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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, April 2, 2007

5:30 P.M. – Regular Meeting
David B. Roberts Council Chambers

AGENDA

REGULAR MEETING – CALL TO ORDER

Call to Order

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

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

1. Pastor Steve Curran, Mayhew Community Baptist Church, will give the invocation.

Presentation(s)

2. Certificate of Recognition for Eagle Scout Jason Bullock.
3. Presentation of Rose Plant by Capital Props Band.

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

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

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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 can be demonstrated to be of an emergency nature 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. Regular Meeting of March 19, 2007.
   Recommendation: Adopt Minutes.

6. **Subject:** Letter of Support for the Cordova Blue Marlins Swim Team.
   Recommendation: Approve letter of support for the Cordova Blue Marlins Swim Team.
   Result of Recommended Action: Council fulfills its desire to provide a letter of support for the Cordova Blue Marlins Swim Team by formalizing approval of the letter at a regular meeting.
   Staff Report: Anna Moger, City Clerk's Department
   Advances Goals: 1, 10 and 13

7. **Subject:** Resolution Authorizing the City Manager to Execute Contract Change Order No. 1 With Watkin & Bortolussi, Inc. To Decrease the Current Contract Amount From $1,860,479.40 to $1,708,142.00 for the Construction of the Mather Field Road/Highway 50 Interchange Landscaping Project.
   Recommendation: Adopt Resolution No. 31-2007.
   Result of Recommended Action: The contract change order will decrease the current contract amount of the Mather Field Road/Highway 50 Interchange Landscaping Project. The contract change order contains modifications to the irrigation system to accommodate future projects by the California Department of Transportation as well as establishes an irrigation point of connection from California American Water Company on the north side of the project and eliminates tunneling through the overpass structure at Mather Field Road and Highway 50 and extends the landscaping on the area on the south west side of Mather Field Road.
   Staff Report: Cyrus Abhar, Public Works Department
   Advances Goal: 1

8. **Subject:** Ordinance Amending Chapter 3.40, Section 3.40.060(e) of the Rancho Cordova Municipal Code, Clarifying the City's Original Intent Relating to the Telephone User Tax.
   Recommendation: Waive first reading and introduce Ordinance No. 10-2007. **(Roll Call Vote)**
   Result of Recommended Action: This ordinance will clarify the City's original intent with respect to the application of the City's user utility tax.
   Staff Report: Sandy Salerno, Finance Department and Joe Chapman, City Attorney's Office
   Advances Goal: 11

9. **Subject:** Ordinance Temporarily Suspending Residential Photovoltaic Solar System Permit Fees as Found in Section 16.90.030 of the Rancho Cordova Municipal Code.

Recommendation: Waive second reading and adopt Ordinance No. 07-2007. **(Roll Call Vote)**
Result of Recommended Action: In order to encourage solar energy use within Rancho Cordova, permit fees relating to the installation and construction of photovoltaic solar systems will be waived for a period of 3 years.
Staff Report: Tom Trimberger, Building Department
Advances Goals: 1, 7, 8, 10, and 13

10. **Subject:** Aerojet GET KA Tentative Parcel Map, Conditional Use Permit and Design Review, Project No. RC-06-232, Located at 10557 Coloma Road. **(Continued from December 18, 2006 and March 19, 2007)**
Recommendation: Adopt Resolution 30-2007.
Result of Recommended Action: Adoption of this resolution will approve conditional use permit, tentative subdivision map, and design review entitlements, allowing Aerojet to pursue the development of the groundwater treatment facility at the Coloma Road site.
Staff Report: William Campbell, Planning Department
Advances Goals: 6 and 8

CONSENT PUBLIC HEARING ITEM

11. **Subject:** Star Industries Design Review, Project Number RC-06-258, Located at Luyung Drive North of Hydraulic Drive. **(Continued from February 20, 2007 and March 19, 2007)**
Recommendation: Adopt Resolution No. 22-2007.
Result of Recommended Action: Approval of resolution would allow the applicant to apply for the permits necessary to construct the proposed warehouse/office building.
Staff Report: William Campbell, Planning Department
Advances Goal: 1

PUBLIC HEARING ITEMS

12. **Subject:** Appeal of the Planning Commission Denial of Gold Crossing Town Homes, Project No. RC-05-178, Tentative Subdivision Map and Special Development Permit, Located at 10880 – 10894 Coloma Road.
Recommendation: Adopt Resolution No. 33-2007.
Result of Recommended Action: The action would prohibit the applicant from dividing an existing apartment complex into twenty parcels for four-plex buildings for individual sale and one common area parcel for parking areas and open space.
Staff Report: Jeffrey S. Beiswenger, Planning Department
Advances Goals: 1, 7, and 9

13. **Subject:** Resolutions Declaring Election Results and Amending Sunridge Park Area Community Facilities District (CFD) No. 2004-1.
Recommendation: Adopt Resolutions 34-2007 and 35-2007.
Result of Recommended Action: The result of the proposed actions will mean greater security of the police services special tax, without changing the police service tax rate paid by landowners. In addition, other changes bring the authorized facilities and special tax into conformity with Community Facilities District Law (Mello-Roos), allowing for more straight-forward ongoing administration by the City.
Staff Report: Sandy Salerno, Finance Department and Joe Chinn, City Manager's Office
Advances Goals: 4, 8, 11, and 13

*7:00 P.M. - BREAK

REGULAR CALENDAR ITEMS

14. **Subject:** Consideration of Funding Housing, Community Improvement Programs, and Non-Profit Public Services from New Community Development Block Grant Funds and Review of the Draft Five-Year Consolidated Plan, Draft 2007-08 Action Plan, and Draft Citizen Participation Plan.
Recommendation: Receive the information and provide direction to staff regarding preferences for consideration to applicants for the City's 2007/08 CDBG Program.
Result of Recommended Action: The re-allocation of previously allocated CDBG funds and identified preferences for consideration to applicants for the City's 2007/08 CDBG Program.
Staff Report: Reed Flory, Housing Services Division and Curt Haven, Economic Development Department
Advances Goals: 1, 4, 7, 10, and 13
Fosters Strong Neighborhood Initiative

15. **Subject:** Resolution Authorizing the City Manager to Execute the Regional Human Rights / Fair Housing Commission Joint Exercise of Powers Agreement.
Recommendation: Adopt Resolution No. 32-2007.
Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement. Execution of this Joint Powers Agreement will give the City a seat on the Regional Human Rights/Fair Housing Commission's Governing Board and a seat on its Advisory Board. Becoming a member of the Commission will allow the City to benefit from programs implemented by the Commission that identify and seek to eradicate discrimination.
Staff Report: Curt Haven, Economic Development Department.
Advances Goals: 1, 8, 9, and 13
Fosters Strong Neighborhood Initiative

CORRESPONDENCE

COUNCIL REPORTS

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER'S REPORT

ADJOURNMENT

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.

CITYWIDE GOALS - (Adopted March 20, 2006)	
7.	Improve the Quality of Housing In Rancho Cordova

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CITYWIDE GOALS - (Adopted March 20, 2006)	
8.	Sustain a Livable Community
9.	Drive Diverse Economic Opportunities
10.	Foster Responsible Citizenship
11.	Practice Sound Fiscal Management
12.	Establish Logical (City) Boundaries
13.	Continue To Provide Regional Leadership
1.	Foster a Positive Image of Rancho Cordova
2.	Improve Transportation & Connectivity
3.	Champion Employee Development & High Performance Work Environment
4.	Ensure the Availability of the Best Public Services in the Region
5.	Establish a Vibrant Downtown
6.	Ensure a Safe Community

UPCOMING MEETINGS	
Tuesday, April 10, 2007	***5:30 p.m. Work Session on Rio del Oro Project Update***
Monday, April 16, 2007	***5:30 p.m. Regular Meeting***
Monday, April 30, 2007	***5:30 p.m. Work Session Jt. Mtg. w/Council & Planning Commission on Zoning Code Update and Redevelopment Agency & Economic Development Strategies***
Monday, May 7, 2007	***4:00 p.m. Study Session on Folsom Blvd. Streetscape Improvement Project Phase 2*** ***5:30 p.m. Regular Meeting***
Tuesday, May 15, 2007	***5:30 p.m. Work Session on Transportation Fee Update***
Monday, May 21, 2007	***5:30 p.m. Regular Meeting***
Tuesday, May 22, 2007	***5:30 p.m. Work Session I on Budget - Tentative***
Monday, June 4, 2007	***12:00 p.m. to 5:00 p.m. Work Session II on Budget*** ***5:30 p.m. Regular Meeting***

If you have any technical questions related to the agenda items, please contact the appropriate department 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

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DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Redevelopment & Economic Development Department	(916) 851-8780

The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is also available for check out from any library branch. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Anna Olea-Moger, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the April 2, 2007 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on March 29, 2007 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 29th day of March at Rancho Cordova, California.

Anna Olea-Moger

Anna Olea-Moger, CMC, City Clerk

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CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, March 19, 2007

5:30 P.M. – Regular Meeting

MINUTES

REGULAR MEETING – CALL TO ORDER

Call to Order

Mayor Sander called the regular meeting to order in the David B. Council Chambers at 5:36 p.m. and announced the cablecast playback schedule.

Present: Council Members Skoglund, Cooley, McGarvey, Budge, and Mayor Sander.
Staff Present: Gaebler, Chinn, Olea-Moger, Lehr, Lindgren, Abhar, Junker, Campbell, Freibott, Resha, Trimberger, Becker, Treadwell, Haven, Scott, Richie

Pledge of Allegiance

Shelly Blanchard led the pledge.

Invocation

1. Council Member McGarvey gave the invocation.

Presentation

2. Introduction of New City Employees: Dawn Becker, Building Permit Technician, Building and Safety Department, and John Scott, Streets Operations & Maintenance Manager, Public Works Department.

ORAL COMMUNICATIONS

3. **Public Comment**

The following individuals addressed the Council:

AGENDA ITEM # 5

- Bruce Risely on community updates.
- Trisha Stanionis on 2006 Children's Report Card.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Budge second by Cooley and carried by a 5:0 roll call vote, the Consent Calendar was approved.

4. **Subject:** Minutes of City Council Meetings:
   a. Special Meeting of November 14, 2006
   b. Special Meeting of January 8, 2007
   c. Special Meeting of January 22 & 23, 2007
   d. Special Meeting of February 13, 2007
   e. Regular Meeting of February 20, 2007
   f. Special Meeting of February 27, 2007 (Community Workshop)
   g. Special Meeting of February 27, 2007 (Work Session)
   h. Regular Meeting of March 5, 2007

   Recommendation: Adopt Minutes.

5. **Subject:** Ordinance Temporarily Suspending Residential Photovoltaic Solar System Permit Fees as Found in Section 16.90.030 of the Rancho Cordova Municipal Code.
   Recommendation: Waive first reading and introduce Ordinance No. 07-2007. **(Roll Call Vote)**
   Result of Recommended Action: In order to encourage solar energy use within Rancho Cordova, permit fees relating to the installation and construction of photovoltaic solar systems will be waived for a period of 3 years.
   Staff Report: Tom Trimberger, Building and Safety Department
   Advances Goals: 1, 7, 8, 10 and 13

6. **Subject:** Approval of Revised Final Map of Capital Village Phase I – Subdivision No. RC-04-123.1A.
   Recommendation: Approve "Revised Final Map of Capital Village Phase I", consisting of 271 proposed lots, located between International Drive and Disc Drive at Prospect Park Drive.
   Result of Recommended Action: Approval of this recommended action will result in the Council approving the recording of the "Revised Final Map of Capital Village Phase I".
   Staff Report: Cyrus Abhar, Public Works Department
   Advances Goals: 4 and 7

7. **Subject:** Approval of Revised Final Map of Capital Village Phase II – Subdivision No. RC-04-123.2A.
   Recommendation: Approve "Revised Final Map of Capital Village Phase II", consisting of 187 proposed lots, located between International Drive and Disc Drive at Prospect Park Drive.
   Result of Recommended Action: Approval of this recommended action will result in the Council approving the recording of the "Revised Final Map of Capital Village Phase II".
   Staff Report: Cyrus Abhar, Public Works Department
   Advances Goals: 4 and 7

8. **Subject:** Resolution Approving, Authorizing and Directing Execution of a Joint Powers Agreement (JPA) Relating to the California Municipal Finance Authority (CMFA) and Effecting Membership in the CMFA.

Recommendation: Adopt Resolution No. 27-2007.
Result of Recommended Action: On February 20, 2007, Council adopted Resolution No. 20-2007 approving revenue bond financing to be issued by the California Municipal Finance Authority to benefit Allied Waste for the purpose of improving existing collection (hauling) facilities. In order for CMFA to issue the bonds, it is necessary for the City to become a member of CMFA by executing the JPA. It was an administrative oversight that approval of JPA was not completed on February 20th along with approving the issuance of bond financing. Adoption of Resolution No. 27-2007 completes all the legal requirements to proceed forward.
Staff Report: Sandy Salerno, Finance Department and Joe Chinn, City Manager's Office
Advances Goal: 4

CONSENT PUBLIC HEARING ITEMS

Mayor Sander opened the Consent Public Hearing comment period. There were no speakers. Mayor Sander closed the Consent Public Hearing comment period.

ACTION: Motion by Budge second by Skoglund and carried by 5:0 roll call vote, the Consent Public Hearing Items were approved.

9. **Subject:** Star Industries Design Review, Project Number RC-06-258, Located at Luyung Drive North of Hydraulic Drive. **(Continued from February 20)**
Recommendation: Approve applicant's request for a continuance to April 2 to allow more time to prepare amended exhibits.
Result of Recommended Action: Council continues the item to the April 2 agenda, allowing the applicant sufficient time to supply the color building exhibits for the amended project. The proposed building has been reduced in size in order to accommodate fire access requirements.
Staff Report: William Campbell, Planning Department
Advances Goal: 1

10. **Subject:** Urgency Ordinance Extending a Temporary Moratorium on the Establishment and Expansion of Existing Sexually Oriented Businesses Pending the Review and Amendment of Zoning Regulations.
Recommendation: Adopt Urgency Ordinance No. 08-2007. **(Roll Call and 4/5ths Vote Required)**
Result of Recommended Action: Adoption of this ordinance will extend an existing moratorium on the establishment or expansion of sexually-oriented businesses while the City undertakes a comprehensive City zoning review and update, which may impact zoning regulations applicable to sexually-oriented businesses.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goals: 1, 5 and 12
Fosters Strong Neighborhood Initiative

PUBLIC HEARING ITEM

11. **Subject:** Aerojet GET KA Tentative Parcel Map, Conditional Use Permit and Design Review, Project No. RC-06-232, Located at 10557 Coloma Road. **(Continued from December 18, 2006)**
Recommendation: Staff recommends the Council consider the Planning Commission recommendation to deny along with, all the attached materials that have been prepared

subsequently, and the testimony to be presented at the meeting and take one of the following actions:

a) Affirm the Planning Commission denial and instruct staff to prepare a resolution to deny the project.
b) Approve the applicants request for all entitlements and instruct staff to prepare a resolution to approve the project.

Result of Recommended Action: Council direction will allow staff to return to the next City Council meeting for final action on this application. Direction to support the Planning Commission's recommendation of denial would result in further consideration of alternate treatment plan locations and would delay Aerojet's efforts to remediate groundwater contamination.

Staff Report: William Campbell, Planning Department

Advances Goal: 6

Mayor Sander opened the public hearing on Item #11. The following individuals addressed the Council:

- Ed Winkler in support of staff recommendation "b".
- Sanford Kozlen in support of staff recommendation "b".
- Andy Soule in support of staff recommendation "b".
- Nancy Riveland in support of staff recommendation "b".
- Tom Gray in support of staff recommendation "b".
- George Rawle in support of staff recommendation "b".
- Randy Housewright of staff recommendation "b", with the exception to using a 60 schedule piping vs. a 40 schedule piping to avoid breakage and recontamination of ground water.
- Rafael Escamilla in support of staff recommendation "a" and encourages a museum be built to preserve land as a historical site.
- Thomas Boyd in support of staff recommendation "a".
- Francis Noone in support of staff recommendation "a" due to noise.
- Janis Heple in support of staff recommendation "b".
- Larry Ladd in support of staff recommendation "b".
- Tom Gohring in support of staff recommendation "b".
- David Crane in support of staff recommendation "b".
- Rick Bettis in support of staff recommendation "b".
- Joyce Rosenberg in support of staff recommendation "a".
- Angel Ball in support of staff recommendation "b".
- Michael Benbow in support of staff recommendation "b".
- Randal Rice in support of staff recommendation "a".
- Rex Albright in support of staff recommendation "b".
- James Utterback in support of staff recommendation "b".

Mayor Sander closed the public hearing on Item #11.

ACTION: By general consensus, Council directed staff to prepare a resolution to approve the project subject to all the conditions of approval discussed. Formal Council action on the project is anticipated to occur at the April 2nd meeting.

REGULAR CALENDAR ITEM

12. **Subject:** Sacramento Public Library Joint Powers Authority Membership.
Recommendation: Adopt Resolution No. 26-2007.
Result of Recommended Action: The City of Rancho Cordova will be a party to the JPA and will select a representative from the City Council to sit on the Library Authority Board, starting in July 2007.
Staff Report: Joe Chinn, City Manager's Office
Advances Goals: 4, 8, 11 and 13

Mayor Sander opened the public comment period on Item #11. There were no speakers. Mayor Sander closed the public comment period on Item #11.

ACTION: Motion by Budge second by Cooley and carried by 5:0 vote, Council adopted Resolution No. 26-2007 and appointed Vice Mayor Budge as its elected representative on the Library Authority Board. By general consensus, Council supported Mayor Sander's direct selection of an alternate representative which can include any elected official of any local government entity within the County of Sacramento.

CORRESPONDENCE

Council Members reported on various correspondence since last meeting.

COUNCIL REPORTS

Council Members reported on various events and activities since last meeting.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council member McGarvey would like to recognize students for cleaning graffiti from school grounds at next Council meeting.

CITY MANAGER'S REPORT

City Manager Ted Gaebler reported on the opportunity for purchase of a Grand Piano for the City Hall lobby.

ADJOURNMENT

Mayor Sander adjourned the meeting at 10:51 p.m.

_____
Anna Olea-Moger, CMC, City Clerk

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: Anna Olea-Moger, CMC, City Clerk

SUBJECT: **LETTER OF SUPPORT FOR CORDOVA BLUE MARLINS SWIM TEAM**

RECOMMENDATION

Approve attached letter of support for the Cordova Blue Marlins Swim Team.

RESULT OF RECOMMENDED ACTION

Council fulfills its desire to provide a letter of support for the Cordova Blue Marlins Swim Team by formalizing approval of the letter at a regular meeting.

BACKGROUND

On March 5, 2007, Council heard, under public comment. from Robert Fagerness, Cordova Blue Marlins Swim Team Fundraising Coordinator, about the team's desire to upgrade their timing system. Under Council Requests for Future Agenda Items, Council Member McGarvey requested that a letter of support for the Marlins' fundraising efforts be approved at a future meeting. By general consensus, all Council Members concurred. Mr. Fagerness requested the letter be placed on Council's agenda for meeting of April 2, 2007.

ADVANCES GOALS: 1, 10, and 13

ATTACHMENT

Draft Letter

AGENDA ITEM # 6

April 3, 2007

Dear Rancho Cordova Business Owner or Operator,

This letter is being written to encourage your support of the Cordova Blue Marlins Swim Team. The Cordova Blue Marlins have taken on the ambitious goal of raising money to purchase an updated timing system for their club. While much of the funding comes from the parents of the swimmers themselves, corporate sponsorship also plays a vital role in aiding the purchase of much needed equipment, supplies and in aiding the retention of dedicated coaches. The purchase of an updated timing system currently exceeds the Marlins budget, and the team is reaching out to the community and businesses for their support. To this end, the members of the Rancho Cordova City Council unanimously support the Blue Marlins in their fundraising efforts and encourage you to get involved.

Sponsored by the Cordova Recreation and Park District, the Blue Marlin Swim Team has been providing a positive summertime activity to Rancho Cordova youth for over 40 years. The Blue Marlin Swim Team is open to boys and girls between the ages of 5 and 18. This is a recreational swim team that practices and competes at the Cordova Community Pool in Hagan Park during the spring and summer months. The swim meets are held on Saturdays in June and July with most of them right here at the Cordova Community Pool.

The Blue Marlin Swim Team provides positive family activities with excellent benefits to the swimmers including:

- Keeping fit and healthy;
- Developing a sense of personal responsibility;
- Developing organizational skills; and
- Developing personal as well as teamwork goals and motivation.

The City Council recognizes the benefits that the Blue Marlins bring to our community and urge you to do what you can to help the Marlins achieve their goal of updating their timing system. Please visit the Marlins web page at http://www.cordovabluemarlins.com/ or contact Robert Fagerness, Marlins Fundraising Coordinator, at 916-296-5138 for additional information. Thank you for your consideration!

Sincerely,

David M. Sander
Mayor

DRAFT

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 31-2007 AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO.1 WITH WATKIN BORTOLUSSI, INC., CONTRACT NO. 84-2006, TO DECREASE THE CURRENT CONTRACT AMOUNT FROM $1,860,479.40 TO $1,708,142.00 FOR THE CONSTRUCTION OF THE MATHER FIELD ROAD/HWY 50 INTERCHANGE LANDSCAPING PROJECT.**

RECOMMENDATION

It is recommended that the City Council adopt **Resolution No. 31-2007** authorizing the City Manager to execute contract Change Order No. 1 with Watkin & Bortolussi, Inc., Contract No. 84-2006, to decrease the current contract amount from $1,860,479.40 to $1,708,142.00 for the construction of the Mather Field Road/Hwy 50 Interchange Landscaping Project.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 31-2007 will authorize the City Manager to execute contract change order No. 1 with Watkin & Bortolussi, Inc., to decrease the current contract amount of the Mather Field Road/Hwy 50 Interchange Landscaping Project.

The contract change order contains modifications to the irrigation system to accommodate future projects by the California Department of Transportation as well as establishes an irrigation point of connection from California American Water Company on the north side of the project and eliminates tunneling through the overpass structure at Mather Field Road and Hwy 50 and extends the landscaping on the area on the south west side of Mather Field Road.

BACKGROUND

The work to be performed under the current construction contract includes the furnishing of all labor, materials, and equipment for the landscaping and irrigation, removing/replacing curb, gutter, gore pavement, installing contrasting pavement, and asphalt repair in the Mather Field Road/Hwy 50 Interchange.

The California Department of Transportation (Caltrans) is planning on constructing the Highway 50 Bus/Carpool Lane and Community Enhancement Project (HOV Project) between 9th Street and Sunrise Boulevard within the next five years. The plans for the Caltrans project would interface and overlap with the City's Mather Field Road/Hwy 50

AGENDA ITEM # 7

Landscaping Project. As a result, the City's project was slightly modified to eliminate as many conflicts as possible.

The changes proposed by the revision has resulted in a decrease in materials and labor and ultimate decrease in cost of the project. The Change Order includes the elimination of the asphalt paving on areas between the left shoulder on the ramps and the freeway which Caltrans has agreed to install as part of their future HOV project. This Change Order also includes the elimination of tunneling through the overpass structure at Mather Field Road and Hwy 50 originally on the plans to extend the irrigation to the north side of the project. The revised plans now include an irrigation point of connection from California American Water Company on the north side of the project to provide irrigation.

The Change Order also extends the landscaping of the area on the south west side of Mather Field Road which was not included on the original plans.

ATTACHMENT

1. Resolution No. 31-2007 authorizing the City Manager to execute Contract Change Order No.1 with Watkin & Bortolussi, Inc., Contract No. 84-2006 (Exhibit A), for construction of the Mather Field Road/Hwy 50 Interchange Landscaping Project.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 31-2007

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 1 WITH WATKIN & BORTOLUSSI, INC, FOR CONSTRUCTION OF THE MATHER FIELD ROAD/HYW 50 INTERCHANGE LANDSCAPING PROJECT

WHEREAS, on August 7, 2006, the City of Rancho Cordova executed a Construction Services Agreement, Contract No. 84-2006 (**Exhibit A**) with Watkin & Bortolussi, Inc. in the amount of $1,860,479.40 for work associated with the Highway Planting on State Highway 50 Mather Field Road Interchange Project.

WHEREAS, the City has revised project plans for specific changes in work which would decrease the existing contract amount;

WHEREAS, the City wishes to decrease the contracted amount from $1,860,479.40 to $1,708,142.00.

WHEREAS, those changes will exceed the maximum amount that the City Manager has the authorization to approve; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract change order with Watkin & Bortolussi, Inc.

PASSED AND ADOPTED by the City Council on the 2nd day of April, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

Exhibit A

Contract No. 84-2006

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND WATKIN & BORTOLUSSI, INC.

THIS AGREEMENT made and entered into this day of _____, between the City of Rancho Cordova ("City") and Watkin & Bortolussi, Inc. ("Contractor") as of 8/7, 2006 for Highway Planting on State Highway 50 Mather Field Road Interchange.

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. 84-2006, 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 the 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: ($1,860,479.40). 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, 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 A. Gaebler

Ted Gaebler, City Manager

9-14-06

Attest:

~~Lillian Hare, City Clerk~~
Brenda Lehr, Deputy City Clerk

Approved as to Form:

for:

Steve Meyers, City Attorney

9-13-06

DATE

CONTRACTOR

Phillip Bortolussi, President
Watkin & Bortolussi, Inc.

7/25/2006

DATE

EXHIBIT A

CONTRACTOR BID

This boilerplate is written for use with the State of California Department of Transportation July 1999 Standard Specifications, Standard Plans and Standard Special Provisions .

CITY OF RANCHO CORDOVA

PROPOSAL
AND
CONTRACT

FOR

Highway Planting on State Highway 50
Mather Field Road Interchange

IN

Rancho Cordova

For use in Connection with Standard Specifications and Standard Plans Dated July, 1999, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Project No. 06-03

Federal Aid Project No. 80-0058939

Bid Opening Date: June 20, 2006, 2:00 PM
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

Department of Transportation: City Council of the City of Rancho Cordova, State of California.
Engineer: City of Rancho Cordova, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract.
State: The City of Rancho Cordova.
Transportation Building - Sacramento: City, City of Rancho Cordova, State of California.
State Highway Engineer: The City Engineer of the City of Rancho Cordova, State of California.
State Specifications: The 1999 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.)

(DO NOT DETACH)

PROPOSAL TO THE CITY OF RANCHO CORDOVA

CONTRACT NO. - 06-03

NAME OF BIDDER Watkin & Bortolussi, Inc.

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP San Rafael, CA 94901-4886

BUSINESS STREET ADDRESS 77 Larkspur Street

(Please include even if P.O. Box used)

CITY, STATE, ZIP San Rafael, CA 94901-4886

TELEPHONE NO: AREA CODE ( ) 415 453-4691

FAX NO: AREA CODE ( ) 415 453-4129

CONTRACTOR LICENSE NO. 215707

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated July, 1999, the Standard Specifications, dated July, 1999, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR

Highway Planting on State Highway 50 Mather Field Road Interchange

IN

Rancho Cordova

The project plans for the work to be done were approved and are entitled:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR

Highway Planting on State Highway 50

IN

Sacramento County in and near Rancho Cordova

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Rancho Cordova's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the CITY OF RANCHO CORDOVA, and that discretion will be exercised in the manner deemed by the CITY OF RANCHO CORDOVA to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY OF RANCHO CORDOVA respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the CITY OF RANCHO CORDOVA, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the CITY OF RANCHO CORDOVA that the contract has been awarded, the CITY OF RANCHO CORDOVA may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the CITY OF RANCHO CORDOVA.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the CITY OF RANCHO CORDOVA, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID PROPOSAL (5-25-06)

ITEM NO.	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1		Mobilization	LS	LS	LS	75,000.00
2		SWPPP preparation	LS	LS	LS	5,000.00
3		Construction area signs	LS	LS	LS	3,000.00
4		Portable changeable message sign	LS	LS	LS	2,000.00
5		Erosion, Sediment and Water pollution control	LS	LS	LS	8,000.00
6		Traffic control system	LS	LS	LS	20,000.00
7		Clearing and grubbing	SF	525,500	0.65	341,575.00
8		Remove and dispose of asphalt and base rock	CY	720	50.00	36,000.00
9		Tree protection	LS	LS	LS	10,000.00
10		Import topsoil	LS	LS	LS	12,000.00
11		Gravel mulch	SF	2,035	2.80	5,698.00
12		Construction entrance	EA	8	400.00	3,200.00
13		Temporary concrete washout	EA	4	500.00	2,000.00
14		Temp drainage inlet protection	EA	12	400.00	4,800.00
15		Irrigation crossover	LF	780	100,00	78,000.00
16		Irrigation (S)*	LS	LS	LS	431,367.00
17		Flowering hydroseed	SF	144,200	0.06	8,652.00
18		Native hydroseed	SF	200,800	0.10	20.080.00
19		Landscape maintenance	LS	LS	LS	20,000.00
20		Mulch	SF	170,000	0.20	34,000.00
21		Mortared cobble w/out ww mesh	SF	7,700	10.00	77,000.00
22		Minor concrete weed barrier	LF	550	21.00	11,550.00
23		Asphalt paving, finish A	SF	48,000	3.00	144,000.00
24		Electrical	LS	LS	LS	34,000.00
25		Rock removal and relocation	CY	100	30.00	3,000.00
26		1" galvanized steel conduit	LF	275	75.00	20,625.00
27		3" galvanized steel supply line	LF	275	125.00	34,375.00
28		Access opening, deck	EA	4	2,400.00	9,600.00
29		Close access, deck	EA	4	2,000.00	8,000.00

SUBTOTAL BASE BID 1,460,522.00

BID ALTERNATE 1 – COBBLE PLACEMENT AND TREE PLANTING

1		Deduct mulch	SF	19,700	-0.20	-3,940.00
2		Loose cobble	SF	19,700	4.08	80,376.00 ←
3		No. 15 container planting	EA	272	62.00	16,864.00
4		Add asphalt color surface coating	SF	45,170	2.00	90,340.00

SUBTOTAL BID ALTERNATE 1 183,640.00

BID ALTERNATE 2 – ADDITIONAL PLANTING

1		Deduct native hydroseed	SF	128,120	-0.09	-11,530.80
2		Irrigation (valves, heads, laterals, quick couplers, supply line)	LS	LS	LS	117,783.00
3		Irrigation crossovers	LF	70	87.00	6,090.00
4		Landscape soil amendment	LS	LS	LS	30,000.00
5		No. 1 container planting	EA	2,592	14.00	36,288.00
6		Hydroseeding turf	SF	128,120	0.06	7,687.20
7		Landscape maintenance for plantings (90 days)	LS	LS	LS	30,000.00

SUBTOTAL BID ALTERNATE 2 216,317.40

TOTAL BID

1,860,479.40

NOTE: "TOTAL BID" is only on the last page of the Bid Proposal.

(S)* denotes item requiring special construction. These items may not be factored into contractor's 50% requirement for work performed by contractor's own organization. See item 3-1.12 subcontracting.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.02, "General," of the special provisions.

LIST OF SUBCONTRACTORS

Name ~~and Address~~	ADDRESS	Description of Portion of Work Subcontracted
MARTIN GENERAL ENGINEERING	RANCHO CORDOVA	PAVING AND GRADING
SELBY'S SOIL	LOOMIS	SEEDING
GLOBUS	SACRAMENTO	ELECTRIC
DECO ASPHALT	ENCINO	ASPHALT COLOR SURFACING

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Watkin & Bortolussi, Inc., proposed subcontractor N/A, hereby certifies that he has X, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not _X_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _X_

If the answer is yes, explain the circumstances in the following space.

N/A

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Federal Action:
   - a. bid/offer/application
   - b. initial award
   - c. post-award

3. Report Type:
   - a. initial
   - b. material change

   For Material Change Only:
   year _____ quarter _____
   date of last report _____

4. Name and Address of Reporting Entity

   ☐ Prime ☐ Subawardee
   Tier _____, if known

   Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

   Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

   CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

    b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

    $ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
    - a. cash
    - b. in-kind; specify: nature _____
      value _____

13. Type of Payment (check all that apply)
    - a. retainer
    - b. one-time fee
    - c. commission
    - d. contingent fee
    - e deferred
    - f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]

Print Name: Phillip Bortolussi

Title: President

Telephone No.: 415 453-4691 Date: 6/20/2006

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is BIDDER'S BOND

(NOTICE: INSERT THE WORDS "CASH($ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Watkin & Bortolussi, Inc.

Phillip Bortolussi - President, Manager

Peggy Bortolussi, Secretary, Treasurer

Steve Gladden, Vice President

Licensed in conformance with an act providing for the registration of Contractors,

License No. 215707 Classification(s) A, B & C-27

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: June 20, 2006

Sign Here

Watkin & Bortolussi, Inc.

Phillip Bortolussi, President

Signature and Title of Bidder

Business Address 77 Larkspur Street, San Rafael, CA 94901-4886

Place of Business San Rafael, CA

Place of Residence Fairfax, CA

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Watkin & Bortolussi, Inc.

Federal Insurance Company as Principal, and as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Highway planting on State Highway 50 at Mather Field Road Interchange in Rancho Cordova

(Copy here the exact description of work, including location as it appears on the proposal)

State Highway 50 at Mather Field Road Interchange in Rancho Cordova

for which bids are to be opened at City of Rancho Cordova on 6/20/06

(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: June 16, 20 06.

Watkin & Bortolussi, Inc.

Phillip Bortolussi, President

Principal

Federal Insurance Company

Surety

By Linda Pelletier

Attorney-in-fact

Linda Pelletier

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Rancho Cordova

On this _____ day of _____ in the year 20 ___ before me _____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_____

Notary Public

ACKNOWLEDGMENT

State of California
County of San Francisco

On 6/16/06 before me, Katherine Tiberi, Notary Public
(here insert name and title of the officer)

personally appeared Linda Pelletier

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

WITNESS my hand and official seal.

Signature Katherine Tiberi

PC01 KATHERINE TIBERI
COMM. #1560824
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Mar. 18, 2009 PC01

(Seal)

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint **R.A. Bass, Venetia G. Johnson, Therese A. McNulty, Linda Pelletier, James B. Shea and Katherine Tiberi of San Francisco, California----------**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **April, 2006**

Edward J. Reilly, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **11th** day of **April, 2006** before me, a Notary Public of New Jersey, personally came Edward J. Reilly, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Edward J. Reilly, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KAREN A. EDER NOTARY PUBLIC NEW JERSEY

KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Edward J. Reilly, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 16th day of June 2006

FEDERAL INSURANCE COMPANY INDIANA — PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 16, 1715 WISCONSIN — VIGILANT INSURANCE COMPANY NEW YORK

Edward J. Reilly, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

COUNTY OF SACRAMENTO CERTIFICATION OF COMPLIANCE WITH COURT ORDERED CHILD, FAMILY AND SPOUSAL SUPPORT

WHEREAS, it is in the best interest of the County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness; and, further, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

THEREFORE, in order to assist the Child Support Department in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by any individual, partnership or other entitiy which is seeking to contract with the County to provide goods or to perform services for or on behalf of the County.

CERTIFICATION

CONTRACTOR hereby certifies that:

(a) The following information has been provided to the Sacramento County Child Support Department and/or the District Attorney for each of CONTRACTOR's Principal Owners (any individual owning 25% or more in CONTRACTOR entity) who is subject to a court-ordered child, family or spousal support order.

1. Name, title, last known residence address and social security number
2. All earnings paid to or payable to such principal owner pursuant to any contract with Sacramento County
3. Whether dependent health insurance coverage is available to or provided to such Principal Owner

(b) CONTRACTOR's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, or, in the alternative, has made a good faith effort to become current or arrange a payment schedule with the Child Support Department, District Attorney or the court.

(c) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees.

(d) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with COUNTY. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

Watkin & Bortolussi, Inc.
CONTRACTOR

June 20, 2006
DATE

Printed Name Phillip Bortolussi

CHUBB	Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **R.A. Bass, Venetia G. Johnson, Therese A. McNulty, Linda Pelletier, James B. Shea and Katherine Tiberi of San Francisco, California**----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **April, 2006**

Edward J. Reilly, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

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Notarial Seal

KAREN A. EDER NOTARY PUBLIC NEW JERSEY

KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009

Notary Public

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Given under my hand and seals of said Companies at Warren, NJ this 16th day of June 2006

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 16, 1925 WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

Edward J. Reilly, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

COUNTY OF SACRAMENTO CERTIFICATION OF COMPLIANCE WITH COURT ORDERED CHILD, FAMILY AND SPOUSAL SUPPORT

WHEREAS, it is in the best interest of the County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness; and, further, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

THEREFORE, in order to assist the Child Support Department in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by any individual, partnership or other entitiy which is seeking to contract with the County to provide goods or to perform services for or on behalf of the County.

CERTIFICATION

CONTRACTOR hereby certifies that:

(a) The following information has been provided to the Sacramento County Child Support Department and/or the District Attorney for each of CONTRACTOR's Principal Owners (any individual owning 25% or more in CONTRACTOR entity) who is subject to a court-ordered child, family or spousal support order.

1. Name, title, last known residence address and social security number
2. All earnings paid to or payable to such principal owner pursuant to any contract with Sacramento County
3. Whether dependent health insurance coverage is available to or provided to such Principal Owner

(b) CONTRACTOR's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, or, in the alternative, has made a good faith effort to become current or arrange a payment schedule with the Child Support Department, District Attorney or the court.

(c) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees.

(d) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with COUNTY. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

Watkin & Bortolussi, Inc.
CONTRACTOR

June 20, 2006
DATE

Printed Name Phillip Bortolussi

Accompanying this proposal is BIDDER'S BOND

(NOTICE: INSERT THE WORDS "CASH($ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Watkin & Bortolussi, Inc.

Phillip Bortolussi - President, Manager

Peggy Bortolussi, Secretary, Treasurer

Steve Gladden, Vice President

Licensed in conformance with an act providing for the registration of Contractors,

License No. 215707 Classification(s) A, B & C-27

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: June 20, 2006

Sign Here

Watkin & Bortolussi, Inc.

Phillip Bortolussi, President

Signature and Title of Bidder

Business Address 77 Larkspur Street, San Rafael, CA 94901-4886

Place of Business San Rafael, CA

Place of Residence Fairfax, CA

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Watkin & Bortolussi, Inc.

Federal Insurance Company as Principal, and as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Highway planting on State Highway 50 at Mather Field Road Interchange in Rancho Cordova

(Copy here the exact description of work, including location as it appears on the proposal)

State Highway 50 at Mather Field Road Interchange in Rancho Cordova

for which bids are to be opened at City of Rancho Cordova on 6/20/06

(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: June 16, 20 06.

Watkin & Bortolussi, Inc.

Phillip Bortolussi, President

Principal

Federal Insurance Company

Surety

By Linda Pelletier

Attorney-in-fact

Linda Pelletier

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Rancho Cordova

On this _____ day of _____ in the year 20 ___ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_____

Notary Public

ACKNOWLEDGMENT

State of California
County of San Francisco

On 6/16/06 before me, Katherine Tiberi, Notary Public
(here insert name and title of the officer)

personally appeared Linda Pelletier

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

WITNESS my hand and official seal.

Signature Katherine Tiberi

PC01 KATHERINE TIBERI
COMM. #1560824
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Mar. 18, 2009 PC01

(Seal)

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 31-2007 AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO.1 WITH WATKIN BORTOLUSSI, INC., CONTRACT NO. 84-2006, TO DECREASE THE CURRENT CONTRACT AMOUNT FROM $1,860,479.40 TO $1,708,142.00 FOR THE CONSTRUCTION OF THE MATHER FIELD ROAD/HWY 50 INTERCHANGE LANDSCAPING PROJECT.**

RECOMMENDATION

It is recommended that the City Council adopt **Resolution No. 31-2007** authorizing the City Manager to execute contract Change Order No. 1 with Watkin & Bortolussi, Inc., Contract No. 84-2006, to decrease the current contract amount from $1,860,479.40 to $1,708,142.00 for the construction of the Mather Field Road/Hwy 50 Interchange Landscaping Project.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 31-2007 will authorize the City Manager to execute contract change order No. 1 with Watkin & Bortolussi, Inc., to decrease the current contract amount of the Mather Field Road/Hwy 50 Interchange Landscaping Project.

