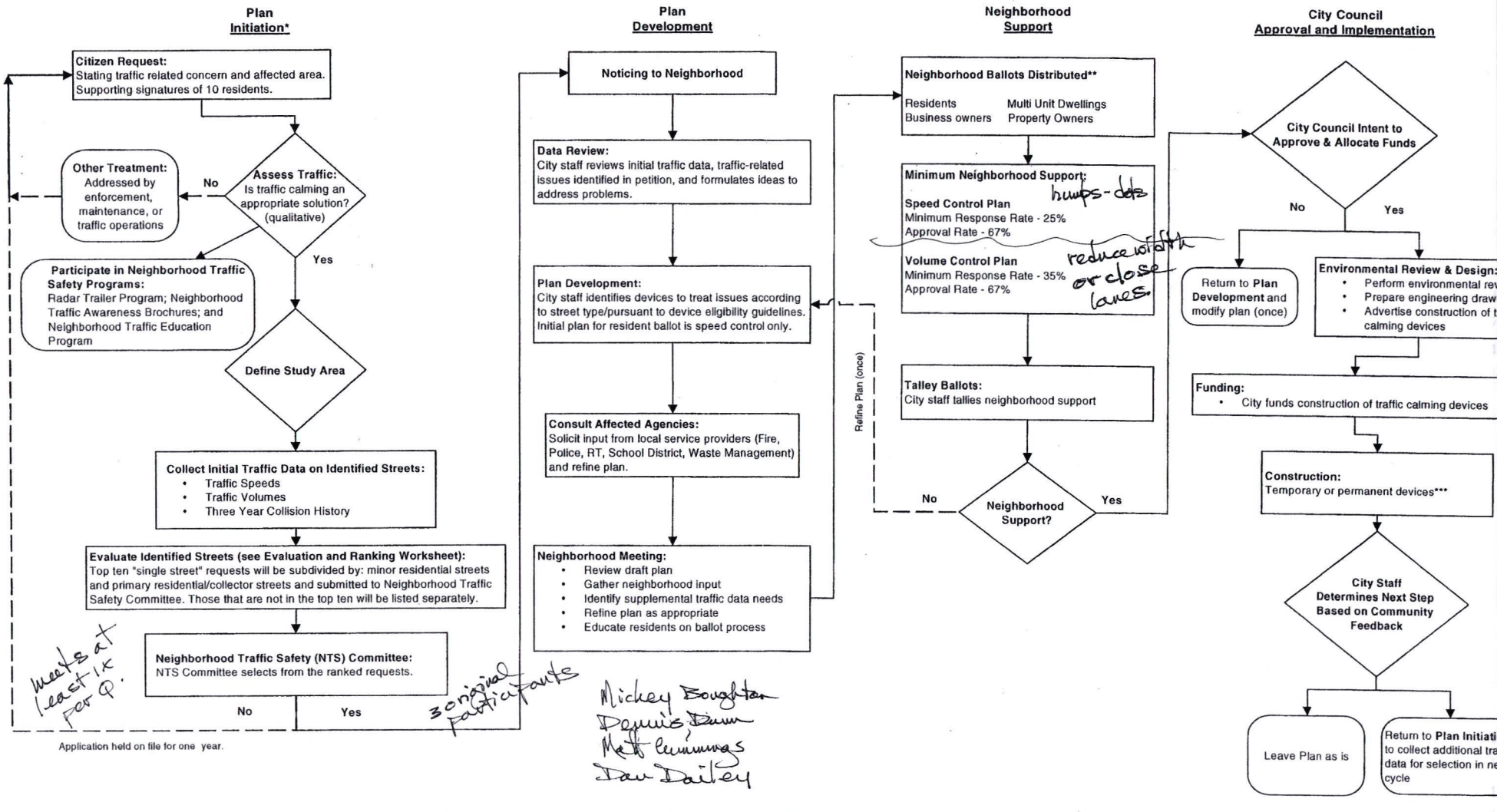
The Street Design Guidelines will be prepared as part of the General Plan Circulation element and will presented to the Council in the coming months.

Attachment(s): Attachment A - Single Street NTMP Process Flow Chart
Attachment B - Multiple Street NTMP Process Flow Chart

ATTACHMENT A

Single Street NTMP Process Flow Chart

Figure 1- City of Rancho Cordova Single Street NTMP Process

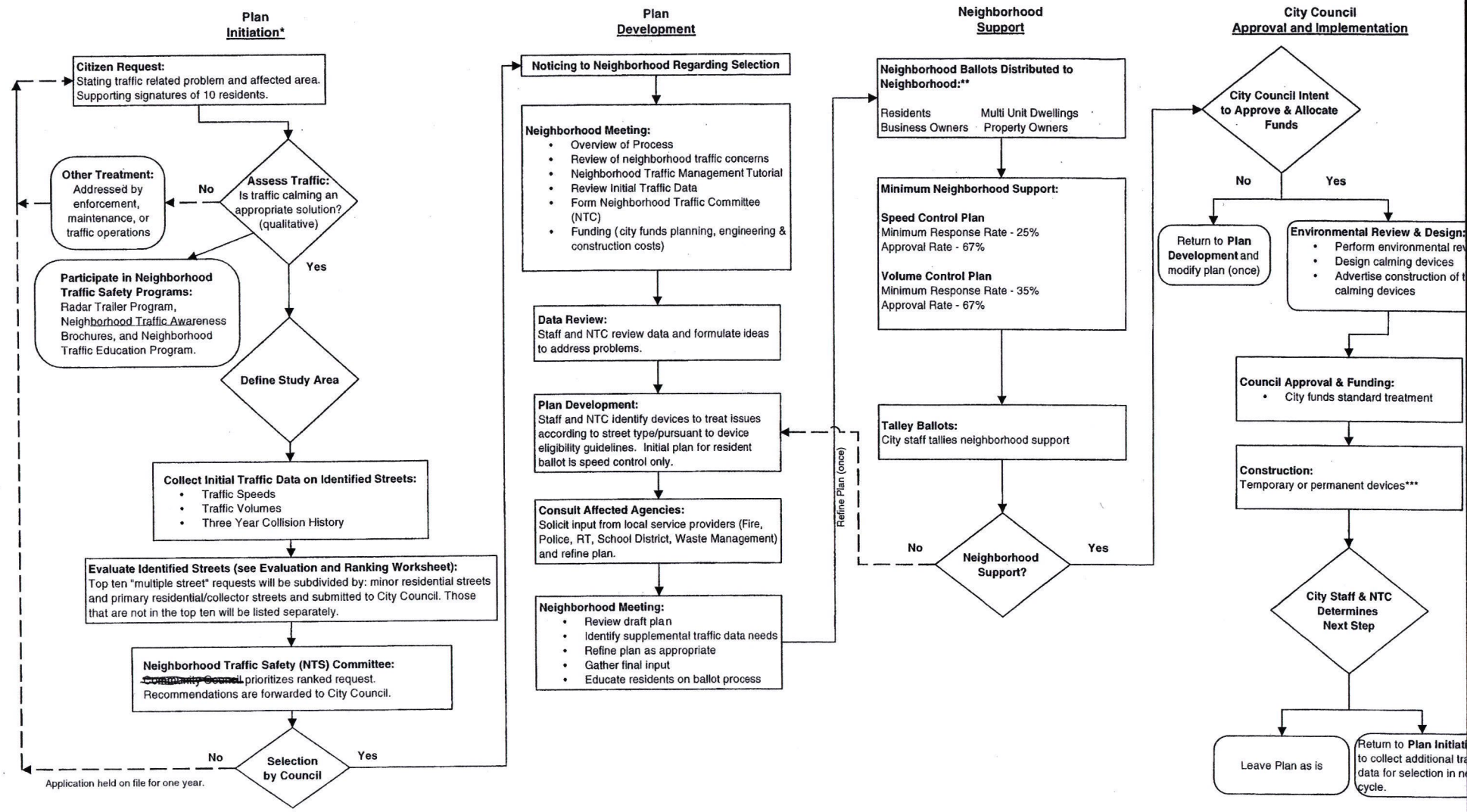


*Assumes quarterly selection for single street plans. Single street is defined as a street with a solution limited to the street in question and that would not result in diversion of traffic.

**Ballots distributed to eligible voters along treated street. Those streets having primary access to the treated street will also receive ballots and will be presented as supplemental information. Multi Unit Dwellings' vote does not count toward the minimum response rate. Ballots include two questions: (1) Would you support the proposed plan? (2) Would you oppose a traffic calming device adjacent to your property?

***Temporary devices are constructed at Staff discretion based on previous experience.

Figure 2 - City of Rancho Cordova Multiple Street NTMP Process



*Assumes annual selection for multiple street plans.

**Ballots distributed to eligible voters along treated street and those streets having significantly affected to access to treated street. Multi Unit Dwellings' vote does not count toward the minimum response rate.
Ballots include two questions: (1) Would you support the proposed plan? (2) Would you oppose a traffic calming device adjacent to your property?

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: 1) Contract Year 1 Update to Council on the Residential Solid Waste Collection and Recycling Services Contract with Allied Waste Services, Inc.

2) Summary Update on Status of AB 939 Planning Process and Commercial Solid Waste Issues

RECOMMENDATION

Receive the staff report and presentation regarding the status of various residential and commercial solid waste programs and issues. Direct staff regarding issues pertaining to improvements to waste services.

BACKGROUND AND SUMMARY

As a new City, Rancho Cordova has assumed responsibility for management and oversight of residential and commercial solid waste collection and recycling programs. The primary objective of this staff report and presentation is to provide an update to Council on the activities of the Public Works Department ("Department") with respect to the development, management and administration of local solid waste programs and issues.

The following list includes solid waste programs and issues for which the Department is currently managing:

- Contractual Issues: including development and administration of several contracts and service agreements, including the residential Collection Services Contract with Allied Waste Services, Inc. ("Allied"), the "non-exclusive commercial franchise agreements" and ordinance with private haulers, and the MOU with Sacramento County for use of the Permanent Household Hazardous Waste Collection Facility.

- Regulatory Compliance: including compliance with the planning, reporting and diversion requirements of AB 939, the new Universal Waste regulations, the "refuse rules" promulgated by the California Air Resources Board, etc.

- Financial Issues: including collection and auditing of residential and commercial franchise fees, regulation of residential rates, and administration of liquidated damages and late fees, etc.

- Inter-Agency Coordination: including discussions with the City and County of Sacramento, and the California Integrated Waste Management Board ("CIWMB"), on numerous local and regional solid waste issues.

- Public Education: including coordination with Allied on residential public education and outreach programs, and potential outreach efforts to the business community, etc.

- AB 939 Planning and Reporting: including preparation and submittal of the required AB 939 planning documents, including the Source Reduction and Recycling Element ("SRRE"), Household Hazardous Waste Element ("HHWE"), and the Non-Disposal Facility Element ("NDFE"), and the preparation of annual reports to the CIWMB to demonstrate compliance with AB 939.

- Grant Administration: including the used-oil block grant, as well as research and preparation of grant applications for other grant funding that may be available.

FISCAL IMPACT

There is no direct fiscal impact related to this staff report or presentation.

In summary, the City received $280,142 in 2005 franchise fee revenues from Allied in accordance with the residential Collection Services Contract. In addition, the City receives commercial franchise fee revenues in the amount of approximately $250,000 per year.

ISSUES AND DISCUSSION

The following provides a summary update of solid waste issues and programs.