The contract change order contains modifications to the irrigation system to accommodate future projects by the California Department of Transportation as well as establishes an irrigation point of connection from California American Water Company on the north side of the project and eliminates tunneling through the overpass structure at Mather Field Road and Hwy 50 and extends the landscaping on the area on the south west side of Mather Field Road.

BACKGROUND

The work to be performed under the current construction contract includes the furnishing of all labor, materials, and equipment for the landscaping and irrigation, removing/replacing curb, gutter, gore pavement, installing contrasting pavement, and asphalt repair in the Mather Field Road/Hwy 50 Interchange.

The California Department of Transportation (Caltrans) is planning on constructing the Highway 50 Bus/Carpool Lane and Community Enhancement Project (HOV Project) between 9th Street and Sunrise Boulevard within the next five years. The plans for the Caltrans project would interface and overlap with the City's Mather Field Road/Hwy 50

AGENDA ITEM #_____

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: Sandy Salerno, Finance Department
Joseph Chapman, Deputy City Attorney

SUBJECT: **ORDINANCE AMENDING CHAPTER 3.40, SECTION 3.40.060(e) OF THE RANCHO CORDOVA MUNICIPAL CODE CLARIFYING THE CITY'S ORIGINAL INTENT RELATING TO THE TELEPHONE USER TAX**

RECOMMENDATION

Waive the first reading and introduce the ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of this ordinance will clarify the City's original intent, and reaffirm the City's existing practices related to the Telephone User Tax exemption. This ordinance does not change the practice of how the City is calculating or collecting the Telephone User Tax.

BACKGROUND

At the City's incorporation, the City of Rancho Cordova adopted by reference from Sacramento County various utility user taxes, which applied to charges on telephone, electricity and gas services. Telecommunications items taxed include intrastate, interstate, and international telephone communication services. The tax is currently two and a half percent (2.50%) of all charges made for such services and is collected by the telephone communication service provider as part of its regular bill to the service user. The amount collected is then forwarded to the City.

For the ease of administration and for the convenience of telephone communication service providers, the City has generally looked to federal interpretation of the Federal Excise Tax (FET). The City's tax has historically been applied consistent with the application of the FET on local and long distance telecommunication services, as the FET has been interpreted by the IRS. Specifically, Section 3.40.060(e) is linked to the FET by cross references to certain FET statutes and regulations, and because of this linkage, historically the City has relied upon the IRS' interpretation of the FET.

Federal appellate courts ruled that the IRS' interpretation of the FET is contrary to pertinent FET statutes. In response to those rulings, the IRS announced, in Treasury

Notice 2006-50, that it has changed its interpretation of the definitions used in the FET provisions. Under its new policy, the IRS is no longer applying the FET to long-distance and bundled long-distance and local service provided under a single plan that does not separate the charges for local telephone service. *However, in Notice 2007-11, the IRS reaffirmed that neither Notice 2006-50, nor Notice 2007-11, affect the ability of state or local governments to impose or collect telecommunication taxes under their respective statutes or ordinances.*

Adoption of the proposed amendments reaffirms the City practice of applying its telephone user tax in a manner consistent with the previous IRS interpretation of the FET. The proposed amendment does not change the way in which the tax is calculated, imposed or administered, and therefore does not constitute a change in methodology of calculating the tax. The amendment simply restates the ordinance as it was previously enacted, and adds the reference to the previous IRS interpretation. The change to the ordinance is shown below:

"e. Notwithstanding the provisions of Section 3.40.090 hereof, the tax imposed by that section shall not be imposed upon any person for using intrastate, interstate or international telephone communication services to the extent that the amounts paid for such services are exempt from or not subject to the tax imposed under Division 2, Part 20 of the California Revenue and Taxation Code, or the tax imposed under Section 4251 of the Internal Revenue Code, as that Section was interpreted by the Internal Revenue Service before May 25, 2006."

REQUESTED MOTION

"I move that the City Council introduce Ordinance 10-2007 Amending Chapter 3.40, Section 3.40.060(e) of the City of Rancho Cordova Municipal Code clarifying the City's original intent relating to Telephone User Tax, waive the first reading, and continue it to the April 16, 2007, City Council meeting for adoption.

ATTACHMENT

1. Ordinance No.10-2007, Amending Chapter 3.40, Section 3.40.060(e) of the City of Rancho Cordova Municipal Code, clarifying the City's original intent relating to Telephone User Tax.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 10-2007

AN ORDINANCE AMENDING CHAPTER 3.40, SECTION 3.40.060(e) OF THE RANCHO CORDOVA MUNICIPAL CODE CLARIFYING THE CITY'S ORIGINAL INTENT RELATING TO TELEPHONE USER TAX.

WHEREAS, upon incorporation, the City of Rancho Cordova adopted by reference Sacramento County Code Chapter 3.40, "Utility User Tax"; and

WHEREAS, in establishing the telephone user tax, the City linked its local ordinance to the Federal Excise Tax (FET) by cross references to certain FET statutes and regulations; and

WHEREAS, Chapter 3.40 of the City's telephone user tax has been applied consistent with the application of the FET upon local and long distance telecommunication services, as the FET has historically been interpreted by the Internal Revenue Service (IRS), including Revenue Ruling 79-404; and

WHEREAS, on May 25, 2006, the IRS announced that it has now changed its interpretation of the definitions in the FET and specifically revoked notices adopted in 2005 which had reaffirmed Revenue Ruling 79-404; and

WHEREAS, the City Council does not wish to adopt the Internal Revenue Service's new understanding of the definition of the federal excise tax in implementing the City's tax, but rather wishes to continue to impose the City's telephone users tax as it has been historically imposed; and

WHEREAS, the amendments made under this Ordinance are not intended to make any change in any way in which the utility user tax on telephone services is calculated, imposed or administered.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Rancho Cordova Municipal Code Chapter 3.40, "Utility User Tax," Section 3.40.060(e), is hereby amended to read as follows:

"e. Notwithstanding the provisions of Section 3.40.090 hereof, the tax imposed by that section shall not be imposed upon any person for using intrastate, interstate or international telephone communication services to the extent that the amounts paid for such services are exempt from or not subject to the tax imposed under Division 2, Part 20 of the California Revenue and Taxation Code, or the tax imposed under Section 4251 of the Internal Revenue Code, as that Section was interpreted by the Internal Revenue Service before May 25, 2006."

Section 2. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one

or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 3. Effective Date and Publication. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council on the 16th day of April, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
David M. Sander, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 07-2007

AN ORDINANCE TEMPORARILY SUSPENDING RESIDENTIAL PHOTOVOLTAIC SOLAR SYSTEM PERMIT FEES AS FOUND IN SECTION 16.90.030 OF THE RANCHO CORDOVA MUNICIPAL CODE

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

Section 1. Purpose

The purpose of this ordinance is to temporarily suspend for a period of three years the application of those building permit fees related to the construction of residential photovoltaic solar systems as set forth in Section 16.90.030 of chapter 16.90 of the Rancho Cordova Municipal Code.

Section 2. Suspension

All permit fees applicable to the construction of residential photovoltaic solar systems as found in section 16.90.030 of Chapter 16.90 of the City of Rancho Cordova Municipal Code are temporarily suspended for a period of three years from the effective date of this ordinance.

Section 3. Effective Date

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

PASSED AND ADOPTED by the City Council on the 2nd day of April, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

AGENDA ITEM # 9

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: **RESOLUTION 30-2007 - AEROJET GET KA: TENTATIVE PARCEL MAP, CONDITIONAL USE PERMIT & DESIGN REVIEW**

OWNER:	**APPLICANT:**	**REPRESENTATIVE:**
Cordova Church of Christ Jim Dixon 10577 Coloma Rd. Rancho Cordova, CA 95670	Aerojet-General Corporation Alan Jackson P.O. Box 13222, M.S. 5519 Sacramento, CA 95813	Central Valley Environmental Robert Fagerness 9718 Fair Oaks Blvd., # C Fair Oaks, CA 95628

PROJECT:	Aerojet KA Tentative Parcel Map (TPM), Conditional Use Permit (CUP), and Design Review (DR)
FILE:	RC-06-232
LOCATION:	10557 Coloma Rd.
APN:	056-0011-010
PLANNER:	William Campbell, Principal Planner

RECOMMENDATION

Adopt Resolution 30-2007.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will approve conditional use permit, tentative subdivision map, and design review entitlements, allowing Aerojet to pursue the development of the groundwater treatment facility at the Coloma Road site.

BACKGROUND

At the March 19 regular meeting, the City Council heard the applicant's request for all entitlements for the Aerojet Water Treatment facility located at 10557 Coloma Road. After the public hearing was closed and the Council deliberated the merits of the project, staff was instructed to prepare a resolution to approve the project. The City Attorney and the Planning Department have prepared the necessary resolution that supports the findings with evidence received from the record to approve the project. The resolution is

AGENDA ITEM # 10

accompanied with the final design review materials, the parcel map, and the appropriate conditions of approval and mitigation measures to protect the environment.

ATTACHMENTS

1. Resolution 30-2007 including project plans (Exhibit A), tentative subdivision map (Exhibit B) and Conditions of Approval and MMRP (Exhibit C, Sections 1 and 2).
2. 500' Radius Map and Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. 30-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A CONDITIONAL USE PERMIT, TENTATIVE PARCEL MAP, AND DESIGN REVIEW FOR AEROJET GET KA SYSTEM PROJECT # RC 06-232

WHEREAS, Aerojet General Corporation, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Conditional Use Permit, Tentative Parcel Map, and Design Review for the Aerojet GET KA System, located at the Church of Christ on Coloma Road; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; 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 (Public Resources Code §21000, et seq.); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA:

The City Council approves the project as submitted, subject to the Project Plans (**Exhibit A**) the Tentative Parcel Map (**Exhibit B**) and the Conditions of Approval (**Exhibit C**), supported by the following Findings and Evidence:

1. CALIFORNIA ENVIRONMENTAL QUALITY ACT

   The City finds that the proposed project was adequately analyzed according to the Guidelines of the California Environmental Quality Act.

   Findings and Evidence

   a) The City finds that the proposed project 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:** On the basis of the Mitigated Negative Declaration, public comments received, and the whole record, there is no substantial evidence that the project would have a significant adverse impact on the environment.

   b) The City finds that modification of the discharge pipeline to flow from the treatment plant to the open storm water drain known as Clifton Drain would not require additional CEQA documentation, pursuant to State CEQA Guidelines Section 15162. **Evidence:** On the basis of additional analysis conducted by City Environmental Staff, modification of the discharge pipeline would not result in any significant impact not previously identified, nor would such modification result in any previously identified environmental impact to become more significant than discussed in the Mitigated Negative Declaration.

2. WILLIAMSON RANCH SPECIAL PLANNING AREA

The City finds that the proposed project complies with all the development and performance standards detailed in the Williamson Ranch Special Planning Area (SPA) Section 501-144 and findings contained in Section 501-145 of the SPA.

SPA Section 501-144 Development and Performance Standards

a) The development shall not generate traffic above the amount that would be generated by residential development of ten dwelling units per acre.

b) The minimum setback from Coloma Road shall be twenty-five (25) feet. The area of the setback shall be fully landscaped with live landscaping.

c) Building shall not exceed thirty (30) feet in height (2 stories), except that no structure which abuts existing single family residential development along the north, west, and east boundaries of the Special Planning Area shall exceed one (1) story in height.

d) The development shall have a maximum of three (3) vehicular access points onto Coloma Rd and only single family residential traffic is permitted onto the presently abutting residential streets. Pedestrian access to Coloma Road shall be provided in a manner which minimizes walking distance to bus stops.

e) A permanent all-weather marker shall be installed on the site indicating the historical value of the Williamson Ranch in the history of Rancho Cordova.

f) If commercial uses are developed, only one (1) monument sign not to exceed eight (8) feet in height and thirty-six (36) square feet in area is permitted.

Findings and Evidence

a) The City finds that the proposed project will not generate service vehicle traffic above the amount that would be generated by residential development. **Evidence:** Large maintenance trucks are expected to visit the site four (4) times a year for regular maintenance. These trucks would not impact the residential neighborhood because the facility is located on the southern boundary of the SPA. The trucks would not access the facility through the residential streets of the SPA.

b) The City finds that the proposed projects setback from Coloma Road will be more than twenty-five (25) feet and will be fully landscaped with live landscaping. **Evidence:** The plans for the proposed building for the project show the building as having a setback more than twenty-five (25) feet from the street, exceeding the minimum front setback requirement, which will be fully landscaped.

c) The City finds that the proposed building shall not exceed thirty (30) feet in height (2 stories). **Evidence:** The proposed plans for the building show it as being twenty-eight (28) feet tall and abutting two (2) story single family residential uses on the north and west sides of the subject property. The proposed structure is not taller than the abutting two story structures to the north and is not limited to single story as properties that are on the west, north and east boundaries of the Williamson SPA.

d) The City finds that the proposed project will not have more than three (3) vehicular access points onto Coloma Road and will provide pedestrian access to Coloma Road in a manner which minimizes walking distance to bus stops. **Evidence:** There are two (2) vehicular access points to serve the new project, one existing on the church site and one

new access point on the subject property, facing Coloma Road to serve the new development. There is existing pedestrian access along Coloma Road.

e) The City finds that the proposed project will contain a permanent all-weather marker on the site indicating the historical value of the Williamson Ranch in the history of Rancho Cordova. **Evidence:** There is currently an all-weather marker installed immediately to the west of the subject site signifying the historical value of the Williamson Ranch.

f) The City finds that the proposed project will not have a monument sign exceeding eight (8) feet in height and thirty-six (36) square feet. **Evidence:** Pursuant to the proposed project's plans, there will not be any monument signs on-site identifying the treatment facility.

SPA Section 501-145 Findings

a) The area which encompasses this Special Planning Area is the last remaining portion of the Williamson Family Ranch, which was established on the site in the 1850s. In addition to its historic value, the property has aesthetic value due to the mature fruit and nut orchard which exists on site.

b) The unique historic and aesthetic qualities of the site would not be adequately protected if development were to be permitted according to standards of the adopted residential and commercial land use zones.

c) The site which consists of thirty-six (36) acres is sufficiently large to accommodate urban uses in a manner sensitive to the site's special characteristics while allowing development which is compatible with the existing intensity of development in the vicinity.

d) The uses permitted and development criteria described herein provide for a reasonable use of the land and will not result in undue hardship on property owners within the Special Planning Area.

Findings and Evidence Consistent with the SPA's 501-145 Findings

a) The City finds that the proposed project will not jeopardize the site's historic and aesthetic value. **Evidence:** Existing fruit and nut trees are in decline and the condition of the remaining fruit trees have been documented by the City Arborist. The tree removal will not impact the aesthetic value of the property, which is mandated by the Williamson Ranch SPA Findings. The actual home site of the Williamson family was not located on the project site and the original home site has been removed and developed with single family residences to the north of the project site. The project is architecturally compatible with the Church of Christ, and conditions have been placed on the project to ensure the surrounding neighborhood is not negatively impacted by noise, light and glare from the project. Additionally, a condition of approval has been provided for an archaeologist to monitor the excavation of the site for protection of any historical artifacts that may be present on site.

b) The City finds that the proposed project will not jeopardize the unique historic and aesthetic qualities of the site. **Evidence:** The Aerojet project is compatible with the existing church that was approved many years ago in Williamson SPA. The project is in context with the church campus and will appear seamless from the view of Coloma Road, because many of the same design characteristics of the church have been integrated into the project.

c) The City finds that the proposed project will use the site in a manner sensitive to the site's special characteristics and will be compatible with the existing intensity of development in the vicinity. **Evidence:** The project proposes to locate a high capacity water treatment facility within an undeveloped portion of the Williamson SPA. The land is currently vacant and has been neglected for many years and the development of this facility will significantly improve the over all aesthetics of the Coloma Road frontage. The water treatment facility is a very important component in the remediation efforts of Aerojet to restore the groundwater resource.

d) The City finds that the uses permitted and development criteria adopted for the proposed project provide for a reasonable use of the land and will not result in undue hardship on property owners within the Special Planning Area. **Evidence:** The City received public testimony regarding the physical, financial and sociological impacts from the immediate neighborhood on the perceived impacts of the project. The Mitigated Negative Declaration adequately analyzed the environmental impacts of the project on the subject property and disclosed no significant environmental impacts that would impact the project area. No credible evidence was provided to support the claim of any loss of property value or the significant disruption of the existing community due to the construction of the project and its associated off site pipe lines. However, there was significant and compelling testimony from State and Local Water Agencies, local environmental interests and the Environmental Protection Agency urging the approval of the project for the good of the environment and the protection of the local water supply. Golden State Water Company indicated that three wells were in eminent danger of becoming contaminated if the remediation efforts were delayed. The impact of the lost wells would have significant effects on water supply, which could result in radical conservation practices.

3. CONDITIONAL USE PERMIT

Finding

The City finds that the establishment, maintenance and operation of the use, building, or structure applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City (Zoning Code Section 110-30).

Evidence

The proposed project will treat valuable groundwater resources that will ultimately be used by the Sacramento County Water Agency as part of the Eastern Sacramento County Water Supply Project. The Use Permit will allow the applicant to lawfully proceed with groundwater clean-up. The applicant has taken additional steps to ensure the water treatment activity is conducted with minimal visual and noise impacts. Analysis by staff of the proposed project, including the analysis presented in the MND, including the Conditions of Approval will ensure that there will be no negative impacts to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the surrounding neighborhood. The water treatment will have a positive effect on the local water supply and protect the health and general welfare of the community.

4. TENTATIVE PARCEL MAP

The City finds that the proposed project does not result in any condition under Section 66474 of the California Subdivision Map Act requiring the City to deny approval of a tentative map.

Section 66474 of the Subdivision Map Act

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 California Government Code 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 designs of the subdivision or the proposed improvements are not 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.

Findings

The City finds that Section 66474's findings do not apply to the proposed Tentative Parcel map.

a) The City finds that the proposed map is consistent with the General Plan designation.

b) The City finds that the design or improvements of the proposed map are consistent with the General Plan.

c) The City finds that the site is physically suitable for the proposed development and related uses and densities of the City of Rancho Cordova Zoning Code. The project has been reviewed for architectural compatibility with the church property and in context with the other land uses along Coloma Road.

d) The City finds that the site is physically suitable for the proposed density of development. The project is consistent with the development standards of the Williamson Ranch Special Planning Area, as described in section 2 above.

e) The City finds that the proposed project was analyzed with an Initial Study, a Mitigated Negative Declaration was prepared and subsequently a Notice of Intent to Adopt a Mitigated Negative Declaration was prepared and circulated according to the

requirements of the California Environmental Quality Act (Public Resources Code §21000, et seq.).

f) The City finds that the subdivision of one (1) parcel into two (2), where the existing lots are zoned for smaller lots will not likely to cause serious public health problems.

g) The City finds that there is no conflict with easements acquired by the public at large, for access through or use of property within the proposed subdivision.

5. DEVELOPMENT PLAN REVIEW

The City finds that the proposed Aerojet project satisfies all City required findings.

Required Findings

a) The proposed project is consistent with the objectives of the General Plan and Community Plan, complies with applicable Zoning regulations, Specific Plan provisions, Special Planning Area provisions, and is consistent with the applicable "Guiding Principals" and "Design Concepts" in section 110-84.

b) The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

c) The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

d) The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Findings and Evidence Satisfying Required Findings for Proposed Project

a) The City finds that the proposed project is consistent with the objectives of the General Plan, complies with applicable Zoning regulations, Special Planning Area provisions, and is consistent with the applicable "Guiding Principals" and "Design Concepts" in section 110-84. **Evidence:** The project was reviewed and found to be consistent with the Goals and Policies of the General Plan that address resource protection and neighborhood compatibility in design. The project furthers General Plan Goal NR.5 by protecting the quantity and quality of the City's water resources. The project design was also guided by the standards of the Williamson Special Planning Area and those findings are supported in Section 2 of this Resolution. The adopted design guidelines for non-residential structures were used to guide the design of the treatment facility to be architecturally in context to the adjoining church on Coloma Road and with respect to the adjoining residential to the north, with enhanced landscaping and building separations greater than the minimum setbacks specified in the Code.

b) The City finds that the proposed project's architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community. **Evidence:** The proposed building maintains human scale and is in proportion with the neighboring structure. The building is nearly thirty (30) feet tall and maintains aesthetic interest while shielding

related treatment activity from view. The applicant is proposing an extensive upgrade with new trees and shrubbery, removing dead trees on site. There are no protected species of trees on the subject site, as documented in the environmental analysis.

c) The City finds that the proposed project's architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties. **Evidence:** The proposed project's architecture is consistent with the Cordova Church of Christ. The building features similar architectural details including red tile Spanish roof, stucco exterior, articulated columns, varied paint details, and openings. The design, setback, and landscaping of the building further shield the remediation equipment. Additional conditions have been created to further protect the abutting properties from potential nuisances caused by visual impacts, noise, light and glare from the project.

d) The City finds that the proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation. **Evidence:** The proposed project will not generate significant traffic volumes that would impact the circulation pattern of Coloma Road, nor create conflicts with establish pedestrian routes along Coloma Road. The project shares a driveway with the Church of Christ and has a driveway on site to promote safe ingress and egress of service vehicles to the site. The ingress and egress to the site does not interfere with any designated bicycle paths or trail corridors along Coloma Road.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of April, 2007 by the following vote:

AYES:

NOES:

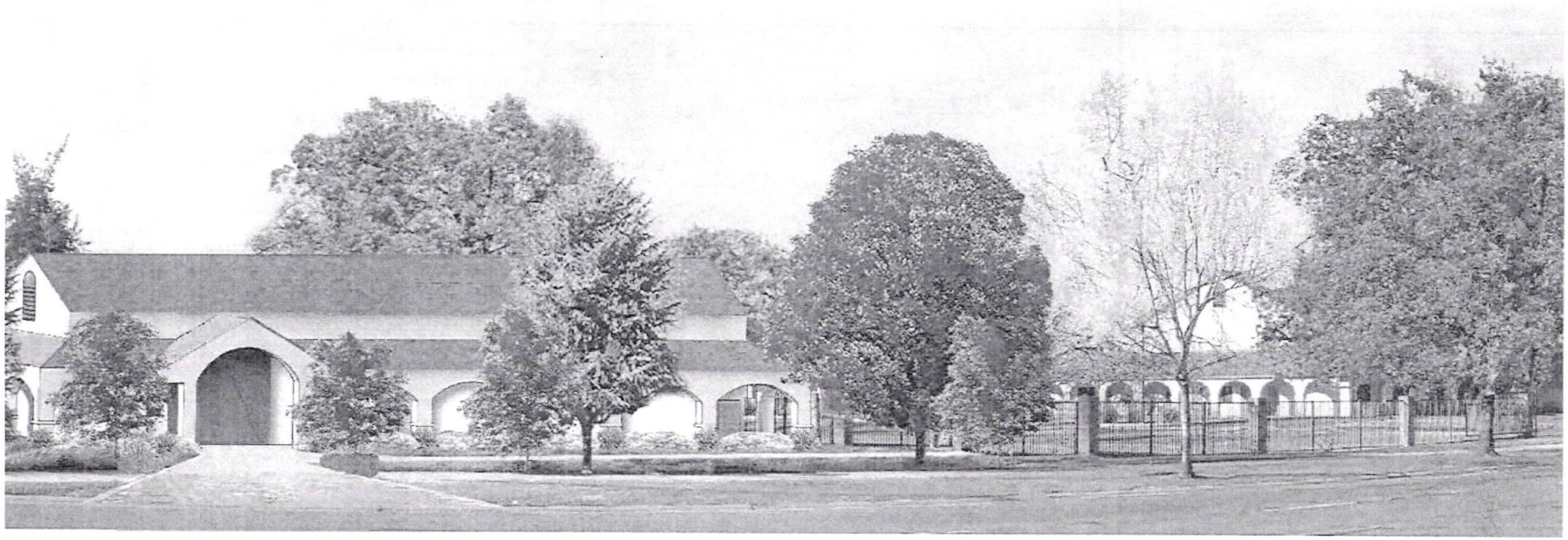
ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk



Stantec

Stantec Consulting Inc.
2590 Venture Oaks Way
Sacramento, CA.
95833
Tel. 916.569.2500
Fax. 916.921.9274
www.stantec.com

Front Elevation Perspective GET 'K-A'
WESTERN GROUNDWATER OPERABLE UNIT
View From Coloma Rd.

Note:
1. Drawing not to scale.
2. Fence and gate not shown for clarity.

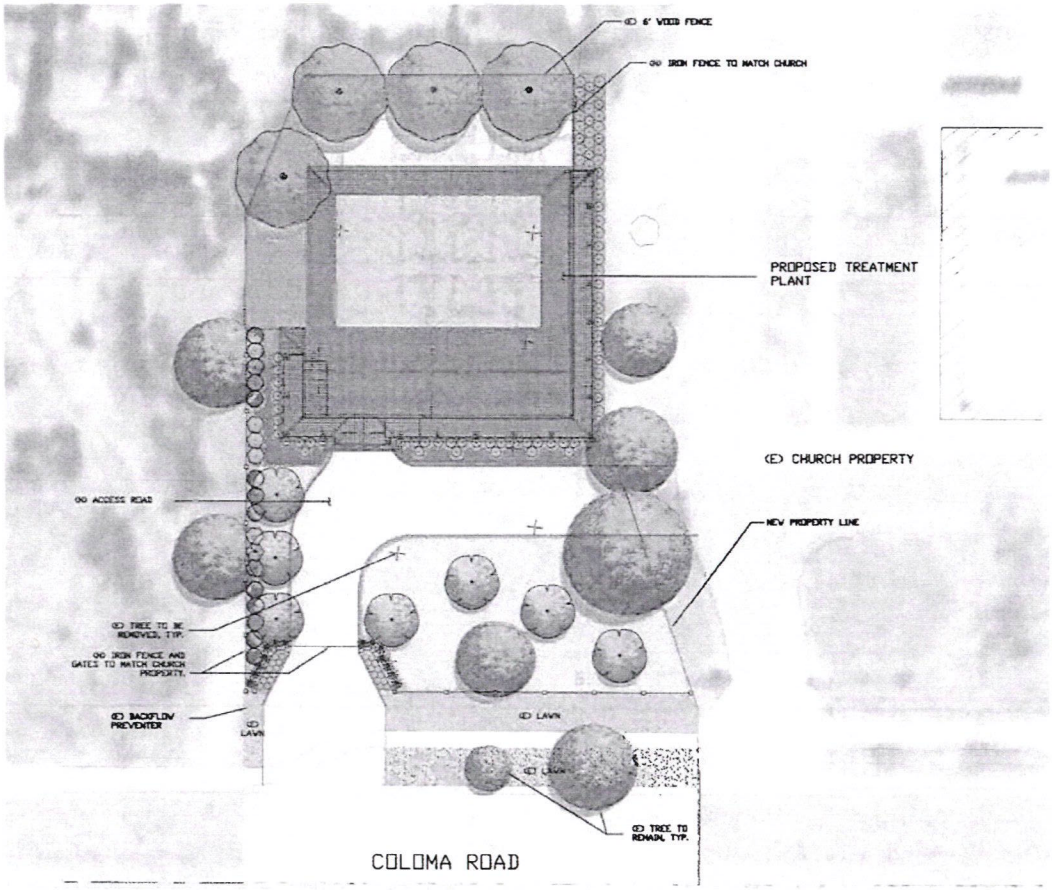
Client/Project
Gencorp Aerojet
10577 COLOMA ROAD, RANCHO CORDOVA 95670
SACRAMENTO, CALIFORNIA

Figure No.
A-2

Title
Groundwater Extraction and Treatment System GET 'K-A'

Date: 03/18/07
84200335

Exhibit A



PROPOSED PLANT LEGEND

TREES	BOTANICAL/COMMON	WATER USE
	NYSSA SYLVATICA / SOUR GUM	MEDIUM
	QUERCUS ILEX / HOLLY OAK	MEDIUM
SHRUBS	**BOTANICAL/COMMON**	
	PHORMIUM TENAX 'DAZZLER' / PHORMIUM	MEDIUM
	PHORMIUM TENAX 'BRONZE BABY' / PHORMIUM	MEDIUM
	PHOTINIA FRASERI 'INDIAN PRINCESS' TM / INDIAN PRINCESS PHOTINIA	MEDIUM
	PITTOSPORUM TOBIRA 'WHEELERS DWARF' / WHEELER'S DWARF PITTOSPORUM	MEDIUM
	RHAPHIOLEPIS INDICA 'BALLERINA' / INDIAN HAWTHORNE	MEDIUM
	RHAPHIOLEPIS INDICA 'WHITE ENCHANTRESS' TM / WHITE ENCHANTRESS INDIAN HAWTHORNE	MEDIUM
	XYLOSMA CONGESTUM 'COMPACTA' / COMPACT XYLOSMA	MEDIUM
GROUND COVERS	**BOTANICAL/COMMON**	
	HYPOPORUM PARVIFOLIUM / TRAILING HYPOPORUM	LOW
	TRACHELOSPERMUM JASMINOIDES / STAR JASMINE	LOW
	(E) LAWN	HIGH
	BARK MULCH ONLY	NONE

PRELIMINARY LANDSCAPE PLAN

0 10 20 40 60 80

Stantec Consulting Inc.
2590 Venture Oaks Way
Sacramento, CA
95833
tel. 916.569.2500
fax. 916.921.9274
www.stantec.com

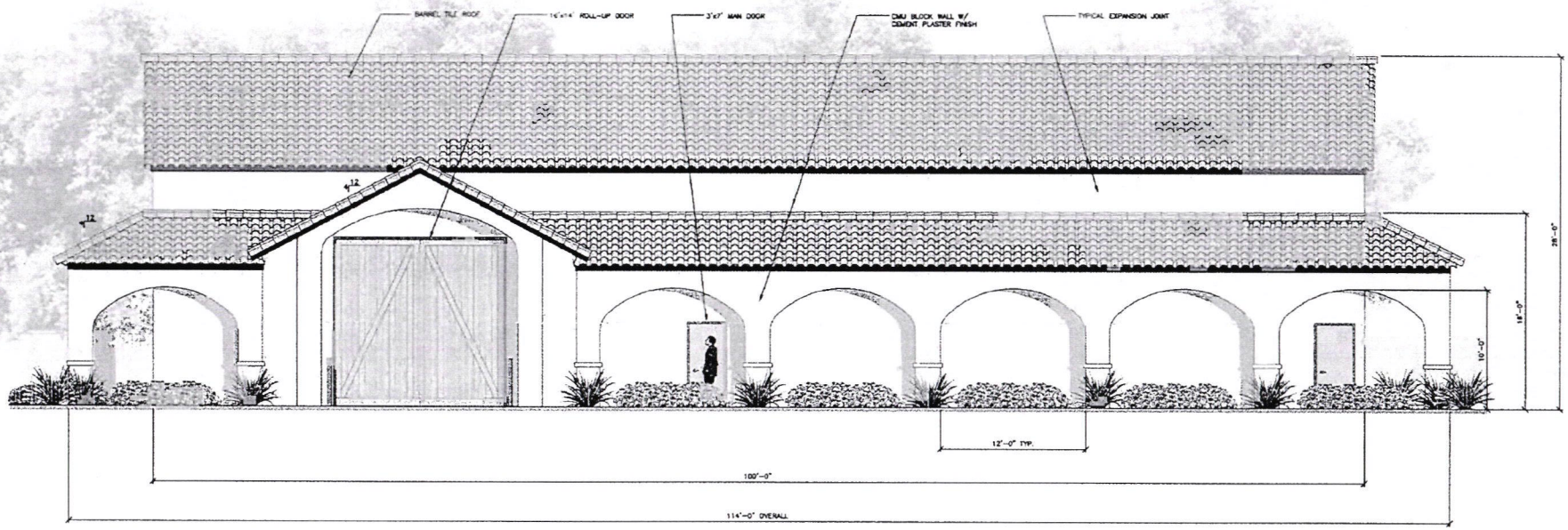
Conceptual Landscape Plan, GET 'K-A'
WESTERN GROUNDWATER OPERABLE UNIT

Client/Project
Gencorp Aerojet
10577 COLOMA ROAD, RANCHO CORDOVA 95670
SACRAMENTO, CALIFORNIA

Figure No.
A-3C

Title
Groundwater Extraction and Treatment System GET 'K-A'

Date
04.29.03.15



SCALE: 1/4" = 1'-0"

Stantec Consulting Inc.
2590 Venture Oaks Way
Sacramento, CA.
95833
tel 916.569.2500
fax 916.921.9274
www.stantec.com

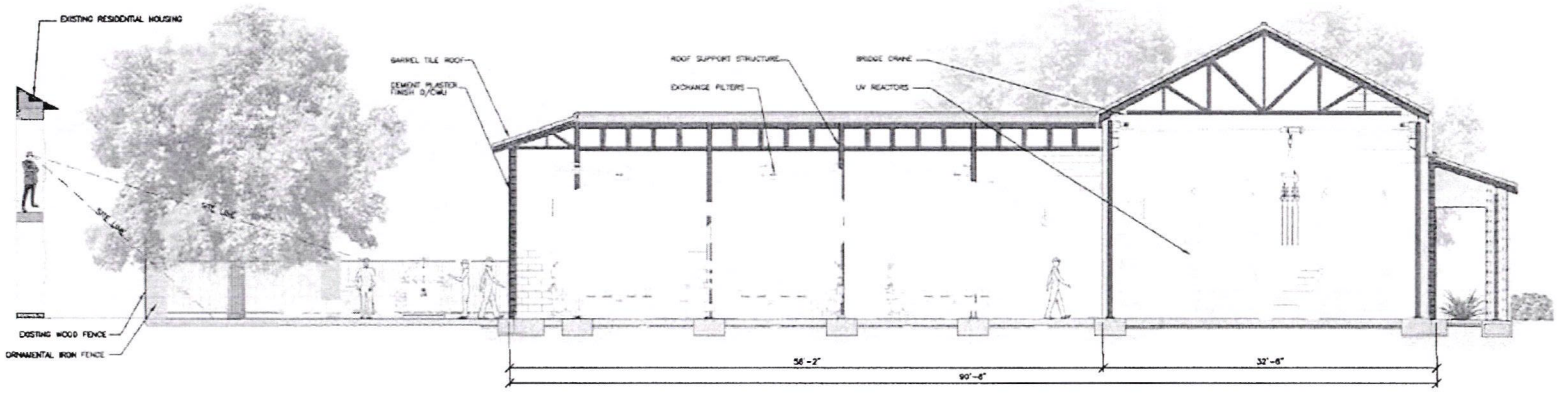
Front Elevation GET 'K-A'
WESTERN GROUNDWATER OPERABLE UNIT
View From Coloma Rd.

Owner/Project
Gencorp Aerojet
12577 COLOMA ROAD, RANCHO CORDOVA 95670
SACRAMENTO, CALIFORNIA

Figure No.
A-3A

Title
Groundwater Extraction and Treatment System GET 'K-A'

Date: 03/08/06
AA06035



SCALE 3/16" = 1'-0"

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2590 Venture Oaks Way
Sacramento, CA
95833
tel. 916.569.2500
fax. 916.921.9274
www.stantec.com

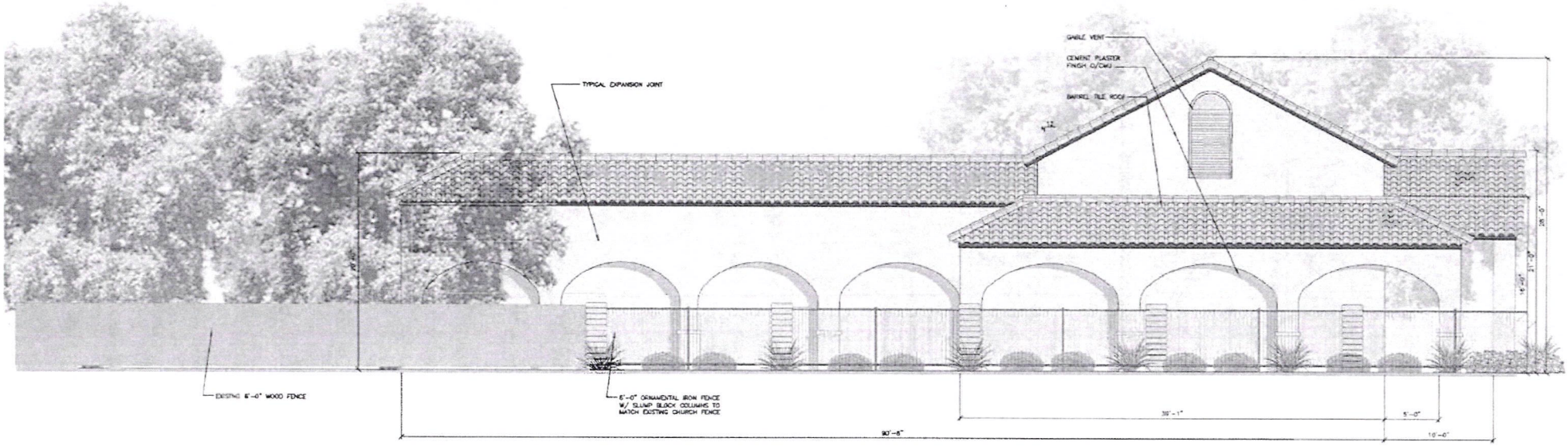
Section GET 'K-A'
WESTERN GROUNDWATER OPERABLE UNIT
View Looking East

Client/Project
Cerexagri Aerojet
10577 COLOMA ROAD, RANCHO CORDOVA 95670
SACRAMENTO, CALIFORNIA

Figure No.
A-4

Title
Groundwater Extraction and Treatment System GET 'K-A'

Date: 05/05/08
ACAD33b



SCALE 1/4" = 1'-0"

Stantec

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2590 Venture Oaks Way
Sacramento, CA
95833
Tel: 916.569.2500
Fax: 916.921.9274
www.stantec.com

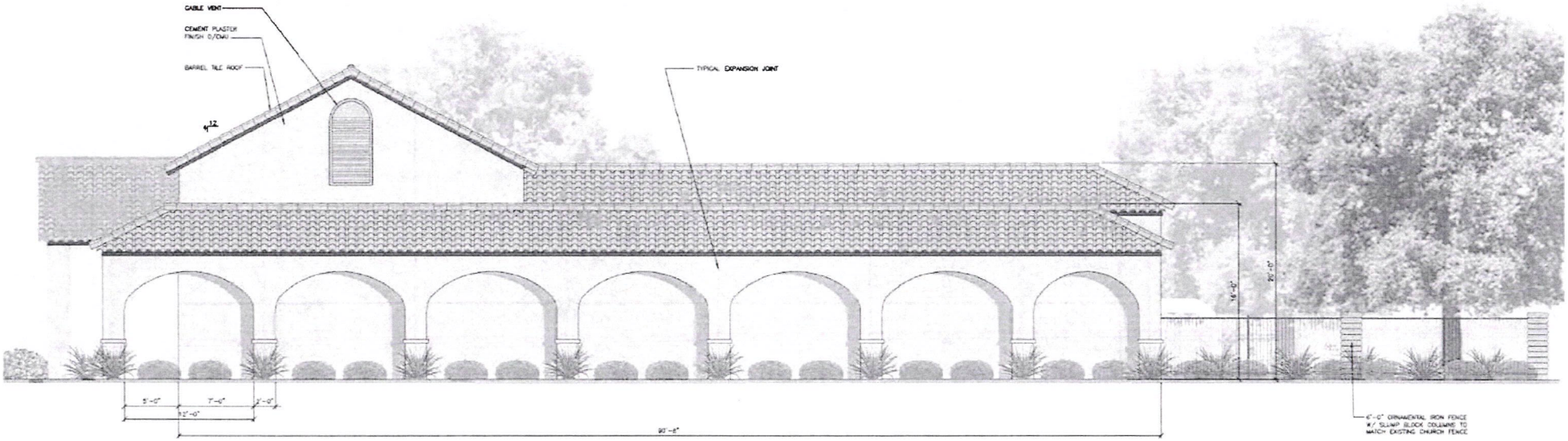
West Elevation GET 'K-A'
WESTERN GROUNDWATER OPERABLE UNIT
View From Studaras Dr.

Owner: Aerojet
10577 COLOMA ROAD, RANCHO CORDOVA 95670
SACRAMENTO, CALIFORNIA

Plan No.: A-3B

Title: Groundwater Extraction and Treatment System GET 'K-A'

Date: 09/09/08
Job No.: 160933



SCALE 1/4" = 1'-0"

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2590 Venture Oaks Way
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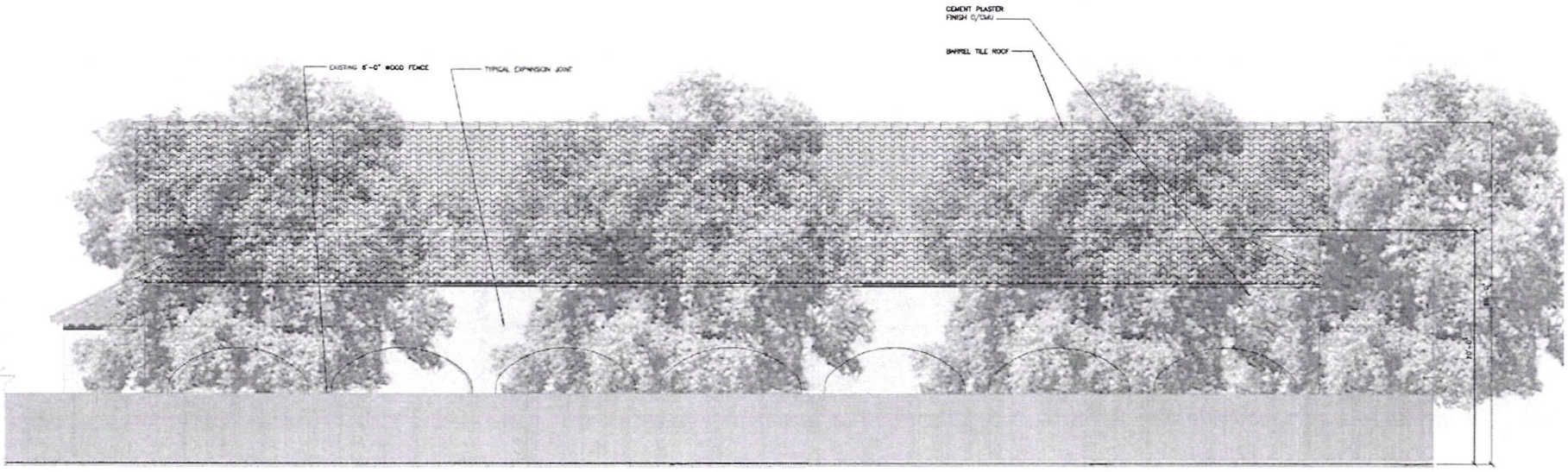
East Elevation GET 'K-A'
WESTERN GROUNDWATER OPERABLE UNIT
View From Rancho Cordova Church of Christ

Client/Project
Genco/GenCorp Aerojet
10577 COLOMA ROAD, RANCHO CORDOVA 95670
SACRAMENTO, CALIFORNIA

Figure No.
A-3D

Title
Groundwater Extraction and Treatment System GET 'K-A'

Date: 09/28/06
84206325



SCALE 1/4" = 1'-0"

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95833
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www.stantec.com

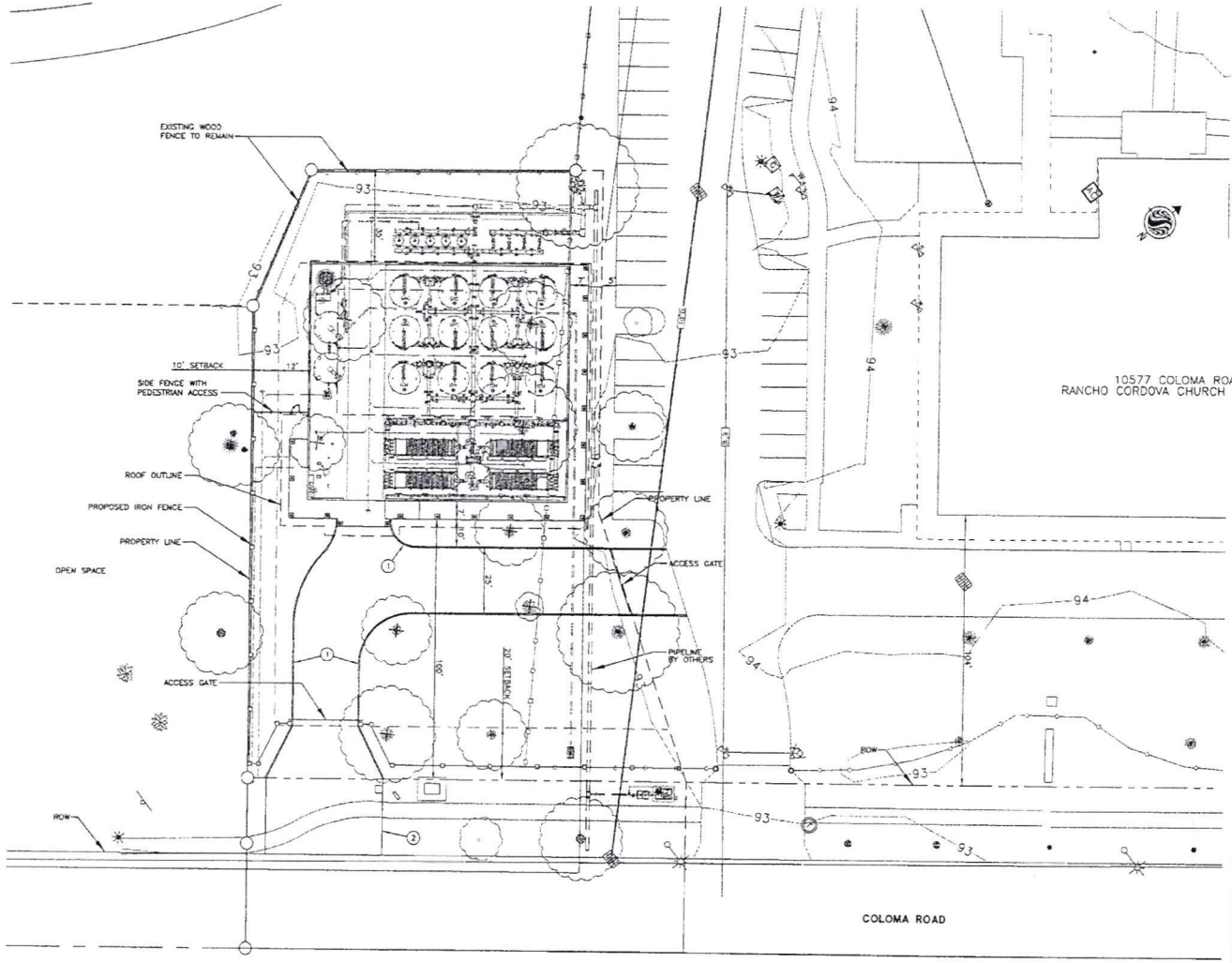
Rear Elevation GET 'K-A'
WESTERN GROUNDWATER OPERABLE UNIT
View From Apple Grove Wy.

Client/Project
Gencorp Aerojet
10577 COLOMA ROAD, RANCHO CORDOVA 95670
SACRAMENTO, CALIFORNIA

Figure No.
A-3C

Title
Groundwater Extraction and Treatment System GET 'K-A'

Date: 25/05/06



CONSTRUCTION NOTES

1. CONSTRUCT TYPE 3 CURB PER COUTY OF SACRAMENTO STANDARD A-25.
2. CONSTRUCT DRIVEWAY PER COUNTY OF SACRAMENTO STANDARD A-6.

REGISTERED PROFESSIONAL ENGINEER — No. 36985 Exp.6/30/08 — CIVIL — STATE OF CALIFORNIA

PAGE 8 OF 37

REVISIONS					
TECH SVC RELEASE	BY	DATE	DESCRIPTION	DRAWN	CHECKED	APPR

TECH ENGINEER	L. JOSIFEK	NOV '06
DRAWN	L. JOSIFEK	NOV '06
PROJECT ENGINEER	A. JACKSON	NOV '06

GenCorp FACILITY ENGINEERING — AEROJET — 4040 EAST SACRAMENTO STREET, RANCHO CORDOVA, CA

Stantec Consulting Inc. 2590 Venture Oaks Way, Sacramento, CA 95833, USA Tel: 916.924.2000 Fax: 916.924.2171 www.stantec.com

PROJECT TITLE

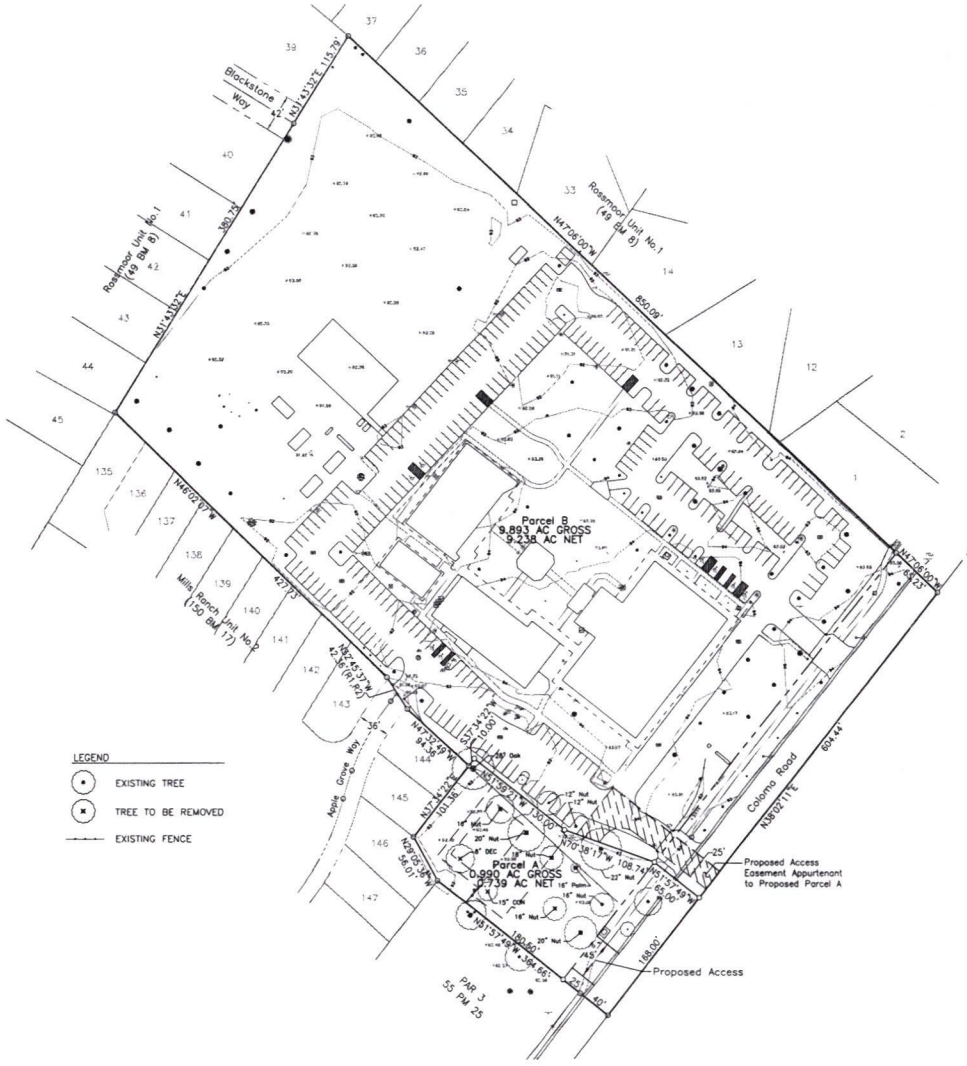
GET 'K-A' TREATMENT PLANT

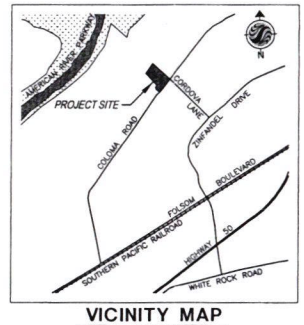
DWG. DESCRIPTION: CIVIL SITE PLAN

SCALE	DRAWING NO.	SHT. NO.	REV.
1"=20'	SFE-1839	C2 OF 2	-

SPEC NO. SP-1839 — TECH SVC RELEASE — PC995

GET 'K-A' TREATMENT PLANT





VICINITY MAP

NOT TO SCALE

NOTE:

THIS TENTATIVE MAP WAS PREPARED UNDER MY DIRECTION. INFORMATION SHOWN HEREON IS TO BE USED FOR PURPOSES OF OBTAINING AN ENTITLEMENT FOR A TENTATIVE SUBDIVISION MAP ONLY AND IS SUBJECT TO REVISION.

DATE: _____

_____

JAMES V. MERLE, LS 5537
LICENSE EXPIRES: 12/31/08

PROJECT NOTES

RECORD OWNER
CORDOVA CHURCH OF CHRIST
10577 COLOMA ROAD
RANCHO CORDOVA, CA 95670
PHONE: (916) 638-2200

SUBDIVIDER
GENCORP AEROJET
M/S 5519 PO Box 13222
SACRAMENTO, CA 95813
PHONE: (916) 355-3822
CONTACT: ALAN JACKSON

ENGINEER/SURVEYOR
STANTEC CONSULTING INC.
2590 VENTURE OAKS WAY
SACRAMENTO, CA 95833
PHONE: (916) 569-2500
CONTACT: JAMES MERLE

SITE AREA
10.883± ACRES GROSS
9.977± ACRES NET

ASSESSORS PARCEL NUMBER(S)
056-0011-010

ZONING
EXISTING: RD-5 PROPOSED: RD-5

PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS:	CITY OF RANCHO CORDOVA
WATER:	SACRAMENTO COUNTY WATER AGENCY
SEWER:	COUNTY OF SACRAMENTO
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	SACRAMENTO MUNICIPAL UTILITY DISTRICT
GAS:	PACIFIC GAS AND ELECTRIC
TELEPHONE:	PACIFIC BELL
ELEMENTARY SCHOOL DISTRICT:	FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
HIGH SCHOOL DISTRICT:	FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METROPOLITAN FIRE DISTRICT

LAND USE SUMMARY

EXISTING USE:	RELIGIOUS
PROPOSED USE:	RELIGIOUS & INDUSTRIAL
LOT A:	0.990 ACRES GROSS
	0.739 ACRES NET
LOT B:	9.893 ACRES GROSS
	9.238 ACRES NET
TOTAL	10.883 ACRES GROSS
	9.977 ACRES NET

SCALE: 1" = 60'

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Tel. 916.569.2500
Fax. 916.921.9274
www.stantec.com

Cordova Church of Christ

Tentative Parcel Map

Rancho Cordova, California

Being a subdivision of Parcel B of Parcel Map filed for record in Book 71 of Parcel Maps at Page 21 Official Records of Sacramento County

Client/Project
GENCORP AEROJET
GET "K-A" TREATMENT PLANT
Rancho Cordova, CA

Figure No.
1.0

Title
Tentative Parcel Map

April, 2006
842 00335

Exhibit B

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The entitlement approved by this action is for a Conditional Use Permit, Tentative Parcel Map, and Design Review to allow groundwater extraction and treatment at 10557 Coloma Rd., as described in the exhibits and attachments dated April 2, 2007.	On-going	Planning	
2.	The project shall be constructed in substantial compliance with the approved plans adopted by the City Council.	On-Going	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	
4.	Aerojet shall provide the City with an annual report, in January of each year, regarding the progress of the remediation efforts and any significant additions to the existing system that would impact the community i.e. additional wells, piping and or other treatment facilities.	On-going	Planning	
	Prior to Issuance of Building Permits			
5.	Applicant shall pay all outstanding costs associated with the approval of the project.	Prior to the Issuance of any Permits by the City	Finance	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
6.	The applicant shall secure the services of a professional archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology to monitor initial ground disturbance associated with the treatment facility. The archaeologist shall continue monitoring activities according to a schedule acceptable to the City of Rancho Cordova and the applicant. The archaeological monitoring schedule shall be based on the result of initial monitoring and a determination of the archaeological sensitivity of the area by the project archaeologist, as approved by City Cultural Resources Staff. The City of Rancho Cordova and the project applicant shall consider any and all mitigation recommendations presented by the project archaeologist. The City and the project applicant shall consult and agree upon implementation of a measure or measures that the City and project applicant deem feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. The project applicant shall be required to implement any mitigation necessary for the protection of cultural resources. Prior to the commencement of project ground disturbing activities, the project archaeologist or appropriate City staff shall inform all construction personnel of the type(s) of cultural resources that might be inadvertently uncovered in the area and protocols to be implemented to protect Native American human remains and any subsurface cultural resources.	Prior to Approval of Grading Permit and Throughout All Phases of Ground Disturbance	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
7.	The building and landscape plans shall be reviewed for architectural consistency with the approved plans by the Planning Director. The main truck entry door shall be architecturally enhanced and shall emulate the appearance of heavy timber carriage doors to complement the "Spanish Style" of the building, to the satisfaction of the Planning Director. The landscape plan shall provide an effective visual screen of evergreen trees, along the property line abutting the residential uses, to the satisfaction of the Planning Director.	Prior to Building Permits	Planning	
8.	Applicant shall prepare a fencing/wall design plan for the perimeter of the property, to the satisfaction of the Planning Director. The fence shall match the fence detail of the church property along the Coloma Road frontage and western property line and a decorative 8 feet masonry wall or equivalent shall be constructed along the property line abutting any residentially used property.	Prior to Building Permits	Planning	
9.	Applicant shall prepare an acoustical analysis that will demonstrate the facility will not generate more than 45 dBA during the evening hours between 8PM of one day to 6AM to following day, measured along any point on the property line.	Prior to Building Permits	Planning	
10.	Applicant shall prepare a photometric study of the site that will demonstrate the light pattern shall not be greater than one foot candle measured along any point on the property line. Any light source located adjoining residentially used property shall install shields to block the view of the light source from the residential properties.	Prior to Building Permits	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
11.	On site fire protection devices, hydrants, and adequate water supply shall be installed and approved by the Metro Fire, prior to combustible materials stored on site.	Prior to Building Permits	Metro Fire	
12.	Applicant shall prepare an improvement and construction phasing plan for the off site piping, to and from the treatment facility, to the satisfaction of the Public Works Director. The plan shall indicate the precise route of the discharge line from the treatment facility to Clifton Drain, unless it can be demonstrated to be infeasible, due to engineering constraints.	Prior to Building Permits	Public Works	
	Prior to Final Map			
13.	Dedicate a 12.5 ft. public utility easement for overhead and underground facilities and appurtenances adjacent to all public street rights of way, along Coloma Road.	Prior to Final Map	SMUD	
	Prior to Final Inspection			
14.	An inspection of the finished building and site improvements shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	
15.	Install final site landscaping according to the approved plan. The total site landscaping shall be installed and accepted by the Planning Director, prior to the operation of the treatment facility.	Prior to Final Inspection	Planning	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
MM 4.1a	Prior to each phase of grading and construction or any other site disturbance between the dates of March 1 and August 31, a determinate survey shall be conducted to determine if active nesting by birds protected under the Migratory Bird Treaty Act (MBTA) or other special-status bird species is taking place. Surveys shall be conducted according to the following requirements: • The survey(s) shall be conducted by a qualified biologist or other equivalent professional. • The survey(s) shall be conducted no more than 30 days and no less than 14 days prior to site disturbance to occur between March 1 and August 31. • The survey(s) shall include all areas within 100 feet of the project site. • A copy of the survey(s) shall be provided to the City of Rancho Cordova no less than 7 business days prior to site disturbance. If any special-status bird species are found to be nesting within the survey area, the project proponent shall immediately contact the City of Rancho Cordova Planning Department in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity of any kind may occur within 100 feet of any nesting activity or as otherwise required following consultation with the City Planning Department and the California Department of Fish and Game until such time as the young have fledged. If all construction activities are to be completed outside the nesting season (identified above), determinate surveys shall not be required.	All necessary surveys shall be provided to the City of Rancho Cordova Planning Department no less than 7 days prior to site disturbance between March 1 and August 31.	City of Rancho Cordova Planning Department in consultation with the California Department of Fish and Game.	

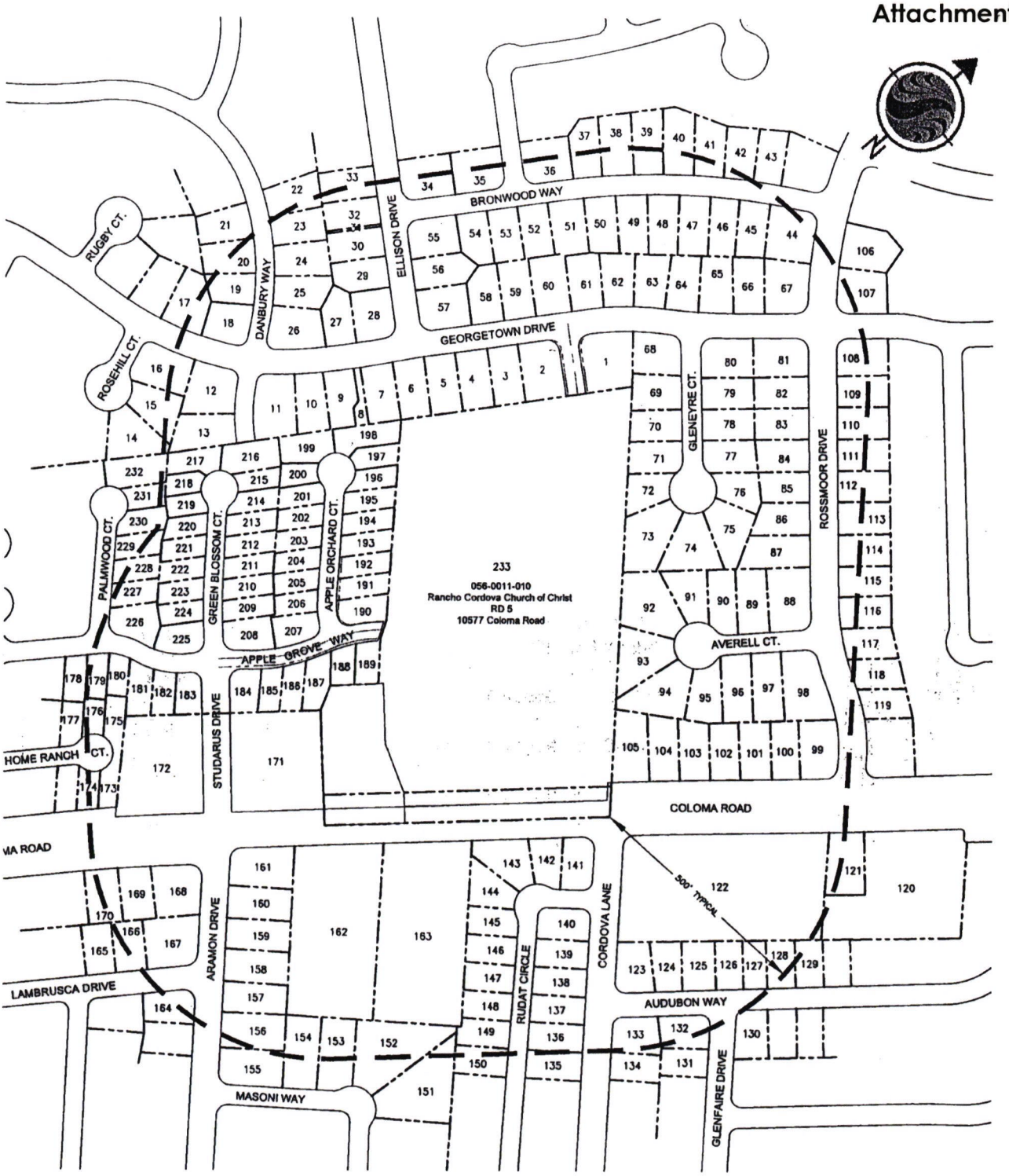
MM 4.1b	The project proponent shall conduct or update determinate surveys for potentially occurring special-status species or their habitat using protocol acceptable to the regulatory agencies with authority over these species, or assume species presence within the area of project activity. • If any special-status species or their habitat are indicated or assumed, 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 U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG), and shall emphasize a multi-species approach to the maximum extent possible. The Special-Status Species Avoidance/Mitigation Plan shall be submitted to the City Planning Department for approval. • Where project impacts include take of a State listed animal species, a "2081-incidental take" permit shall be obtained from the CDFG and permit conditions implemented, pursuant to the California Endangered Species Act. Proof of such a permit shall be provided to the City of Rancho Cordova Planning Department prior to site disturbance. Determinate surveys for potentially occurring special-status species shall be conducted no more than three months prior to site disturbance. A copy of all determinate surveys shall be provided to the City Planning Department.	Determinate surveys shall be performed no more than three months prior to site disturbance. Any required avoidance/mitigation plans or permits listed above shall be provided to the City Planning Department prior to approval of improvement or grading plans or prior to site disturbance, whichever comes first.	City of Rancho Cordova Planning Department in consultation with the California Department of Fish and Game.	
MM 4.2	Prior to the start of construction, the project proponent shall submit a survey identifying the specific type, size, general health, and location of all existing on-site trees. Existing on-site trees shall be protected and preserved to the maximum extent feasible. Prior to the removal of any trees, the project proponent shall submit to the	Tree Removal Plan shall be approved by the City prior to approval of grading or improvement	City of Rancho Cordova Planning Department.	

	City a Tree Removal Plan identifying each tree to be removed and the species, size, location, and relative health of each tree. Removal of any trees on the project site shall be conducted pursuant to the City of Rancho Cordova Tree Preservation Ordinance. Removal of trees shall not occur until the Rancho Cordova Planning Department approves the Tree Removal Plan.	plans.		
MM 5.1a	The City Planning Department shall be notified immediately if any cultural resources (e.g., prehistoric or historic artifacts, structural features, unusual amounts of bone or shell, fossils, or architectural remains) are uncovered during construction. All construction must stop immediately in the vicinity of the find and an archaeologist that meets the Secretary of the Interior's Professional Qualification Standards in prehistoric or historical archaeology or a paleontologist shall be retained by the project proponent to evaluate the finds and recommend appropriate action. The recommendations of the archaeologist and/or the paleontologist shall be implemented prior to continuing construction.	This measure shall be included on all improvement and grading plans prior to approval. The measure shall be carried out throughout all phases of construction.	City of Rancho Cordova Planning Department.	
MM 5.1b	The City Planning Department shall be notified immediately if any human remains are uncovered during construction. All construction must stop immediately in the vicinity of the remains. The Planning Department shall notify the County Coroner according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in State CEQA Guidelines 15064.5(d-e) shall be followed.	This measure shall be included on all improvement and grading plans prior to approval. The measure shall be carried out throughout all phases of construction.	City of Rancho Cordova Planning Department.	
MM 5.2	On-site monitoring shall be conducted during any construction within the American River Parkway by a professional archaeologist that meets the Secretary of the Interior's Professional Qualification Standards in prehistoric and/or historic archaeology. If significant cultural resources are identified during monitoring, project activity shall cease within fifty feet of the discovery. The City and project applicant shall consult and agree upon implementation of a	Monitor shall be present during all activities within the American River Parkway. The text of this measure shall be included as a	City of Rancho Cordova Planning Department.	

	measure or measures that the City and the project applicant deem feasible and appropriate to protect any inadvertent discoveries of significant cultural resources. Such measures may include preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. The project proponent shall be required to implement any mitigation necessary for the protection of cultural resources.	note on all project plans prior to approval.		
MM 6.1	The project proponent shall ensure that following construction of the discharge pipeline within the American River Parkway, all surface features shall be restored to their existing condition prior to site disturbance. Compaction of the trenching shall be conducted according to County of Sacramento standards for trench fill. Once original grade and condition is restored along the pipeline route, the area shall be revegetated to its original state, using certified weed-free native grasses and other native species, as approved by the City of Rancho Cordova Planning Department.	Requirement shall be included on all grading and improvement plans for the proposed project that includes work within the American River Parkway. Requirement shall be met prior to cessation of construction.	City of Rancho Cordova Planning Department and Public Works Department.	
MM 8.1	The project proponent shall utilize the following Best Management Practices (BMPs) during the construction of all portions of the proposed project. All BMPs shall be executed to the level of standard published by the California Stormwater Quality Association's Construction Stormwater BMP Handbook. BMPs to be utilized shall include, but are not limited to: • NS-8 Vehicle and Equipment Cleaning; • NS-8 Vehicle and Equipment Fueling; • NS-10 Vehicle and Equipment Maintenance; • WM-1 Material Delivery and Storage; • WM-2 Material Use; • WM-3 Stockpile Management; • WM-4 Spill Prevention and Control;	Measures shall be included on all improvement and grading plans. All measures shall be implemented throughout construction of the proposed project.	City of Rancho Cordova Public Works Department in coordination with the County of Sacramento Department of Water Resources.	

	• WM-5 Solid Waste Management; and, • WM-6 Hazardous Waste Management.			
MM 11.1	The project applicant shall adhere to the following standard mechanisms for mitigation of construction-related nuisances: • Construction activities shall be limited to between 7:00 AM and 6:00 PM on weekdays and 8:00 AM and 6:00 PM on weekends; • Stationary sources of construction noise such as compressors and generators shall be placed as far as possible from existing residential uses neighboring the project site; and, • The project proponent shall post visible signage providing a name, address, and 24-hour phone number for information and/or complaints regarding the construction activities. These requirements shall be included as a note on all construction plans and in the improvement plan submittal.	Requirement shall be included on all plans prior to approval of the grading and improvement plans. Measure shall be complied with throughout construction activities.	City of Rancho Cordova Planning Department.	

Attachment 2



Stantec

Rancho Cordova Church of Christ
10577 Coloma Road
Rancho Cordova, California

Client/Project
GENCORP AEROJET
GET 'K-A' Treatment Plant

Title
500' RADIUS MAP

April, 2006
842 00335

V:\52842\active\84200335\sfe_1839\survey\drawing\exhibit\exh_500ft_radius_map.dwg 4/25/06 9:02am ljselfak

500' RADIUS MAP PARCEL INFORMATION
10577 Coloma Road

4/25/2006

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
1	056-0093-001	2201 Blackstone Rancho Cordova, CA 95670,		RD-5	SFR
2	056-0084-010	2200 Blackstone Rancho Cordova, CA 95670,		RD-5	SFR
3	056-0084-009	10504 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
4	056-0084-008	10502 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
5	056-0084-007	10500 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
6	056-0084-006	10498 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
7	056-0084-005	10496 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
8	056-0084-004	Georgetown Rancho Cordova, CA 95670,		RD-5	SCWC
9	056-0084-003	10494 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
10	056-0084-002	10492 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
11	056-0084-001	2201 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
12	056-0082-001	2200 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
13	056-0082-002	2204 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
14	056-0082-003	2130 Ellison Drive Rancho Cordova, CA 95670	10478 Rose Hill Ct Rancho Cordova, CA 95670, CA	RD-5	SFR
15	056-0082-004	10480 Rose Hill Ct. Rancho Cordova, CA 95670,		RD-5	SFR
16	056-0082-005	10482 Rose Hill Ct Rancho Cordova, CA 95670		RD-5	SFR
17	056-0081-008	10481 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
18	056-0081-007	2176 Danbury Gold River, CA 95670	2176 Danbury Rancho Cordova, CA 95670, CA	RD-5	SFR
19	056-0081-006	2172 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
20	056-0081-005	2168 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
21	056-0081-004	4845 Kentucky Lane Fair Oaks, 95628	2164 Danbury Rancho Cordova, CA 95670, CA	RD-5	SFR
22	056-0083-012	2161 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
23	056-0083-011	2165 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
24	056-0083-010	2169 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
25	056-0083-009	2173 Danbury Rancho Cordova, CA 95670,		RD-5	SFR
26	056-0083-008	2550 E Tiffany Lane Sacramento, CA 95827	10491 Georgetown Rancho Cordova, CA 95670, CA	RD-5	SFR

500' RADIUS MAP PARCEL INFORMATION 4/25/2006

10577 Coloma Road

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
27	056-0083-007	10493 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
28	056-0083-006	2160 Ellison Rancho Cordova, CA 95670		RD-5	SFR
29	056-0083-005	4845 Kentucky Lane Fair Oaks, 95628	2156 Ellison Rancho Cordova, CA 95670, CA	RD-5	SFR
30	056-0083-004	2152 Ellison Rancho Cordova, CA 95670		RD-5	SFR
31	056-0083-014	P.O. Box 9637 Sacramento, CA 95823, CA		RD-5	Western Enterprises
32	056-0083-015	7582 Lakeshore Dr Granite Bay, CA 95746	2146 Ellison Rancho Cordova, CA 95670, CA	RD-5	SFR
33	056-0083-002	2142 Ellison Rancho Cordova, CA 95670,		RD-5	SFR
34	056-0086-003	6830 Burma Road Folsom , CA 95630	2141 Ellison Rancho Cordova, CA 95670, CA	RD-5	SFR
35	056-0085-002	10505 Bronwood Rancho Cordova, CA 95670,		RD-5	SFR
36	056-0091-022	2145 Farnsworth Rancho Cordova, CA 95670		RD-5	SFR
37	056-0091-021	1598 Latherton Way Folsom , CA 95630	10517 Bronwood Rancho Cordova, CA 95670, CA	RD-5	SFR
38	056-0091-020	10521 Bronwood Rancho Cordova, CA 95670		RD-5	SFR
39	056-0091-019	10525 Bronwood Rancho Cordova, CA 95670,		RD-5	SFR
40	056-0091-018	10529 Bronwood Rancho Cordova, CA 95670		RD-5	SFR
41	056-0091-017	10533 Bronwood Rancho Cordova, CA 95670,		RD-5	SFR
42	056-0091-016	10537 Bronwood Rancho Cordova, CA 95670		RD-5	SFR
43	056-0091-015	10541 Bronwood Rancho Cordova, CA 95670,		RD-5	SFR
44	056-0092-008	10544 Bronwood Rancho Cordova, CA 95670		RD-5	SFR
45	056-0092-007	10540 Bronwood Rancho Cordova, CA 95670,		RD-5	SFR
46	056-0092-006	10536 Bronwood Rancho Cordova, CA 95670		RD-5	SFR
47	056-0092-005	2223 River Trails Cir Rancho Cordova, CA 95670	10532 Bronwood Rancho Cordova, CA 95670, CA	RD-5	SFR
48	056-0092-004	10528 Bronwood Rancho Cordova, CA 95670		RD-5	SFR
49	056-0092-003	10524 Bronwood Rancho Cordova, CA 95670,		RD-5	SFR
50	056-0092-002	10520 Bronwood Rancho Cordova, CA 95670		RD-5	SFR
51	056-0092-001	10516 Bronwood Rancho Cordova, 95670		RD-5	SFR
52	056-0086-004	10512 Bronwood Rancho Cordova, CA 95670		RD-5	SFR

500' RADIUS MAP PARCEL INFORMATION 4/25/2006

10577 Coloma Road

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
53	056-0086-003	10508 Bronwood Rancho Cordova, CA 95670,		RD-5	SFR
54	056-0086-002	10504 Bronwood Rancho Cordova, CA 95670,		RD-5	SFR
55	056-0086-001	2243 New Castle Gap Drive Gold River, CA 95670	2153 Ellison Rancho Cordova, CA 95670, CA	RD-5	SFR
56	056-0086-009	2157 Ellison Rancho Cordova, CA 95670,		RD-5	SFR
57	056-0086-008	10501 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
58	056-0086-007	10503 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
59	056-0086-006	10505 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
60	056-0086-005	10507 Georgetown Rancho Cordova, CA 95670		RD-5	SFR
61	056-0092-015	10509 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
62	056-0092-014	10511 Georgetown Rancho Cordova, CA 95670		RD-5	SFR
63	056-0092-013	2206 River Trails Cir Rancho Cordova , CA 95670	10513 Georgetown Rancho Cordova, CA 95670, CA	RD-5	SFR
64	056-0092-012	10515 Georgetown Rancho Cordova, CA 95670		RD-5	SFR
65	056-0092-011	10517 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
66	056-0092-010	10519 Georgetown Rancho Cordova, CA 95670		RD-5	SFR
67	056-0092-009	120 Johnston Ct. Folsom , CA 95630	2148 Rossmoor Rancho Cordova, CA 95670, CA	RD-5	SFR
68	056-0093-005	2200 Gleneyre Ct Rancho Cordova, CA 95670		RD-5	SFR
69	056-0093-006	2204 Gleneyre Ct. Rancho Cordova, CA 95670,		RD-5	SFR
70	056-0101-001	2208 Gleneyre Ct. Rancho Cordova, CA 95670,		RD-5	SFR
71	056-0101-002	2212 Gleneyre Ct. Rancho Cordova, CA 95670,		RD-5	SFR
72	056-0101-003	2216 Gleneyre Ct Rancho Cordova, CA 95670		RD-5	SFR
73	056-0101-004	2220 Gleneyre Ct. Rancho Cordova, CA 95670,		RD-5	SFR
74	056-0101-005	2224 Gleneyre Ct Rancho Cordova, CA 95670		RD-5	SFR
75	056-0101-006	2221 Gleneyre Ct. Rancho Cordova, CA 95670,		RD-5	SFR
76	056-0101-007	2217 Gleneyre Ct Rancho Cordova, CA 95670		RD-5	SFR
77	056-0101-008	2213 Gleneyre Ct. Rancho Cordova, CA 95670,		RD-5	SFR
78	056-0101-009	2213 Sable Way Rancho Cordova, CA 95670	2209 Gleneyre Ct Rancho Cordova, CA 95670, CA	RD-5	SFR