I. Background of Residential Collection Services Contract

On October 6, 2003, the Council approved the staff recommendation to proceed with the administration of a competitive procurement process for residential solid waste services. The Council also approved a Professional Services Contract with R3 Consulting Group ("R3") to provide technical assistance on the procurement process. The procurement process was administered concurrently with the City of Citrus Heights.

On March 18, 2004, the Concurrent Request for Proposals for Solid Waste Services was released, and proposals were due on May 6, 2004. The City received two proposals, including one from Allied and one from the County of

Sacramento Department of Waste Management and Recycling ("County"). The City of Citrus Heights received one proposal from Allied.

After carefully reviewing both proposals, the evaluation committee concluded that the proposal from Allied offered the best combination of service, price and benefits for the cities of Rancho Cordova and Citrus Heights.

II. Summary of the Residential Collection Services Contract with Allied

- Term: The Contract provides an initial term of seven (7) years and eleven (11) months, commencing on February 1, 2005 and terminating on December 31, 2012. If the City Manager determines that Allied has met certain performance and diversion goals, the City may offer a three (3) year extension.

- Minimum Diversion Rate: Allied is required to divert from landfill disposal a minimum of forty percent (40%) of all residential solid waste collected under the scope of the Collection Services Contract.

- Franchise Fee: Allied is required to remit ten percent (10%) of gross revenues to the City as a franchise fee. The monthly street sweeping fee is not included in the calculation of the monthly franchise fee.

- Annual Adjustments to Allied Compensation: The compensation paid to Allied for the provision of residential solid waste collection services will be adjusted annually using a multi-indexed methodology that uses annual changes (increases or decreases) in five nationally published commodity and price indices. This adjustment methodology is referred to as the Refuse Rate Index ("RRI").

- Annual Adjustments to Residential Customer Rates: The residential customer rates will be adjusted annually, consistent with annual adjustments to the compensation paid to Allied ("Allied Service Fee"), to maintain a constant level of franchise fees.

- Performance Incentives: Starting in 2007, the Allied Service Fee will be further adjusted annually based upon performance in diverting solid waste collected in Rancho Cordova from landfill disposal through recycling or composting programs. For example, if Allied meets the minimum diversion requirement of 40 percent in the year prior to the rate adjustment, it would receive 100 percent of the calculated annual RRI adjustment. However, if Allied diverts significantly more or less than 40 percent from landfill disposal, the annual Allied compensation will be adjusted accordingly.

- Administrative Charges: In an effort to ensure a high level of service, the Collection Services Contract provides liquidated damages ranging from $100 to $25,000 for non-compliance with specific contractual requirements.

III. Service Comparison

Table 1 below provides a comparison of the services provided by County of Sacramento through January 2005, and the new services provided by Allied which began in February 2005:

Table 1

Residential Service Comparison

Service	Through 01/31/2005	Starting 02/01/2005
Garbage	Weekly	Weekly
Recycling	Bi-Weekly	Bi-Weekly
Green Waste	Bi-Weekly	Bi-Weekly
Extra Greenwaste or Recycling Cart	Yes - at no charge	Yes - at no charge
Bulky Waste	1 scheduled @ 5 cubic yards	3 on-call @ 10 cubic yards
Curbide E-Waste Collection	No (NARS drop-off - $20)	Yes
Curbside Christmas Tree Collection	No (drop-off program)	Yes
City Services (Facilities)	No	Yes
Shopping Cart Removal	No	$4,000 annual payment
Special Clean Up Service *(illegal dumping)*	No	Yes - 480 yards/year
City Sponsored Events	No	Yes
Franchise Fee	No	10%
Diversion ("Recycling") Requirement	None	40%
Clean Air Vehicles	No	Comply w/new CARB rules
New Carts	N/A (County Owned)	Yes (City Owned)
New Trucks	N/A	Yes
Billing and Customer Service	County	Allied

IV. 2005 Franchise Fee Summary

Table 2 below provides a summary of the 2005 franchise fee revenues received by the City in 2005 from the residential Collection Services Contract:

Table 2

2005 Residential Franchise Fee Summary

Note	Revenue Source		Amount
a	2005 Total Residential Revenues	$	3,030,176
b	Street Sweeping ($.90/household/month)	$	(128,617)
c = a - b	Net Revenues	$	2,901,559
*d = c * 10%*	(Gross) 10% Franchise Fee	$	290,156
e	San Joaquin County Government Fees	$	(10,014)
f = d - e	Net 2005 Franchise Fees	$	280,142

Please note that in addition to the residential franchise fees, the City receives an annual shopping cart program reimbursement from Allied in the amount of $4,000 and commercial franchise fees in the range of $250,000 per year.

V. Garbage Cart Distribution Summary

Allied provides residential garbage collection services in 32, 64 and 96-gallon garbage carts. Table 3 below provides a 2005 garbage cart distribution summary for the City of Rancho Cordova.

Table 3

2005 Garbage Cart Summary

Garbage Cart Size	Customer Count	%
32-gallon	1,600	11%
64-gallon	11,950	83%
96-gallon	864	6%
Total	**14,414**	**100%**

VI. Rate Summary

Table 4 below provides a 2005 residential rate summary for the City of Rancho Cordova.

Table 4

2005 Residential Rate Summary*

	32-gallon	64-gallon	96-gallon
Allied Service Fee	$13.76	$16.44	$21.83
Franchise Fee and Street Sweeping Fee	$2.43	$2.73	$3.33
Customer Rate	$16.19	$19.17	$25.16

**Please note that the customer rate is dependent on the size of the garbage cart, and includes all residential services and programs.*

Article 4 of the Collection Services Contract allows Allied to submit financial information to the City annually by March 1 to calculate the annual adjustment to the Allied Service Fee. The annual rate adjustment is calculated using the "Refuse Rate Index" methodology as specified in Exhibit 2 of the Collection Services Contract, and will take effect annually by April 1.

As of the date of this staff report, the 2006 rate increase data is not available. However, the information will be presented at the City Council presentation on February 21, 2006.

VII. 2005 Residential Solid Waste Tonnage Summary

According to preliminary information received from Allied, in 2005 it collected a total of 23,693 tons of residential solid waste and recyclables. Of that amount, 12,775 tons (53.9%) were disposed and 10,918 tons (46.1%) were recycled.

Table 5 below provides a 2005 residential solid waste tonnage summary:

Table 5

2005 Residential Solid Waste Tonnage Summary

Source	Tons	% of Total
Gargage (carts)	10,996	46.4%
Garbage (NCU)*	1,779	7.5%
Total Disposal	*12,775*	*53.9%*
Curbside Recycling	4,187	17.7%
Green Waste	6,632	28.0%
NCU Recycling*	99	0.4%
Total Diversion	*10,918*	*46.1%*
Total Tons	***23,693***	***100.0%***

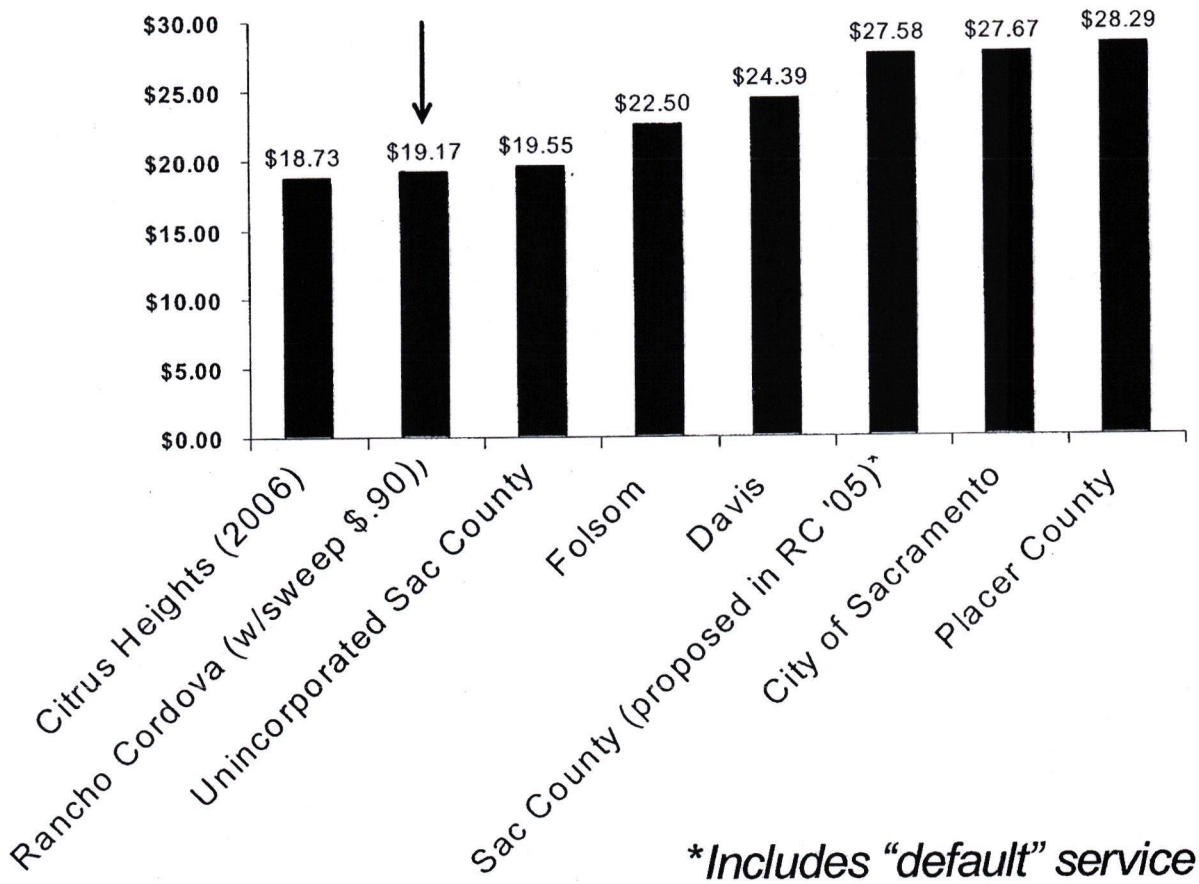
** NCU = On-Call Neighborhood Cleanup Program*

VII. Residential Rate Survey

Exhibit 1 below provides a regional survey for residential solid waste rates. It should be noted that different municipalities have varying programs and service levels, which prevents a direct comparison of rates. However, a regional rate survey does provide a broad indicator of how a jurisdiction generally compares in the region.

Based upon the data provided in Exhibit 1, the residential solid waste rates in Rancho Cordova are very competitive, especially given the range of programs and services provided under the Collection Services Contract.