500' RADIUS MAP PARCEL INFORMATION 4/25/2006

10577 Coloma Road

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
79	056-0094-003	2205 Gleneyre Ct. Rancho Cordova, CA 95670,		RD-5	SFR
80	056-0094-004	9978 Folsom Blvd Sacramento, CA 95827	2201 Gleneyre Ct. Rancho Cordova, CA 95670, CA	RD-5	SFR
81	056-0094-001	2200 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
82	056-0094-002	117 Doubletree Ct. Folsom, CA 95630	2204 Rossmoor Rancho Cordova, CA 95670, CA	RD-5	SFR
83	056-0101-010	2208 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
84	056-0101-011	2212 Rossmoor Rancho Cordova, CA 95670		RD-5	SFR
85	056-0101-012	2216 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
86	056-0101-013	2220 Rossmoor Rancho Cordova, CA 95670		RD-5	SFR
87	056-0101-014	2224 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
88	056-0101-015	3001 Tuolumne Dr. Sacramento, CA 95826	2228 Rossmoor Rancho Cordova, CA 95670, CA	RD-5	SFR
89	056-0101-016	10615 Averell Ct. Rancho Cordova, CA 95670,		RD-5	SFR
90	056-0101-017	10611 Averell Ct. Rancho Cordova, CA 95670		RD-5	SFR
91	056-0101-018	10605 Averell Ct. Rancho Cordova, CA 95670,		RD-5	SFR
92	056-0101-019	10601 Averell Ct. Rancho Cordova, CA 95670		RD-5	SFR
93	056-0101-020	10600 Averell Ct. Rancho Cordova, CA 95670,		RD-5	SFR
94	056-0101-021	10604 Averell Ct. Rancho Cordova, CA 95670		RD-5	SFR
95	056-0101-022	10608 Averell Ct. Rancho Cordova, CA 95670,		RD-5	SFR
96	056-0101-023	10612 Averell Ct. Rancho Cordova, CA 95670		RD-5	SFR
97	056-0101-024	10616 Averell Ct. Rancho Cordova, CA 95670,		RD-5	SFR
98	056-0101-025	2240 Rossmoor Rancho Cordova, CA 95670		RD-5	SFR
99	056-0101-026	2248 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
100	056-0101-027	10611 Coloma Rancho Cordova, CA 95670,		RD-5	SFR
101	056-0101-028	10609 Coloma Rancho Cordova, CA 95670,		RD-5	SFR
102	056-0101-029	10607 Coloma Rancho Cordova, CA 95670		RD-5	SFR
103	056-0101-030	10605 Coloma Rancho Cordova, CA 95670,		RD-5	SFR
104	056-0101-031	10603 Coloma Rancho Cordova, CA 95670		RD-5	SFR

500' RADIUS MAP PARCEL INFORMATION 4/25/2006

10577 Coloma Road

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
105	056-0101-032	10601 Coloma Rancho Cordova, CA 95670,		RD-5	SFR
106	056-0096-004	2141 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
107	056-0096-005	10523 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
108	056-0097-001	10522 Georgetown Rancho Cordova, CA 95670,		RD-5	SFR
109	056-0097-002	2205 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
110	056-0102-001	2209 Rossmoor Rancho Cordova, CA 95670		RD-5	SFR
111	056-0102-002	2213 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
112	056-0102-003	2217 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
113	056-0102-004	2221 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
114	056-0102-005	2225 Rossmoor Rancho Cordova, CA 95670		RD-5	SFR
115	056-0102-006	863 W Mirada Rd San Bernardino , CA 92405	2229 Rossmoor Rancho Cordova, CA 95670, CA	RD-5	SFR
116	056-0102-007	2233 Rossmoor Rancho Cordova, CA 95670		RD-5	SFR
117	056-0102-008	7582 Lakeshore Dr Granite Bay , CA 95746	2237 Rossmoor Rancho Cordova, CA 95670, CA	RD-5	SFR
118	056-0102-009	2241 Rossmoor Rancho Cordova, CA 95670		RD-5	SFR
119	056-0102-010	2245 Rossmoor Rancho Cordova, CA 95670,		RD-5	SFR
120	058-0018-010	10606 Coloma Rancho Cordova, CA 95670		RD-5	Residential Acreage
121	058-0018-009	10604 Coloma Rancho Cordova, CA 95670,		RD-5	SFR
122	058-0018-001	10600 Coloma Gold River, CA 95670	10600 Coloma Gold River, CA 95670	RD-5	Religious
123	058-0224-018	10601 Audubon Rancho Cordova, CA 95670,		RD-5	SFR
124	058-0224-017	10607 Audubon Rancho Cordova, CA 95670		RD-5	SFR
125	058-0224-016	10613 Audubon Rancho Cordova, CA 95670,		RD-5	SFR
126	058-0224-015	10619 Audubon Rancho Cordova, CA 95670		RD-5	SFR
127	058-0224-014	10625 Audubon Rancho Cordova, CA 95670,		RD-5	SFR
128	058-0224-013	9830 Mira Del Rio Dr Sacramento, CA 95827	10631 Audubon Rancho Cordova, CA 95670, CA	RD-5	SFR
129	058-0224-012	10637 Audubon Rancho Cordova, CA 95670,		RD-5	SFR
130	058-0221-016	10624 Audubon Rancho Cordova, CA 95670		RD-5	SFR

500' RADIUS MAP PARCEL INFORMATION 4/25/2006

10577 Coloma Road

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
131	058-0223-001	2336 Glenfaire Rancho Cordova, CA 95670,		RD-5	SFR
132	058-0223-022	2332 Glenfaire Rancho Cordova, CA 95670		RD-5	SFR
133	058-0223-021	2353 Cordova Rancho Cordova, CA 95670		RD-5	SFR
134	058-0223-020	2357 Cordova Rancho Cordova, CA 95670		RD-5	SFR
135	057-0010-037	1056 Ski Park Ct Rio Linda , CA 95673	2337 Rudat Rancho Cordova, CA 95670	RD-5	SFR
136	057-0010-036	2333 Rudat Rancho Cordova, CA 95670		RD-5	SFR
137	057-0010-035	2329 Rudat Rancho Cordova, CA 95670		RD-5	SFR
138	057-0010-034	2325 Rudat Rancho Cordova, CA 95670		RD-5	SFR
139	057-0010-033	2321 Rudat Rancho Cordova, CA 95670		RD-5	SFR
140	057-0010-032	2317 Rudat Rancho Cordova, CA 95670		RD-5	SFR
141	057-0010-072	8985 Vista De Lago Ct Loomis , CA 95650	2300 Rudat Rancho Cordova, CA 95670	RD-5	SFR
142	057-0010-071	2304 Rudat Rancho Cordova, CA 95670		RD-5	SFR
143	057-0010-070	2308 Rudat Rancho Cordova, CA 95670		RD-5	SFR
144	057-0010-069	2312 Rudat Rancho Cordova, CA 95670		RD-5	SFR
145	057-0010-068	2316 Rudat Rancho Cordova, CA 95670		RD-5	SFR
146	057-0010-067	2320 Rudat Rancho Cordova, CA 95670		RD-5	SFR
147	057-0010-066	2324 Rudat Rancho Cordova, CA 95670		RD-5	SFR
148	057-0010-065	2328 Rudat Rancho Cordova, CA 95670		RD-5	SFR
149	057-0010-064	2332 Rudat Rancho Cordova, CA 95670		RD-5	SFR
150	057-0010-063	2336 Rudat Rancho Cordova, CA 95670		RD-5	SFR
151	057-0281-010	2409 Masoni Rancho Cordova, CA 95670		RD-5	SFR
152	057-0281-011	2407 Masoni Rancho Cordova, CA 95670		RD-5	SFR
153	057-0281-012	2405 Masoni Gold River, CA 95670	2405 Masoni Rancho Cordova, CA 95670	RD-5	SFR
154	057-0281-013	2403 Masoni Rancho Cordova, CA 95670		RD-5	SFR
155	057-0281-014	2407 Aramon Rancho Cordova, CA 95670		RD-5	SFR
156	057-0281-015	2405 Aramon Rancho Cordova, CA 95670		RD-5	SFR

500' RADIUS MAP PARCEL INFORMATION
10577 Coloma Road

4/25/2006

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
157	057-0271-005	2401 Aramon Rancho Cordova, CA 95670		RD-5	SFR
158	057-0271-004	2331 Aramon Rancho Cordova, CA 95670		RD-5	SFR
159	057-0271-003	2321 Aramon Rancho Cordova, CA 95670		RD-5	SFR
160	057-0271-002	2311 Aramon Rancho Cordova, CA 95670		RD-5	SFR
161	057-0271-001	2301 Aramon Rancho Cordova, CA 95670		RD-5	SFR
162	057-0010-030	1384 Vallejo Way Sacramento, CA 95818	2300 Heather Glen Rancho Cordova, CA 95670	RD-20	Apartments
163	057-0010-031	Po Box 1873 Rancho Cordova , CA 95741.	10560 Coloma Rancho Cordova, CA 95670	RD-5	Religious
164	057-0273-001	2400 Aramon Rancho Cordova, CA 95670		RD-5	SFR
165	057-0272-004	10625 Lambrusca Rancho Cordova, CA 95670		RD-5	SFR
166	057-0272-003	10627 Lambrusca Rancho Cordova, CA 95670		RD-5	SFR
167	057-0272-002	10629 Lambrusca Rancho Cordova, CA 95670		RD-5	SFR
168	057-0272-001	10548 Coloma Rancho Cordova, CA 95670		RD-5	SFR
169	057-0272-014	10546 Coloma Rancho Cordova, CA 95670		RD-5	SFR
170	057-0272-013	10544 Coloma Rancho Cordova, CA 95670		RD-5	SFR
171	056-0011-007	427 Wyndgate Road Sacramento, CA 95864	10551 Coloma Rancho Cordova, CA 95670	SPA	Residential Acreage
172	056-0011-006	427 Wyndgate Road Sacramento, CA 95864	10551 Coloma Rancho Cordova, CA 95670	SPA	Residential Acreage
173	056-0421-006	10586 Home Ranch Ct. Rancho Cordova, CA 95670		SPA	SFR
174	056-0421-005	10582 Home Ranch Ct Rancho Cordova, CA 95670		SPA	SFR
175	056-0421-007	10587 Home Ranch Ct. Rancho Cordova, CA 95670		SPA	SFR
176	056-0421-008	10583 Home Ranch Ct Rancho Cordova, CA 95670		SPA	SFR
177	056-0421-009	10579 Home Ranch Ct. Rancho Cordova, CA 95670		SPA	SFR
178	056-0421-016	10582 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
179	056-0421-017	10586 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
180	056-0421-018	10600 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
181	056-0421-019	888 Corlista Dr San Jose , CA 95128	10604 Apple Grove Rancho Cordova, CA 95670	SPA	SFR
182	056-0440-008	10608 Apple Grove Rancho Cordova, CA 95670		SPA	SFR

500' RADIUS MAP PARCEL INFORMATION 4/25/2006

10577 Coloma Road

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
183	056-0440-007	10612 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
184	056-0440-006	10620 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
185	056-0440-005	10624 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
186	056-0440-004	10628 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
187	056-0440-003	189 Orange Blossom Cir Folsom , CA 95630	10632 Apple Grove Rancho Cordova, CA 95670	SPA	SFR
188	056-0440-002	10636 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
189	056-0440-001	10640 Apple Grove Rancho Cordova, CA 95670		SPA	SFR
190	056-0440-044	2263 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
191	056-0440-043	2259 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
192	056-0440-042	2622 Augusta Way Rocklin , CA 95765	2622 Augusta Way Rocklin , CA 95765	SPA	SFR
193	056-0440-041	5302 Redwillow Dr Santa Maria , CA 93455	2251 Apple Orchard Ct. Rancho Cordova, CA 95670	SPA	SFR
194	056-0440-040	2247 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
195	056-0440-039	2243 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
196	056-0440-038	2239 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
197	056-0440-037	2235 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
198	056-0440-036	2231 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
199	056-0440-035	2230 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
200	056-0440-034	762 Isabella Way Fairfield , CA 94533	2234 Apple Orchard Ct. Rancho Cordova, CA 95670	SPA	SFR
201	056-0440-033	2238 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
202	056-0440-032	2244 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
203	056-0440-031	2248 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
204	056-0440-030	2252 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
205	056-0440-046	2256 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
206	056-0440-045	1742 Beckwith Ln Lincoln , CA 95648	2260 Apple Orchard Ct. Rancho Cordova, CA 95670	SPA	SFR
207	056-0440-027	2264 Apple Orchard Ct. Rancho Cordova, CA 95670		SPA	SFR
208	056-0440-026	5015a Oneswick Ct Dayton , OH 45431	2268 Green Blossom Ct Rancho Cordova, CA 95670	SPA	SFR

500' RADIUS MAP PARCEL INFORMATION
10577 Coloma Road

4/25/2006

#	APN	OWNER ADDRESS	PARCEL ADDRESS	ZONING	USE
209	056-0440-047	2259 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
210	056-0440-048	2255 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
211	056-0440-023	133 Tomlinson Dr Folsom , CA 95630	2251 Green Blossom Ct. Rancho Cordova, CA 95670	SPA	SFR
212	056-0440-022	2247 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
213	056-0440-021	2243 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
214	056-0440-020	2239 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
215	056-0440-019	2235 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
216	056-0440-018	10912 Pinela Way Rancho Cordova, CA 95670	2231 Green Blossom Ct. Rancho Cordova, CA 95670	SPA	SFR
217	056-0440-017	2230 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
218	056-0440-016	2234 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
219	056-0440-015	4120 Cameron Park Dr Ste 302a Cameron Park , CA	2238 Green Blossom Ct. Rancho Cordova, CA 95670	SPA	SFR
220	056-0440-014	2242 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
221	056-0440-013	2246 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
222	056-0440-012	3404 Truxtun Ave Bakersfield, CA 93301	2250 Green Blossom Ct. Rancho Cordova, CA 95670	SPA	SFR
223	056-0440-011	2254 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
224	056-0440-010	2258 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
225	056-0440-009	2262 Green Blossom Ct. Rancho Cordova, CA 95670		SPA	SFR
226	056-0424-001	2250 Palmwood Rancho Cordova, CA 95670		SPA	SFR
227	056-0424-002	2251 Palmwood Ct. Rancho Cordova, CA 95670		SPA	SFR
228	056-0424-003	2247 Palmwood Ct. Rancho Cordova, CA 95670		SPA	SFR
229	056-0424-004	2243 Palmwood Ct. Rancho Cordova, CA 95670		SPA	SFR
230	056-0424-005	2239 Palmwood Ct. Rancho Cordova, CA 95670		SPA	SFR
231	056-0424-006	2235 Palmwood Ct. Rancho Cordova, CA 95670		SPA	SFR
232	056-0424-007	2231 Palmwood Ct. Rancho Cordova, CA 95670		SPA	SFR
233	056-0011-010	10577 Coloma Rancho Cordova, CA 95670		SPA	SFR

Please include the following name and address for Public Hearing Mailers:

Eugene Morris
2266 W. La Loma Drive
Rancho Cordova, CA 95670

Aerojet

LOT #172 APN #056-0011-006
CRESS WILLIAMSON
427 WYNDGATE ROAD
SACRAMENTO CA 95864

LOT #233 APN #056-0011-010
CORDOVA CHURCH OF CHRIST
10577 COLOMA
RANCHO CORDOVA CA 95670

LOT #171 APN #056-0011-007
CURRENT RESIDENT
10551 COLOMA
RANCHO CORDOVA CA 95670

LOT #21 APN #056-0081-004
SHAFER KATHLEEN
4845 KENTUCKY LANE
FAIR OAKS CA 95628

LOT #20 APN #056-0081-005
HIDENRICK S/RA L
2168 DANBURY
RANCHO CORDOVA CA 95670

LOT #21 APN #056-0081-004
CURRENT RESIDENT
2164 DANBURY
RANCHO CORDOVA CA 95670

LOT #19 APN #056-0081-006
JONES MABLE R / ARTHUR W
2172 DANBURY
RANCHO CORDOVA CA 95670

LOT #17 APN #056-0081-008
FAMILY MAXINE C / BENBOW
MARION D
10481 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #18 APN #056-0081-007
KOHLER TANYA S / BELL DAMIEN T
2176 DANBURY
RANCHO CORDOVA CA 95670

LOT #12 APN #056-0082-001
RUDOMETKIN JOHN / CAROLYN
2200 DANBURY
RANCHO CORDOVA CA 95670

LOT #16 APN #056-0082-003
JACOBS ROBIN B / BERNARD H
10482 ROSE HILL
RANCHO CORDOVA CA 95670

LOT #13 APN #056-0082-002
GOODCHAP KATHLEEN L /JAMES
2204 DANBURY
RANCHO CORDOVA CA 95670

LOT #15 APN #056-0082-004
BATTLE DOREY M / JEROME P
10480 ROSE HILL
RANCHO CORDOVA CA 95670

LOT #14 APN #056-0082-005
PHELAN MARK / LORI
2130 ELLISON DR
RANCHO CORDOVA CA 95670

LOT #14 APN #056-0082-005
CURRENT RESIDENT
10478 ROSE HILL
RANCHO CORDOVA CA 95670

LOT #33 APN #056-0083-002
WILLIAMS ELDEN H / WILLIAMS
PEGGY S
2142 ELLISON DR
RANCHO CORDOVA CA 95670

LOT #29 APN #056-0083-005
SHAFER KATHLEEN
4845 KENTUCKY LANE
FAIR OAKS CA 95628

LOT #30 APN #056-0083-004
DAVY BARBARA JOANNE
2152 ELLISON DR
RANCHO CORDOVA CA 95670

LOT #29 APN #056-0083-005
CURRENT RESIDENT
2156 ELLISON
RANCHO CORDOVA CA 95670

LOT #28 APN #056-0083-006
ADKINS JODI
2160 ELLISON
RANCHO CORDOVA CA 95670

LOT #26 APN #056-0083-008
CURRENT RESIDENT
2550 E TIFFANY LN
SACRAMENTO CA 95827

LOT #27 APN #056-0083-007
AZIMI BARBARA / REZA
10493 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #26 APN #056-0083-008
LAYHER TRUST
10491 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #25 APN #056-0083-009
RUSSELL DOLORES B
2173 DANBURY
RANCHO CORDOVA CA 95670

LOT #22 APN #056-0083-012
VIGNA STEPHANIE
2161 DANBURY
RANCHO CORDOVA CA 95670

LOT #23 APN #056-0083-011
STEPHENSEN KENNETH
2165 DANBURY
RANCHO CORDOVA CA 95670

LOT #24 APN #056-0083-010
GUERRERO CRYSTAL R / SNYDER
PHILLIP
2169 DANBURY
RANCHO CORDOVA CA 95670

LOT #31 APN #056-0083-014
WESTERN ENTERPRISES INC
PO BOX 9637
SACRAMENTO CA 95823

LOT #32 APN #056-0083-015
CURRENT RESIDENT
2146 ELLISON
RANCHO CORDOVA CA 95670

LOT #32 APN #056-0083-015
LEATRICE V MILLETT
7582 LAKESHORE DR
GRANITE BAY CA 95746

LOT #9 APN #056-0084-003
REILLEY ALICIA
10494 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #10 APN #056-0084-002
LEE JULIA T / JACK R
10492 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #11 APN #056-0084-001
CONNER TOSHIKO
2201 DANBURY
RANCHO CORDOVA CA 95670

LOT #6 APN #056-0084-006
HUPPERT KATHERYN M / HERMAN J
10498 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #7 APN #056-0084-005
HARRIS BEVERLY
10496 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #8 APN #056-0084-004
SOUTHERN CALIF WATER CO
3035 PROSPECT PARK DRIVE,
SUITE 60
RANCHO CORDOVA CA 95670

LOT #3 APN #056-0084-009
SWANICK MICHELLE/HIGGINS
DENNIS M
10504 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #4 APN #056-0084-008
KENDRICK CHARLES GERARD
10502 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #5 APN #056-0084-007
BLOUNT LIFFORD
10500 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #55 APN #056-0086-001
CRAIG SHARON L / JERRY W
2243 NEW CASTLE GAP DRIVE
GOLD RIVER CA 95670

LOT #35 APN #056-0085-002
TERESITA C MARQUEZ THOMPSON
10505 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #2 APN #056-0084-010
LEARD BARBARA E/DOUGLAS R
2200 BLACKSTONE
RANCHO CORDOVA CA 95670

LOT #34 APN #056-0085-003
DELUCA TODD A /DAVID A
6830 BURMA ROAD
FOLSOM CA 95630

LOT #34 APN #056-0085-003
CURRENT RESIDENT
2141 ELLISON
RANCHO CORDOVA CA 95670

LOT #53 APN #056-0086-003
LONG STEVEN ERIC
10508 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #54 APN #056-0086-002
CLIFTON CAROL J
10504 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #55 APN #056-0086-001
CURRENT RESIDENT
2153 ELLISON
RANCHO CORDOVA CA 95670

LOT #60 APN #056-0086-005
SHAW CHRISTINA
10507 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #52 APN #056-0086-004
LOWE LISA M
10512 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #59 APN #056-0086-006
SETTA JOYCE I / MARTIN A SR
10505 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #56 APN #056-0086-009
GLISIC AJNA / /JELKOVIC ALEKS/AR
2157 ELLISON
RANCHO CORDOVA CA 95670

LOT #57 APN #056-0086-008
CEO GARY M
10501 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #58 APN #056-0086-007
KEIL RUDOLF W
10503 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #42 APN #056-0091-016
SILLIMAN WAYNE H JR
10537 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #43 APN #056-0091-015
CHRISTOFF ELIZABETH /CHARLES
10541 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #41 APN #056-0091-017
GREEN LORNA J / SHAWN M
10533 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #40 APN #056-0091-018
OVERAAS GEA L
10529 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #38 APN #056-0091-020
MCGREW ROBERT C / HEATHER
10521 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #39 APN #056-0091-019
MALICOAT LINDA M
10525 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #37 APN #056-0091-021
CURRENT RESIDENT
10517 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #37 APN #056-0091-021
GEROW MICHAEL E
1598 LATHERTON WAY
FOLSOM CA 95630

LOT #36 APN #056-0091-022
TURNER
2145 FARNSWORTH
RANCHO CORDOVA CA 95670

LOT #50 APN #056-0092-002
HARTE DOROTHY L / CHARLES E
10520 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #51 APN #056-0092-001
DAVIS SUE
10516 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #49 APN #056-0092-003
KAMENA DENISE C /GLEN A
10524 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #48 APN #056-0092-004
LIVESAY
10528 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #45 APN #056-0092-007
MONROE TANYA N / MARK G
10540 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #47 APN #056-0092-005
OUSHAKOFF NIKITA / OLGA
2223 RIVER TRAILS CIR
RANCHO CORDOVA CA 95670

LOT #47 APN #056-0092-005
CURRENT RESIDENT
10532 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #46 APN #056-0092-006
MYAS DONNA J
10536 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #44 APN #056-0092-008
KINCHELOE KAMI
10544 BRONWOOD
RANCHO CORDOVA CA 95670

LOT #65 APN #056-0092-011
SHERBA JAMES B / SHERBA MEGAN A
10517 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #66 APN #056-0092-010
LAURITZEN KELLY R
10519 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #67 APN #056-0092-009
CURRENT RESIDENT
2148 ROSSMOR
RANCHO CORDOVA CA 95670

LOT #67 APN #056-0092-009
LYNCH
120 JOHNSTON CT.
FOLSOM CA 95630

LOT #63 APN #056-0092-013
BARRIS JOHN S / D L TRUST
2206 RIVER TRAILS CIR
RANCHO CORDOVA CA 95670

LOT #63 APN #056-0092-013
CURRENT RESIDENT
10513 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #64 APN #056-0092-012
FAULL RONALD W
10515 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #1 APN #056-0093-001
TOWNSEND CHAD E
2201 BLACKSTONE
RANCHO CORDOVA CA 95670

LOT #61 APN #056-0092-015
ARGUELLES JOSEPH R
10509 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #62 APN #056-0092-014
JONES TIMOTHY R
10511 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #68 APN #056-0093-005
DURSTON THOMAS A
2200 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #69 APN #056-0093-006
CURRENT RESIDENT
2204 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #69 APN #056-0093-006
JOHNSTON MARI J / JOHNSTON THOMAS L
17524 TOAKOANA DR
EAGLE RIVER AK 99577

LOT #82 APN #056-0094-002
RT MITTIE / BURNETT SIMS 1984
117 DOUBLETREE CT
FOLSOM CA 95630

LOT #82 APN #056-0094-002
CURRENT RESIDENT
2204 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #81 APN #056-0094-001
DAVIDSON ANITA / DAVIDSON DOUGLAS J
2200 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #80 APN #056-0094-004
PFINGST VICKI ANNE
9978 FOLSOM BLVD
SACRAMENTO CA 95827

LOT #80 APN #056-0094-004
CURRENT RESIDENT
2201 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #79 APN #056-0094-003
WILLIAMS THERESA R / WILLIAMS ROBERT E
2205 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #108 APN #056-0097-001
GAITHER
10522 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #107 APN #056-0096-005
SINGER TERRY L
10523 GEORGETOWN
RANCHO CORDOVA CA 95670

LOT #106 APN #056-0096-004
HERN/EZ FELIPE / BERRIOS ALBA YANIRA
2141 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #71 APN #056-0101-002
MYERS TRUST
2212 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #70 APN #056-0101-001
MONGAN SUZANNE M / MONGAN SHAUN M
2208 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #109 APN #056-0097-002
WRIGHT JAMES G
2205 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #72 APN #056-0101-003
KENNER C/ACE M
2216 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #73 APN #056-0101-004
LVNG LARRY A / LVNG DEBRA L CAREW
2220 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #74 APN #056-0101-005
KESTEL GREGORY R / KESTEL KENNETH S
2224 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #75 APN #056-0101-006
RUSSELL CHRISTINA N / RUSSELL JEFFREY L
2221 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #76 APN #056-0101-007
CAREW CHAD BR/ON
2217 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #77 APN #056-0101-008
COVEY SUE Z / COVEY RICHARD A
2213 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #83 APN #056-0101-010
DENEHY PATRICIA M
2208 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #78 APN #056-0101-009
ABERNATHY STERLING
2513 SARDA WAY
RANCHO CORDOVA CA 95670

LOT #78 APN #056-0101-009
CURRENT RESIDENT
2209 GLENEYRE
RANCHO CORDOVA CA 95670

LOT #86 APN #056-0101-013
JIMENEZ-REYES BERENICE / REYES CARLOS
2220 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #85 APN #056-0101-012
HARRIS VICTORIA E
2216 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #84 APN #056-0101-011
GUAJARDO PRISCILLA A / GUAJARDO JOE JR
2212 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #88 APN #056-0101-015
ENGLE GLENN F / ENGLE EDNA L
9001 TUOLUMNE DR
SACRAMENTO CA 95826

LOT #88 APN #056-0101-015
ENGLE GLENN F / ENGLE EDNA L
2228 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #87 APN #056-0101-014
MABEL I MOORMAN QUALIFIED PERS
2224 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #91 APN #056-0101-018
AVILA-ELLINGTON KRISTAL A
10605 AVERELL
RANCHO CORDOVA CA 95670

LOT #90 APN #056-0101-017
JOYCE TERRY L / JOYCE WILLIAM L
10611 AVERELL
RANCHO CORDOVA CA 95670

LOT #89 APN #056-0101-016
DERRY PHILIP L
10615 AVERELL
RANCHO CORDOVA CA 95670

LOT #92 APN #056-0101-019
FREESE JEANETTE L
10601 AVERELL
RANCHO CORDOVA CA 95670

LOT #93 APN #056-0101-020
WHITE HERMAN
10600 AVERELL
RANCHO CORDOVA CA 95670

LOT #94 APN #056-0101-021
CUMMINS JEFFERY CHARLES
10604 AVERELL
RANCHO CORDOVA CA 95670

LOT #95 APN #056-0101-022
BIGNEY KARIN B / BIGNEY KEITH A
10608 AVERELL
RANCHO CORDOVA CA 95670

LOT #96 APN #056-0101-023
MORRIS FAMILY
10612 AVERELL
RANCHO CORDOVA CA 95670

LOT #97 APN #056-0101-024
KOLOSOV VITALIY / KOLOSOV PAUL
10616 AVERELL
RANCHO CORDOVA CA 95670

LOT #98 APN #056-0101-025
CRABILL FRANCES / RORKE HOWARD S
2240 ROSMOOR
RANCHO CORDOVA CA 95670

LOT #99 APN #056-0101-026
KOLOSOV IRINA / KOLOSOV PETER
2248 ROSMOOR
RANCHO CORDOVA CA 95670

LOT #100 APN #056-0101-027
WRIGHT GLORIA F / WRIGHT BOB L
10611 COLOMA
RANCHO CORDOVA CA 95670

LOT #101 APN #056-0101-028
WARBURTON CHARLOTTE L / WARBURTON ANTHONY W
10609 COLOMA
RANCHO CORDOVA CA 95670

LOT #102 APN #056-0101-029
HANCE ARTHUR / HANCE FREIDA
10607 COLOMA
RANCHO CORDOVA CA 95670

LOT #103 APN #056-0101-030
KELLAR PATRICIA L / KELLAR MELVIN L JR
10605 COLOMA
RANCHO CORDOVA CA 95670

LOT #104 APN #056-0101-031
MORZOVANYAN GEVORK / MIRZOYAN GARIK
10603 COLOMA
RANCHO CORDOVA CA 95670

LOT #105 APN #056-0101-032
MEALEY MARION O / MEALEY DANIEL R
10601 COLOMA
RANCHO CORDOVA CA 95670

LOT #112 APN #056-0102-003
HOM LISA A / HOM ROBERT
2217 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #110 APN #056-0102-001
WALLACE FAMILY
2209 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #111 APN #056-0102-002
CARROLL DONNA L
2213 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #113 APN #056-0102-004
SHEDENHELM JOSHUA MICHAEL
2221 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #114 APN #056-0102-005
WADEANNA LEE / JONES HASKLE PAUL
2225 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #115 APN #056-0102-006
CURRENT RESIDENT
2229 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #115 APN #056-0102-006
JACKSON BRIAN
863 W MIRADA RD
SAN BERNARDINO CA 92405

LOT #117 APN #056-0102-008
LEATRICE V MILLETT
7582 LAKESHORE DR
GRANITE BAY CA 95746

LOT #117 APN #056-0102-008
CURRENT RESIDENT
2237 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #116 APN #056-0102-007
RIORDAN KATHLEEN Y / DANIEL J
2233 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #119 APN #056-0102-010
ROCKWELL NANCY G / JAMES N
2245 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #118 APN #056-0102-009
SONNIK VASILIY / SONNIK SVETLANA
2241 ROSSMOOR
RANCHO CORDOVA CA 95670

LOT #173 APN #056-0421-006
THOMAS JERRY / BOYD
10586 HOME RANCH
RANCHO CORDOVA CA 95670

LOT #174 APN #056-0421-005
BENBROOK SHARON L / JEFFERY S
10582 HOME RANCH
RANCHO CORDOVA CA 95670

LOT #175 APN #056-0421-007
BATTYANY JEANETTE M / CHARLES A
10587 HOME RANCH
RANCHO CORDOVA CA 95670

LOT #176 APN #056-0421-008
MC KENNA SUSAN M / KEVIN J
10583 HOME RANCH
RANCHO CORDOVA CA 95670

LOT #177 APN #056-0421-009
GIBSON LUMONT
10579 HOME RANCH
RANCHO CORDOVA CA 95670

LOT #178 APN #056-0421-016
LECHNER RICHARD / LATCHFORD KATHY
10582 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #179 APN #056-0421-017
WILLIAMS JANICE
10586 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #181 APN #056-0421-019
THONGKUMTHAMACHART 2005 TRUST
888 CORLISTA DR
SAN JOSE CA 95128

LOT #181 APN #056-0421-019
CURRENT RESIDENT
10604 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #180 APN #056-0421-018
CREWS DANIEL D
10600 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #226 APN #056-0424-001
TRAN BOB A
2255 PALMWOOD
RANCHO CORDOVA CA 95670

LOT #227 APN #056-0424-002
STOLA BARBARA / STOLA CHRISTOPHER G
2251 PALMWOOD
RANCHO CORDOVA CA 95670

LOT #228 APN #056-0424-003
HOM JACQUELYN M / HOM ROBERT
2247 PALMWOOD
RANCHO CORDOVA CA 95670

LOT #229 APN #056-0424-004
MARSHALL CATHY ANN
2243 PALMWOOD
RANCHO CORDOVA CA 95670

LOT #230 APN #056-0424-005
MAGADIA LINDA M / MENARDO LETICIA
2239 PALMWOOD
RANCHO CORDOVA CA 95670

LOT #232 APN #056-0424-007
KAMRAR REBECCA / KAMRAR ALVIN
2231 PALMWOOD
RANCHO CORDOVA CA 95670

LOT #231 APN #056-0424-006
HUSMANN DONALD H
2235 PALMWOOD
RANCHO CORDOVA CA 95670

LOT #189 APN #056-0440-001
CORNETT JULIA E
10640 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #187 APN #056-0440-003
CURRENT RESIDENT
10632 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #188 APN #056-0440-002
CASTELLANOS MARIA E C / HERN/EZ JOSE / MARTHA
10636 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #187 APN #056-0440-003
AFFLECK FAMILY TRUST
189 ORANGE BLOSSOM CIR
FOLSOM CA 95630

LOT #185 APN #056-0440-005
KING KATHRYN R
10624 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #186 APN #056-0440-004
MYRZA VIKTOR
10628 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #184 APN #056-0440-006
PASTOR REBECCA / PASTOR LUIS
10620 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #183 APN #056-0440-007
RAWLS SHARON M
10612 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #224 APN #056-0440-010
DANO LUALHATI E / DANO DANALBINO S
2258 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #225 APN #056-0440-009
ESCAMILLA RAFAEL / ESCAMILLA JILL
2262 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #182 APN #056-0440-008
LOCKETT CONNIE B / LOCKETT JOHN W
10608 APPLE GROVE
RANCHO CORDOVA CA 95670

LOT #222 APN #056-0440-012
FAMILY PATRICIA A / CRAWLEY GENE W
3434 TRUXTUN AVE
BAKERSFIELD CA 93301

LOT #222 APN #056-0440-012
CURRENT RESIDENT
2250 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #223 APN #056-0440-011
YUSTA RAMON A / YUSTA CARMELITA D
2254 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #219 APN #056-0440-015
CURRENT RESIDENT
2238 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #220 APN #056-0440-014
PAJARA ELENA P
2242 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #221 APN #056-0440-013
WILSON JUDITH A
2246 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #219 APN #056-0440-015
WILLIAMS KAY M
4120 CAMERON PARK DR STE 302A
CAMERON PARK CA 95682

LOT #218 APN #056-0440-016
BECKER MARY ANN
2234 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #216 APN #056-0440-018
ROBLETO JOSE R
10912 PINELLA WAY
RANCHO CORDOVA CA 95670

LOT #217 APN #056-0440-017
LINDBERG JODIE M
2230 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #215 APN #056-0440-019
BEST MICHELE J
2235 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #216 APN #056-0440-018
CURRENT RESIDENT
2231 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #213 APN #056-0440-021
LAWRENCE YVONNE A
2243 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #214 APN #056-0440-020
PETERS RONALD J
2239 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #211 APN #056-0440-023
CURRENT RESIDENT
2251 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #212 APN #056-0440-022
TRAINER CELIA M
2247 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #211 APN #056-0440-023
SU FAMILY TRUST
133 TOMLINSON DR
FOLSOM CA 95630

LOT #208 APN #056-0440-026
CARRILLO FLORIAN B / CARRILLO ERNESTO R
5015C CHESWICK CT
DAYTON OH 45431

LOT #208 APN #056-0440-026
CURRENT RESIDENT
2263 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #207 APN #056-0440-027
DONOVAN GUS / DONOVAN VIRGINIA L
2264 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #207 APN #056-0440-027
DONOVAN GUS / DONOVAN VIRGINIA L
2264 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #204 APN #056-0440-030
DEMCHYK VOLODYMYR
2252 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #202 APN #056-0440-032
RYTIKOV SERGY P / RYTIKOVA LARISA N
2244 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #203 APN #056-0440-031
STAATS AIMEE PAIGE / SKOLNEKOVICH MITCHELL J
2248 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #201 APN #056-0440-033
GRIFFIN DELIA N / GRIFFIN KARL E
2238 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #200 APN #056-0440-034
SCARBERRY MARCIA L / SCARBERRY THOMAS E
762 ISABELLA WAY
FAIRFIELD CA 94533

LOT #200 APN #056-0440-034
CURRENT RESIDENT
2234 APPLE ORCHARD CT.
RANCHO CORDOVA CA 95670

LOT #199 APN #056-0440-035
TAKETA SHARON A
2230 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #197 APN #056-0440-037
WEINBERG MARTHA
2235 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #198 APN #056-0440-036
CLEMENTSON JAY / CLEMENTSON BRENDA
2231 APPLE ORCHARD
RANCHO CORDOVA CA 9567

LOT #196 APN #056-0440-038
DASTAGIR MASOOMA
2239 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #194 APN #056-0440-040
ELLIS SHERRY A / ELLIS DAVID M
2247 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #195 APN #056-0440-039
MCCAIG KAY
2243 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #193 APN #056-0440-041
CURRENT RESIDENT
2251 APPLE ORCHARD CT.
RANCHO CORDOVA CA 95670

LOT #192 APN #056-0440-042
CURRENT RESIDENT
2255 APPLE ORCHARD CT.
RANCHO CORDOVA CA 95670

LOT #193 APN #056-0440-041
SHARPE TERRY J / SHARPE MARY E
5302 REDWILLOW DR
SANTA MARIA CA 93455

LOT #192 APN #056-0440-042
GOLDEN BAY ESTATE LLC
2822 AUGUSTA WAY
ROCKLIN CA 95765

LOT #190 APN #056-0440-044
COON MICHAEL / COON AGNES
2263 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #191 APN #056-0440-043
NOVOTNY
2259 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #206 APN #056-0440-045
CURRENT RESIDENT
2260 APPLE ORCHARD CT.
RANCHO CORDOVA CA 95670

LOT #205 APN #056-0440-046
SANTUCCI JOSEPH SCOTT
2256 APPLE ORCHARD
RANCHO CORDOVA CA 95670

LOT #206 APN #056-0440-045
GATHERS JOAN K / GATHERS TIMOTHY G
1742 BECKWITH LN
LINCOLN CA 95648

LOT #209 APN #056-0440-047
MCKAY JEFF L / MCKAY TERESA
2259 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #162 APN #057-0010-030
TORNATORE FAMILY TRUST
1384 VALLEJO WAY
SACRAMENTO CA 95818