Exhibit 1
Regional Residential Rate Survey



VIII. On-Call NCU Program Summary

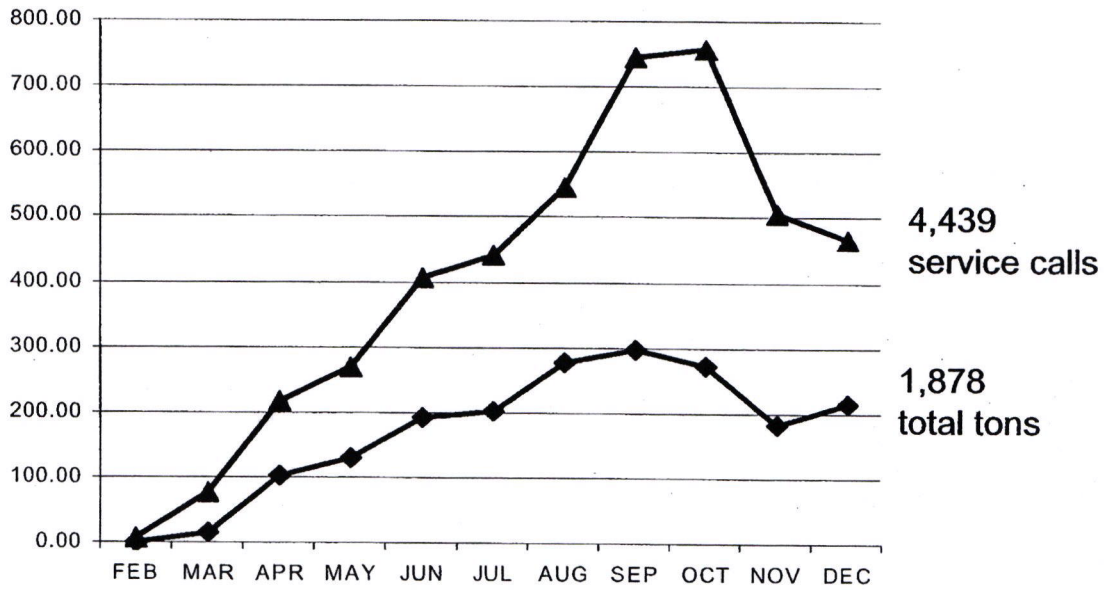
A major programmatic change with the new residential Collection Services Contract is the implementation of the "on-call" Neighborhood Clean-Up ("NCU") program. In the previous program operated by the County, residents received postcards several weeks prior to collection. The disadvantages of the old program were that the residents were subject to the schedule of the County, the program resulted in significant scavenging in County neighborhoods, each resident received a maximum of five cubic yards of service per year, and there were significant visual impacts resulting from piles of debris placed on the streets for days or weeks prior to collection.

In the new Rancho Cordova program, residents may call up to three times per year, and Allied will provide service within 48 hours. In addition, residents may place up to 10 cubic yards of material out for collection, meaning the service level has increased from 5 to 30 cubic yards per household per year in the new program. The primary advantages of the new program include increased customer service (48-hour response time), reduced scavenging because entire neighborhoods don't have debris in the street simultaneously, reduced safety

issues and visual impacts, etc. In addition, residents may include tires and electronic waste in the new NCU program, which is a major service enhancement from the old program. E-waste includes computers, printers, and devices with screens containing cathode ray tubes ("CRT").

One of the primary challenges during 2005 has been to educate residents about the logistics of the "on-call" program. Allied and City staff will continue to work together to educate residents about the new program. Exhibit 2 below provides a 2005 program summary, which shows that the number of monthly service calls received increased steadily from February through October, 2005. There was a drop-off during the holidays, which is consistent with industry standards for this type of program. The primary objective of City staff and Allied are to have upward annual trends in the number of service calls and total tons collected.

Exhibit 2
2005 Neighborhood Clean-up Program Summary



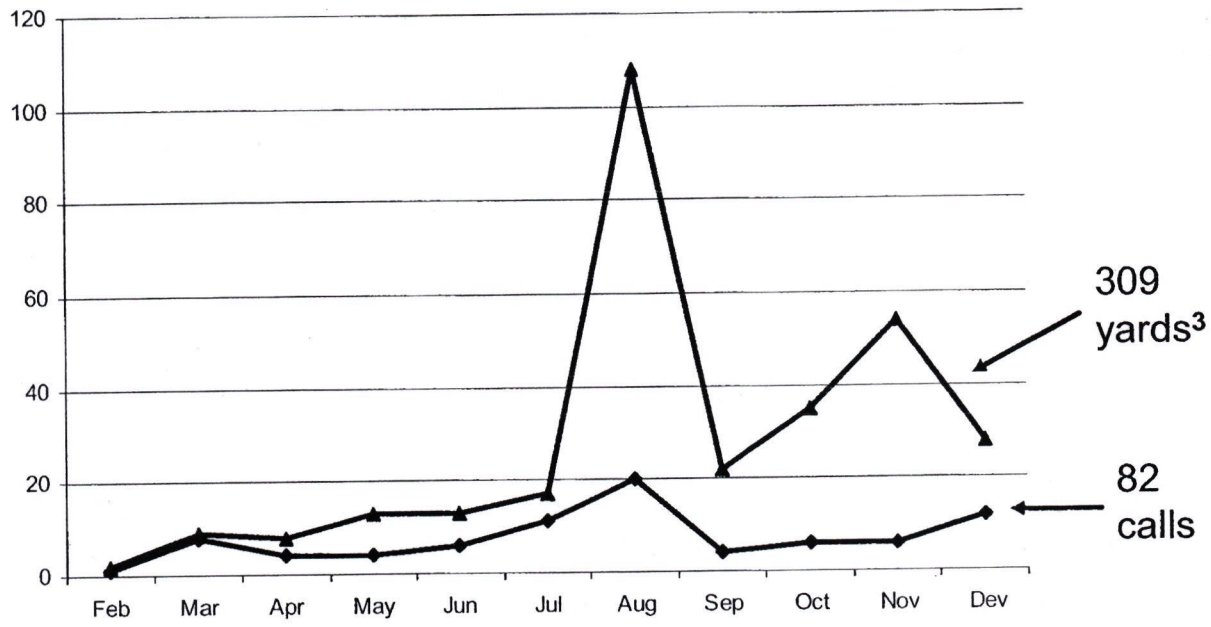
IX. Status of Illegal Dumping Issues

Illegal dumping has historically been a problem in Rancho Cordova. The factors that have contributed to illegal dumping are primarily the close proximity to Kiefer Landfill and the (previously) remote areas adjacent to south Sunrise Blvd.

The Allied contract includes up to 480 cubic yards per year of illegal dumping clean-up service at no additional charge to the City. In 2005, Allied responded to 82 service calls and collected 309 cubic yards of illegally dumped material. Allied therefore serviced the City's illegal dumping needs in 2005 at no additional charge in accordance with the Collection Services Contract.

The primary strategies to mitigate illegal dumping issues include effective public education and outreach of the NCU program, and effective code enforcement activities. Exhibit 3 below provides a 2005 illegal dumping summary.

Exhibit 3
2005 Illegal Dumping Summary



X. Universal Waste Update

As of February 9, 2006, new regulations from the California Department of Toxic Substances Control made it illegal to dispose of materials referred to as "Universal Waste" or "U-Waste". U-Waste materials include electronic devices (televisions, computers, cell phones, radios), household batteries, fluorescent tubes, thermostats, empty aerosol cans, electrical switches and relays, mercury gauges, etc.

Allied and City staff are working together to develop strategies to comply with the new U-waste regulations. The strategies under consideration include collecting U-waste materials in the NCU program, expanding the MOU with Sacramento County for Household Hazardous Wastes in include U-waste, establishing drop-off locations throughout the City, and implementing a "mail-in" program for certain materials, including cell phones and batteries. The Council will be updated shortly on the status of the U-Waste program.

not very mobile senior w/ hearing aid batteries

XI. Christmas Tree, Oil and Oil Filters

The Collection Services Contract includes several other collection programs, including Christmas trees, motor oil and used-oil filters, and CRT screens. The following provides a 2005 summary for these materials.

- Christmas Trees: Allied is required to collect Christmas trees on the curb during the three week period after Christmas, and in the green waste cart any time. Allied reported that it collected approximately 2,600 Christmas trees during the 2005 holiday season.

- Used Motor Oil: Allied is required to collect used motor oil placed in containers on the curb next to the garbage cart. Allied provides containers to residents for the collection of used oil, or will collect oil placed in containers provided by the resident. Allied reported that it collected 5,953 gallons of used-oil in 2005.

- Used Oil Filters: Allied reported the collection of 1,099 oil filters in Rancho Cordova in 2005.

- CRT Screens: Allied reported that it collected 91 devices with CRT screens in the NCU program in 2005.

XI. Used-Oil Block Grant

In June 2005, the City submitted an application to the California Integrated Waste Management Board for a used-oil block grant. The City received a grant award in the amount of $14,000 and is currently working with Allied to develop a plan for the funds. Alternatives include public education materials, support for certified used-oil collection centers, truck signs, etc. Staff will update Council on the status of the grant funds.

XII. Update on AB 939 Compliance

As a new City, Rancho Cordova must comply with AB 939, which places the following three primary requirements on cities and counties in California.

- Diversion Requirement: By the year 2000, California cities and counties were required to divert a minimum of fifty percent of solid waste generated within the boundaries of the jurisdiction from landfill disposal. Diversion may be accomplished through the implementation of source reduction, recycling, composting and transformation (incineration) programs.

- Planning Requirement: AB 939 requires California cities and counties to prepare, adopt and submit to the CIWMB a series of planning documents, including a Source Reduction and Recycling Element, a Household Hazardous Waste Element, and a Non-disposal Facility Element. The primary objectives of the documents are to provide a plan for compliance with the 50 percent diversion requirement of AB 939.

  SRRE

  On November 7, 2005, the City Council held a "consent public hearing" and adopted the final draft AB 939 planning documents. The documents were formally submitted to the CIWMB on December 15, 2005, and are currently under review by CIWMB staff.

- Reporting Requirement: California cities and counties must submit annual reports to the CIWMB to demonstrate compliance with the diversion requirements of AB 939.

Initial Results of the Solid Waste Generation Study: As a new City, Rancho Cordova is also required to prepare a Solid Waste Generation Study ("SWGS"). The SWGS is included and the SRRE document and is intended to establish a "baseline" waste generation and diversion rate for the City. Calendar year 2004 was established as reference base year and resulted in the following initial findings:

- 145,950 tons of municipal solid waste were generated in Rancho Cordova in 2004;
- Of this amount, 70,489 tons were disposed and 75,461 tons were diverted from landfill disposal through source reduction, recycling, composting and transformation activities; *(subject to approval by the CIWMB)*
- *The preliminary 2004 diversion rate for 2004 is 51.7 percent (subject to approval by the CIWMB);*
- Based upon the 2004 Rancho Cordova population estimate of 54,676, a total of 2.6 tons per person of municipal solid waste were generated in Rancho Cordova in 2004; and
- A total of 14.5 pounds per person per day of solid waste were generated in Rancho Cordova in 2004.

City staff have attended several meetings with CIWMB staff in order to assist in the review of the Rancho Cordova AB 939 planning documents. Staff anticipate that the planning documents will be approved by the CIWMB in early Spring 2006.

XIII. Update on Commercial Solid Waste Issues

Background: Prior to incorporation, the corporate limits of the City of Rancho Cordova were included in the SWA region (Sacramento Regional Solid Waste Authority). The SWA is a joint powers authority comprised of the County of Sacramento and the cities of Sacramento and Citrus Heights. The primary responsibilities of the SWA are to regulate private solid waste haulers that provide solid waste collection and recycling services to commercial businesses and multi-family complexes in the SWA region. Upon incorporation, the City of Rancho Cordova made a policy decision not to join the SWA.

SWA "Franchisee" Requirements: There are currently 16 permitted commercial solid waste haulers ("franchisees") operating in the SWA region. The SWA non-exclusive franchise agreement places the following requirements on the haulers:

1) 30 Percent Diversion (Recycling) Requirement: the SWA franchisees are required to divert a minimum of 30 percent of the solid waste they collect from commercial accounts, either in bins or debris-boxes, in the SWA region.