LOT #140 APN #057-0010-032
ROSA L ELLIOTT FAMILY
2317 RUDAT
RANCHO CORDOVA CA 95670

LOT #138 APN #057-0010-034
LA SCHIAZZA MARIO DINO
2325 RUDAT
RANCHO CORDOVA CA 95670

LOT #135 APN #057-0010-037
CURRENT RESIDENT
2337 RUDAT
RANCHO CORDOVA CA 95670

LOT #149 APN #057-0010-064
S/ERS IRENE / S/ERS ARMOND D
2332 RUDAT
RANCHO CORDOVA CA 95670

LOT #146 APN #057-0010-067
THOMAS S/RA / THOMAS /REW
2320 RUDAT
RANCHO CORDOVA CA 95670

LOT #143 APN #057-0010-070
REVELL MICHAEL DEAN / REVELL DEBRA JANE
2308 RUDAT
RANCHO CORDOVA CA 95670

LOT #141 APN #057-0010-072
LYONS DUANE
8985 VISTA DE LAGO CT
LOOMIS CA 95650

LOT #159 APN #057-0271-003
MELVIN ANGELITA Y
2321 ARAMON
RANCHO CORDOVA CA 95670

LOT #162 APN #057-0010-030
CURRENT RESIDENT
2300 HEATHER GLEN LANE
RANCHO CORDOVA CA 95670

LOT #163 APN #057-0010-031
SLAVIC EVANGELICAL BAPTIST
PO BOX 1873
RANCHO CORDOVA CA 95670

LOT #139 APN #057-0010-033
FAMILY SHELLY S / GOUGH JOSEPH J
4513 WAITSFIELD CIR
MATHER CA 95655

LOT #136 APN #057-0010-036
PASSANISI JOAN
2333 RUDAT
RANCHO CORDOVA CA 95670

LOT #150 APN #057-0010-063
GRUVER NICOLE ROBAB
2336 RUDAT
RANCHO CORDOVA CA 95670

LOT #147 APN #057-0010-066
RAO SREELAKSHMI / RAO KAMINENI S
2324 RUDAT
RANCHO CORDOVA CA 95670

LOT #144 APN #057-0010-069
VALDEZ MARIA F / VALDEZ DORIS J
2312 RUDAT
RANCHO CORDOVA CA 95670

LOT #141 APN #057-0010-072
CURRRENT RESIDENT
2300 RUDAT
RANCHO CORDOVA CA 95670

LOT #160 APN #057-0271-002
WHITE JUNKO
2311 ARAMON
RANCHO CORDOVA CA 95670

LOT #157 APN #057-0271-005
HARKINS WILLIS W / HARKINS CAROLYN S
2401 ARAMON
RANCHO CORDOVA CA 95670

LOT #210 APN #056-0440-048
TARL/DOUKHT NADER / CHAROENSUK PORNTIP
2255 GREEN BLOSSOM
RANCHO CORDOVA CA 95670

LOT #163 APN #057-0010-031
CURRENT RESIDENT
10560 COLOMA ROAD
RANCHO CORDOVA CA 95670

LOT #139 APN #057-0010-033
CURRENT RESIDENT
2321 RUDAT
RANCHO CORDOVA CA 95670

LOT #137 APN #057-0010-035
DEAN KIMBERLY A / DEAN JAMES L
2329 RUDAT
RANCHO CORDOVA CA 95670

LOT #135 APN #057-0010-037
VAIRA JAMES E
1056 SKI PARK CT
RIO LINDA CA 95673

LOT #148 APN #057-0010-065
GEE TRUST
2328 RUDAT
RANCHO CORDOVA CA 95670

LOT #145 APN #057-0010-068
FAMILY PATRICIA L / WILSON KENNETH W
2316 RUDAT
RANCHO CORDOVA CA 95670

LOT #142 APN #057-0010-071
VANG CHEE / VUE SENG
2304 RUDAT
RANCHO CORDOVA CA 95670

LOT #161 APN #057-0271-001
CONSILIO
2301 ARAMON
RANCHO CORDOVA CA 95670

LOT #158 APN #057-0271-004
CANNON MARY B / CANNON JAMES MELVIN
2331 ARAMON
RANCHO CORDOVA CA 95670

LOT #168 APN #057-0272-001
KLECZKA LORI JEAN
10548 COLOMA
RANCHO CORDOVA CA 95670

LOT #166 APN #057-0272-003
HAYWARD TRUST
10627 LAMBRUSCA
RANCHO CORDOVA CA 95670

LOT #167 APN #057-0272-002
SPADE MARILOU A / SPADE JOSEPH R
10629 LAMBRUSCA
RANCHO CORDOVA CA 95670

LOT #165 APN #057-0272-004
WILLIAMS LINDA K / WILLIAMS EDMUND H
10625 LAMBRUSCA
RANCHO CORDOVA CA 95670

LOT #169 APN #057-0272-014
GARCIA S/RA J
10546 COLOMA
RANCHO CORDOVA CA 95670

LOT #170 APN #057-0272-013
GARCIA HILDA L FAMILY
10544 COLOMA
RANCHO CORDOVA CA 95670

LOT #164 APN #057-0273-001
RUSSELL PATRICIA A / RUSSELL CLYDE J
2400 ARAMON
RANCHO CORDOVA CA 95670

LOT #152 APN #057-0281-011
CULBERTSON CHARLEEN JANET / OWEN K
2407 MASONI
RANCHO CORDOVA CA 95670

LOT #151 APN #057-0281-010
HAMARLUND RT 1999
2409 MASONI
RANCHO CORDOVA CA 95670

LOT #153 APN #057-0281-012
RICE FAMILY
2405 MASONI
RANCHO CORDOVA CA 95670

LOT #155 APN #057-0281-014
KRUEGER JOAN A / KRUEGER ROBERT D
2407 ARAMON
RANCHO CORDOVA CA 95670

LOT #154 APN #057-0281-013
LEWIS ANH T
2403 MASONI
RANCHO CORDOVA CA 95670

LOT #156 APN #057-0281-015
MODGLIN MICHAEL M / MODGLIN COLLEEN M
2405 ARAMON
RANCHO CORDOVA CA 95670

LOT #121 APN #058-0018-009
CORDOVA NEIGHBORHOOD CHURCH
10604 COLOMA
RANCHO CORDOVA CA 95670

LOT #122 APN #058-0018-001
CORDOVA NEIGHBORHOOD CHURCH
10600 COLOMA
RANCHO CORDOVA CA 95670

LOT #120 APN #058-0018-010
CORDOVA NEIGHBORHOOD CHURCH
10606 COLOMA
RANCHO CORDOVA CA 95670

LOT #131 APN #058-0223-001
WOZNIAK ALYSON / CORY
2336 GLENFAIRE
RANCHO CORDOVA CA 95670

LOT #130 APN #058-0221-016
MUCCIACCIO SYLVIA M / JOSEPH J
10624 AUDUBON
RANCHO CORDOVA CA 95670

LOT #134 APN #058-0223-020
RAVENSCROFT MARY C / JOHN A
2357 CORDOVA
RANCHO CORDOVA CA 95670

LOT #132 APN #058-0223-022
PHILLEY MARTEAL A /MURRELL W
2332 GLENFAIRE
RANCHO CORDOVA CA 95670

LOT #133 APN #058-0223-021
PINEGAR LAURA A / PINEGAR WESLEY F
2353 CORDOVA
RANCHO CORDOVA CA 95670

LOT #129 APN #058-0224-012
GARY JUNELL L
10637 AUDUBON
RANCHO CORDOVA CA 95670

LOT #128 APN #058-0224-013
WERKING
9830 MIRA DEL RIO DR
SACRAMENTO CA 95827

LOT #128 APN #058-0224-013
CURRENT RESIDENT
10631 AUDUBON
RANCHO CORDOVA CA 95670

LOT #127 APN #058-0224-014
MATSUI
10625 AUDUBON
RANCHO CORDOVA CA 95670

LOT #125 APN #058-0224-016
KELLER ALICE R
10613 AUDUBON
RANCHO CORDOVA CA 95670

LOT #126 APN #058-0224-015
BAUMANN GREGORY A
10619 AUDUBON
RANCHO CORDOVA CA 95670

LOT #124 APN #058-0224-017
WESLEY FRANK PINEGAR / REYNOLDS CYNTHIA M
10607 AUDUBON
RANCHO CORDOVA CA 95670

LOT #123 APN #058-0224-018
ROSENBERG JOYCE M
10601 AUDUBON
RANCHO CORDOVA CA 95670

JIM MERLE
STANTEC CONSULTING INC
2590 V ENTURE OAKS WAY
SACRAMENTO CA 95833
84200335

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: **STAR INDUSTRIES DESIGN REVIEW**

OWNER:	**APPLICANT:**
John Kuwamoto 3203 Luyung Drive Rancho Cordova, CA 95742	Bob Velasquez 6661 Stanford Ranch Road, #F241 Rocklin, CA 95678

PROJECT:	Star Industries Design Review
FILE:	RC-06-258
LOCATION:	Luyung Drive north of Hydraulic Drive
APN:	072-0450-062
PLANNER:	William Campbell, Principal Planner

REQUEST

The applicant is seeking Design Review approval for a new 5,278 sq. ft. warehouse/office building in the Light Industrial Business Park zone.

RECOMMENDATION

City Council determine the project Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act Guidelines, and adopt Resolution 22-2007 (Attachment 1) approving Design Review for Star Industries, Project No. RC-06-258, subject to the attached Design Package (Exhibit A) and Conditions of Approval (Exhibit B).

RESULT OF RECOMMENDED MOTION

Approval of Resolution No. 22-2007 would allow the applicant to apply for the permits necessary to construct the proposed warehouse/office building.

AGENDA ITEM # 11

SITE LOCATION



Figure 1. Site Location

Land Use Relationships with Adjacent Properties:			
	General Plan Land Use Designation	**Zoning and Community Plan Designations**	**Existing Land Use**
Subject Property	Sunrise Blvd. South PA	Light Industrial BP	Industrial
North	Sunrise Blvd. South PA	Light Industrial BP	Industrial
East	Sunrise Blvd. South PA	Light Industrial BP	Industrial
South	Sunrise Blvd. South PA	Light Industrial BP	Industrial
West	Sunrise Blvd. South PA	Light Industrial BP	Industrial

ANALYSIS

The applicant is seeking Design Review approval to construct a new 5,278 sq. ft. warehouse/office building in the LIBP zone. Approximately 1,000 sq. ft. of the building will be used as office space. This is consistent with Code requirements not to exceed 50% office use in the Light Industrial Business Park Zone. The remaining 4,200 sq. ft. will be used as warehouse/storage. The parcel is .57 acres and is currently vacant. The proposed building is single-story concrete tilt-up and will be painted with an earth-tone palette. Reflective solar glass windows will be accented with flush anodized bronze aluminum. Figure 2 shows the site plan for the proposed project.

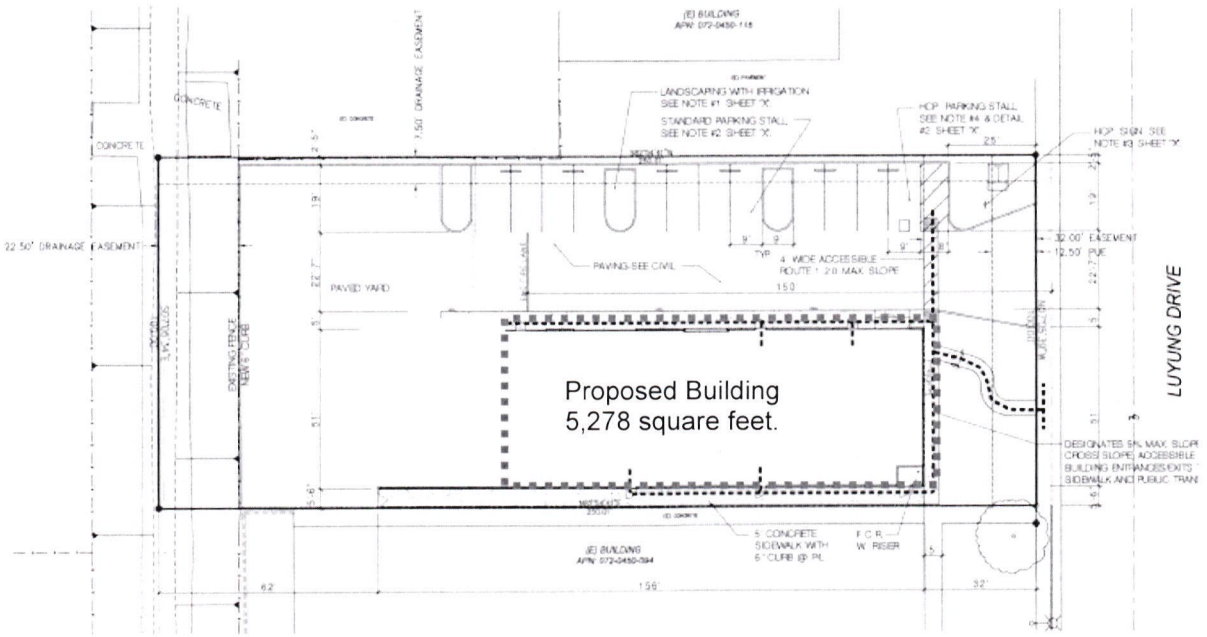


Figure 2. Site Plan

Parking

The parking ratio for office use is 4.5 spaces/1000 sq. ft. Based on the proposed 1,000 sq. ft. of office use, this creates a total of five (5) parking spaces. The parking ratio for warehouse use is 1 space/ 2,000 sq. ft. of storage. With 4,200 sq. ft. of warehouse use, this creates a total of three (3) parking spaces. The site plan shows ten (10) standard parking spaces and one (1) handicap space for a total of eleven (11) parking spaces, meeting the Code requirements.

About Star Industries

Star Industries is a private cleaning and maintenance service based in Rancho Cordova. The company specializes in construction clean-up, manufacturing facilities clean-up, carpet and upholstery care, window washing, and office furniture maintenance. They are currently located at 3203 Luyung Drive and have been at this location for over 5 years. The new facility will allow the business to move and expand from its current site. The proposed building will house management operations as well as cleaning supplies and related floor cleaning equipment. There are a total of four full-time employees and two part time sales personnel who will report to the site.

Design Review

The basis for review of this project is provided in the City's Design Review Ordinance and the Planning Commission reasons for recommending approval are as follows:

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

Evidence:

a) The proposed building is concrete tilt-up that will be painted with an earth-tone palette. Reflective solar glass windows will be accented with flush anodized bronze aluminum. A crown molding detail wraps around much of the roof line, enhancing the building and distinguishing the façade.

b) The building is 25 ft. in height with entrances located on the north side of the building. Entrances are well-identified. Roll-up doors are located on the north and west elevations of the building.

c) The building design is consistent with the surrounding vicinity and will be a nice addition to the area. The project is located within the LIBP zone and is surrounded by heavy industrial uses. The facility will be used for storage and office operations.

d) See "C" above.

e) The proposed building features score lines around the perimeter providing variation and relief in the exterior. In addition, a sage green band will be painted around the building accentuating roll-up door details and windows. Crown molding will enhance the building trim.

f) The applicant is proposing an extensive landscape plan. This plan enhances the project site, defining the property edges and enhancing the overall appearance and providing the required parking lot shade coefficient.

CONCLUSION

The applicant has worked with the City to insure consistency with Design Review Guidelines. Staff is recommending approval of the project as proposed.

PLANNING COMMISSION COMMENTS

The Planning Commission heard the project on January 25, 2007 and had numerous questions for the applicant regarding the project. There was some concern with the lack of design features of the building, however, it was explained to the Commission that the building was in a

heavy industrial area and the building design addressed function rather than form. In addition, it was pointed out that the building was surrounded by "like" style industrial architecture.

The Planning Commission unanimously approved a recommendation to the City Council by a vote of 7-0.

ENVIRONMENTAL ANALYSIS

The project is Categorically Exempt under Section 15332, In-Fill Development Projects of the California Environmental Quality Act (CEQA) Guidelines.

FINANCIAL IMPLICATIONS TO CITY

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

RECOMMENDED MOTION

Move the City Council adopt Resolution 22-2007 determining the project is Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act Guidelines and approving the Design Review for Star Industries, Project No. RC-06-258, subject to the attached Design Package (Exhibit A) and Conditions of Approval (Exhibit B).

ATTACHMENTS

1. Resolution No. 22-2007 including the Design Review Package (Exhibit A) (including color elevations, site plan, floor plan, landscape plan, tentative parcel map, grading and utility plan, cut sheet detailing lights) and Conditions of Approval (Exhibit B)
2. 500' Radius Map and Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. 22-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR STAR INDUSTRIES WAREHOUSE/OFFICE BUILDING PROJECT # RC-06-258

WHEREAS, Bob Velasquez (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for the construction of the Star Industries Warehouse/Office Building (Assessor's Parcel Number 072-0450-062); and

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

WHEREAS, the project is Categorically Exempt from review under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act Guidelines; and

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

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

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

   Findings:

   The project proposes the construction of a building within an urbanized area and is categorically exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act Guidelines.

   Evidence:

   Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

   (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
   (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
   (c) The project site has no value as habitat for endangered, rare or threatened species.
   (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
   (e) The site can be adequately served by all required utilities and public services.

   The project proposes the construction of a warehouse/office building in an area that is zoned Light Industrial Business Park and has a General Plan designation of Sunrise Southeast Planning Area. The location within the Planning Area where the project is

located is approved for light industrial uses, within the city limits and does not support habitat for endangered species. The site can be adequately served by all required utilities and approval of the project would not result in significant impacts to traffic, noise, air or water quality.

2. Approve the Design Review, subject to the Design Package (see **Exhibit A**) and the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence:

   Findings:

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

   Evidence:

   a) The proposed building is concrete tilt-up that will be painted with an earth-tone palette. Reflective solar glass windows will be accented with flush anodized bronze aluminum. A crown molding detail wraps around much of the roof line, enhancing the building and distinguishing the façade.
   b) The building is 25 ft. in height with entrances located on the north side of the building. Entrances are well-identified. Roll-up doors are located on the north and west elevations of the building.
   c) The building design is consistent with the surrounding vicinity and will be a nice addition to the area. The project is located within the LIBP zone and is surrounded by heavy industrial uses. The facility will be used for storage and office operations.
   d) See "C" above.
   e) The proposed building features score lines around the perimeter providing variation and relief in the exterior. In addition, a sage green band will be painted around the building accentuating roll-up door details and windows. Crown molding will enhance the building trim.
   f) The applicant is proposing an extensive landscape plan. This plan enhances the project site, defining the property edges and enhancing the overall appearance and providing the required parking lot shade coefficient.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of April, 2007.

AYES:

NOES:

ABSENT:

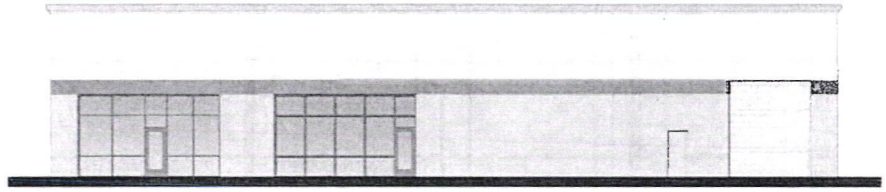
ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

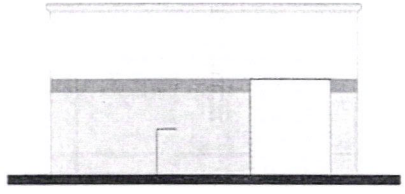
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APR 02 2007
RANCHO CORDOVA
PLANNING



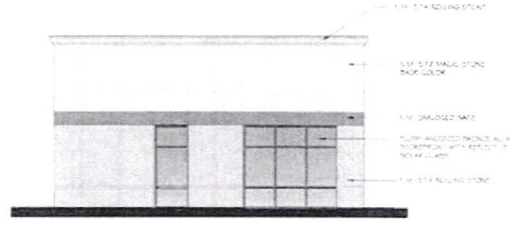
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

REVISIONS BY

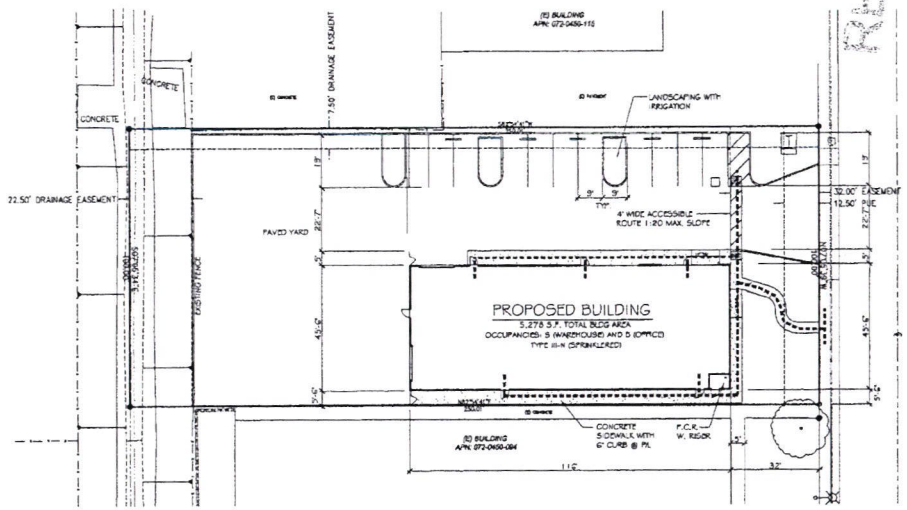
Leo McGlade & associates, inc.

COLOR ELEVATIONS

PROPOSED BUILDING SHELL

Date 7-17-06
Scale AS NOTED
Drawn
Job
Sheet
of Sheets

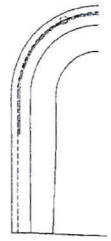
Exhibit A



RECEIVED
MAR 12 2007
RANCHO CORDOVA
PLANNING

MANUFACTURERS DRIVE

LUYUNG DRIVE



SITE PLAN

072-0450-062

1" = 20'-0"

5,276 S.F. TOTAL BLDG AREA
25% MAX OFFICE = 1,320 S.F. = 6 SPACES + 4 FOR WHSE = 10 SPACES REQD.

APN: 072-0450-062

REVISIONS	BY

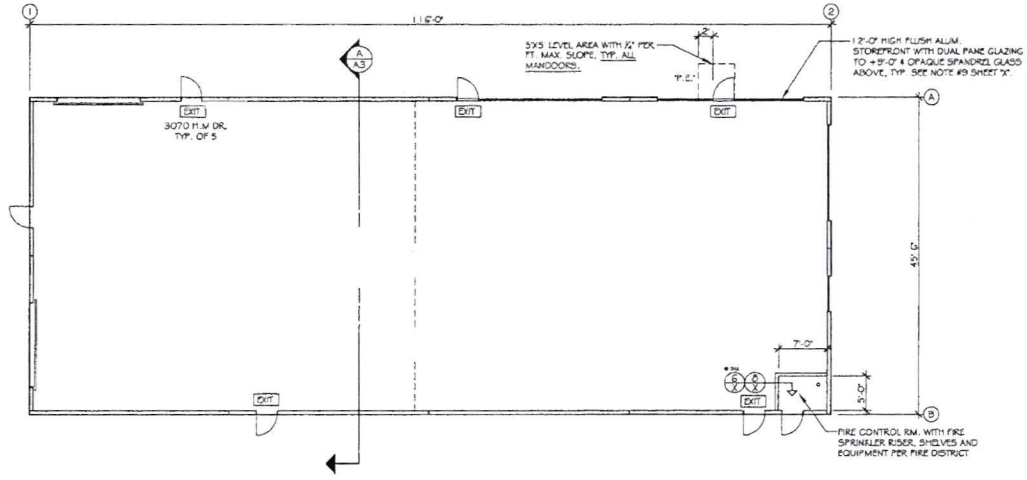
Leo McGlade & associates, inc.
3417 Arden Way Sacramento, CA 95825 (916) 488-0380

SITE PLAN

PROPOSED BUILDING SHELL

LUYUNG DRIVE
RANCHO CORDOVA, CA

Date 3-8-07
Scale AS NOTED
Drawn R.J.
Job 6-30-5204
Sheet A1
Of Sheets



FLOOR PLAN

1/8" = 1'-0"

ALL DOORS SHALL COMPLY WITH NOTES #7 & 8, SHEET 'X'.

'P.E.' DESIGNATES "PRIMARY ENTRANCE." SEE NOTE #6, SHEET 'X.'

EXIT DESIGNATES REQUIRED EXIT. EXITING, EXIT SIGNS & EXIT DOOR SHALL COMPLY WITH CHAPTER 10 OF THE 2001 C.B.C.

ENTIRE BUILDING SHALL BE SPRINKLERED. SEE NOTE #17, SHEET 'X'.

REVISIONS	BY

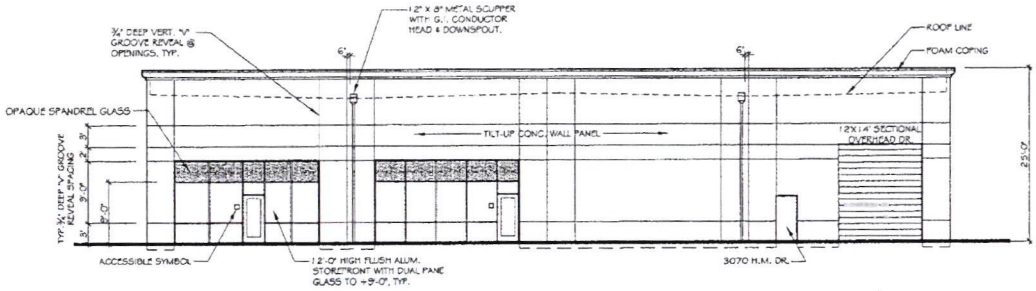
Leo McGlade & associates, inc.
3417 Arden Way Sacramento, CA 95825 (916) 488-0360

FLOOR PLAN

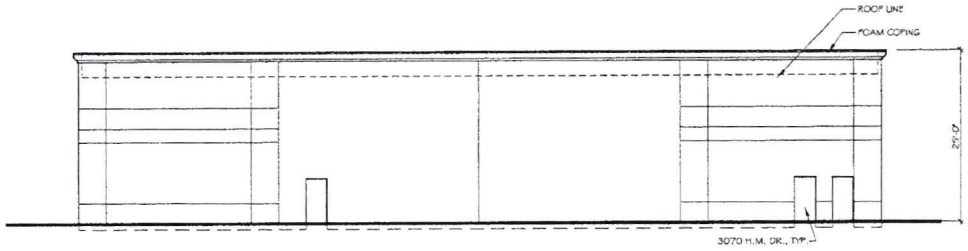
PROPOSED BUILDING SHELL

LUYUNG DRIVE
RANCHO CORDOVA, CA

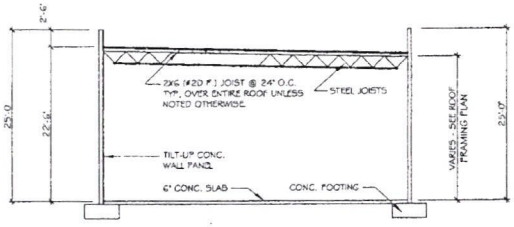
Date 3-6-07
Scale AS NOTED
Drawn R.J.
Job 6-30-5204
Sheet A2
Of Sheets



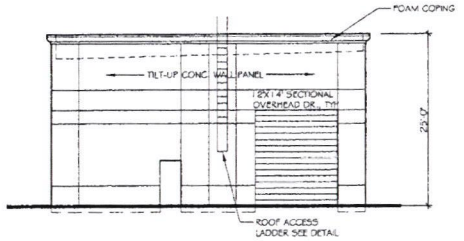
NORTH ELEVATION ½" = 1'-0"



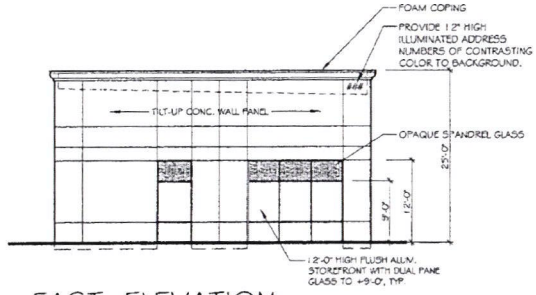
SOUTH ELEVATION ½" = 1'-0"



CROSS SECTION ½" = 1'-0" A/A3



WEST ELEVATION ½" = 1'-0"



EAST ELEVATION ½" = 1'-0"

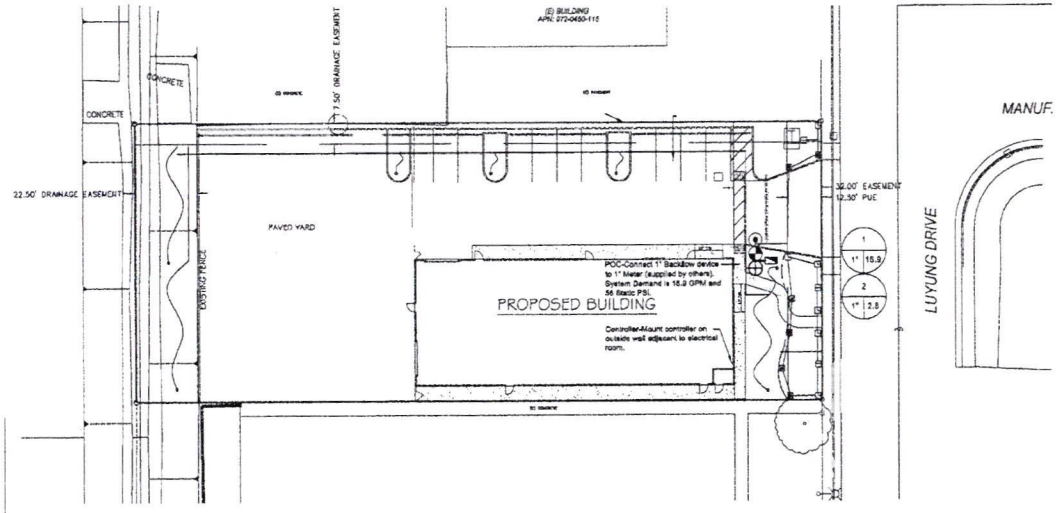
REVISIONS	BY

Leo McGlade & associates, inc.
3417 Arden Way Sacramento, CA 95825 (916) 486-6300

ELEVATIONS
CROSS SECTION

PROPOSED BUILDING SHELL
LUYUNG DRIVE
RANCHO CORDOVA, CA

Date	3-8-07
Scale	AS NOTED
Drawn	K.J.
Job	G-30-5204
Sheet	A3
Of	Sheets



WATER BUDGET

ESTABLISHED LANDSCAPE	% OF SCHEDULE
JANUARY	0%
FEBRUARY	0%
MARCH	5%
APRIL	41%
MAY	73%
JUNE	91%
JULY	100%
AUGUST	85%
SEPTEMBER	60%
OCTOBER	31%
NOVEMBER	0%
DECEMBER	0%
ESTABLISHMENT PERIOD	
JANUARY	0%
FEBRUARY	0%
MARCH	10%
APRIL	61%
MAY	109%
JUNE	136%
JULY	150%
AUGUST	127%
SEPTEMBER	90%
OCTOBER	46%
NOVEMBER	0%
DECEMBER	0%

WATER CALCULATIONS

IRRIGATION SCHEDULE

Station	Days/Wk.	Starts/Day	Mins./Run	Min/wk
1				98
2				120

WATER SCHEDULE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Rainfall													18.81
ETO (inches)													62.00
Adjusted ETO													
gvahrgal/mo	0.00	0.00	0.05	0.41	0.73	0.81	1.00	0.85	0.60	0.31	0.00	0.00	

ESTABLISHED LANDSCAPE

S T	Irrig. Type	GPM	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Gals.
1			0.0	0.0	4.7	39.6	70.2	87.1	96.0	82.0	57.8	29.7	0.0	0.0	31583
2			0.0	0.0	5.9	49.7	87.8	108.9	120.0	102.6	72.3	37.1	0.0	0.0	8643
			EWU			38136.0									38190.0
			MAWA												

IRRIGATION LEGEND

SYMBOLS	DESCRIPTION	MODEL	REMARKS	DETAIL
			GALLONS PER MIN. F H Q V	
F H Q V	6" POP-UP TURF HEAD	HUNTER PROS-06-15	3.7 1.85 .92 VARIES	L-3, DETAIL F
	DRIP TUBING	1/2" POLYETHYLENE TUBING	STAPLE AT 12' INTERVALS MAX.	L-3, DETAIL I
NOT SHOWN	DRIP EMITTER	RAINBIRD XB SERIES	SEE NOTES FOR SIZING	L-3, DETAIL A
	BACKFLOW DEVICE	FEBCO 825Y	SEE CIVILS FOR EXACT METER LOCATION	L-3, DETAIL B
C	CONTROLLER	HUNTER 800M	PLACE ON OUTSIDE WALL COORDINATE WITH GENERAL	L-3, DETAIL G
NOT SHOWN	RAIN SENSOR	HUNTER MINI CLICK	MOUNT ON OUSIDE WALL	
	REMOTE CONTROL VALVE	HUNTER ICV	USE 12" RECTANGULAR BOX	L-3, DETAIL C
	DRIP VALVE	HUNTER ICV W/AMIAD WYE FILTER AND ACCUSET PRESS. REG.	USE JUMBO BOX	L-3, DETAIL C
	QUICK COUPLER	RAINBIRD 33 DRC	FILL VB WITH CRUSHED ROCK	L-3, DETAIL E
	CLASS 200 PVC LATERAL LINE		1" THROUGHOUT	L-3, DETAIL A
	SCHEDULE 40 MAINLINE		1"	L-3, DETAIL A
	SCHEDULE 40 SLEEVE		2 SIZES LARGER THAN PIPE	L-3, DETAIL A

STATION NUMBER
GALLONS PER MINUTE
VALVE SIZE

IRRIGATION NOTES

1. SEE DETAILS FOR PROCEDURES AND MATERIALS
2. POC. SEE CIVILS FOR EXACT LOCATION OF IRRIGATION METER. INSTALL 1.5" BACKFLOW AFTER METER.
3. WORK SHALL FOLLOW ALL LOCAL AND STATE CODES.
4. MAINLINE AND LATERALS ARE DRAWN DIAGRAMMATIC AND SHALL BE INSTALLED IN PLANTER AREAS WHEREVER POSSIBLE. INSTALL MAINLINE ADJACENT TO CURB IN OUTSIDE PERIMETER PLANTER.
5. VALVES AND QC'S SHALL BE LOCATED IN PLANTER AREAS WHEREVER POSSIBLE.
6. POPUP SPRAY HEADS AND ROTORS SHALL BE ADJUSTED TO MINIMIZE OVERSPRAY AND LIMIT RUNOFF INTO STORM DRAINS.
7. SCHEDULE FOR DRIP EMITTERS IS AS FOLLOWS:
   1-1 GPH EMITTER PER 1 GALLON SHRUB
   2-1 GPH EMITTERS PER 5 GALLON SHRUB
   3-2 GPH EMITTERS PER 15 GALLON TREE
8. DRIP EMITTERS SHALL BE PLACED WITHIN THE OUTERMOST ½ AREA OF THE ROOTBALL IN PLANTER AREAS WITH 5% SLOPE OR LESS. IN AREAS WHERE SLOPE IS GREATER THAN 5%, EMITTERS ARE TO BE PLACED AT ROOTBALL PERIMETER, UPSLOPE OF PLANT CROWN AT 10 AND 2 O'CLOCK.
9. IRRIGATION CONTROLLER SHALL BE PLACED ON THE OUTISE WALL OF BLDG A ELECTRICAL ROOM. CONTROLLER IS A 2 WIRE CONTROL SYSTEM. RUN 1 RED WIRE AND 1 WHITE WIRE TO ALL VALVE RECEIVERS. RUN 1 YELLOW WIRE (SPARE) IN AND OUT OF EACH RECEIVER BOX WITH A 24" LOOP IN EACH BOX. TERMINATE WIRES IN 2 LOCATIONS FOR FUTURE PHASE 2 WORK. SEE THIS SHEET FOR TERMINATION POINTS.
10. RAIN SENSOR/SHUT OFF DEVICE SHALL BE PLACED ADJACENT TO CONTROLLER ON OUTSIDE WALL WITH NO ROOF OVERHANG. IF OVERHANG EXISTS, SENSOR SHALL BE MOUNTED AT ROOFLINE.

20 0 20 40 80
Scale 1" = 20'

N

LANDSCAPE VISIONS, INC.
11225 Sunrise Gold Circle Rancho Cordova, CA 95742
PH: (916) 635-3454 FAX: (916) 635-3498

Consultant's Signature Date

Project Title
STAR INDUSTRIES

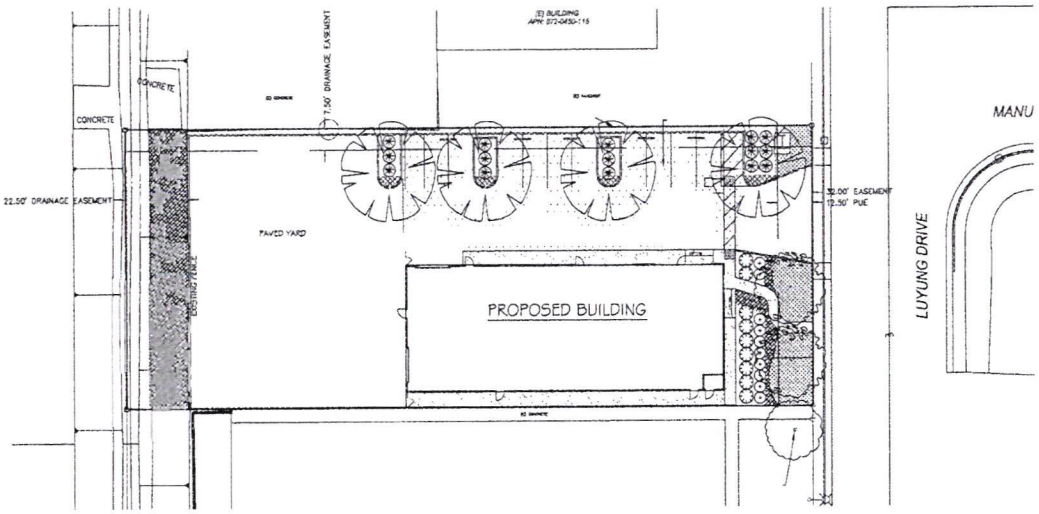
3203 LUYUNG DRIVE
RANCHO CORDOVA, CA

Revisions

ISSUE #	DESCRIPTION	DATE
	ADDED POINTS, REMOVED TEXT	09-04-08
	ADDED PHASE PLANTING NOTES	09-24-07

Sheet Title
IRRIGATION PLAN

Job Number
Date 07-14-08
Drawn EJD
Checked EJD
Sheet
L1



PLANT LEGEND

TREES

	Pistacia chinensis	Chinese Pistache	Low	15 Gallon	4	Deciduous Shade Tree
	Quercus ilex	Holly Oak	Low	15 Gallon	2	Evergreen Tree

SHRUBS

O	Arctostaphylos 'Howard McMinn'	Manzanita	Low	5 Gallon	9	Evergreen Foundation Shrub
⊙	Berberis autropurpurea	Purple Barberry	Low	5 Gallon	10	Deciduous Accent Shrub
⊛	Rhaphiolepis i. 'Pink Lady	Indian Hawthorne	Low	5 Gallon	15	Evergreen Foundation Shrub

GROUND COVER

	Gazania Orange	Orange Gazania	Low	1 Gallon	2' OC	Evergreen Ground Cover
	Myoporum Pacificum	NCN	Low	1 Gallon	4' OC	Evergreen Ground Cover

ASSD

— —	Headerboard	Mow Strip	2x4	40'	
	Shade Calculation Area				

Scale 1" = 20'

N

SHADE CALCULATIONS

Tree Variety	Full Value	Full	¾	Half	¼	Total Sq.'
35' Trees						
Pistachia chinensis	962 sq.'	2		2		2886
Total Shade Area Provided						2886
Parking Area						4943
Shade required	30%					1483
Shade Provided	58%					2886

WATER USE CALCULATIONS

Plant Variety	Sq. Ft.	Water Use Factor	Total
Low Water Use pistacia, quercus	1384	0.4	553
Med. Water Use	0	1.0	0
High Water Use Turf	806	1.6	1289
Totals	2190	>	1842

GENERAL NOTES

1. THE SITE SHALL BE ROUGH GRADED TO PLUS OR MINUS 1/10TH OF FINISH GRADE BY THE SITE GRADING CONTRACTOR (UNLESS AGREED UPON OTHERWISE). SOIL TO BALANCE AT 2" BELOW CURBS AND SIDEWALKS, INCLUDING MOUNDING CONTOURS (IF APPLICABLE), FREE OF DEBRIS. THE NATIVE ON-SITE TOPSOIL MAY BE USED FOR FILLING THE PLANTERS IF IT IS OF GOOD QUALITY, CLEAN AND SUITABLE FOR PROPER PLANT GROWTH. SLOPE ALL PLANTERS AT 2% MINIMUM FOR PROPER DRAINAGE. ALL AB ROCK, CONCRETE WASTE OR LIME TREATED SOIL SHALL BE REMOVED FROM ALL PLANTERS PRIOR TO FILLING.
2. ALL WORK SHALL BE INSTALLED IN COMPLIANCE WITH ALL STATE AND LOCAL CODES AND ORDINANCES BY A LICENSED CONTRACTOR.
3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES, BUILDINGS AND UNDERGROUND UTILITIES DURING THE PERFORMANCE OF HIS WORK AND SHALL MAKE ANY NECCESARY REPAIRS. CONTACT UNDERGROUND SERVICE ALERT PRIOR TO WORK (800) 642-2444.
4. NO PLANTING OPERATIONS ARE TO BEGIN UNTIL IRRIGATION SYSTEM IS FULLY INSTALLED AND A COMPLETE OPERATIONAL SYSTEM CHECK HAS BEEN COMPLETED.