2) 8 Percent Franchise Fee: the SWA franchisees are required to pay an 8 percent franchise fee on revenues collected for solid waste services provided. As stated above, the 8 percent franchise fee generates revenues in Rancho Cordova in the range of $250,000 per year.

3) Quarterly Reporting: the SWA franchisees are required to submit quarterly reports to the SWA on various operational issues, including tons of solid waste collected, recycled and disposed, facilities used, etc.

The SWA franchisees have long claimed that the 30 percent diversion requirement is unattainable for a variety of reasons. The SWA staff *(County staff)* have therefore been working with the franchisees on a proposal to revise the current system from a "hauler" diversion requirement to a "generator" diversion requirement.

Status of Rancho Cordova Commercial Franchise Agreements: In September 2003 the City Council adopted Ordinance 15-2003, which allowed permitted SWA franchisees to operate in the City of Rancho Cordova through the end of 2005.

In early 2005, City staff began working on a Rancho Cordova commercial solid waste franchise agreement and ordinance, and it was the initial intention of staff to execute a franchise agreement and ordinance that were functionally similar to the SWA Ordinance. However, the commercial franchisees opposed the intent of the City to use the SWA documents as the foundation for the Rancho Cordova franchise agreement and ordinance, primarily because they opposed the thirty percent diversion requirement.

On November 7, 2005, the City Council therefore adopted Resolution 140-2005, which allowed the City Manager to execute commercial franchise agreements with a one-year term through the end of 2006. Staff are currently working with the haulers on the development of a new regulatory mechanism to be included in the new commercial franchise agreement and ordinance. The primary objectives of staff are to comply with the diversion mandates of AB 939, minimize disruption to local businesses, and minimize staff and time and resources to administer the program. The new franchise agreements and ordinance must be executed before the end of calendar year 2006, and staff will report back to the City Council shortly on the project status.

City trash plan

construction debris

CONCLUSION

The City has made significant progress with regards to the development, implementation and management of the Rancho Cordova solid waste programs. The Public Works Department will continue to manage local solid waste issues, and will provide regular updates to Council on the status of solid waste issues.

Bar contractors residential & commercial

Memorandum

Date: February 21, 2006

To: Mayor and City Council

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

Subject: Review of Draft Housing Program/Housing Element

RECOMMENDATION

Staff recommends that the City Council consider the housing programs in the Draft Housing Element and do one of the following options:

1. Direct staff to proceed with submittal of the Draft Housing Element to the State Housing and Community Development Department (HCD) for initial review; or

2. Direct staff to continue researching housing programs for further consideration by the City Council.

BACKGROUND

Over the last year, the City of Rancho Cordova has been discussing housing issues as they relate to the City's Housing Element. City meetings regarding housing in Rancho Cordova are listed below.

- January 20, 2005. Staff presented to the General Plan Advisory Committee an introduction to housing terms and policy options/considerations related to the Housing Element of the General Plan.

- February 17, 2005. The General Plan Advisory Committee hosted a workshop to identify key issues that the Housing Element should solve.

- March 16, 2005. City Council held a Joint Special Meeting with the General Plan Advisory Committee to discuss housing issues and policy considerations. This meeting served as an introduction to housing terms and policy options.

- March 17, 2005. The General Plan Advisory Committee discussed housing objective prepared in response to comments and direction from the March 16th Joint Special Meeting.

- January 24, 2006. City Council Housing Workshop to present the input received to date on housing, specific local and regional housing needs, and housing programs being implemented throughout California.

AGENDA ITEM # 10

- February 14, 2006. Staff and Councilmember Cooley attended a regular meeting of the BIA to discuss the Housing Element process and hear suggestions on potential housing program solutions.

- February 15, 2006. Housing Element Meeting for interest groups to discuss potential and preferred housing program solutions with a focus on mixed-income housing solutions.

ANALYSIS

City Council members provided substantial input and direction regarding proposed housing programs for the City at their January 24, 2006 workshop. Staff responded to additional data requests from individual Council members and completed preparation of a Draft Housing Element and Housing Needs Assessment for review and consideration by City Council, interest groups, and general public.

Over the last year, we've heard consistently that housing is a high priority for the City and that addressing the housing issues is necessary to ensure a balanced community (economically and socially). The City incorporated in 2003 as a jobs rich community with aging homes and apartments that could not serve the workforce. Rancho Cordova has a high proportion of rental housing and housing and rental prices that are more affordable than most areas of the region. Housing solutions will need to ensure that the mix of housing in the future will match the community's housing needs and solve the communities housing problems.

The primary issue that remains unresolved is the program solution for mixed-income housing. Staff has drafted general options in the Housing Element document. Additional materials discussed with interest groups will be presented at the meeting. Several options to proceed are listed in the section below.

NEXT STEPS

Legally, the City is required to submit the Draft Housing Element to the State Department of Housing and Community Development (HCD). For new cities, the Initial Review period established by HCD is 90 days. However, we will be requesting an expedited review period in order to maintain our project schedule. In accordance with the conditions of our General Plan Extension request granted by the State Office of Planning and Research (OPR), the City's Draft Housing Element will need to be submitted to HCD by March 31, 2006. Additionally, if the General Plan is to remain on schedule for adoption by June 30 of this year, the General Plan EIR will need to be released by March 15, 2006.

Options to proceed are listed below:

1. Move forward with a basic framework to address mixed-income housing and defer the specific details and solutions to an Ordinance to be adopted within a few months after adoption of the General Plan.

2. Determine that the specific mixed-income housing solutions need to be addressed in the Housing Element and either separate the Housing Element from the General Plan to maintain the project schedule or slow down the entire General Plan to resolve this housing program issue.

Attachments:

The Draft Housing Element and Housing Needs Assessment (dated February 10, 2006) were provided to the City Council under separate cover. These documents are available electronically for download from the City's website (http://gp.cityofranchocordova.org) and hard copies are available in the Planning Department.

MEMORANDUM

DATE: **FEBRUARY 21, 2006**

TO: **CITY COUNCIL**

FROM: **PAUL JUNKER, PLANNING DIRECTOR**

SUBJECT: **AMERICAN RIVER PARKWAY CONCEPTUAL PROPOSALS**

STAFF RECOMMENDATION

Staff recommends the Council review the conceptual proposals related to the American River Parkway Plan, provide direction for revisions as needed, and direct staff to continue moving forward to the Parkway Plan Update Citizens Advisory Committee (UCAC) for further consideration.

BACKGROUND

In 2002-2003 the County of Sacramento began the process of updating the American River Parkway Plan. A community advisory group, the Update Citizens Advisory Committee (UCAC), was appointed by the City of Sacramento, Sacramento County and Rancho Cordova to provide recommendations on the Update to elected officials. The UCAC has been working in conjunction with staff from California Exposition and State Fair; City of Sacramento, Department of Parks and Recreation; City of Sacramento, Department of Planning and Building; County of Sacramento, Department of Regional Parks, Recreation, and Open Space; County of Sacramento, Department of Planning and Community Development; Sacramento Area Flood Control Agency (SAFCA); Sacrament Water Forum; City of Rancho Cordova Planning Department and Cordova Recreation and Park District (CRPD); to complete the update process.

The majority of the update focus thus far has been on the River Corridor Management Plan and the lower reaches of the American River Parkway. SAFCA obtained grant money from CalFed and the Department of Water Resources that allowed an extensive study of the Discovery Park, Woodlake and Cal Expo Area Plans. This phase of the update process, the Integrated Area Planning Phase (IAP), has been completed and now the focus of the update has turned toward the balance of the Parkway Planning Areas.

Due to the length of time taken in evaluating the lower reaches of the River, County Planning is expediting the balance of the update process. However, the County was very concerned that the City of Rancho Cordova and CRPD would not have a chance to

AGENDA ITEM # 20

address their interests for that area of the Parkway that lies within the city limits. Staff from all agencies discussed this issue and chose to proceed in a manner that would accommodate the City and CRPD and allow the presentation of their ideas.

On December 29, 2005 staffs from the City and CRPD met to begin a dialog between senior staff from County Planning and County Parks and Recreation concerning Rancho Cordova's interests in the American River Parkway. At this meeting, County Staff suggested the City conduct a workshop/tour to acquaint the UCAC with the City's and CRPD's proposals – a meeting that was held on February 4, 2006. Through this meeting, valuable direction was received on which conceptual proposals would be generally accepted by the UCAC.

In preparation for the February 4th workshop/tour, City and CRPD staffs met with the Council appointed American River Parkway Sub-Committee to discuss the conceptual proposals. Staff met with Councilmember Budge on January 13th and Mayor McGarvey on January 16th to gain their input, insight and direction on the conceptual ideas. Based on the Sub-Committee's direction staff proceeded to schedule the workshop/tour for the UCAC.

The workshop/tour was successful with approximately 60 members of the public attending; this number included eight (8) UCAC members. Planning and CRPD staff presented the conceptual proposals and a great deal of discussion ensued with outstanding input from the participants. Staff has used the input gathered at the February 4th workshop/tour in the preparation of this presentation for the Council.

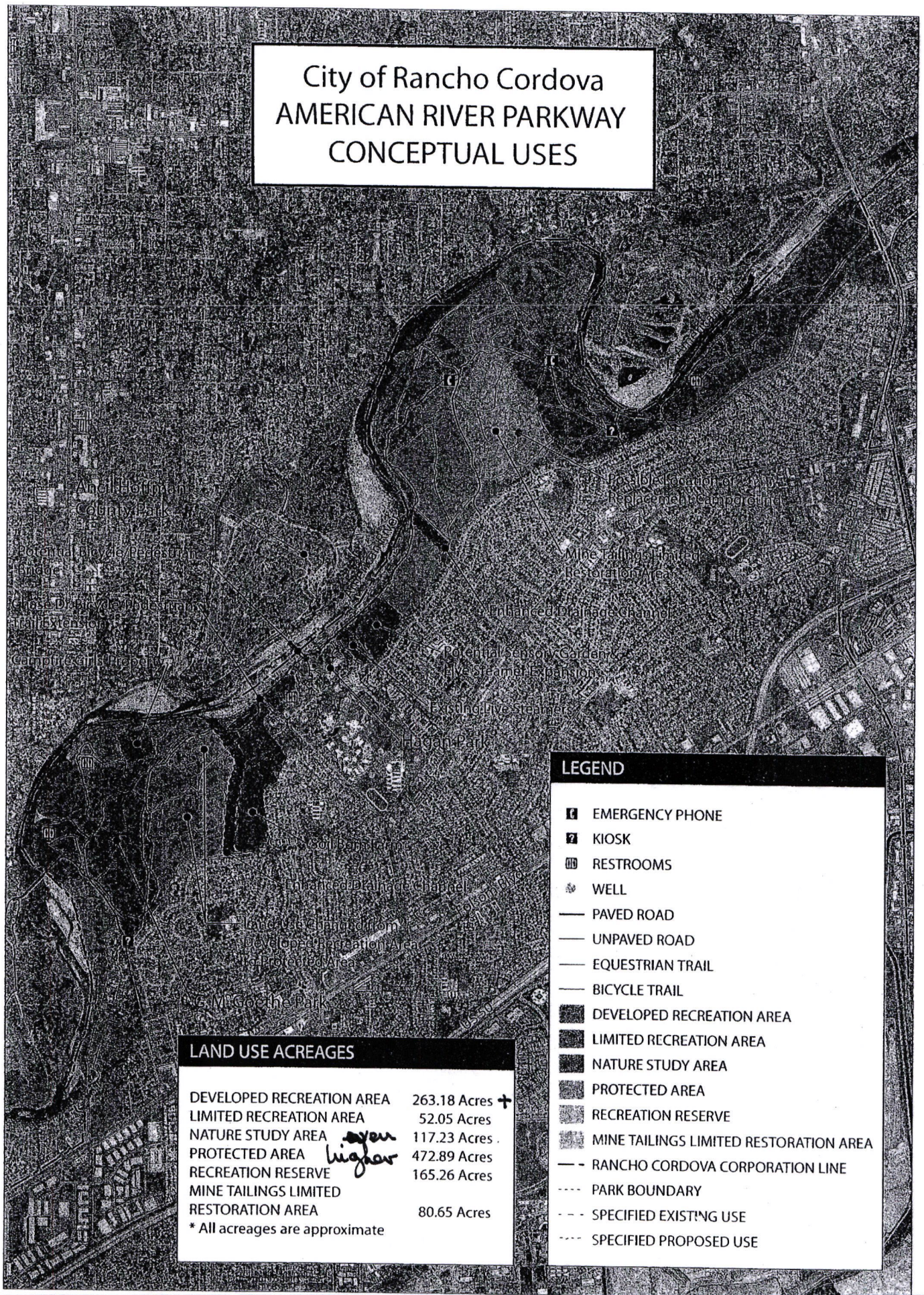
SUMMARY

Due to the County's current schedule to complete the Parkway Plan Update, the City and CRPD have worked very quickly to develop ideas that represent the community's interests. This presentation will allow the full Council to consider the proposals developed by City and CRPD staff and to provide direction on these important proposals.

Attachments

1. Handout of Proposed Conceptual Uses

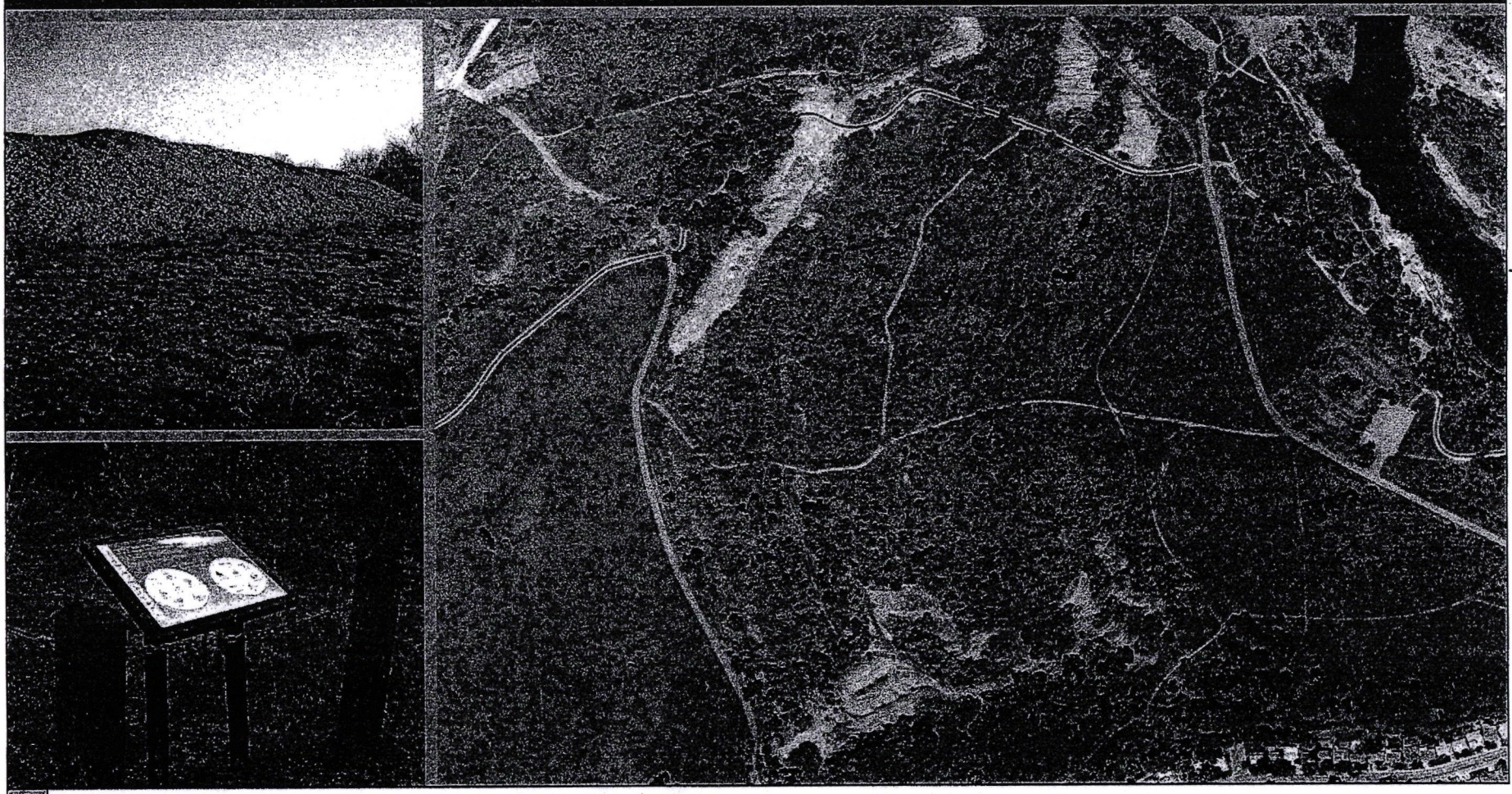

City of Rancho Cordova
AMERICAN RIVER PARKWAY
EXISTING USES
Ancil Hoffman County Park
Campfire Girls Property
Existing Live Steamers
Hagan Park
Soil Born Farm
Mr. Goethe Park
LEGEND
EMERGENCY PHONE
KIOSK
RESTROOMS
WELL
PAVED ROAD
UNPAVED ROAD
EQUESTRIAN TRAIL
BICYCLE TRAIL
DEVELOPED RECREATION AREA
LIMITED RECREATION AREA
NATURE STUDY AREA
PROTECTED AREA
RECREATION RESERVE
RANCHO CORDOVA CORPORATION LINE
PARK BOUNDARY
LAND USE ACREAGES
DEVELOPED RECREATION AREA 258.47 Acres
LIMITED RECREATION AREA 88.32 Acres
NATURE STUDY AREA 117.23 Acres
PROTECTED AREA 435.80 Acres
RECREATION RESERVE 263.91 Acres
* All acreages are approximate


City of Rancho Cordova
AMERICAN RIVER PARKWAY
CONCEPTUAL USES
Ancil Hoffman
County Park
Potential Bicycle/Pedestrian
Tunnel
Chase Dr. Bicycle/Pedestrian
Trail Extension
Campfire Girls Property
Possible Location of
Replacement Campground
Mine Tailings Limited
Restoration Area
Enhanced Drainage Channel
Potential Sensory Garden &
Live Steamer Expansion
Existing Live Steamers
Hagan Park
Golf Course
Enhanced Drainage Channel
Land Use Change from
Developed Recreation Area
to Protected Area
Dr. Mc Goethe Park
LEGEND
EMERGENCY PHONE
KIOSK
RESTROOMS
WELL
PAVED ROAD
UNPAVED ROAD
EQUESTRIAN TRAIL
BICYCLE TRAIL
DEVELOPED RECREATION AREA
LIMITED RECREATION AREA
NATURE STUDY AREA
PROTECTED AREA
RECREATION RESERVE
MINE TAILINGS LIMITED RESTORATION AREA
RANCHO CORDOVA CORPORATION LINE
PARK BOUNDARY
SPECIFIED EXISTING USE
SPECIFIED PROPOSED USE
LAND USE ACREAGES
DEVELOPED RECREATION AREA 263.18 Acres +
LIMITED RECREATION AREA 52.05 Acres
NATURE STUDY AREA even 117.23 Acres
PROTECTED AREA higher 472.89 Acres
RECREATION RESERVE 165.26 Acres
MINE TAILINGS LIMITED
RESTORATION AREA 80.65 Acres
* All acreages are approximate

leave tailings - do interpretation instead

STOP 2: RESTORE TAILINGS IN RECREATION RESERVE (ROSSMOOR BAR)

The 1985 Parkway Plan proposed a "Recreation Reserve" land use designation to "identify areas of undeveloped land which should be held in an undeveloped state in order to ensure an availability to meet future recreational needs." The tailings located in the Recreation Reserve at Rossmoor Bar would be an excellent place to carry out limited restoration and provide a river history interpretive area. The restoration of a limited portion of the tailings could accommodate the installation of strategically placed trails and informational signage explaining the cultural and historical background of the area and the nation while illustrating the techniques and methods that made the areas along the American River so productive in terms of agriculture and industry. This would add to a developing synergy at nearby Hagan Park where the existing Petting Barn and Live Steamers Railroad Museum have become important educational facilities.



no bicycles

rec reserve open to habitat restoration

STOP 3: POSSIBLE BIKE/PEDESTRIAN BRIDGE CONNECTION (HAGAN PARK)

A pedestrian/bicycle bridge from Hagan Park to Ancil Hoffman Park would serve a variety of recreational needs. Such a connection would make important facilities on the north side of the river available to Rancho Cordova residents, thus enhancing use of the facilities and expanding the benefits of existing facilities. Such a bridge would also enhance bicycle circulation, providing a more desirable route for Carmichael bicyclists to reach jobs or Light Rail in Rancho Cordova.



add a new route for the bike trail to add to the wildlife corridor.

SPFCA wants areas for restoration

STOP 4: SENSORY GARDEN/ARBORETUM AND LIVE STEAM TRAIN EXPANSION

Sensory Garden/Arboretum

The main focus of the 20 +/- acre area is a Sensory Garden/Arboretum for the enjoyment and education of the entire community with a particular focus on the segment of special needs community. Sensory gardens can serve many functions and can be designed for use as venues for teaching, socializing, healing and horticultural therapy. The ill or weakened can be enlivened and renewed physically, mentally, or spiritually by sensory gardens. Individuals with impairment of one or more of their five senses may find special enjoyment because they may have enhanced perception in their other senses.