CERTIFICATE OF COMPLIANCE SHALL BE SUBMITTED AT COMPLETION OF MAINTENANCE PERIOD.

PLANTING NOTES

1. SEE DETAILS FOR PROCEDURES AND MATERIALS.
2. SOIL AMENITIES ARE TO BE APPLIED AND ROTOTILLED INTO THE TOP 6" OF SOIL. THE QUANTITY AND TYPE OF AMENTITIES SHALL BE BASED ON SOIL REPORT BY SUNLAND ANALYTICAL LAB.
3. GRADING CONTOURS ARE TO BE SMOOTH AND EVEN THROUGHOUT LANDSCAPE AREA RESULTING IN POSITIVE DRAINAGE.
4. TREE AND PLANT QUANTITIES ARE BASED ON THE DRAWING, QUANTITIES ON PLANT LEGEND ARE FOR CONVENIENCE ONLY. QUANTITIES OF PLANTS REPRESENTED BY HATCH PATTERNS ARE TO BE BASED ON THE O.C. (ON CENTER) SPECS IN THE PLANT LEGEND.
5. NO PLANT MATERIAL IS TO BE PLANTED WITHIN 18" OF ANY CURB, BUILDING, SIDEWALK, OR OTHER HARDSCAPE.
6. PLANTING PITS AND TREE STAKING SHALL BE DONE PER DETAILS.
7. GRO POWER TABLETS SHALL BE INSTALLED IN PLANTING PITS AS RECOMMENDED BY MANUFACTURER.
8. TREES LOCATED IN LAWN AREAS SHALL RECEIVE ARBOR GUARDS. SEE DETAIL N PAGE L-3.
9. TURF SLOPES CANNOT EXCEED 5:1.
10. DO NOT PLANT TREES UNDER POWER LINES.
11. REMOVE NURSERY STAKES ON TREES AFTER LODGEPOLE STAKES HAVE BEEN INSTALLED.
12. INSTALL 3" LAYER OF DYED BROWN WOOD CHIPS IN ALL PLANTER AREAS.
13. GROUND COVER FROM FLATS SHALL BE PLANTED AFTER BARK MULCH HAS BEEN INSTALLED.
14. MOVE BARK MULCH AWAY FROM PLANT CROWNS IMMEDIATELY AFTER MULCH INSTALLATION.
15. PLANT MATERIAL SHALL BE HEALTHY AND VIGOROUS, FREE OF DISEASE AND PESTS. CHECK ROOT SYSTEMS TO ENSURE THAT PLANTS ARE FULLY ROOTED IN THEIR CONTAINERS BUT NOT ROOT BOUND. UNDERDEVELOPED ROOTSYSTEMS AND ROOTBOUND STOCK WILL BE REJECTED. TREES SHALL HAVE A SINGLE STRONG LEADER AND BRANCHING SHALL BE UNIFORM ALONG THE LEADER. "HEADED" TREES SHALL BE BALANCED WITH UNIFORM BRANCHING. TREES THAT HAVE SCARS BEYOND THE CAMBIUM LAYER WILL BE REGECTED. DO NOT BEGIN PLANTING OPERATIONS UNTIL CITY ARBORISTS HAS REVIEWED STOCK.

LANDSCAPE VISIONS, INC
11265 Sunrise Gold Circle Rancho Cordova, Ca 95742
PH. (916) 635-3456 FAX (916) 635-3456

Consultant's Signature Date

Project Title
STAR INDUSTRIES

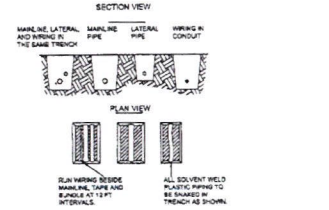
3203 LUYUNG DRIVE
RANCHO CORDOVA, CA

Revisions

ISSUE #	DESCRIPTION	DATE
	RESPONSE TO PLANNING COMMENTS	07-14-08
	PLANNING PLANNING SET	09-04-07

Sheet Title
PLANTING PLAN

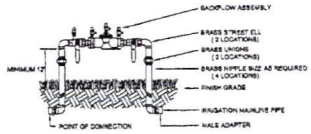
Job Number
Date 07-14-08
Drawn DJH
Checked DJH
Sheet
L2



NOTES:

1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH SCH 40 2 SIZES LARGER THAN THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2. SLEEVING UNDER HARDSCAPES TO BE A MINIMUM OF 24" OF COVER.
3. MAINLINE TO RECEIVE A MINIMUM OF 18" OF COVER.
4. LATERALS TO RECEIVE A MINIMUM OF 12" OF COVER.

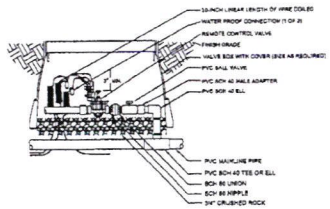
A PIPE & WIRE TRENCHING



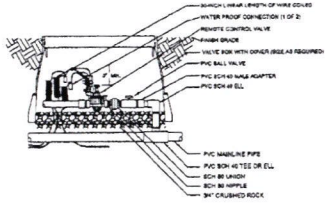
NOTE:

1. INSTALL BACKFLOW PREVENTER AS REQUIRED BY LOCAL CODES AND HEALTH DEPARTMENT. VERIFY LOCAL REQUIREMENTS PRIOR TO INSTALLATION

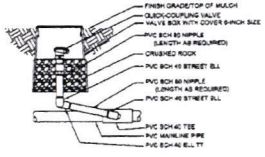
B BACKFLOW PREVENTER



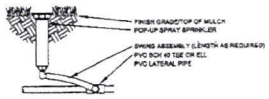
C REMOTE CONTROL VALVE



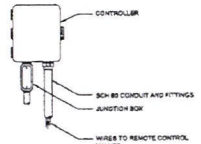
C REMOTE CONTROL VALVE



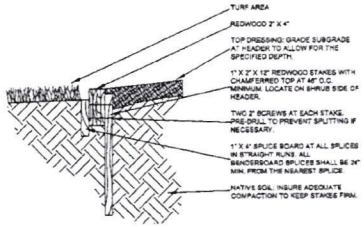
E QUICK COUPLING VALVE



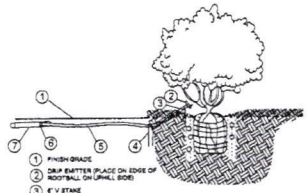
F POP-UP SPRAY SPRINKLER



G WALL MOUNTED CONTROLLER

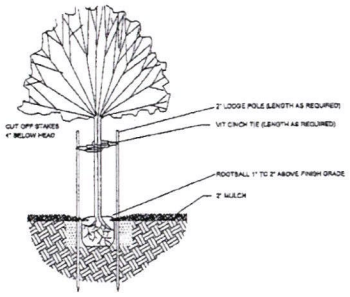


H REDWOOD HEADERBOARD DETAIL



1. FINISH GRADE
2. DRIP EMITTER (PLACE ON EDGE OF ROOTBALL ON UPHILL SIDE)
3. 6' V STAKE
4. 6" STAPLE (PLACE EVERY 4' O.C.)
5. 1/4" DRIP TUBING (NOT TO EXCEED 8' IN LENGTH, USE STAPLES AS REQUIRED)
6. TUBING CONNECTOR
7. 1/2" POLY PIPE (INSTALL BELOW SUB GRADE)

I DRIP TUBING DETAIL



J TREE PLANTING DETAIL

LANDSCAPE VISIONS, INC.
11325 Trinity Gold Circle Rancho Cordova, CA 95742
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Consultant's Signature Date

Project Title

STAR INDUSTRIES

3203 LUYUNG DRIVE
RANCHO CORDOVA, CA

Revisions

ISSUE #	DESCRIPTION	DATE

Sheet Title

DETAILS

Job Number
Date 07-15-08
Drawn CJS
Checked CJS

Sheet

L3

CONDITIONS OF APPROVAL

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review plans (Exhibit A) for Star Industries APN 072-0450-062, project number RC-06-258.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Grading Permit or Improvement Plan Approval			
3.	Applicant shall photo-document the condition of adjacent streets and sidewalks to the satisfaction of the Public Works Department. Applicant shall be responsible for all damage to City streets associated with construction of the project.	Prior to Issuance of Grading Permit or Improvement Plan	Public Works	
4.	Enter into a frontage agreement for construction of public improvements to the satisfaction of the Public Works Department.	Prior to Issuance of Grading Permit or Improvement Plan	Public Works	
	Prior to Issuance of Building Permits			
5.	The landscape plans shall be reviewed by the Planning Department for consistency with Code shading requirements prior to installation. The	Prior to Building Permits	Planning	

Exhibit B

CONDITIONS OF APPROVAL

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
	plans must also conform to the specific provisions of the City of Rancho Cordova Water Conservation Ordinance (formerly Chapter 14.10 of the Sacramento County Code) to the satisfaction of the City's Landscape/Oak Tree Coordinator.			
6.	The exterior building elevations shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permits	Planning	
7.	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 dedicated mandatory open space and performance based open space, 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 Building Permits	Public Works	
8.	Applicant shall submit public improvement plans to the satisfaction of the Public Works Department. Public improvement plans shall include, but shall not be limited to, necessary driveways, utility laterals, etc. Public improvement plans shall clearly delineate all transitions to existing improvements. All improvements to be designed and constructed to satisfaction of Public Works Department.	Prior to Building Permits	Public Works	
9.	Provide drainage easements and install 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 Building Permits	Sacramento County Department of Water Resources	

CONDITIONS OF APPROVAL

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
10.	Minimum pad/floor elevations shall be required pursuant to the Sacramento County Floodplain Management Ordinance. The minimum pad elevation shall be 122.5'.	Prior to Building Permits	Sacramento County Department of Water Resources	
11.	The applicant 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 Building Permits	Department of Water Resources	
12.	Require efficient cooling systems, re-circulating pumps for fountains and ponds, and water recycling systems for vehicle washing as a condition of service.	Prior to Building Permit	Sacramento County Water Agency	
13.	Sewer service shall continue to be provided by CSD-1 infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to any on and off-site sewer construction.	Prior to Building Permits	CSD-1	
14.	Each parcel and building with a sewage source shall have a separate connection to the CSD-1 sewer system.	Prior to Building Permits	CSD-1	
	Prior to Issuance of Occupancy Permit			
15.	An inspection of the finished building, colors, site amenities and parking lot improvements shall be conducted by the Planning Director.	Prior to Issuance of Occupancy Permits	Planning	
16.	Final landscape plans shall be reviewed by the Director of Planning to insure consistency with proposed plans.	Prior to Occupancy	Planning	

CONDITIONS OF APPROVAL

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
17.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background. Where multiple occupancies are serviced by vehicular access to the rear of the building via any driveway, alleyway, or parking lot the numbers or addresses shall be displayed on the rear of the building.	Prior to Issuance of Occupancy Permits	Sacramento Metro Fire	

SECTION II ADVISORY COMMENTS

Rancho Cordova Police Department:

a) Parking/Circulation

i) All entrances to the parking area shall be posted with appropriate signs per 22658(a) CVC, to assist in removing vehicles at the property owner's/manager's request.

ii) Handicapped parking spaces shall be clearly marked and properly posted and be conveniently located near the buildings they are intended to serve.

b) Building Security

i) The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a horizontal distance of (1) inch each side of the strike, so as to prevent violation of the strike.

ii) Glass doors shall be secured with a deadbolt lock with minimum throw of one (1) inch. The outside ring should be free-moving and case hardened.

iii) Employee/pedestrian and utility room doors shall be of solid core wood or hollow sheet metal with a minimum thickness of 1-3/4 inches and shall be secured by a deadbolt lock with minimum throw of one (1) inch.

iv) Outside hinges on all exterior doors shall be provided with nonremovable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of the door.

v) Doors with glass panels and doors with glass panels adjacent to the door frame shall be secured with burglary-resistant glazing or the equivalent, if double-cylinder deadbolt locks are not installed.

vi) Doors with panic bars will have vertical rod panic hardware with top and bottom latch bolts. No secondary locks should be installed on panic-equipped doors, and no exterior surface-mounted hardware should be used. A 2" wide and 6" long astragal shall be installed on the door exterior to protect the latch. No surface-mounted exterior hardware need be used on panic-equipped doors.

vii) Windows that are capable of being opened shall be secured on the inside with a locking device capable of withstanding a force of three hundred (300) lbs. applied in any direction.

viii) All hatchway openings on the roof of any building shall be secured as follows:

(1) If the hatchway is of wooden material, it shall be covered on the outside with at least 16 gauge sheet steel or its equivalent attached with screws.

(2) The hatchway shall be secured from the inside with a slide bar or slide bolts. The Fire Marshal must approve the use of crossbar or padlock.

(3) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.

ix) All air duct or air vent openings exceeding 8" x 12" on the roof or exterior walls of any building shall be secured by covering the same with either of the following:

(1) Iron bars of at least 1/2" round or one by one-fourth inch flat steel material, spaced no more than five inches apart and securely fastened.
or:
(2) A steel grill of at least 1/8" material or two inch mesh and securely fastened and

x) If the barrier is on the outside, it shall be secured with galvanized rounded head flush bolts of at least 3/8" diameter on the outside.

c) Landscaping

i) Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along the building perimeter.

ii) All walkway curbs shall be vertical in design. Rounded curbs shall be avoided whenever possible.

d) Lighting

i) Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with high intensity discharge lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and provide a safe, secure environment

for all persons, property, and vehicles on site. Such lighting shall be equipped with vandal-resistant covers. A lighting level of 2-footcandle minimum, maintained at ground level, is required. A combination of wall and pole mounted fixtures may be used.

ii) All exterior doors shall be provided with a light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building.

iii) All premises, while closed for business after dark, must be sufficiently lighted by use of interior night lights.

iv) Exterior door, perimeter, and soffit lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting. (The building photocells should be located near any roof hatch openings for ease of maintenance.)

e) Building Numbering

i) The address number of every commercial unit shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than six inches in height and of a color contrasting with the background.

ii) Each different unit within the building shall have its particular address prominently displayed on its front and rear doors. (Rear door numbers only need to be one inch in height.) If front door numbers are placed on glass, the numerals shall be white in color.

CSD-1:

- Developing this property may require the payment of sewer impact fees. Applicant should contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.

Attachment 2



NORTH

0 50 100 200

SCALE IN FEET

500 FT. RADIUS MAP

APN 072-0450-062

August 15, 2006

APN 072-0450-062

APN	NAME	ADDRESS	CITY	ST	ZIP
072-0450-062	RCJ LLC	3203 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0370-071	ELLIOTT WHITEROCK LLC	80 IRON POINT CIR 110	FOLSOM	CA	95630
072-0450-006	C C MYERS INC	3286 FITZGERALD RD	RANCHO CORDOVA	CA	95742
072-0450-021	ESTACIO-RAWLES PROPERTIES LLC/ETAL	PO BOX 5	FOLSOM	CA	95630
072-0450-022	BAUGH FAMILY TRUST	4000 PINEOAKIO DR	RESCUE	CA	95672
072-0450-023	BAUGH FAMILY TRUST	4000 PINEOAKIO RD	RESCUE	CA	95672
072-0450-024	SAVIOTTI TRUST	3383 FITZGERALD RD A	RANCHO CORDOVA	CA	95742
072-0450-065	ELECTRIC LIGHTWAVE INC	8100 NE PARKWAY DR	VANCOUVER	WA	98662
072-0450-066	BALBACHAS LUIZ ALFREDO	11390 GOLD DREDGE WAY	RNCHO CORDOVA	CA	95742
072-0450-067	LOBLEY EARL R	6061 GREYSTONE PL	GRANITE BAY	CA	95746
072-0450-068	CART GOLF LLC	P O BX 2059	FOLSOM	CA	95763
072-0450-079	BISSELL DAVID L/JOHN N	3207 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0450-080	JAMES GREGORY DOUGLAS/CYNTHIA M E	641 WESTCHESTER DR	FOLSOM	CA	95630
072-0450-081	SIMMONS FAMILY REVOCABLE LIVING TRUST/ETAL	3223 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0450-084	STANTON THOMAS J/STACIA R	3219 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0450-085	MARK/DENISE PEDERSEN FAMILY TRUST/PETER M PEDERSEN	215 AMERICAN RVR CYN DR	FOLSOM	CA	95630
072-0450-086	DALE G HOFFMAN 1993 SEPARATE PROPERTY TRUST	1606 COUNTRY CLUB DR	PLACERVILLE	CA	95667
072-0450-090	MAK LIN WAN/YUET CHNG/WARREN	3282 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0450-091	MUKHTAR FAROOQ/BELQIS	5351 RIDGEVALE WAY	FAIR OAKS	CA	95628
072-0450-094	RCJ LLC	11455 HYDRAULIC DR	RANCHO CORDOVA	CA	95742
072-0450-105	DAVID M/MARY A STOLECKI REVOCABLE LIVING TRUST	20700 HENWOOD RD	SAN JOSE	CA	95120
072-0450-113	SFC LEASING LP	3430 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0450-114	SFC LEASING LP	3430 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0450-115	SFC LEASING LP	3322 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0640-021	DAVID/ALAINA DIVINE FAMILY 1985 REVOCABLE TRUST	12565 DOUGLAS RD	RANCHO CORDOVA	CA	95742
072-0640-023	WALTER/SHARROLD KIRBY FAMILY REVOCABLE TRUST	10295 CAVALLETTI DR	SACRAMENTO	CA	95829

APN 072-0450-062

APN	NAME	ADDRESS	CITY	ST	ZIP
072-0640-024	ANDRADE SOTERO P/JUANITA C	11660 NEW ALBION DR	GOLD RIVER	CA	95670
072-0640-025	FURNAS FAMILY TRUST	3249 FITZGERALD RD	RANCHO CORDOVA	CA	95742
072-0640-027	URATA CHARLES A/FRANK M/SOFIO T	3430 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0640-028	TRUSLER PROPS LLC	3110 DEER VALLEY RD	RESCUE	CA	95672
072-0640-029	FURNAS FAMILY TRUST	3453 CAMBRIDGE RD	CAMERON PARK	CA	95682
072-0640-030	HOUCK GREGORY L/BARBARA A REED-HOUCK	3237 FITZGERALD RD	RANCHO CORDOVA	CA	95742
072-0640-031	REESE TRAVIS J/KELLY L	4621 SUMMER CREEK CT	SPGS	CA	95682
072-0640-032	HALEY RICHARD/JEANNE	3343 LUYUNG DR	RANCHO CORDOVA	CA	95742
072-0640-033	FERGUSON ENTERPRISES INC	12500 JEFFERSON AV	NEWPORT NEWS	VA	23602
072-0640-039	BRAZIL FAMILY LIVING TRUST	2313 C ST	SACRAMENTO	CA	95816
072-0640-040	BBHB PARTNERSHIP	3221 FITZGERALD RD	RANCHO CORDOVA	CA	95742
072-0640-041	R D/G L BAGGALEY REV TRUST(SUNRISE/MATHER TOWER)	3261 FITZGERALD RD	RANCHO CORDOVA	CA	95742
072-0640-042	ROBERT D/GAYLE L BAGGALEY REVOCABLE FAMILY TRUST	3261 FITZGERALD RD A	RANCHO CORDOVA	CA	95742
	STAR INDUSTRIES c/o JOHN KUWAMOTO, PRESIDENT	3203 LUYUNG DR	RANCHO CORDOVA	CA	95742
	BOB VELASQUES	6661 STANFORD RANCH RD F241	ROCKLIN	CA	95677

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6661 STANFORD RANCH RD F241
ROCKLIN CA 95677

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: Jeffrey S. Beiswenger, AICP, Senior Planner JSB.

SUBJECT: **APPEAL OF PLANNING COMMISSION DENIAL OF GOLD CROSSING TENTATIVE SUBDIVISION MAP AND SPECIAL DEVELOPMENT PERMIT (Project RC-05-178, 10880-10894 Coloma Road)**

OWNER / APPLICANT:	**REPRESENTATIVE:**
Mark Kramer, Michael Caldwell, Sean Maloney Contact: Mark Kramer 10890 Coloma Road Rancho Cordova, CA 95670	Michael Dequine and Associates, Inc. Contact: Michael Dequine 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

PROJECT:	Gold Crossing Tentative Subdivision Map and Special Development Permit
FILE:	Project No. RC-05-178
LOCATION:	10880 – 10894 Coloma Road
APN:	058-0241-001 to -020
PLANNER:	Jeffrey S. Beiswenger, AICP, Senior Planner

RECOMMENDATION

Staff recommends the City Council adopt Resolution 33-2007, affirming the Planning Commission decision to deny the applicant's request for a Tentative Subdivision Map and Special Development Permit.

RESULT OF RECOMMENDED ACTION

The action would prohibit the applicant from dividing an existing apartment complex into twenty parcels for four-plex buildings for individual sale and one common area parcel for parking areas and open space.

BACKGROUND

The applicant is requesting approval of a Tentative Subdivision Map to subdivide a parcel that contains an apartment complex into twenty-one separate parcels. The apartment complex consists of twenty four-plex buildings with related open space and parking facilities. The TSM would provide a parcel for each of the twenty four-plex buildings, and a common lot parcel for parking, open space and landscape areas. This action would not change the underlying multi-family land use of the property but would allow each four-plex to be sold to separate owners as separate multi-family properties.

AGENDA ITEM # 12

The applicant is also requesting the issuance of a Special Development Permit to allow the encroachment of four buildings into the required 100'-0" setback between multi-family buildings and single family properties. Four of the four-plexes are considered legal non-conforming structures since they encroach into this required setback.

LOCATION AND CONTEXT

The property is located immediately south of Coloma Road, a significant east-west connector through established neighborhoods of the City. The site is bounded to the north by Coloma Road, to the east and west with apartment complexes and to the south side by single family homes.



FIGURE 1 – SITE LOCATION

Land Use Relationships with Adjacent Properties		
	Zoning	**Land Use**
Subject Site	RD-30 (Residential)	Existing Apartments
North	RD-20 (Residential)	Coloma Road / Existing Apartment
East	RD-30 (Residential)	Existing Apartments
South	RD-5 (Residential)	Existing Single Family
West	RD-30 (Residential)	Existing Apartments

PLANNING COMMISSION SUMMARY

Staff originally recommended denial of this project to the Planning Commission in February. The project could not be supported, specifically the Special Development Permit, since it would not result in significant improvements to the immediate site, the non-conforming setbacks, parking and landscape standards could not be lessened, the subdivision would make future redevelopment or renovation of the site difficult due to the multiple property ownerships and would make law enforcement difficult since a single point of contact (e.g. apartment manager) would not be available to help coordinate activities. During the public hearing, the Planning Commission indicated the following concerns regarding this application:

- Fragmentation of an older apartment complex into multiple parcels would make future redevelopment or renovation difficult.
- Code enforcement would be difficult with multiple property owners (no single point of contact).
- Law enforcement would be difficult with multiple property owners (no single point of contact).
- With exception of new paint and minor repairs, no significant improvements to the four-plex buildings are proposed.
- Improvements to the site (new landscaping, new parking lot striping) are minor in character and do not represent a significant improvement to the property.

The Planning Commission reviewed the presented materials and denied the project as requested, with a unanimous vote of the 5 in attendance.

FINDINGS FOR DENIAL

The applicant proposes to divide the twenty four-plex structures of an existing apartment complex (constructed in the 1960's) into separate parcels for each four-plex. Due to the age and design of the complex it is inconsistent with the General Plan adopted for the community and it would be unwise to grant the project additional entitlements.

Staff recommends denial of this project since it is not consistent with the General Plan, requirements of the Subdivision Map Act and the requirements of the Special Development Permit Section as follows:

General Plan

As an apartment project, this site is consistent with the General Plan land use map, but the applicant's intent to divide the property into twenty four-plex properties for rent by different owners is not consistent with several provisions of the General Plan and could obstruct implementation of many of the policies:

- LU 5.5 calls for the assembly of land for redevelopment. The proposal would contradict this general plan goal by creating additional fragmentation by breaking an existing parcel into a fragmented collection of twenty-one parcels. This is contrary to the policy of keeping properties in larger blocks for more effective redevelopment or renovation in the future.

- Action UD.4.3.4 directs the City to work with property owners of existing development on potential remodel/reuse of their sites so that they may become catalyst projects for development and redevelopment in the City. The proposal is not a catalyst project and

would essentially "lock-in" an existing development pattern of older four-plex units that is pervasive throughout the neighborhood.

- Action H.2.2 directs the City to provide neighborhood revitalization in existing areas through housing rehabilitation (owner- and renter-occupied units), and infill reuse/conversion. The proposal does not rehabilitate the residential units; it only creates new lot lines and could be counterproductive to future rehabilitation due to the multiple property ownership that would be created.

- Action H.2.2.3 directs the City to facilitate the rehabilitation and reuse of four-plex units, particularly rentals. The proposal does nothing to further the rehabilitation of the four-plex units on the site and may prevent the assemblage and rehabilitation of buildings if they become dilapidated in the future.

- Action H.2.4.2 directs the City to require developers of affordable rental housing projects to submit a management and maintenance plan showing how such projects will be managed to ensure safety of residents, a decent living environment, and maintenance of units in sound condition. The project proponent has not submitted a management and maintenance plan to ensure that this project will be managed to ensure safety and maintenance of units in the future.

- Policy H.3.1 seeks to increase accountability of landlords and requires regular building improvements to maintain property in desirable condition. The project proponent has not submitted substantial evidence that regular building maintenance will be provided and has not proposed additional building improvements to the property as part of the proposal.

Subdivision Map Act

The proposal must be denied because it does not meet certain provisions of Section 66474 of the California Subdivision Map Act, which requires that the City deny a tentative map if is does not meet all of the required findings. The proposal does not meet the map act, as follows:

- The proposed map is not consistent with the General Plan and is contrary to several General Plan goals as listed in the above section (LU 5.5, UD 4.5.4, H 2.2, H 2.2.3, H 2.4.2, H 3.1).

- The site is not physically suitable for the development since the current design intrudes into the required rear setback. The proposal does not adequately address how access and utility services will be provided to each parcel individually.

- The proposed map creates public safety problems. The Police Department has reviewed the application and is concerned that the proposal may have public safety implications. Multiple property ownership will likely impact potential code and law enforcement. Without a clearly identified single point of contact for City enforcement, problems on the site will be difficult to address and could result in public safety implications.

- The proposed map does not demonstrate how public utilities and services will be provided. The project proponent has not identified how access to each property will be provided for all public utilities and services.

Special Development Permit

The zoning code allows for a Special Development Permit to be issued if certain standards are met. The proposal falls short of these standards, as follows:

- The proposal is not consistent with the General Plan and is contrary to several General Plan goals as listed in the above section (LU 5.5, UD 4.5.4, H 2.2, H 2.2.3, H 2.4.2, H 3.1).

- The proposal does not address the separation required by the zoning code between single family and multi-family property. Existing buildings on the site intrude into the required 100'-0" side yard setback. The applicant has proposed adding additional landscaping along the property line to provide additional screening, but this is not sufficient to provide the needed separation required by the zoning code.

- The proposal does not meet the special development permit requirement for additional energy savings, or more usable open space. The permit is requested for an existing apartment complex and additional open space is not proposed.

- The applicant has not demonstrated that utility services will be adequate for the proposed entitlement, as required for a special development permit.

The proposal also has significant issues related to housing and law enforcement.

Housing Issues

Reed Flory, the Rancho Cordova, Housing Services Administrator reviewed this application from a housing perspective and has the following concerns:

- This property is located within both the Redevelopment Area and the CDBG target area; it is particularly important to ensure that the housing stock is improved. The General Plan also supports the rehabilitation of four-plex housing units in these target areas (H.2.2 and H.2.23). The current proposal does not substantially improve the residential units.

- The General Plan calls for the expansion of ownership opportunities in the community by converting existing multi-family properties into condominiums (H.5.2.1). The proposal converts an existing apartment complex into individual four-plex rental buildings. This forecloses any opportunity for future conversion into condominiums. The units will remain rental units and therefore ownership opportunities are not likely to be expanded to existing tenants, unless they have the financial ability to purchase and rent a four-plex building.

- The General Plan calls for the renovation and improvement of apartments in the City (H.2.6). The long-term sustainability of the units on this site may be difficult assuming new purchase mortgages of thirty years. Another 30 years of additional, functional, market sustained life for these units would be expected under the new ownership scenario, but may not be possible without significant upgrades to the buildings. Neighborhood instability could result under the ownership scenario with mortgage roll-overs, confused ownerships, or tiers of debt.

- The General Plan calls for the revitalization of multi-family properties, increase in the accountability of landlords, and requiring regular building improvements to maintain property in desirable condition (H.3.1). With the age of the buildings on site (40 plus years old), significant rehabilitation of the systems in the buildings (electric, water/plumbing, heating/air, roof/floor/siding, bathroom/kitchen etc.) may be needed to gain thirty years of additional life. In order for the buildings to have a reasonable life expectancy there should be adequate reserves for replacement to respond to the needed repairs. New construction codes may apply if significant updates are needed. Prior to any additional entitlements on this site, the applicant should be required to document the condition of the systems in the buildings. This information should be prepared by a third party and reviewed by the City.

- The current rents within the buildings may have to be increased to cover the cost of rehabilitation. Current conditions may only be justified by the current rental rates for this type of unit. For example, buyers with 30% down, 0 returns on cash would have to raise rents significantly to debt service the new mortgage, potentially without any rehab. Add in rehab costs and the rents may have to be raised to ensure positive cash flow.

Law and Code Enforcement Issues

Jeff Rodriguez with the Police Department has reviewed the application and has determined that from a law enforcement perspective the division of the property into twenty separate properties could have negative implications and conflict with the General Plan policy of existing residential projects to improve the personal security of residents and improve maintenance of units (H.2.4), as follows:

- A single point of contact may not always be available for law enforcement concerns. The applicant is proposing an owner's association, but it is not clear that a single point of contact will be available to address concerns.

- A single property manager is preferable with strict guidelines on tenant application approval, a single landscaping company, and a substantial budget for on-going repairs.

- Future problems with property management, tenant screening, etc. can be difficult to develop a solution to if and/or when problems develop in the future without a single point of contact.

Zoning Analysis

The zoning for the parcel is RD-30. The existing use (apartments) is a permitted use in this zoning district. As built, the project does not meet all the current zoning code standards regarding setbacks and four of the twenty buildings are considered legal non-conforming structures. As a non-conforming use, the Zoning Code does not allow additional entitlements, including the subdivision to be granted for this property, unless improvements are made to bring the site into zoning compliance, or a variance or special development permit are issued. The current apartment complex is not consistent with the Zoning Code, as follows:

- Parking deficient. The site currently has deficient parking based on the zoning requirement of two spaces per dwelling unit. To meet the zoning code standard, the applicant has proposed adding additional parking spaces to meet the two-space per unit requirement for a total of eighty spaces.

- Deficient landscape plan. The project does not meet the landscape requirements of the code (e.g. shade requirements for a parking lot). The applicant has proposed a new landscape plan.

- Deficient rear yard setback. Four of the existing four-plex buildings along the south property line intrude into a required 100-foot setback. The zoning code requires that multi-family buildings be setback from single family properties a minimum distance of 100 feet. The applicant has applied for a Special Development Permit (SDP) to deviate from this requirement.

ATTACHMENTS

1. Resolution 33-2006
2. Tentative Subdivision Map, Special Development Permit, Special Parking Exhibit, and Softscape Plans.
3. Planning Commission Staff Report and Minutes February, 2007.
4. Sheriff's Department Statistics
5. Applicant Presentation
6. Applicant Covenants, Conditions, and Restrictions
7. Applicant Appraisal
8. 500' Radius Map and Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. 33-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DENYING THE APPEAL OF A PLANNING COMMISSION DECISION TO DENY A TENTATIVE SUBDIVISION MAP AND SPECIAL DEVELOPMENT PERMIT FOR GOLD CROSSING PROJECT # RC-05-178

WHEREAS, Mark Kramer (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Tentative Subdivision Map to subdivide a 4.26 acre parcel into twenty-one (21) parcels at 10880 to 10894 Coloma Road (Assessor's Parcel Numbers 058-0241-001 to 020) and for a Special Development Permit to allow buildings to intrude into the rear yard setback; and

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

WHEREAS, the project is Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission of the City of Rancho Cordova conducted a properly noticed public hearing pursuant to Government Code Section 65090, and denied the applicant's request for a Tentative Subdivision Map and Special Development Permit, and this denial was subsequently appealed to the City Council; and

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

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

Deny the Tentative Subdivision Map and Special Development Permit based on the following findings:

1. CEQA

Finding: The proposed project is Categorically Exempt per Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) which allows the division of existing commercial or industrial buildings where no physical changes occur.

Evidence: The project is an existing apartment complex of twenty four-plex buildings with all public facilities available and with direct access to fully improved public streets. No significant physical changes to the buildings or site are proposed.

2. GENERAL PLAN CONSISTENCY

Finding: The City Council finds that the project is not consistent with several provisions of the General Plan.

Evidence: Projects that do not adequately implement the General Plan require denial. The project does not meet several polices of the General Plan, as follows:

a. Policy LU.5.5 supports the assembly of land for new development where fragmentation of parcels or the limited size of existing parcels acts as a deterrent to new development. The proposed action would break an existing parcel into a fragmented collection of twenty-one parcels. This is contrary to the policy of keeping properties in larger blocks for more effective redevelopment or renovation in the future.
b. Action UD.4.3.4 directs the City to work with property owners of existing development on potential remodel/reuse of their sites so that they may become catalyst projects for development and redevelopment in the City. The proposal is not a catalyst project and would essentially "lock-in" an existing development pattern of older four-plex units that is pervasive throughout the neighborhood.
c. Action H.2.2 directs the City to provide neighborhood revitalization in existing areas through housing rehabilitation (owner- and renter-occupied units), and infill reuse/conversion. The proposal does not rehabilitate the residential units; it only creates new lot lines and could be counterproductive to future rehabilitation due to the multiple property ownership that would be created.
d. Action H.2.2.3 directs the City to facilitate the rehabilitation and reuse of four-plex units, particularly rentals. The proposal does nothing to further the rehabilitation of the four-plex units on the site and may prevent the assemblage and rehabilitation of buildings if they become dilapidated in the future.
e. Action H.2.4.2 directs the City to require developers of affordable rental housing projects to submit a management and maintenance plan showing how such projects will be managed to ensure safety of residents, a decent living environment, and maintenance of units in sound condition. The project proponent has not submitted a management and maintenance plan to ensure that this project will be managed to ensure safety and maintenance of units in the future.
f. Policy H.3.1 seeks to increase accountability of landlords and requires regular building improvements to maintain property in desirable condition. The project proponent has not submitted substantial evidence that regular building maintenance will be provided and is not willing to consider addition building improvements to the property as part of the proposal.

3. SUBDIVISION MAP ACT

Finding: The proposed tentative map must be denied because the evidence in the record compels denial pursuant to Section 66474 of the California Subdivision Map Act. Section 66474 sets forth seven standards that must be met in order for a subdivision map to be approved. The City Council finds that the proposed tentative map fails to satisfy Sections 66474 (a), (b), (c), (f), and (g).

a. Section 66474 (a) requires denial if the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

   Evidence: The proposal is not consistent with the General Plan goals, policies and actions as listed above in section 2. General Plan Consistency and is specifically not consistent with the General Plan policies LU 5.5, UD 4.3.4; H.2.2; H.2.2.3; H.2.4.2, and H.3.1.

b. Section 66474 (b) requires denial if the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Evidence: The site does not meet provisions of the General Plan as described above in Section 2.

c. Section 66474 (c) requires denial if the site is not physically suitable for the type of development.

Evidence: The site is not physically suitable for the development since the current design intrudes into the required rear setback. The proposal does not indicate how access and utility services will be provided to each parcel individually.

d. Section 66474 (d) requires denial if the site is not physically suitable for the proposed density of development.

Evidence: The site is designated for multi-family development.

e. Section 66474 (e) requires denial if 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.

Evidence: Approval of the Tentative Subdivision Map will not result in any environmental damage.

f. Section 66474 (f) requires denial if the design of the subdivision or type of improvements is likely to cause serious public health problems.

Evidence: Approval of the Tentative Subdivision Map is likely to have public safety implications. The project proponent has not demonstrated how the multiple property owners will address code and law enforcement. Without a clearly identified single point of contact for City enforcement, problems on the site will be difficult to address and could result in public safety implications.

g. Section 66474 (g) requires denial if 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 project proponent has not identified how access to each property will be provided for public utilities and services.

4. SPECIAL DEVELOPMENT PERMIT

Finding: Section 110-70 of the zoning code requires denial of a Special Development Permit if all of the following are not addressed:

a. Section 110-70 (a) requires denial if the proposed development does not carry out the intent of the General Plan and the appropriate community plan.

Evidence: As specified above in section 2. General Plan Consistency, the proposed development does not carry out the intent of the General Plan.

b. Section 110-70 (b) requires denial if the proposed development is not of sufficient size and is designed so as to provide a desirable environment within its own boundaries.

   Evidence: The proposed development is of small size and does not have enough room to provide an adequate separation between the existing multi-family building and single family properties as required by the zoning code. The applicant has proposed adding additional landscaping along the property line to provide additional screening, but this is not sufficient to provide the needed separation.

c. Section 110-70 (c) requires denial if the proposed development is not compatible with existing and proposed land uses in the surrounding areas.

   Evidence: The proposed development is not compatible with future land uses anticipated by the Rancho Cordova General Plan for this area of the community.

d. Section 110-70 (d) requires denial if any exceptions to , or deviations from, the use, density, requirements or design standards of the Land Use Zone in which the property is located, or of Title III of this Code are not justified by the design of the development or if substantial energy savings are not proposed pursuant to Section 110-65(b). In the case of a residential area, the rearrangement of dwellings and the mixing of dwelling types shall be justified by larger and more usable open spaces.

   Evidence: The proposal does not result in additional energy savings, or more usable open space.

e. Section 110-70 (e) requires denial if there is not adequate assurance that the development schedule will be met.

   Evidence: No new development is proposed.

f. Section 110-70 (f) requires denial if the existing or proposed utility services are not adequate for the uses and population densities proposed.

   Evidence: The applicant has not demonstrated that existing utility services are adequate for proposed entitlement.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 2nd day of April, 2007.

AYES:

NOES:

ABSENT:

ABSTAIN:

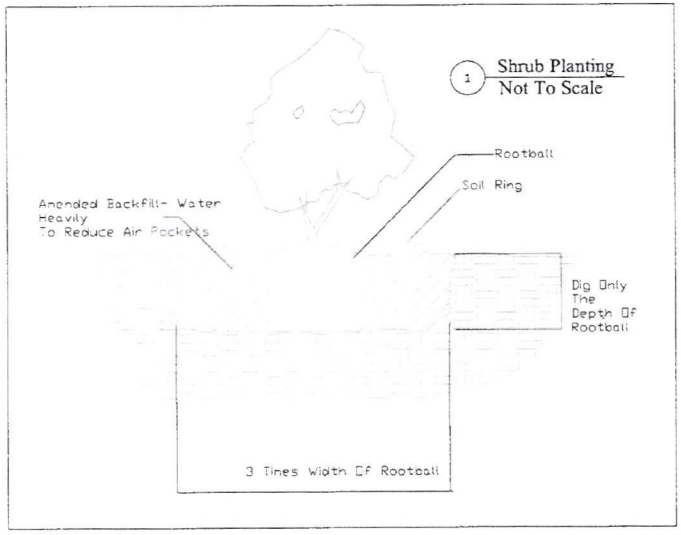
_____
David M. Sander, Mayor

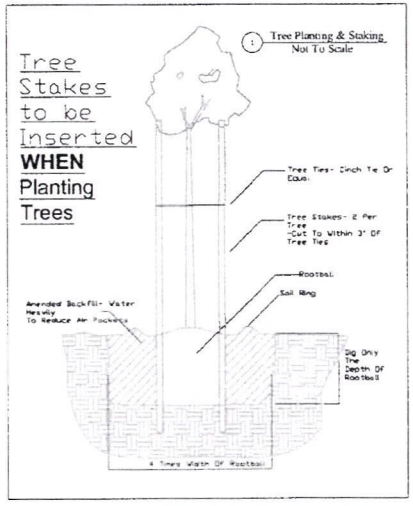
ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

Front of Property Coloma Rd				
Plant Code	Quantity	Size	Botanical	Common
T181	12	24" Box	Cupress sempervirens	Italian Cypress
T34	30	24" Box	Magnolia xs. 'Butterflies'	Magnolia
40	4	5 Gallon	Camellia sasanqua	Camellia
180	6	2 Gallon	Rosa Ground Cover Rose	Yellow-Red
178	9	5 Gallon	Gardenia jasminoides 'Veitchii'	Veitch Jasmine
81	32	1 Gallon	Liriope muscari	Lily Turfs
91	9	5 Gallon	Nandina domestica 'Compacta'	Dwarf Heavenly Bamboo
5	7	1 Gallon	Calbrachea	Million Bells
87	3	5 Gallon	Loropetalum chinese 'Rubrum'	Red Fringe Flower
16	5	1 Gallon	Lavandula angustifolia 'Munstead'	Munstead Lavender
2	2	Flat	Ajuga reptans 'Burgundy Glow'	Burgundy Glow Bugleweed

South Fence				
Plant Code	Quantity	Size	Botanical	Common
T43	17	15 Gallon	Maytenus boaria	Mayten Tree
T5	1	15 Gallon	Morus alba 'Fruitless'	Fruitless Mulberry T5
181	72	5 Gallon	Ligustrum japonicum 'Texanum'	Wax Leaf Privet





Website: PakLandscapeDesign.com
Email: PakLandscape@ACL.com

PAK Landscape design with attitude. Actual site conditions may require modifications to approved plan. Contractor to field verify all conditions prior to beginning work.

Gold Crossing Apartments
10890 Coloma Rd
Rancho Cordova,CA 95670

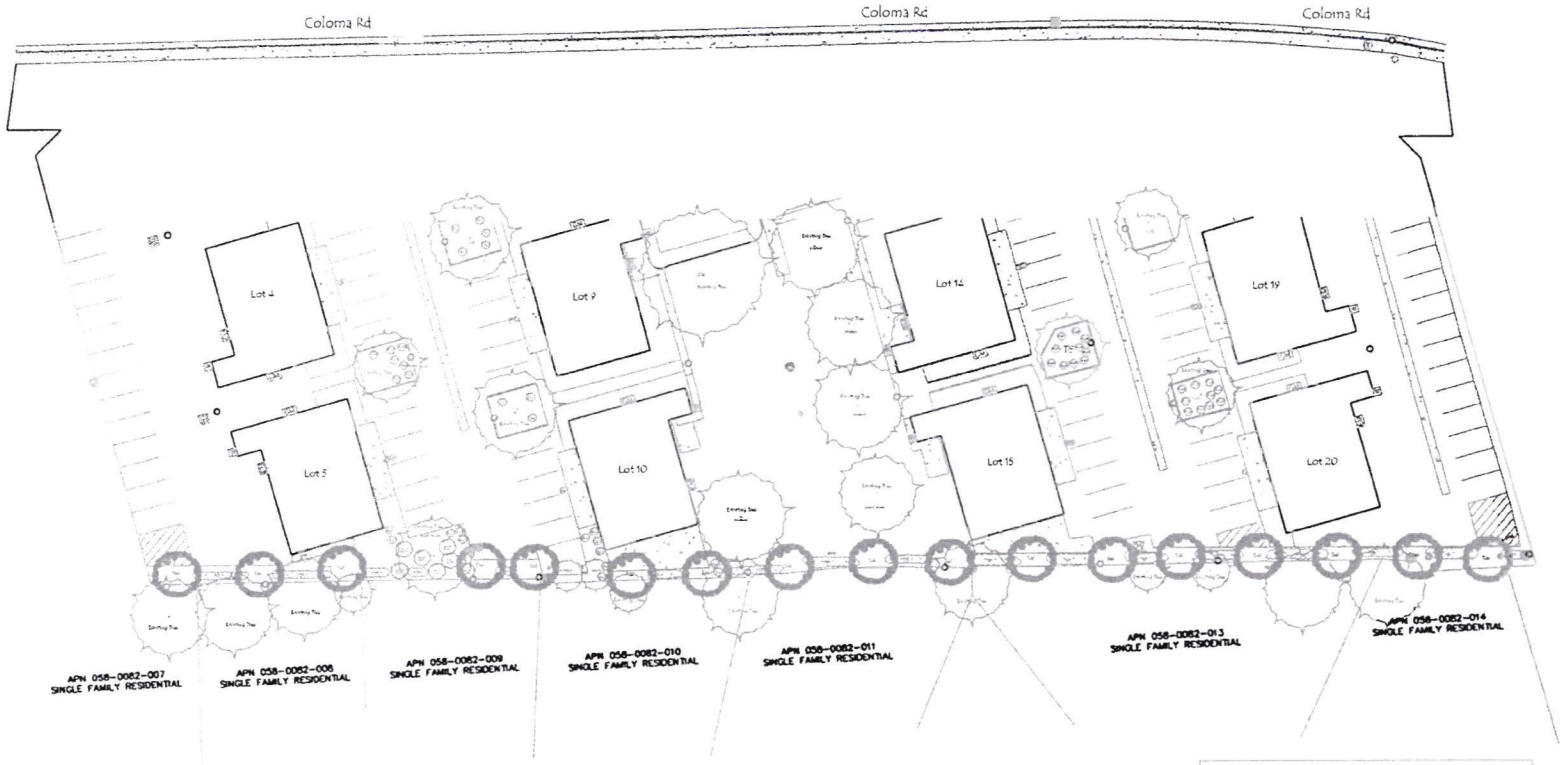
3 of 3
Page

1-29-07
Date

Detail
Scope Of Work

NTS
Scale

Attachment 2



Notes:

1) 2 Exsisting Liquid Ambers in Parking Planter Located Between Buildings 4 & 5 Will Be Removed To Allow Proper Growth For Exsisting Mulberry Tree
2) The Dead Tree Located In The Parking Planter Between Building 14 & 15 Is To Be Replaced With Named Tree
3) The Dietes Vegeta Located On The Back Fence South East Of Building 15 Will Be Removed For the Planting Of A Crape Myrtle



NOT TO SCALE

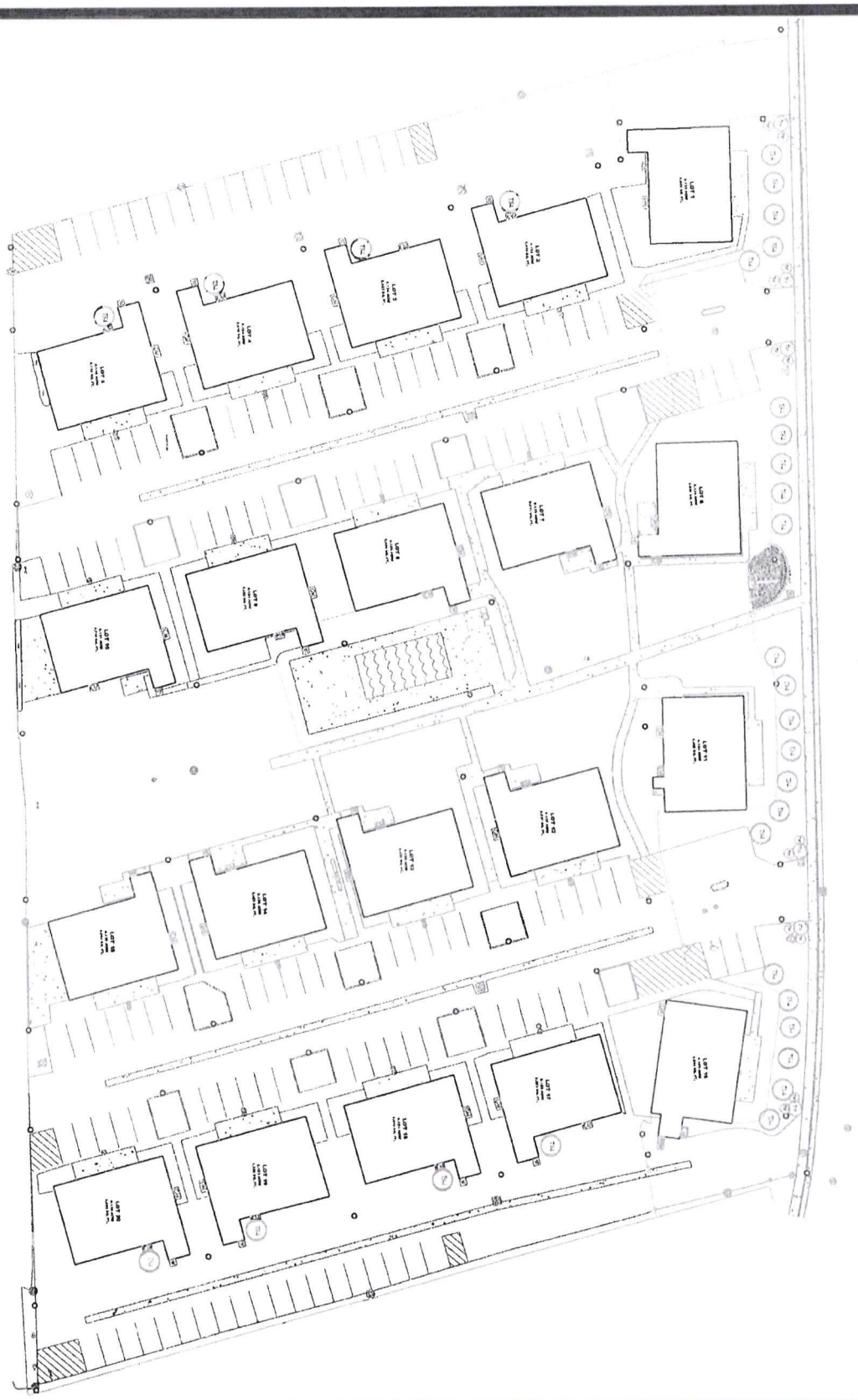
Gold Crossing Apartments
10890 Coloma Rd
Rancho Cordova,CA 95670

2 of 3
Page

1-29-07
Date

Proposed Softscape
South End Property
Scope Of Work

1":20'
Scale



Proposed Softscape
Front Property
Scope Of Work

1"=20'
Scale

1-29-07
Date

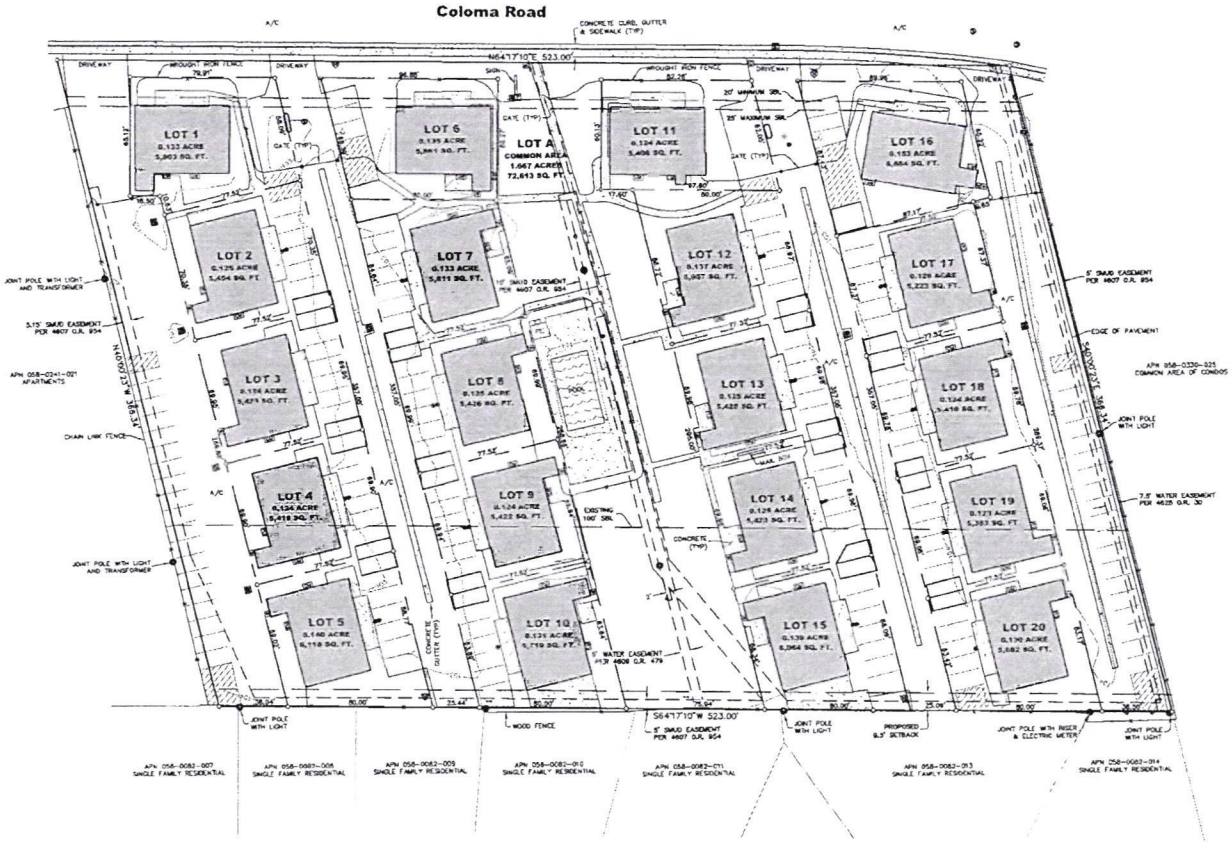
2 of 3
Page

Gold Crossing Apartments
10890 Coloma Rd
Rancho Cordova,CA 95670

Website: Paklandscapedesign.com Email: Paklandscape@AOL.com

PAK Landscape design & diagrammatic. Actual site conditions take precedence over design. Measurements are approximate and do not take the place of an engineer's survey.

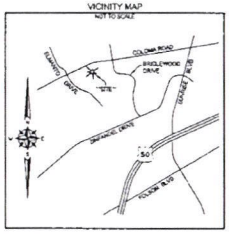
Designed By: PAK Landscape & Custom Design Inc.



OWNER:	MARK A. KRAMER, MICHAEL TRAIN CALDWELL & SEAN K. MALONEY 575 McCLAY ROAD NOVATO, CA 94947 PHONE: (415) 893-9005
APPLICANT:	WECKER SURVEYS 1111 KENNEDY PLACE, SUITE 4 DAVIS, CA 95616 PHONE: (530) 792-7252
ASSESSOR'S PARCEL NUMBER	058-0241-001 THROUGH 020
ZONING:	RD 30
GROSS ACREAGE:	4.262 ACRES
GROSS SQUARE FOOTAGE:	185,666 SQUARE FEET
LOT COVERAGE:	22%
PARKING REQUIREMENTS	2 SPACES PER DWELLING UNIT
WATER SUPPLY:	ARDEN-CORDOVA WATER SERVICE
SEWAGE DISPOSAL:	COUNTY SANITATION DISTRICT 1 (CSD 1)
VERTICAL DATUM:	DATUM IS BASED ON SACRAMENTO COUNTY BENCHMARK B.M. 19-17, ELEVATION = 103.51
CONTOUR INTERVAL:	1'
FLOOD ZONE:	X PER PANEL NUMBER 060262 0210 E, JULY 6, 1998

LEGEND	
DI	DRAIN INLET
WB	WATER BOX / METER
JP	JOINT POLE
GM	GAS METERS
FH	FIRE HYDRANT
●	SEWER CLEAN-OUT
~	WATER VALVE
JPR	JOINT POLE WITH RISER
☾	LIGHT
T	TELEPHONE MANHOLE
S	SEWER MANHOLE
GV	GAS VALVE
BFP	BACK FLOW PREVENTER
○	MANHOLE
♿	HANDICAP PARKING
⚓	GUY ANCHOR
EM	ELECTRIC METERS
A/C	ASPHALTIC CONCRETE
PE	POOL EQUIPMENT

VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

Tentative Subdivision Map
Gold Crossing Townhomes

City of Rancho Cordova
County of Sacramento
State of California

Scale: 1" = 30' Date: August 2005 Revision:

Project Path: K:\AP\Projects\Sacramento\Coloma Road 10680-10894, Rancho Cordova\
Drawing Name: Tentative.dwg

WECKER SURVEYS
1111 Kennedy Place
Suite 4
Davis, CA 95616
530-792-7252
FAX 530-792-7171

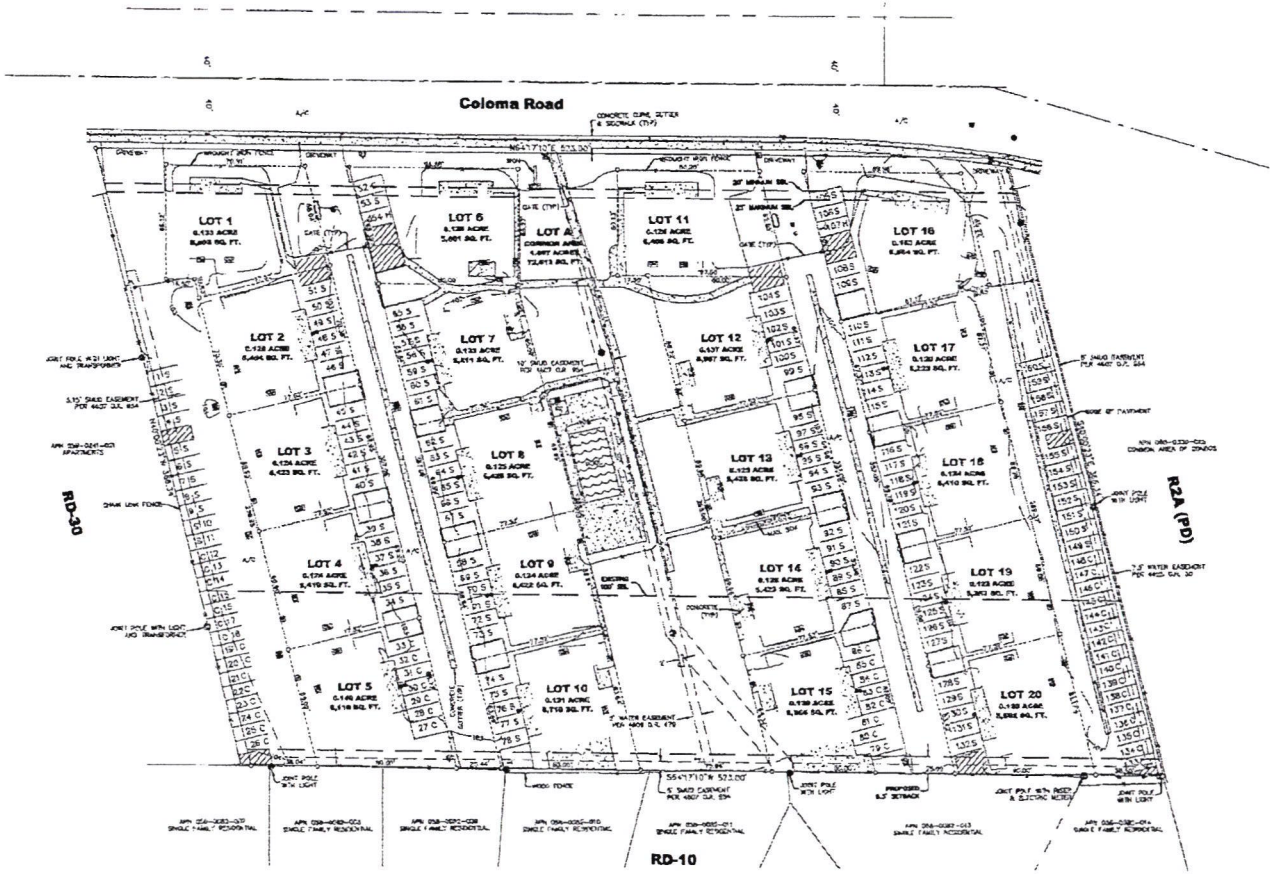
Special Development Permit Exhibit

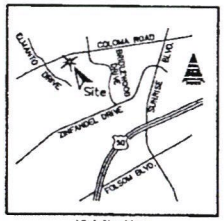
Gold Crossing

Showing a portion of the subdivision designated "John Taylor 488 16/100 A" as shown on that certain map entitled "Plat of Rio De Los Americanos", recorded in Book 1 of Maps , Page 2, Sacramento County Records, and a portion of the Tract designated "Tract 3, 129.45 Acres", as shown on that certain map entitled "Plat of Tract of Land owned by Heirs of John B. Taylor" in Book 2 of Surveys, Page 18, Sacramento County Records, in the City of Rancho Cordova, Sacramento County, California

September, 2006

Sheet 1 of 1





Vicinity Map
Not to Scale

LEGEND	
SV	SPRINK VALVE
WV	WATER VALVE / METER
FH	JOINT POLE
GM	PG&E GAS METERS
FH	PG&E HYDRANT
S	SEWER CLEAN-OUT
WV	WATER VALVE
JP	JOINT POLE WITH RISER
L	LIGHT
TM	TELEPHONE MANHOLE
SM	SEWER MANHOLE
DI	DRAIN INLET
BFP	BACK FLOW PREVENTER
M	MANHOLE
HC	HANDICAP PARKING
A	GUY ANCHOR
EM	PG&E ELECTRIC METERS
A/C	ASPHALTIC CONCRETE
PE	POOL EQUIPMENT

Existing Parking:
Handicap – 2
Standard –138 (uncovered)
Total –140 (uncovered)

Proposed Parking:
Handicap – 2
Standard – 110 (uncovered)
Compact – 48 (uncovered) 30%)
Total – 160 (uncovered)

Required Parking:
2 spaces per unit
2 x 80 = 160
Total spaces =160

Proposed Parking:
Handicap – 2
Standard – 110 (uncovered)
Compact – 48 (uncovered) 30%)
Total – 160 (uncovered)

Record Owner: Mark A. Kramer, Michael Train Caldwell & Sean K. Maloney
575 McClay Road
Novato, CA 94947
Phone: (415) 893-9005

Developer: Mark A. Kramer, Michael Train Caldwell & Sean K. Maloney
575 McClay Road
Novato, CA 94947
Phone: (415) 893-9005

Surveyor: Michael Dequine and Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca. 95833
Attn: Michael R. Dequine, L.S.
Phone: (916) 923-5820

Note:
Buildings 4, 5, 9, 10, 14, 15, 19, & 20 encroach into the 100' Building Set Back required for 2 story buildings.

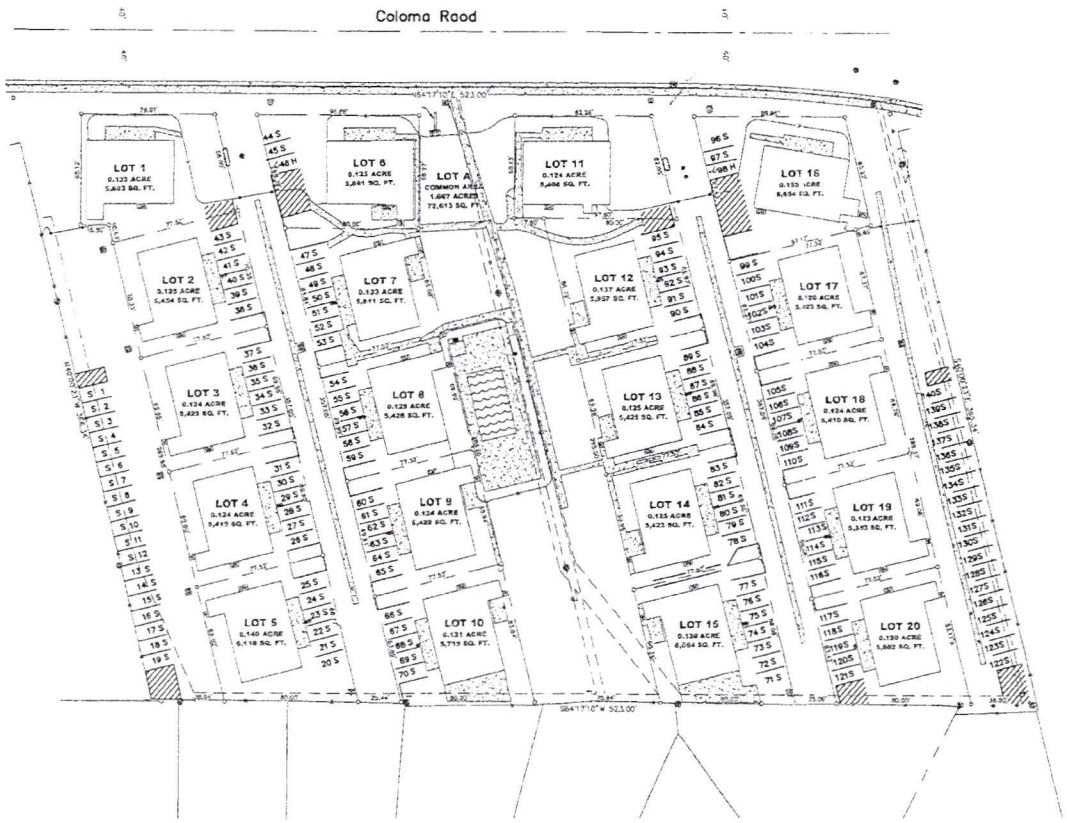
Required Setbacks:
Front Setback 25' (Sec. 305-12)
Rear Setback 100' (Sec. 305-12, 1)
Side and Interior Setback 15' (Sec. 305-12.3 and 305-14(b))

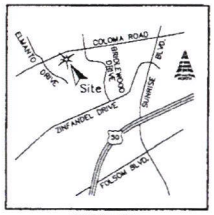
Michael Dequine and Associates, Inc.

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OCT 04 2006
RANCHO CORDOVA PLANNING

Exhibit A
Existing Parking Exhibit
Gold Crossing
September, 2006
Sheet 1 of 2







Vicinity Map
Not to Scale

LEGEND	
DI	DRAIN INLET
WB	WATER BOX / METER
JP	JOINT POLE
FM	FIRE GAS METERS
FH	FIRE HYDRANT
SC	SEWER CLEAN-OUT
WV	WATER VALVE
JPR	JOINT POLE WITH RISER
L	LIGHT
TM	TELEPHONE MANHOLE
SM	SEWER MANHOLE
GV	GAS VALVE
BFP	BACK FLOW PREVENTER
MH	MANHOLE
HP	HANDICAP PARKING
GA	GUY ANCHOR
EM	FIRE ELECTRIC METERS
A/C	ASPHALTIC CONCRETE
PE	POOL EQUIPMENT

Existing Parking:
Handicap – 2
Standard –138 (uncovered)
Compact – 0 (uncovered)
Total –140 (uncovered)

Required Parking:
2 spaces per unit

2 x 80 = 160

Total spaces =150

Record Owner: Mark A. Kramer, Michael Train
Caldwell & Sean K. Maloney
575 McClay Road
Novato, CA 94947
Phone: (415) 893–9005

Developer: Mark A. Kramer, Michael Train
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2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca. 95833

Contact: Michael R. Dequine, L.S.
Ph: (916) 923–5820

RECEIVED
OCT 04 2006
RANCHO CORDOVA
PLANNING

Michael Dequine
and Associates, Inc.

MEMORANDUM

DATE: February 8, 2006

TO: Planning Commission Members

FROM: Jeffrey S. Beiswenger, AICP, Senior Planner

SUBJECT: GOLD CROSSING TENTATIVE SUBDIVISION MAP AND SPECIAL DEVELOPMENT PERMIT

OWNER / APPLICANT:	REPRESENTATIVE:
Mark Kramer, Michael Caldwell, Sean Maloney Contact: Mark Kramer 10890 Coloma Road Rancho Cordova, CA 95670	Michael Dequine and Associates, Inc. Contact: Michael Dequine 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

PROJECT:	Gold Crossing TSM and Special Development Permit
FILE:	Project No. RC-05-178
LOCATION:	10880 – 10894 Coloma Road
APN:	058-0241-001 to -020
PLANNER:	Jeffrey S. Beiswenger, AICP, Senior Planner

REQUEST

The applicant is requesting: a Tentative Subdivision Map entitlement to divide an existing apartment complex into twenty parcels for four-plex buildings and one common area parcel for parking areas and open space; and a Special Development Permit to allow buildings to encroach into the rear yard setback.

STAFF RECOMMENDATION

Staff has prepared a resolution to deny the Tentative Subdivision Map and Special Development Permit as directed by the Planning Commission at the December 14, 2006 meeting. Staff recommends that Resolution 90-2007 be passed to deny the Gold Crossing Subdivision Map and Special Development Permit subject to findings of significant public health, safety and welfare impacts.

ANALYSIS

The applicant is requesting approval of a Tentative Subdivision Map to subdivide a parcel that contains an apartment complex into twenty-one separate parcels. The apartment complex consists of twenty four-plex buildings with related open space and parking facilities. The TSM would provide a parcel for each of the twenty four-plex buildings, and a common lot parcel for

parking, open space and landscape areas. This action would not change the underlying multi-family land use of the property but would allow each four-plex to be sold to separate owners.

The property is located immediately south of Coloma Road, a significant east-west connector through established neighborhoods of the City. The site is bounded to the north by Coloma Road, to the east and west with apartment complexes and to the south side by single family homes.



FIGURE 1 – SITE LOCATION

	Zoning	Land Use
Subject Site	RD-30 (Residential)	Existing Apartments
North	RD-20 (Residential)	Coloma Road / Existing Apartment
East	RD-30 (Residential)	Existing Apartments
South	RD-5 (Residential)	Existing Single Family
West	RD-30 (Residential)	Existing Apartments

Zoning Analysis

The zoning for the parcel is RD-30. The existing use (apartments) is a permitted use in this zoning district. As built, the project does not meet all the modern zoning code standards and is considered a legal non-conforming use. As a non-conforming use, the zoning code does not allow additional entitlements, including a new TSM, to be granted to this property unless improvements are made to bring the site into zoning compliance. The current apartment complex is not consistent with the zoning code, as follows:

- Parking deficient. The site currently has deficient parking based on the zoning requirement of two spaces per dwelling unit. To meet the zoning code standard, the applicant has proposed adding additional parking spaces to meet the two-space per unit requirement for a total of eighty spaces.

- Deficient landscape plan. The project does not meet the landscape requirements of the code (e.g. shade requirements for a parking lot). The applicant has proposed a new landscape plan.

- Deficient rear yard setback. Four of the existing four-plex buildings along the south property line intrude into a required 100-foot setback. The zoning code requires that multi-family buildings be setback from single family properties a minimum distance of 100 feet. The applicant has applied for a Special Development Permit (SDP) to deviate from this requirement.

Findings for Denial

If the Planning Commission chooses to deny the project the following findings apply. Since the apartment complex was constructed in the 1960's it may not fit the current General Plan vision adopted for the community. If this is the case, it would be unwise to grant the project additional entitlements.

General Plan Consistency

As an apartment project, this site is consistent with the General Plan land use map, but is not consistent with several provisions of the General Plan:

- Goal LU.5 calls for areas developed prior to City incorporation to be redeveloped and regenerated in order to raise property values. This proposal does not help advance this goal and may make future redevelopment of this property more difficult. The action would create twenty-one separate parcels. Leaving the property as one parcel will make redevelopment more feasible in the future.

- Policy LU.5.5 supports the assembly of land for new development where fragmentation of parcels or the limited size of existing parcels acts as a deterrent to new development. The proposed action would break an existing parcel into a fragmented collection of twenty-one parcels. This is contrary to the policy of keeping properties in larger blocks for more effective redevelopment in the future.

- Action H.2.2 directs the City to provide neighborhood revitalization in existing areas through housing rehabilitation (owner- and renter-occupied units), and infill reuse/conversion. The applicant is proposing improvements to the project, but the proposal does not substantially rehabilitate the residential units. Creating new lot lines

could be counterproductive to future rehabilitation due to the multiple property ownership that would be created.

- Action H.2.2.3 directs the City to facilitate the rehabilitation and reuse of four-plex units, particularly rentals. The applicant proposes to add landscaping and repaint the units. These would be desirable enhancements to the project but do not substantially rehabilitate the buildings.

- Action H.2.4.2 directs the City to require developers of affordable rental housing projects to submit a management and maintenance plan showing how such projects will be managed to ensure safety of residents, a decent living environment, and maintenance of units in sound condition. The project proponent has not demonstrated to the Planning Commission that this project will be managed to ensure safety and maintenance of units in the future.

Subdivision Map Act

The project does not meet certain provisions of Section 66474 of the California Subdivision Map Act, which 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 Planning Commission determined that the proposed Tentative Subdivision Map was not consistent with the General Plan and other community objectives, and does not meet the required findings.

a. The proposal is not consistent with the General Plan goals, policies and actions.
b. The site does not meet the provisions of the zoning code. The site as proposed does meet the minimum setback requirement of 100'-0" from the adjacent single family residential property. The applicant is proposing a Special Development Permit to allow intrusion into the setback, but has not justified the need of a Special Development Permit.
c. The site is not physically suitable for the development since the current design intrudes into the required rear setback. The proposal does not indicate how access and utility services will be provided to each parcel individually.
d. The site is designated for multi-family density development.
e. Approval of the Tentative Subdivision Map will not result in any environmental damage.

f. Approval of the Tentative Subdivision Map could have public health implications. The project proponent has not demonstrated how public sewer will be provided to each individual parcel, potentially resulting in public health impacts from an inadequate sewer system. The project proponent has not demonstrated how the multiple property ownership will impact potential code and law enforcement. Without a clearly identified single point of contact for City enforcement, problems on the site will be difficult to address and could result in public safety implications.
g. The project proponent has not identified how access to each property will be provided for public utilities and services.

Special Development Permit

Finding: Section 110-70 of the zoning code allows the issuance of a Special Development Permit if all of the following are addressed:

a. That the proposed development will carry out the intent of the General Plan and the appropriate community plan.
b. That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.
c. The proposed development is compatible with existing and proposed land uses in the surrounding areas.
d. That any exceptions to, or deviations from, the use, density, requirements or design standards of the Land Use Zone in which the property is located, or of Title III of this Code are justified by the design of the development or by the substantial energy savings proposed pursuant to Section 110-65(b). In the case of a residential area, the rearrangement of dwellings and the mixing of dwelling types shall be justified by larger and more usable open spaces.
e. That there is adequate assurance that the development schedule will be met.
f. That the existing or proposed utility services are adequate for the uses and population densities proposed.

Evidence:

a. The proposed development does not carry out the intent of the General Plan.
b. The proposed development is of small size and does not have enough room to provide an adequate separation between the existing multi-family building and single family properties as required by the zoning code. The applicant has proposed adding additional landscaping along the property line to provide additional screening, but this is not sufficient to provide the needed separation.
c. The proposed development is not compatible with future land uses anticipated by the Rancho Cordova General Plan for this area of the community.
d. The proposal does not result in additional energy savings, or more usable open space.
e. No new development is proposed.
f. Utility services would be required to be improved as part of project approval.

NEW SUBMITTAL INFORMATION FROM APPLICANT

The applicant has prepared some materials for Planning Commission review (find attached). They are requesting time to present a PowerPoint presentation to explain the proposed improvements to the Planning Commission. These materials represent improvements that the applicant expects to make to the property with the approval of a Tentative Subdivision Map. If the Planning Commission decides to approve the Tentative Subdivision Map with the

understanding that these improvement would be made to the property, the Commission should direct staff to write new Conditions of Approval for the project.

SUMMARY

The project site has twenty four-plex buildings and the proposed TSM will create a parcel for each – allowing individual sale. Staff has prepared a Resolution to deny the project as requested by the Planning Commission at the December 14, 2006 meeting.

ENVIRONMENTAL ANALYSIS

The proposed project is Categorically Exempt per Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) which allows the division of existing commercial or industrial buildings where no physical changes occurs.

RECOMMENDED MOTIONS

"I move the Planning Commission pass Resolution No. 90-2006 denying the Tentative Subdivision Map and Special Development Permit for Gold Crossing, Project No. RC-05-178, subject to the findings of significant public health, safety and welfare impacts."

ATTACHMENTS

1. Resolution 90-2006
2. Tentative Subdivision Map, Special Development Permit, Special Parking Exhibit, and Softscape Plans
3. Sheriff's Department Statistics
4. Applicant Presentation

RESOLUTION # 90-2007

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RANCHO CORDOVA DENYING THE REQUEST FOR A TENTATIVE SUBDIVISION MAP FOR GOLD CROSSING PROJECT # RC-05-178

WHEREAS, Mark Kramer (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Tentative Subdivision Map to subdivide a 4.26 acre parcel into twenty-one (21) parcels at 10880 to 10894 Coloma Road (Assessor's Parcel Numbers 058-0241-001 to 020) and for a Special Development Permit to allow buildings to intrude into the rear yard setback; and

WHEREAS, the Planning Commission is the appropriate authority to hear and take action on this project; and

WHEREAS, the project is Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA); and

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

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

Deny the Tentative Subdivision Map and Special Development Permit based on the following findings:

1. CEQA

Finding: The proposed project is Categorically Exempt per Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) which allows the division of existing commercial or industrial buildings where no physical changes occur.

Evidence: The project is an existing apartment complex of twenty four-plex buildings with all public facilities available and with direct access to fully improved public streets. No significant physical changes to the buildings or site are proposed.

2. GENERAL PLAN CONSISTENCY

Finding: The Planning Commission finds that the project is not consistent with several provisions of the General Plan.

Evidence: The project does not meet several polices of the General Plan, as follows:

a. Goal LU.5 calls for areas developed prior to City incorporation to be redeveloped and regenerated in order to raise property values. This proposal does not help advance this goal and may make future redevelopment of this property more difficult. The action would create twenty-one separate parcels. Leaving the property as one parcel will make redevelopment more feasible in the future.
b. Policy LU.5.5 supports the assembly of land for new development where fragmentation of parcels or the limited size of existing parcels acts as a deterrent to new development. The proposed action would break an existing parcel into a

fragmented collection of twenty-one parcels. This is contrary to the policy of keeping properties in larger blocks for more effective redevelopment in the future.

c. Action UD.4.3.4 directs the City to work with property owners of existing development on potential remodel/reuse of their sites so that they may become catalyst projects for development and redevelopment in the City. The proposal is not a catalyst project and would essentially "lock-in" an existing development pattern of older four-plex units that is pervasive throughout the neighborhood.
d. Action H.2.2 directs the City to provide neighborhood revitalization in existing areas through housing rehabilitation (owner- and renter-occupied units), and infill reuse/conversion. The proposal does not rehabilitate the residential units, it only creates new lot lines and could be counterproductive to future rehabilitation due to the multiple property ownership that would be created.
e. Action H.2.2.3 directs the City to facilitate the rehabilitation and reuse of four-plex units, particularly rentals. The proposal does nothing to further the rehabilitation of the four-plex units on the site and may prevent the assemblage and rehabilitation of buildings if they become dilapidated in the future.
f. Action H.2.4.2 directs the City to require developers of affordable rental housing projects to submit a management and maintenance plan showing how such projects will be managed to ensure safety of residents, a decent living environment, and maintenance of units in sound condition. The project proponent has not satisfied the Planning Commission that this project will be managed to ensure safety and maintenance of units in the future.
g. Policy H.3.1 seeks to increase accountability of landlords and require regular building improvements to maintain property in desirable condition. The project proponent has not submitted substantial evidence that regular building maintenance will be provided and is not willing to consider addition building improvements to the property as part of the proposal.