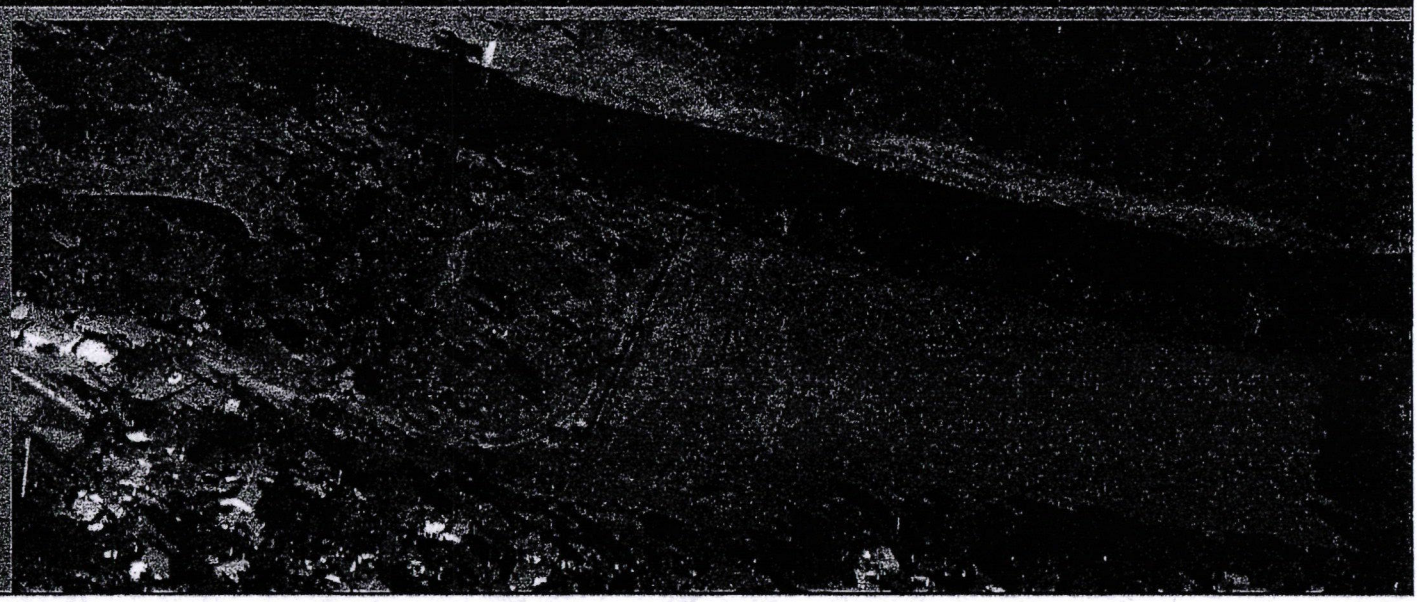
The Sensory Garden may make up only a portion of the 20+/- acres and could be incorporated into a larger arboretum. The goal of this type of facility would have to very clear and focus on enhancing the natural beauty of the existing parkway. No significant structures would be constructed as a part of the arboretum. A carefully designed arboretum would express a very positive ethic about a harmonious fit between natural systems and human activity.

Live Steamer Trains

The Sacramento Valley Live Steamers Railroad Museum (SVLS Railroad) was re-chartered as a museum last year and has received State recognition as an interactive interpretive museum. The SVLS Railroad Museum is currently listed in the schoolteacher's resource guide and offers a regular schedule of interactive educational programs for school children grades K-7. The "railroad" could be expanded into the 20 +/- acre area adjacent to the existing "railroad" complex become incorporated into the proposal for a sensory garden and arboretum.

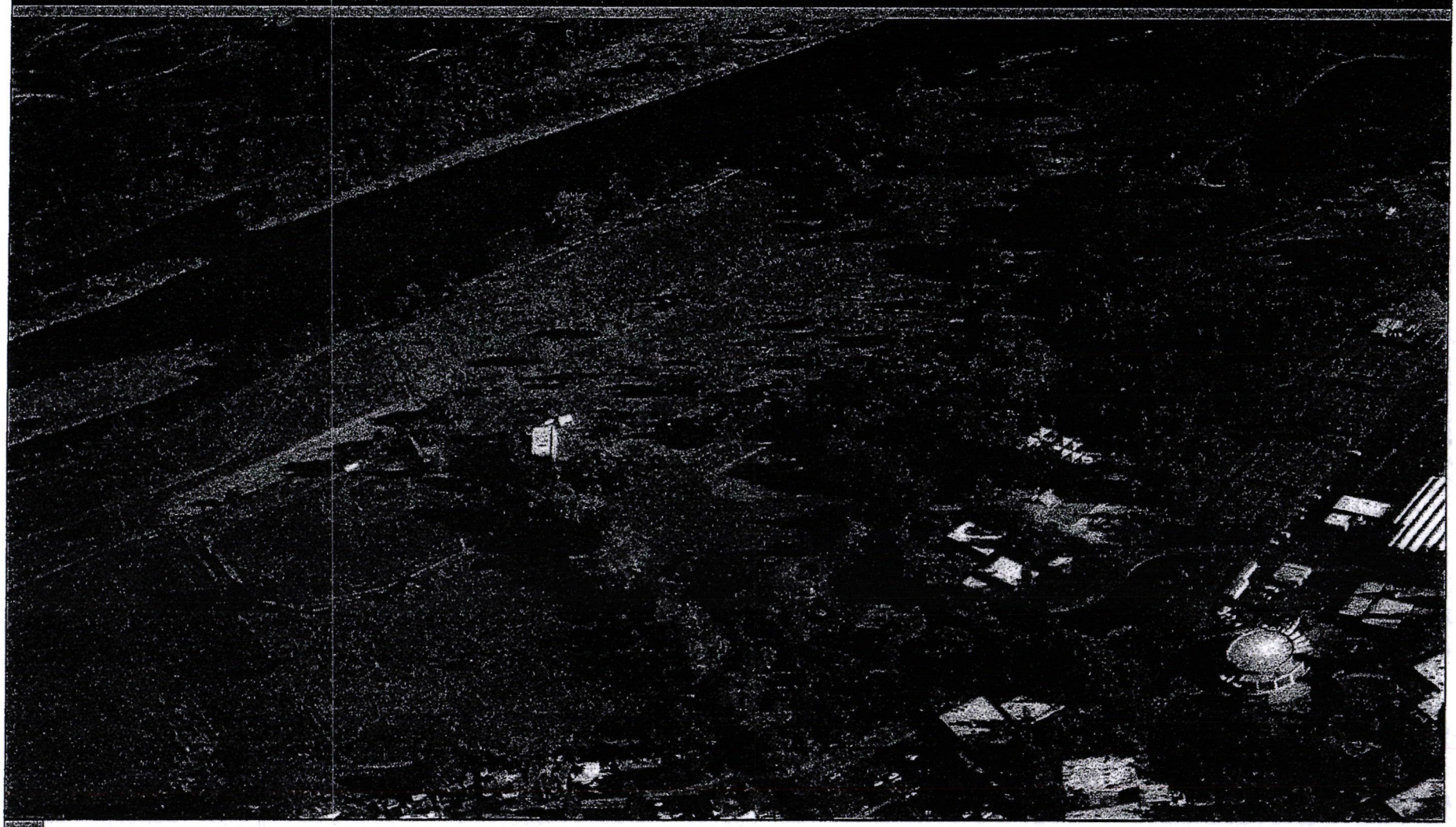






STOP 5: IMPROVE BIKE TRAIL ACCESS FROM CHASE DRIVE (END OF CHASE DRIVE)

Currently bicyclists and pedestrians traveling into Hagan Park on Chase Drive are required to follow a circuitous route through Hagan Park to access the bike trail. This is an inconvenience for commuters wishing to access the bike trail. The construction of a bicycle/pedestrian trail, extending access from Chase Drive would serve to provide a direct and convenient connection to the Parkway bike trail.



STOP 6: RESTORATION, INTERPRETIVE EDUCATION, AND FARM/NATIVE PLANT NURSERY

1. Reassignment of Land Use Designations

1. Between the bike trail and the outfall drainage channel there are fields that have historically been used for agriculture purposes. The current land use designations for these fields are divided between Protected Area and Developed Recreation. The two Developed Recreation areas total approximately 40 acres +/-. If the two land use areas of Developed Recreation were changed to Protected Area this would create a large section that could then be used for restoration and mitigation.



STOP 6: RESTORATION, INTERPRETIVE EDUCATION, AND FARM/NATIVE PLANT NURSERY

1. **Reassignment of Land Use Designations**

2. East of the existing outfall channel is 77 +/- acres with a land use designation of Limited Recreation. The northern portion of this Limited Recreation is adjacent to Hagen Park and the existing softball field. The 40 +/- acres of Developed Recreation would be more appropriately placed in this area to be used in conjunction with Hagen Park.

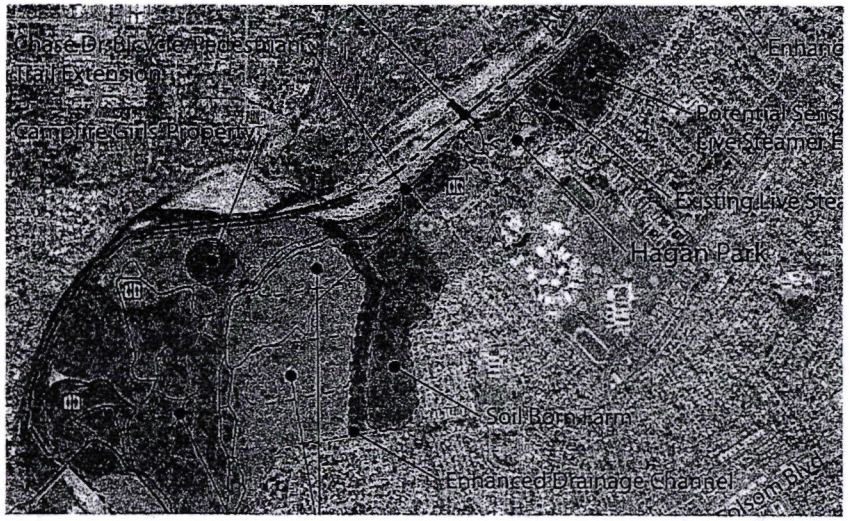


NOTES

EXISTING LAND USE



PROPOSED LAND USE



STOP 6: RESTORATION, INTERPRETIVE EDUCATION, AND FARM/NATIVE PLANT NURSERY

2. Natural Plant Nursery/Organic Farm

The 1985 Parkway Plan recognizes that various forms of agricultural production have been occurring in the Parkway for the last half century. It also recognizes that farms now are recognized as important open space resources that protect habitat, preserve view sheds and can be used to educate the urban public. The 1985 Plan proposed a native plant nursery and demonstration garden for the approximately 40-acre site east of the outfall drainage channel. The land use designation for this area is Limited Recreation. Under the existing Parkway Plan agriculture operations are permitted in the Limited Recreation land use designation. There is currently an interest by Shawn Harrison of Soil Born Farms and the Native Plant Society to utilize this area as a native plant nursery and organic farm.



STOP 6: RESTORATION, INTERPRETIVE EDUCATION, AND FARM/NATIVE PLANT NURSERY

3. Stream Restoration Projects

Currently, two urban drainage channels enter the American River Parkway from Rancho Cordova and drain into the American River. The first channel, located east of Hagen Park, in the Rossmoor Bar area, currently conveys only urban runoff, but is expected to carry substantial volumes of groundwater that has been reclaimed through Aerojet's Boeing's groundwater remediation programs. Not only can this channel be restored to a natural profile and revegetated as a spur of riparian habitat, the year round flows to be created by groundwater operations offer an opportunity to create a wonderfully inviting setting that would be green all summer.

The second channel proposed for restoration is west of Hagen Park and adjacent to the current Soil Born Farms operation. This channel, which conveys significant urban flows during storm events, has very steep, armored side slopes and a deep channel that could pose safety threats to Parkway users. This channel is proposed for restoration through grading that would widen the profile, add gentle meanders and bends, allow for revegetation with native plant and the development of a wetlands area. With proper design and development, this area could become a regional wetlands interpretive center for the education of children and adults in the entire Sacramento area.



Margie Goodin

lives on Ambassador

Sherry Hostler

land use changes - our backyard is the river - keep it natural - doesn't want taxes to go up - maintenance - don't just keep on adding fees to builders - no new fees for new things - will the campground become affordable hsg?

Valerie Latham

why hasn't RC been involved before? more access off Ambassador would be bad - can we have any say in the Plan? likes the ideas

Robt Davis

on Ambassador for 7½ yrs - likes the bridge idea - sharing the assets - use it to get to Effie Yeaw.

Pam McAlister

liked the flyer

Bob Hanson

here 40 yrs - Mom is 2 doors down - don't bring more people into area - privacy

Homeless are out there.

age is tough

Betsy Wayland

SARA - come - sit & listen - express your opinions -

Mark Schroeder

new to RC - on Rosemoor - Nov 2004 - uses Parkway every day - neighbours have lived there 40 yrs - approves of ped bridge

Doug Hilton

Cat Hench

flyer notified here of Parkway Plan - nothing is impossible - it's all a conversation starter - not voting on a garden, voting on starting a conversation.

Paul to do an outreach mtg.

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Paul Junker, Planning Director
Greg Foell, General Manager, Cordova Recreation and Parks District

SUBJECT: MATHER SPORTS CENTER RENOVATION FUNDING

RECOMMENDATION

Adopt Resolution 19-2006, thereby approving the Mather Sports Center Memorandum of Understanding between the City and the Cordova Recreation and Parks District (CRPD). The MOU commits $6,952,967 of in-lieu fees and off-site park development fees from the Capital Village development project to fund the Mather Sports Center Phase 1 Outdoor Renovation and Gym Locker Room and Restroom Renovation improvements.

BACKGROUND

The Cordova Recreation and Parks District (CRPD) is preparing to undertake a major park renovation/improvement project within the City; the Mather Sports Center (MSC). CRPD is requesting the City's participation in this project through the approval of off-site park improvement fees and in lieu park fees to be generated by the Capital Village project.

The 30 acres comprising the MSC represents the first free public benefit conveyance of real property ownership from the federal government to a party either public or private resulting from the military base closures of the 1990's. While representing a once-in-a-lifetime opportunity, acquisition in 1994 posed the challenge of converting a military facility to modern public recreation facility.

Despite the aging and rather unattractive facilities, the MSC is the most frequently visited public recreational sports venue in the City and Park District. Currently, 90% of all District adult and youth sports revenue is generated at the MSC, and an average of 450 people a day attend programs and/or use facilities at the MSC.

Bringing this facility up to CRPD standards for community use is a costly proposition. As a military facility, the MSC served active and retired military and their dependents. To best serve residents of the Rancho Cordova community, the MSC must provide

facilities and amenities consistent with contemporary expectations for commercial sports and workout venues.

By the year 2000, CRPD had made capital improvements exceeding $1 million. In 2005 CRPD received two State grants for further development of the MSC. A $3.34 million grant project will fund a skate park, multi-purpose arena, renovate softball fields and basketball courts, provide group picnic facilities, and additional parking and landscaping. The second grant project totaling $1.3 million will provide a lighted artificial turf soccer field. A third grant application for $1.33 million dollars for the purpose of renovating and expanding the gymnasium locker room/restroom facilities and reception/customer lounge areas while adding rooms for child care, classes and weight lifting was not funded.

CRPD has contracted with local architectural firm Beals Alliance to prepare a Master Plan for the outdoor spaces of the MSC. With a City-funding commitment provided through the proposed MOU, CRPD will proceed to bids in Spring 2006 for construction at MSC based on Beals' Master Plan.

ANALYSIS

The following shortcomings inhibit the full realization of the MSC's potential:

- The military's 40 year old no frills functional design, both inside and out, is unattractive and outdated.

- Contemporary amenities are nonexistent and emerging recreation activities are not provided for. Addition of skate/BMX park, multipurpose arena, large group picnic areas and additional parking and updating and segregating softball and soccer facilities is relevant to stated customer interests and provides greater utilization of facilities.

- Facilities lack gender equity and ADA compatibility. Females are the key market segment to be reached if families as a whole are to make maximum use of the MSC. Currently, the MSC environment ranges from unattractive to distasteful for women.

The MSC has several key factors working in its favor.

- Proximity to Highway 50 positions the MSC as an economic generator with regional potential.

- Because it is located in a commercial area, the evening, weekend, and lighted activity that occurs there has little impact upon the immediate neighborhood.

- With older neighborhoods to the north and west and newer neighborhoods to the east and south, the MSC is ideally situated geographically to draw the community together.

- The nature of activity at the MSC creates community by breaking down social, economic, generational and ethnic barriers.

Completion of the MSC project will have the following benefits for the community:

- It will encourage families to recreate as a unit by providing various attractive alternatives for activity in one location. The goal is to have options for every member of the family from toddler to senior at the MSC.

- Educational opportunities for meeting the challenges of childhood obesity by promoting healthy lifestyles among youth will be provided. With the completion of this project the MSC becomes an attractive destination for school outings.

- Recreational facilities and program opportunities for underserved residents will be created. This project provides venues for sports that are popular among today's young people within a skate/BMX park and multipurpose arena.

- The public's perception of public facilities in Rancho Cordova will be greatly enhanced. The MSC project will correct deficiencies related to ADA compliant restroom, adequate parking during peak hours, and a lack of basic landscaping and shade trees.

- New picnic facilities, restrooms, landscaping, and ball field improvements will also make the MSC much more attractive for weekend softball and soccer tournaments and company outings. Large sports tournaments will have a major impact on the local economy, helping to fill local hotels and increasing local consumption of food, gasoline, and sports equipment and apparel.

great idea but Villa is closer. CA Jazz in-lieu?

PROJECT FINANCING

The negotiated park acreage allocation and fee settlement for the Capital Village Development Project resulted in in-lieu fees for under dedicated parkland, and off-site park development fees. The small parks in the project have no athletic fields and the Cordova Recreation and Park District Board expressed to staff the desire to apply these funds to enhance athletic and other community facilities for the Capital Village residents and to provide much needed quality game fields for local youth sports programs. The Mather Sports Center is a perfect fit for the application of these funds. The project plan meets the desire to provide these enhanced facilities at a site in close proximity to the residents of Capital Village. MSC has sports facilities for a wide range of interests and ages, and it is easily available as a community-wide facility, the improvement of which will benefit citizens from throughout the City of Rancho Cordova and the Park District. Therefore, the Park District Board of Directors took the action of recommending the use of all available Capital Village in-lieu fees and off-site park development fees to fund the MSC Project. The following is a summary of renovation costs and funding sources:

MSC Project Costs

Outdoor Development: Phase I (Appendix A)	$10,025,784
Gym Locker/Restroom Renovation (Appendix B)	$ 1,595,945
Total	**$11,621,729**

MSC Project Funding Sources

State Grants with Matching Funds	$ 4,646,550
Capital Village In-Lieu Fees	$ 4,239,400
Total Capital Village Park Development Fees	$ 5,937,033
Capital Village Parks A, B, C Development	$ 3,223,466
Capital Village Park Development for MSC	$ 2,713,567
Total	**$11,599,517**

$6,952,967.

SUMMARY

This project leverages State grant money and Capital Village development fees to attain the greatest benefit for the maximum number of City and Park District residents. The completed Phase I Outdoor Renovation and MSC Gym Locker Room and Restroom Renovation will result in a community-wide asset unique to the Sacramento Region. The project has all the components to strengthen community image and sense of place, support economic development, promote health and wellness, foster human development, increase cultural unity, and provide recreational experiences. The excitement that will be created among residents will stimulate participation and inspire pride in the City's public spaces. Rarely does a project have the potential to provide such a powerful impact to our community.

REQUESTED ACTIONS

Approve the City/CRPD Memorandum of Understanding for the use of in-lieu fees and off-site park development fees from the Capital Village Development Project to fund the Mather Sports Center (MSC) Phase 1 Outdoor Renovation and Gym Locker Room and Restroom Renovation improvements.

ATTACHMENTS

1. Resolution 19-2006 including Mather Sports Center MOU (Exhibit A).

partners: City, SHRA, CA Cons Corp, Sac Tree Found, Friends of CRPD

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 19-2006

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REIMBURSE THE CORDOVA RECREATION AND PARK DISTRICT FOR COSTS INCURRED TO RENOVATE MATHER SPORTS CENTER

WHEREAS, the City of Rancho Cordova was incorporated on the expectation that it would provide outstanding public amenities throughout the community, including within newly developed areas; and

WHEREAS, the City has entered into a number of development agreements since its incorporation in 2003 which include provisions in which the developer agrees to pay the City fees which the City will use to create, renovate, repair, improve or maintain parks in the City; and

WHEREAS, the City will collect $6,952,967 from in-lieu fees and off-site park development fees specifically from Beazer Homes Holding Corp.'s Capital Village Development Project; and

WHEREAS, a memorandum of understanding or agreement is necessary to implement the City Council's initial conceptual approval of the project to improve Mather Sports Center; and

WHEREAS, a memorandum of understanding or agreement between the City and the Park District fulfills the conditions of City Ordinance No. 25-2003, which requires an agreement concerning the manner in which such fees or monies are to be transferred, exchanged or apportioned, and

WHEREAS, the City Manger is required by ordinance to receive City Council approval to make payments in excess of $100,000.

NOW THEREFORE, the City Council of the City of Rancho Cordova resolves as follows:

A. The City Manager is authorized to sign the attached memorandum of understanding between the City and the Park District setting out the terms for the spending of $6,952,967 of the money collected from in-lieu fees and off-site park development fees specifically from Beazer Homes Holding Corp.'s Capital Village Development Project.

B. Acknowledges that the City Manger will pay for any staff and consultant costs associated with the entering into and administrating of this contract out of the in-lieu fees and off-site redevelopment fees collected from the Capital Village Development Project.

ADOPTED, THIS 21st day of February, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

Robert J. McGarvey, Mayor

ATTEST:

_____

Lillian E. Hare, City Clerk

806505_1

Exhibit A

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA RECREATION AND PARK DISTRICT

This Memorandum of Understanding and Cooperative Agreement ("MOU") by and between the City of Rancho Cordova ("City"), a municipal corporation, and the Cordova Recreation and Park District ("Park District"), a special district organized and operating pursuant to the statutes of the State of California (Public Resources Code Section 5780, et seq.), together the City and the Park District are the "Parties", is entered into this ____ day of _____, 2006 based on the facts and for the purposes set forth in the following recitals.

RECITALS

A. The vision of the City Council and its partners in the development community is that new development in Rancho Cordova will improve the lives of the City's existing residents.

B. Rancho Cordova has entered into a number of development agreements since its incorporation in 2003.

C. Rancho Cordova's development agreements include a provision in which the developer agrees to pay the City in-lieu fees and off-site park development fees.

D. At its meeting on February 21, 2006, the City Council approved Resolution No. 19-2006, authorizing the City Manager to provide the Park District with $6,952,967 of in-lieu fees and off-site park development fees collected from the Beazer Homes Holding Corp.'s Capital Village Development Project to be paid toward the Mather Sports Center Phase 1 Outdoor Renovation and Gym Locker Room and Restroom Renovation Project.

E. This MOU accomplishes the goals of the City Council by authorizing $6,952,967 generated by the Development Agreement between the City and Beazer Homes Holding Corp. to be spent on the providing and improving of parks for the residents of Rancho Cordova. The City, Park District and Beazer Homes Holding Corp. are pleased to be spending this money to improve and protect the quality of life and recreation in the City.

The parties therefore agree as follows:

1. Project. The funds that are the subject of this MOU shall be used by the Park District exclusively for the completion of the Mather Sports Center Phase 1 Outdoor Renovation and Gym Locker Room and Restroom Renovation Project ("the Project").

2. Funds. The funds are specific to the Capital Village Development Project and are committed only when, as and if received. The funds consist of the following two (2) sources:

a) Capital Village in-lieu fees in the amount of $4,239,400.

b) Capital Village off-site park development fees in the amount of $2,713,567.

3. Requirements Prior to Release of Funds.

a) Prior to disbursement of any funds for the Project, the Park District shall provide the City with a detailed scope of work and budget including a general description of the Project. The scope of work and budget shall include at a minimum:

i) A description of specific tasks that have to be accomplished to complete the Project,

ii) The individual employee or consultant of the Park District who will perform each subtask,

iii) The estimated cost associated with each subtask, and

iv) The estimated date of completion of each subtask as well as for the Project as a whole.

b) The City and the Park District anticipate that construction of the Project will be performed by the general contractor and various sub-contractors under the control and direction of the general contractor awarded the construction contract for the Project by the Park District. The Park District employees will supervise the work of the general contractor.

c) After the City receives and approves the detailed scope of work and budget including the general description of a Project from the Park District pursuant to paragraph 3(a) of this MOU, the City shall reserve the approved amount provided the funds have been received.

d) The Park District shall, on a monthly basis, send the City an invoice that details the costs and particular services that have been provided by the Park District's employees, agents, contractors, and/or consultants. Attached to this invoice, the Park District shall include a monthly progress report that details budget to actual cost comparisons and Project progress data. The City shall disburse funds to the Park District within 30 days of receipt of a written invoice from the Park District for services related to the Project. City disbursements shall be to the Park District; City shall not directly pay employees, agents, contractors or consultants of the Park District.

4. Records Keeping and Auditing of Park District Activities.

a) The Park District is required to maintain the following records associated with the Project ("Records"):

i) Time sheets,

ii) Expense reports,

iii) Diagrams that show the actual technical specifications of the Project as constructed indicating any changes from the Project as designed, and

iv) Any other information and records necessary for the City to verify that the Project was completed pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to paragraph 3 of this MOU.

b) Upon the completion of the Project the Park District shall provide the Records to the City. The City shall review the Records, conduct field inspections, and perform other investigations it deems necessary to determine whether or not a Project was completed pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to paragraph 3 of this MOU. Upon completion of its review, if the City determines that the Project was completed pursuant to the terms provided by the Park District, the City shall notify the Park District in writing that the Project has been completed consistent with the requirements of this MOU.

c) The City may refuse to continue to disburse funds for this Project if it concludes that the Project is not proceeding pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to paragraph 3 of this MOU. Such a determination generally shall be provided by the City to the Park District within 30 days of the City's receipt of a monthly progress report which indicates non-performance or compliance. If the City decides to refuse disbursement of funds pursuant to this paragraph, the City shall provide written notice to the Park District and give the Park District an opportunity to respond.

d) As required by California Government Code Section 8546.7 the MOU shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the MOU.

5. Budget.

a) The City shall disburse the amount specified in paragraph 2 of this MOU for the Project.

b) The Parties shall meet and confer to discuss any budget modification requests before the City decides whether to approve or disapprove the change in the cost of the Project and the City's contribution to the change in cost.

6. Status of Park District.

The City of Rancho Cordova is a municipal corporation and the Park District is a special district organized and operating pursuant to the statutes of the State of California (Public Resources Code Section 5780, et seq.). The Parties are thus separate legal entities. The Park District is not an independent contractor, agent, or employee of the City. The City shall have the right to control the Park District only with respect to the Park District's services undertaken pursuant to this MOU. Further, the Park District is not an agent of the City. The Park District shall have no authority, express or implied, pursuant to this MOU to bind City to any obligation whatsoever.

7. Miscellaneous.

a) Term.

The terms of this MOU shall be from _____ to _____ or until the completion of the Project, whichever is first. This MOU does not constitute the permanent terms or Agreement for future projects.

b) Indemnification.

The City shall indemnify, defend and hold harmless the Park District, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of the City, its officers, agents employees, or anyone directly or indirectly acting on behalf of the City, regardless of whether caused in part by a party indemnified hereunder.

The Park District shall indemnify, defend and hold harmless the City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of the Park District, its officers, agents employees, or anyone directly or indirectly acting on behalf of the Park District, regardless of whether caused in part by a party indemnified hereunder.

c) Dispute Resolution and Opportunity to Cure.

Prior to filing suit for any claim under this MOU for any alleged breach, the aggrieved Party shall first give the other Party an opportunity to cure the alleged breach by sending written notice to the breaching party and giving the breaching party a minimum of 30 days from the receipt of notice to cure the alleged violation.

d) Prevailing Wages.

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this MOU shall be paid to all workers, laborers, and mechanics employed in the execution of said work by the Park District's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the City Clerk.

e) Other Governmental Regulations.

To the extent that this MOU may be funded by fiscal assistance from another governmental entity, the Park District and its agents, consultants, employees, and volunteers shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program

f) CEQA.

Prior to construction or renovation of any parks or open space related facilities, the Park District shall prepare any and all documents required by the California Environmental Quality Act ("CEQA") and other applicable law.

g) Nondiscrimination and Equal Opportunity.

The Park District shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by the Park District under this MOU. The Park District shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this MOU, including but not limited to the satisfaction of any positive obligations required of the Park District thereby.

h) Venue.

In the event that either party brings any action against the other under this MOU, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

i) Attorneys' Fees.

If a party to this MOU brings any action, including an action for declaratory relief, to enforce or interpret the provision of this MOU, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

j) Amendments.

The Parties may amend this MOU only by a writing signed by all the parties.

k) Entire Understanding.

This MOU constitutes the entire understanding between City and Park District regarding the subject matter of this contract.

l) Notices.

Notices concerning this MOU shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To PARK DISTRICT:

Greg Foell, Park District Administrator
Cordova Recreation and Park District
2197 Chase Drive
Rancho Cordova, CA 95670

To CITY:

Adam Lindgren, City Attorney
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

And:

Bill Thomas, Finance Director
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the date and year first above written.

City of Rancho Cordova:

By: _____ Date: _____
Ted Gaebler
City Manager

Cordova Recreation and Park District:

By: _____ Date: _____
Greg Foell
District Administrator

Attest:

By: _____
City Clerk

Approved as to Form:

_____
City Attorney

_____
District Counsel

MEMORANDUM

DATE: February 21, 2006

TO: Mayor and Council Members

FROM: Stephanie Snyder, City Manager's Office

SUBJECT: **LEGISLATIVE PRIORITIES FOR FISCAL YEAR (FY) 07**

RECOMMENDATION

Provide direction to staff for FY07 appropriations requests, and a platform for discussions with legislators during National League of Cities Congressional Conference March 10-15, 2006.

RESULT OF RECOMMENDED ACTION

The recommended actions will authorize submission of at least one request for federal funding for projects consistent with the Council's and community's priorities, and provide framework for discussions that the Mayor and Council members will hold with congressional representatives during the March conference in Washington, D.C.

BACKGROUND

FY07 Appropriations Requests

Annually, the City has an opportunity to submit requests for federal funding through the offices of our local elected representatives in Washington, D.C. For example, at this time last year the following list was submitted:

1. Folsom Boulevard Enhancements ($2,000,000)
2. Olson Rd/State Route 50 Upgrades ($2,000,000)
3. Senior Housing—Funding for Initial Development ($1,000,000)
4. Street Name Signs ($550,000)
5. Neighborhood Traffic Management—Speed Control ($2,000,000)

The City was highly successful in these efforts to receive federal funding, as Folsom Boulevard enhancements were ultimately approved through this request and other funding mechanisms for a combined total of $6,600,000. In addition, the initial request for senior housing was eventually reworked at the encouragement of our legislators into a request for the Senior Center, and $200,000 in funding was approved.

AGENDA ITEM #

The upcoming appropriations request cycle for FY07 requires that requests be submitted by the end of February. Because of the present political climate regarding earmarking federal funds for specific projects, it is recommended that the City submit no more than two requests in this cycle: one transportation-related project and another project such as economic development, public safety, etc.

To increase the likelihood of some level of funding approval, the projects must be well developed and resonate with benefits that are readily seen by an audience at the federal level. (See **Attachment A** for data to be included in one page overviews.) At this time, the Olson ~~Road~~ /RT50 Bikeway and Pedestrian Over Crossing (**Attachment B**) is recommended for the FY 07 Appropriations Requests since it was previously submitted but not funded. It is a project that addresses important issues of concern at the federal level, such as safety in conjunction with multi-lane highways, and some recent funding approval thorough SACOG for community design planning demonstrates forward movement and commitment from the City.

A second project focused on needs other than transportation could be submitted provided adequate information at the level of expectations listed in **Attachment A** is available. Council discussion at this meeting may provide such direction to staff.

Platform for Discussions with Legislators

From March 10- 15, 2006, the Mayor and two Councilmembers will be attending the National League of Cities Congressional Conference in Washington, D.C. This conference is an annual opportunity for City leaders to meet with and discuss the City's legislative priorities and interests with congressional elected officials. Tonight's Council discussion will give the entire Council the forum for framing the message from the City of Rancho Cordova, and give guidance to those attending the meetings.

Attachments:

Attachment A—FY07 Project Development and One-Page Overviews
Attachment B—FY07 Appropriations Project: Olson ~~Road~~/State Route 50 Bikeway and Pedestrian Over Crossing (Update of FY06 Request)

Attachment A—FY07 Project Development and One-page Overviews

- Prior year(s) federal funding history?

- Sources and amounts of state, local or private matching funds (if any)?

- County or Counties affected by the requested project?

- Current status of project described in this application?

- Background/justification of requested amount (project need and federal role)

- What other state and local, or nonprofit organizations *support* this application?

- Provide a budget breakdown of how the requested funds will be used.

- What is the priority order of this request? (Example 1 of 2)

- How quickly will these funds be expended- What is the expected work schedule?

- Is this a one-time request- does the City anticipate requesting funding for this project again in future years?

- Total project cost?

Attachment B—FY07 Appropriations Project: Olson Road/State Route 50 Bikeway and Pedestrian Over Crossing (Update of FY06 Request)

Geographic location and Congressional District(s) in which project is located:

Dan Lungren—3rd District of California
Doris Matsui—5th District of California

Project name: Olson Road/State Route 50 Bikeway and Pedestrian Over Crossing

Project overview and description:

This project will construct safe pedestrian and bikeway access over an eight-lane highway (State Route 50) connecting Olson Drive to Prospect Park Road. In addition to the safety aspects, it will provide pedestrian and bicycle connectivity between one of the major business parks and commercial areas in the city.

Amount requested in FY07 appropriations: Total construction cost --$4,500,000

Has this project previously received any federal appropriations funding: No, although $300,000 for community design planning is currently recommended through Sacramento Area Council of Governments (SACOG) and awaiting final grant approval.

Is there a local funding match (state, local & private): No

Local contact/title/phone/email:

Cyrus Abhar
Public Works Director
(916) 851-8711
cabhar@cityofranchocordova.org