3. 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 Planning Commission determined that the proposed Tentative Subdivision Map was not consistent with the General Plan and other community objectives, and does not meet the required findings.

a. The proposal is not consistent with the General Plan goals, policies and actions as listed above in section 2. General Plan Consistency.
b. The site does not meet the provisions of the zoning code. The site as proposed does meet the minimum setback requirement of 100'-0" from the adjacent single family residential property. The applicant is proposing a Special Development Permit to allow intrusion into the setback, but has not justified the need of a Special Development Permit as outlined below in section 4. Special Development Permit.
c. The site is not physically suitable for the development since the current design intrudes into the required rear setback. The proposal does not indicate how access and utility services will be provided to each parcel individually.
d. The site is designated for multi-family development.
e. Approval of the Tentative Subdivision Map will not result in any environmental damage.
f. Approval of the Tentative Subdivision Map could have public health implications. The project proponent has not demonstrated how public sewer will be provided to each individual parcel, potentially resulting in public health impacts from an inadequate sewer system. The project proponent has not demonstrated how the multiple property ownership will impact potential code and law enforcement. Without a clearly identified single point of contact for City enforcement, problems on the site will be difficult to address and could result in public safety implications.
g. The project proponent has not identified how access to each property will be provided for public utilities and services.

4. SPECIAL DEVELOPMENT PERMIT

Finding: Section 110-70 of the zoning code allows the issuance of a Special Development Permit if all of the following are addressed:

a. That the proposed development will carry out the intent of the General Plan and the appropriate community plan.
b. That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.
c. The proposed development is compatible with existing and proposed land uses in the surrounding areas.
d. That any exceptions to , or deviations from, the use, density, requirements or design standards of the Land Use Zone in which the property is located, or of Title III of this Code are justified by the design of the development or by the substantial energy savings proposed pursuant to Section 110-65(b). In the case of a residential area, the rearrangement of dwellings and the mixing of dwelling types shall be justified by larger and more usable open spaces.
e. That there is adequate assurance that the development schedule will be met.
f. That the existing or proposed utility services are adequate for the uses and population densities proposed.

Evidence:

a. As specified above in section 2. General Plan Consistency, the proposed development does not carry out the intent of the General Plan.
b. The proposed development is of small size and does not have enough room to provide an adequate separation between the existing multi-family building and single family properties as required by the zoning code. The applicant has proposed

adding additional landscaping along the property line to provide additional screening, but this is not sufficient to provide the needed separation.

c. The proposed development is not compatible with future land uses anticipated by the Rancho Cordova General Plan for this area of the community.
d. The proposal does not result in additional energy savings, or more usable open space.
e. No new development is proposed.
f. The applicant has not demonstrated that existing utility services are adequate for proposed entitlement.

PASSED AND ADOPTED by the Planning Commission of the City of Rancho Cordova on the 8th day of February, 2007.

AYES:
NOES:
ABSENT:
ABSTAIN:

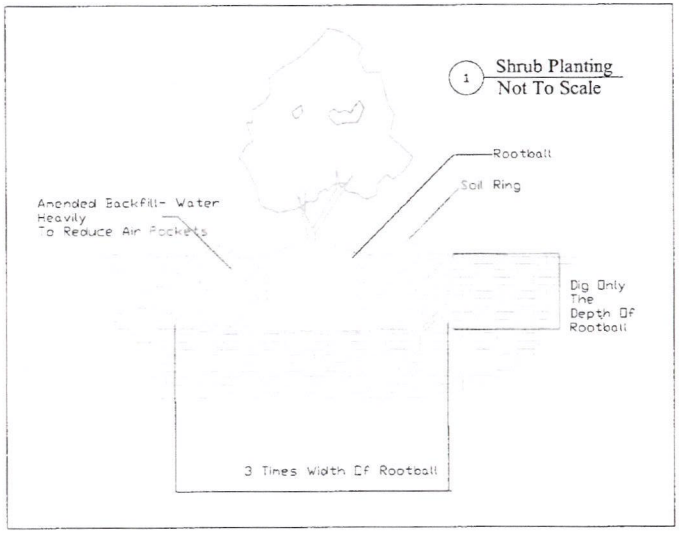
ERNEST VANCE,
PLANNING COMMISSION CHAIR
CITY OF RANCHO CORDOVA

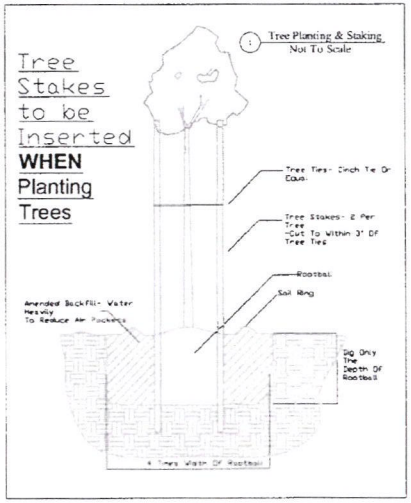
ATTEST:

CHARLENE FORTUNKA
COMMISSION CLERK

Front of Property Coloma Rd				
Plant Code	Quantity	Size	Botanical	Common
T181	12	24" Box	Cupress sempervirens	Italian Cypress
T34	30	24" Box	Magnolia xs. 'Butterflies'	Magnolia
40	4	5 Gallon	Camellia sasanqua	Camellia
180	6	2 Gallon	Rosa Ground Cover Rose	Yellow Red
178	9	5 Gallon	Gardenia jasminoides 'Veitchii'	Veitch Jasmine
81	32	1 Gallon	Liriope muscari	Lily Turfs
91	9	5 Gallon	Nandina domestica 'Compacta'	Dwarf Heavenly Bamboo
5	7	1 Gallon	Calbrachea	Million Bells
87	3	5 Gallon	Loropetalum chinese 'Rubrum'	Red Fringe Flower
16	5	1 Gallon	Lavandula angustifolia 'Munstead'	Munstead Lavender
2	2	Flat	Ajuga reptans 'Burgundy Glow'	Burgundy Glow Bugleweed

South Fence				
Plant Code	Quantity	Size	Botanical	Common
T43	17	15 Gallon	Maytenus boaria	Mayten Tree
T5	1	15 Gallon	Morus alba 'Fruitless'	Fruitless Mulberry T5
181	72	5 Gallon	Ligustrum japonicum 'Texanum'	Wax Leaf Privet





Webste: Dalalandscapedesign.com;
Email: Dalalandscape@AOL.com

DALA landscape design is duly licensable. Actual site conditions may reference new design
Measurements are approximate and do not take the place of engineering survey

Gold Crossing Apartments
10890 Coloma Rd
Rancho Cordova,CA 95670

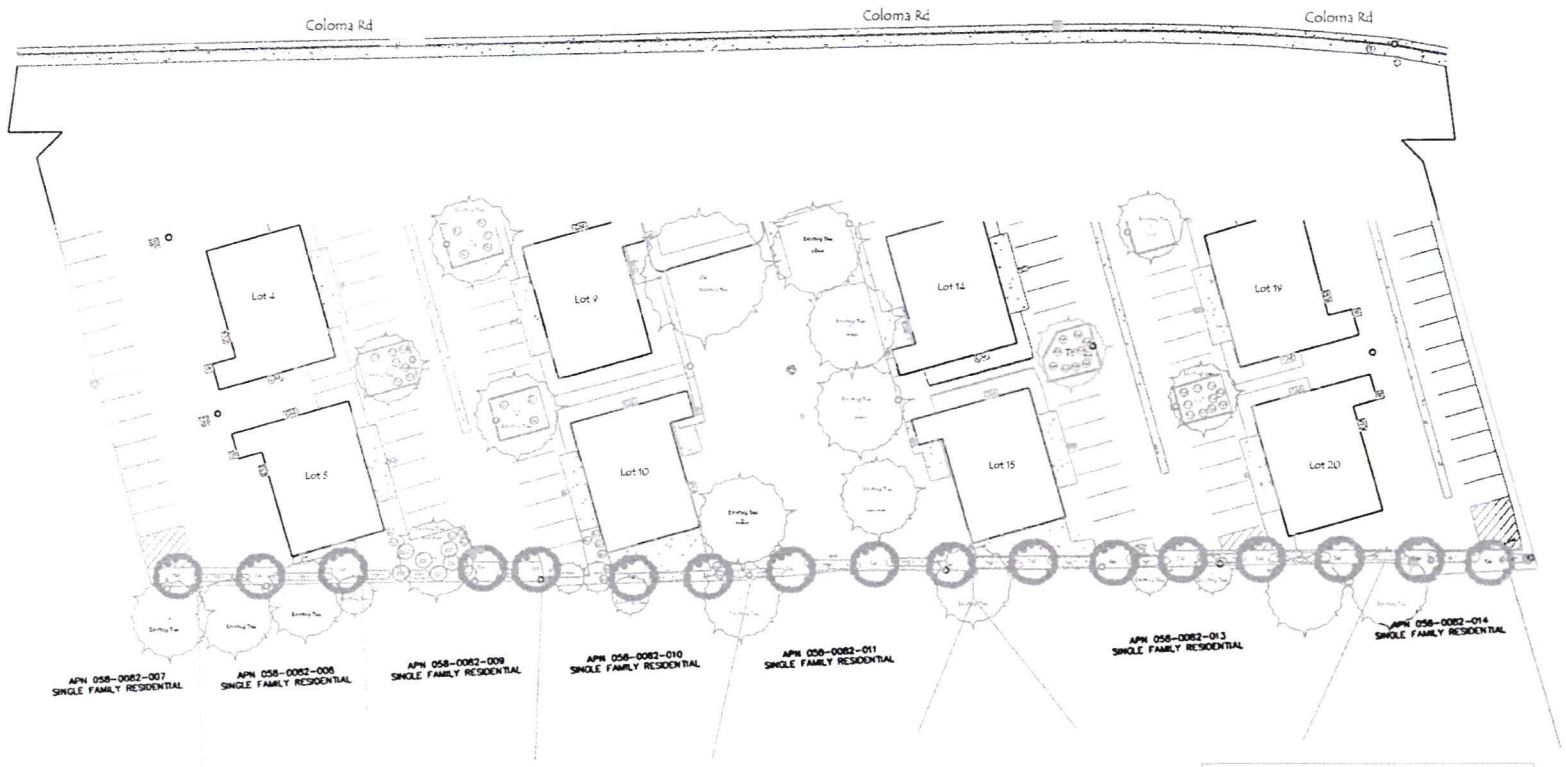
3 of 3
Page

1-29-07
Date

Detail
Scope Of Work

NTS
Scale

Attachment 2



Notes:
1) 2 Exsisting Liquid Ambers in Parking Planter Located Between Buildings 4 & 5 Will Be Removed To Allow Proper Growth For Exsisting Mulberry Tree
2) The Dead Tree Located In The Parking Planter Between Building 14 & 15 Is To Be Replaced With Named Tree
3) The Dietes Vegeta Located On The Back Fence South East Of Building 15 Will Be Removed For the Planting Of A Crape Myrtle



NOT TO SCALE

Website: Pablaschapelesign.com Email: Pablaschapele@AOL.com

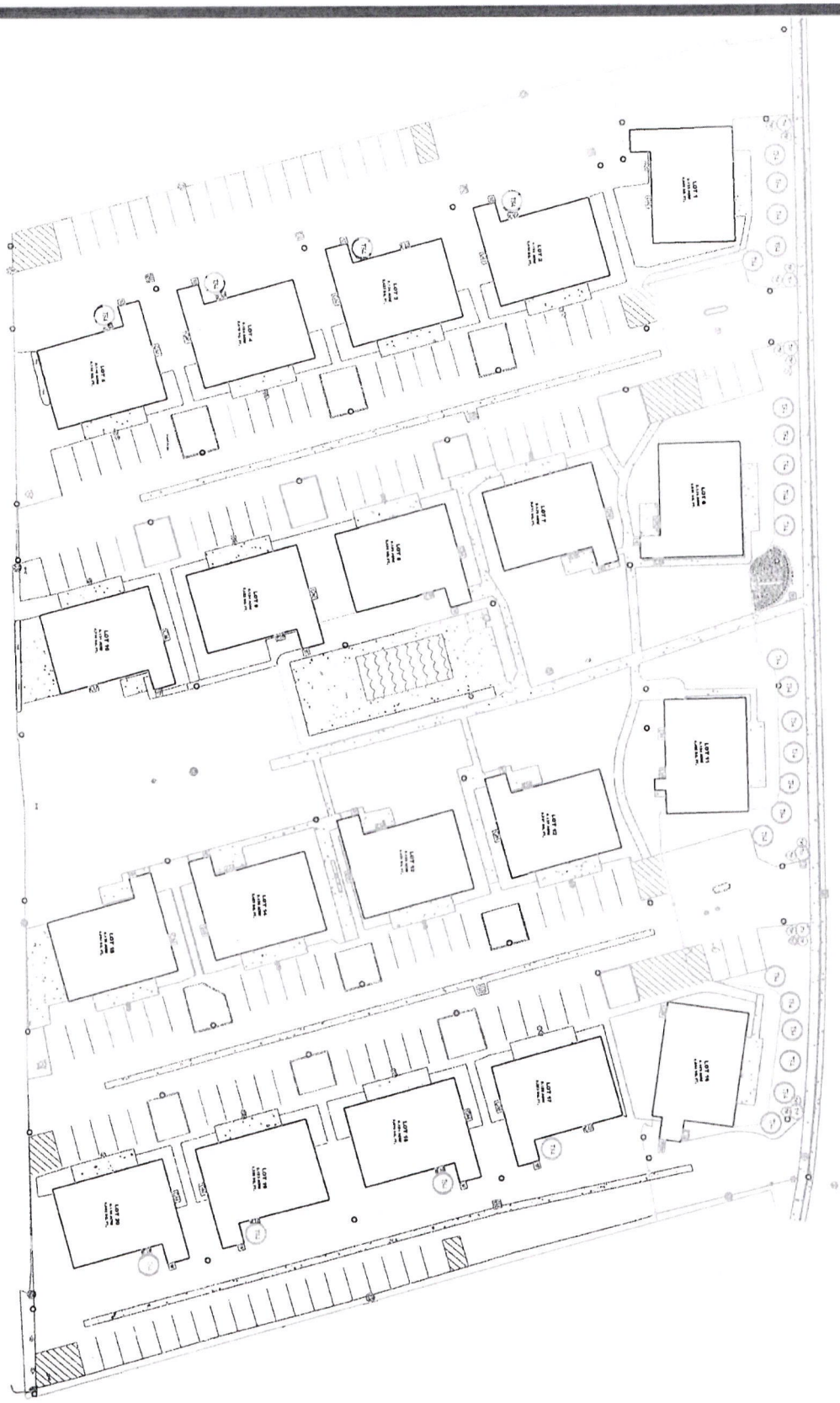
Gold Crossing Apartments
10890 Coloma Rd
Rancho Cordova,CA 95670

2 of 3
Page

1-29-07
Date

Proposed Softscape
South End Property
Scope Of Work

1":20'
Scale



Proposed Softscape
Front Property
Scope Of Work

1" :20'
Scale

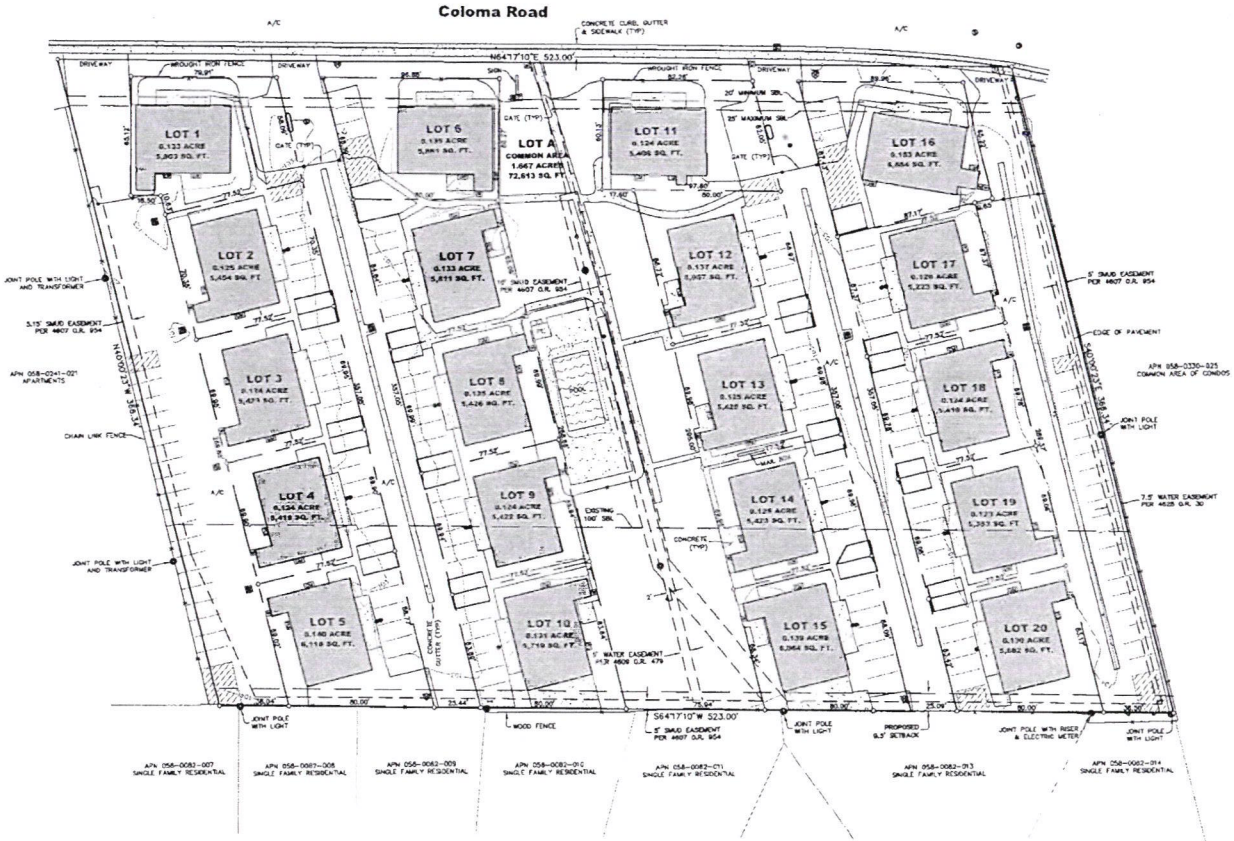
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Date

2 of 3
Page

Gold Crossing Apartments
10890 Coloma Rd
Rancho Cordova,CA 95670

Website: Paklandscapedesign.com Email: Paklandscape@AOL.com

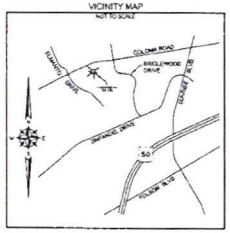
PAK Landscape design is diagrammatic. Actual site conditions take precedence over design. Measurements are approximate and do not take the place of an engineer's survey.
Prepared By: PAK Landscape & Design Inc.



LEGEND	
DI	DRAIN INLET
WB	WATER BOX / METER
JP	JOINT POLE
GM	FIRE GAS METERS
FH	FIRE HYDRANT
SC	SEWER CLEAN-OUT
WV	WATER VALVE
JPR	JOINT POLE WITH RISER
LT	LIGHT
TM	TELEPHONE MANHOLE
SM	SEWER MANHOLE
GV	GAS VALVE
BFP	BACK FLOW PREVENTER
MH	MANHOLE
HP	HANDICAP PARKING
GA	GUY ANCHOR
FEM	FIRE ELECTRIC METERS
A/C	ASPHALTIC CONCRETE
PE	POOL EQUIPMENT

OWNER:	MARK A. KRAMER, MICHAEL TRAIN CALDWELL & SEAN K. MALONEY 575 McCLAY ROAD NOVATO, CA 94947 PHONE: (415) 899-8005
APPLICANT:	WECKER SURVEYS 1111 KENNEDY PLACE, SUITE 4 DAVIS, CA 95616 PHONE: (530) 792-7252
ASSESSOR'S PARCEL NUMBER	058-0241-001 THROUGH 020
ZONING:	RD 30
GROSS ACREAGE:	4.262 ACRES
GROSS SQUARE FOOTAGE:	185,666 SQUARE FEET
LOT COVERAGE:	22%
PARKING REQUIREMENTS	2 SPACES PER DWELLING UNIT
WATER SUPPLY:	ARDEN-CORDOVA WATER SERVICE
SEWAGE DISPOSAL:	COUNTY SANITATION DISTRICT 1 (CSD 1)
VERTICAL DATUM:	DATUM IS BASED ON SACRAMENTO COUNTY BENCHMARK B.M. 15-17; ELEVATION = 103.51
CONTOUR INTERVAL:	1'
FLOOD ZONE:	X PER PANEL NUMBER 060262 0210 E. JULY 6, 1998

VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

Tentative Subdivision Map
Gold Crossing Townhomes

City of Rancho Cordova
County of Sacramento
State of California

Scale: 1" = 30' Date: August 2005 Revision:
Project Path: W:\AP\Projects\Sacramento\Coloma Road 10880-10894, Rancho Cordova\
Drawing Name: Tentative.dwg

WECKER SURVEYS
1111 Kennedy Place
Suite 4
Davis, CA 95616
530-792-7252
FAX 530-792-7171

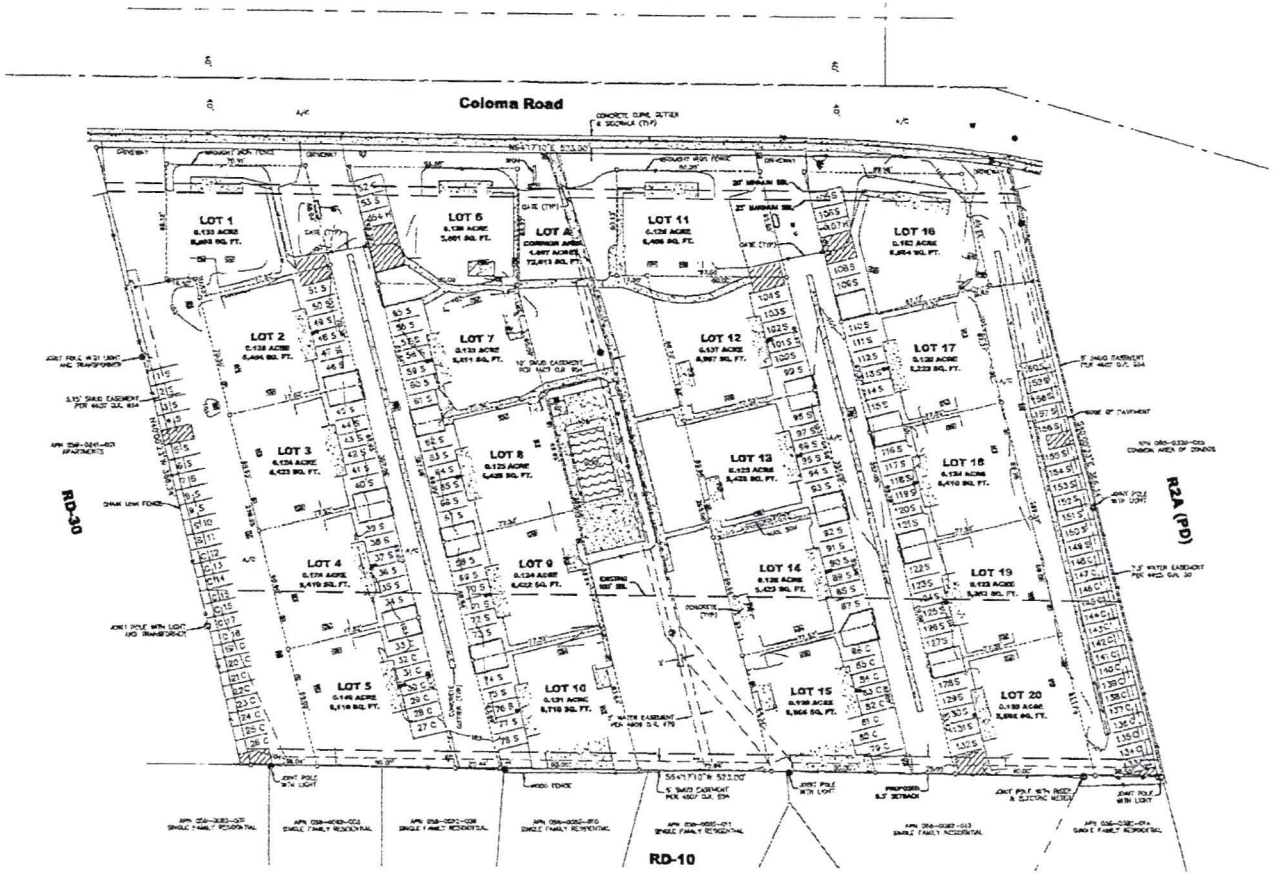
Special Development Permit Exhibit

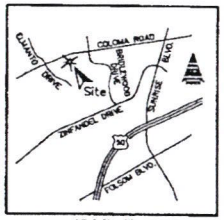
Gold Crossing

Showing a portion of the subdivision designated "John Taylor 488 16/100 A" as shown on that certain map entitled "Plat of Rio De Los Americanos", recorded in Book 1 of Maps , Page 2, Sacramento County Records, and a portion of the Tract designated "Tract 3, 129.45 Acres", as shown on that certain map entitled "Plat of Tract of Land owned by Heirs of John B. Taylor" in Book 2 of Surveys, Page 18, Sacramento County Records, in the City of Rancho Cordova, Sacramento County, California

September, 2006

Sheet 1 of 1





Vicinity Map
Not to Scale

LEGEND	
SV	SEWER VALVE
WM	WATER MTR. / METER
JP	JOINT POLE
GM	GAS METERS
FH	FIRE HYDRANT
SC	SEWER CLEAN-OUT
WV	WATER VALVE
JPL	JOINT POLE WITH LIGHT
L	LIGHT
TM	TELEPHONE MANHOLE
SM	SEWER MANHOLE
DV	GAS VALVE
BFP	BACK FLOW PREVENTER
M	MANHOLE
HP	HANDICAP PARKING
A	GUY ANCHOR
EM	PAD ELECTRIC METERS
A/C	ASPHALTIC CONCRETE
PE	POOL EQUIPMENT

Existing Parking:
Handicap – 2
Standard –138 (uncovered)
Total –140 (uncovered)

Proposed Parking:
Handicap – 2
Standard – 110 (uncovered)
Compact – 48 (uncovered) 30%)
Total – 150 (uncovered)

Required Parking:
2 spaces per unit
2 x 80 = 160
Total spaces = 160

Proposed Parking:
Handicap – 2
Standard – 110 (uncovered)
Compact – 48 (uncovered) 30%)
Total – 150 (uncovered)

Record Owner: Mark A. Kramer, Michael Train
Caldwell & Sean K. Maloney
575 McClay Road
Novato, CA 94947
Phone: (415) 893-9005

Developer: Mark A. Kramer, Michael Train
Caldwell & Sean K. Maloney
575 McClay Road
Novato, CA 94947
Phone: (415) 893-9005

Surveyor: Michael Dequine and Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca. 95833
Attn: Michael R. Dequine, L.S.
Phone: (916) 923-5820

Note:
Buildings 4, 5, 9, 10, 14, 15, 19, & 20 encroach into the 100' Building Set Back required for 2 story buildings.

Required Setbacks:
Front Setback 25' (Sec. 305-12)
Rear Setback 100' (Sec. 305-12, 1)
Side and Interior Setback 15' (Sec. 305-12.3 and 305-14(b))

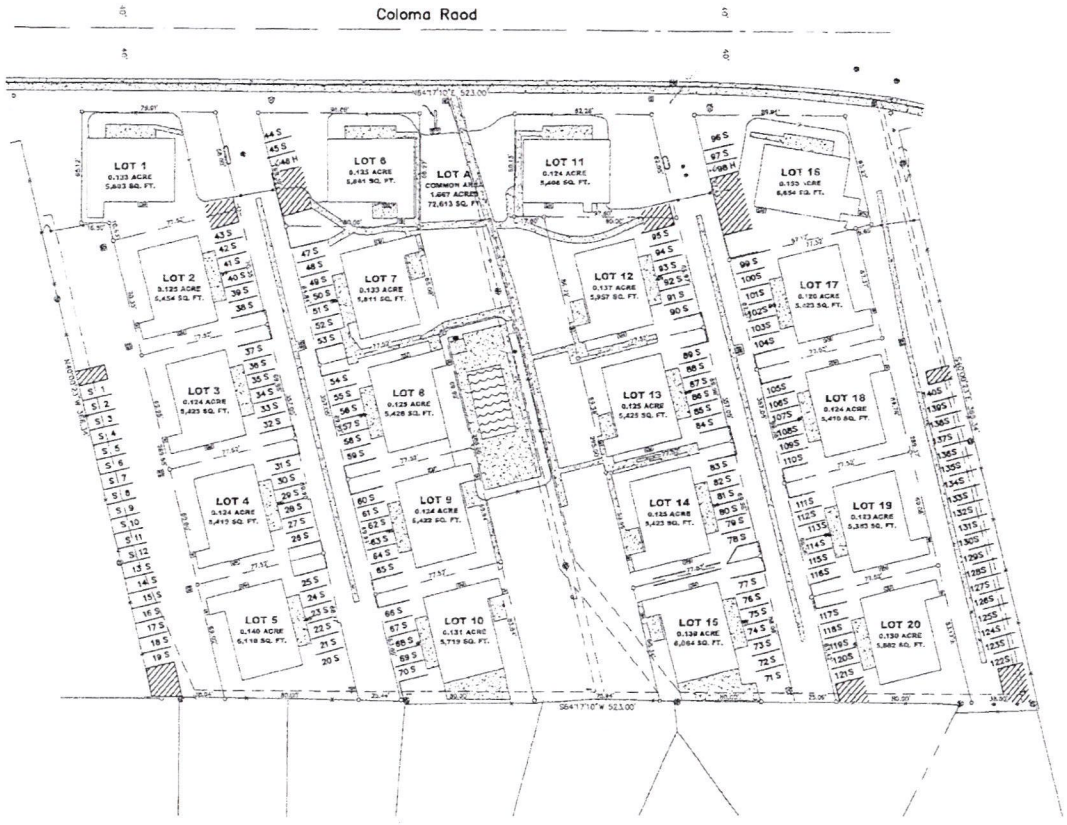
Michael Dequine and Associates, Inc.

RECEIVED
OCT 04 2006
RANCHO CORDOVA PLANNING

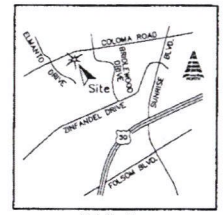
NORTH

0 30' 60' 120'

Exhibit A
Existing Parking Exhibit
Gold Crossing
September, 2006
Sheet 1 of 2



LEGEND	
DI	DRAIN INLET
WB	WATER BOX / METER
JP	JOINT POLE
FMG	FMC GAS METERS
FH	FIRE HYDRANT
SCO	SEWER CLEAN-OUT
WV	WATER VALVE
JPR	JOINT POLE WITH RISER
LT	LIGHT
TMH	TELEPHONE MANHOLE
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GA	GUY ANCHOR
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A/C	ASPHALTIC CONCRETE
PE	POOL EQUIPMENT



Vicinity Map
Not to Scale

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Sacramento, Ca. 95833

Contact: Michael R. Dequine, L.S.
Ph: (916) 923-5820

RECEIVED
OCT 04 2006
RANCHO CORDOVA
PLANNING

Michael Dequine and Associates, Inc.

SACRAMENTO COUNTY SHERIFF'S DEPARTMENT/RANCHO CORDOVA PD
2006 STATISTICS

Report #	SrtDate	Offense	Address	LocType
2006-0002395	1/3/06	Larceny/theft	Norcade Cir	
2006-0006756	1/23/06	Kidnapping/abduction	Folsom Blvd & Norcade Cir	
2006-0007568	1/29/06	Assault offense	Norcade Cir	
2006-0024445	3/29/06	Burglary - Residential	Norcade Cir	HOME
2006-0024462	4/2/06	Fraud offense	Norcade Cir	
2006-0024506	2/23/05	Counterfeiting/forgery	Norcade Cir	HOME
2006-0027140	1/13/06	Burglary - Residential	Norcade Cir	HOME
2006-0027604	4/12/06	Assault offense	Norcade Cir	HOME
2006-0028301	4/19/06	Drug/narcotic offense	Norcade Cir	OTH
2006-0030031	3/30/04	Fraud offense	Norcade Cir	HOME
2006-0031600	3/6/06	Larceny/theft	Norcade Cir	HOME
2006-0033760	11/14/05	Fraud offense	Norcade Cir	HOME
2006-0035061	5/16/06	Assault offense	Norcade Cir	HIGH
2006-0035264	5/17/06	Robbery	Norcade Cir	HIGH
2006-0038461	5/29/06	All other reportable offenses	Norcade Cir	HOME
2006-0039269	6/1/06	Robbery	Norcade Cir	HOME
2006-0045612	6/25/06	Assault offense	Norcade Cir	HOME
2006-0049641	5/4/06	Larceny/theft	Norcade Cir	HOME
2006-0050493	7/21/06	Robbery	Norcade Cir	HIGH
2006-0051287	7/25/06	Burglary - Residential	Norcade Cir	HOME
2006-0056776	8/21/06	Burglary - Residential	Norcade Cir	HOME
2006-0057888	8/27/06	Failed to classify	Norcade Cir	HOME
2006-0058026	8/28/06	Robbery	Norcade Cir	OTH
2006-0060105	8/27/06	Larceny/theft	Norcade Cir	
2006-0060334	9/11/06	Assault offense	Norcade Cir	HOME
2006-0060697	9/10/06	Destruction property/vandalism	Norcade Cir	HIGH
2006-0061298	9/1/06	Embezzlement	Norcade Cir	VEH
2006-0061696	9/18/06	Destruction property/vandalism	Norcade Cir	OTH
2006-0066329	10/8/06	Burglary - Residential	Norcade Cir	HOME
2006-0069752	10/29/06	Drug/narcotic offense	Norcade Cir	HOME
2006-0071527	11/9/06	Drug/narcotic offense	Norcade Cir & Folsom Blvd	HOME
2006-0072913	11/17/06	Assault offense	Norcade Cir	HIGH
2006-0074614	11/1/06	Burglary from vehicle	Norcade Cir	VEH

SACRAMENTO COUNTY SHERIFF'S DEPARTMENT/RANCHO CORDOVA PD
2006 STATISTICS

Report#	Sr Date	Offense	Address	LocType
2006-0024449	4/1/06	Burglary - Residential	2205 Hermosa Ct	HOME
2006-0066184	10/9/06	All other reportable offenses	2205 Hermosa Ct	HOME
2006-0037054	5/23/06	Disorderly conduct	2200 Morales Ct	HOME
2006-0001196	1/4/06	Failed to classify	10890 Coloma Rd	
2006-0044996	6/17/06	Destruction property/vandalism	10893 Coloma Rd	OTH
2006-0057083	8/13/06	Burglary from vehicle	10893 Coloma Rd	VEH

Gold Crossing

Planning Commission Presentation

Gold Crossing Apartments

February 8, 2007

Attachment 4

Goal Statement

Gold Crossing

Our goal tonight:

- Present all the facts
- Explain how the property is successfully maintained and managed through the homeowner's association
- Show the property improvements we are proposing
- Successfully meet your objectives
- Obtain approval

Background

Gold Crossing

- 80 unit gated apartment complex on Coloma Road
- Entitlements will **continue** the complex **as a leased** multi-family property.
- Tentative Subdivision Map entitlement to divide the complex into 20 parcels of four-plex buildings plus 1 common area parcel for parking and open space and a Special Development Permit entitlement to allow a setback reduction (see attachments 1 & 2)
- December 14th public hearing: staff recommended approval, Planning Commission voted to continue with a request for additional information
- The additional time allowed for research, site improvements proposal, rendering and materials preparation

We heard you

Gold Crossing

1. 20 Owners vs. 1 Owner
2. Possibility of project changing over time to condo

⇦ 1- 2 addressed by attorney Curt Sproul in the Homeowner's Association slides

3. Parking
4. Landscaping screen
5. Location of trash receptacles

⇦ 3- 5 addressed in the Improvements slides

6. Mixed Use Project – The value of the property to a developer is based on land only, this is a fraction of the original purchase price & not a viable alternative.
7. Fire Department Input – Reviewed & approved without comment because the buildings are existing and the use isn't changing.
8. Police Department Input – Reviewed & approved without comment. Property search by Sgt Kobayashi showed 8 calls in six months (most by GC property managers). Neighboring property of same size had 91 calls over same time period.

The following proposal is based on our best understanding of the issues voiced at the 12/14/06 meeting

Homeowner's Association CC&Rs

Gold Crossing

- The Gold Crossing Project will be subject to detailed covenants and restrictions (CC&Rs) that are binding on all owners. That is not currently the case.
- The CC&Rs for the Project will require all owners to be members of a project owners' association and to pay mandatory assessments to that association. The Association will have lien and foreclosure rights as a collection remedy if assessments are not paid.
- CC&Rs provide for reciprocal access
- CC&Rs prohibit further subdividing of property so conversion to condos is not possible

Homeowner's Association Board of Directors

Gold Crossing

- The Association will be managed by a three member Board of Directors who will be obligated by corporate law fiduciary principles and the Davis-Stirling Act to:
  - Act in good faith and in a manner the Directors believe to be in the best interest of the Project and its owners, as a whole
  - Refrain from actions that are not in the interests of all owners, but rather are designed to further the personal interests of a director
  - Prepare and distribute to all owners detailed budgets on an annual basis, which must take into consideration capital replacement reserve funding requirements.
  - Retain a third party consultant to prepare a detailed capital replacement reserve study at least every three years, covering all components of the Project for which the Association has maintenance responsibility that have a useful life of 30 years or less.
  - Update the third-party reserve study on an annual basis
  - Conduct at least quarterly Board meetings at which the Board is obligated to compare the Association's actual fiscal performance to the annual budget projections and make adjustments as necessary

Property Management and Maintenance

Gold Crossing

- The CC&Rs are going to require that the Association Board retain the services of a third-party property manager who holds a CCAM certification in accordance with Business & Professions Code 11500.
- The project proponents are also prepared to commission the preparation of both an Association and an Owner maintenance manual that will set forth both time-frames and protocols for the performance of common and recurring maintenance tasks, so as to reduce the opportunity for any blight in the development and to promptly identify and remedy any damage due to wood destroying pests and organisms or mold contamination.
- Certified (CCAM) property manager will be **single point of contact for the city**.

Enforcement Rights of CC&Rs

Gold Crossing

- The CC&Rs are going to include rights of covenant enforcement by the Association, including the right to levy fines and to enter property (following notice and a hearing) to perform work in the face of continued owner defaults.

- The City will also be given the right, but not the obligation to initiate enforcement action.

Improvements for Zoning Compliance

Gold Crossing

- Additional parking - $15,000

  Code requires 2 spaces per unit; propose adding 20 spaces by restriping the lots to meet required 160 spaces; only 30% of spaces will be compact (see attachments 3 and 4)
- Additional landscaping for shading – cost included below

  Landscaping will be added to a parking lot to meet shade requirements. (see attachments 5 and 9)
- Additional landscaping for screening - $25,000

  SDP is required to allow 4 buildings to intrude into the 100' setback requirement (construction of complex pre-dates setback requirement). Landscaping (72 shrubs, 17 evergreen trees) will be installed along rear property line to meet intent of setback. (see attachments 5 and 9)

Infrastructure Improvements

Gold Crossing

- Gold Crossing has private sewer system.
- Conditions of Approval (see attachment 6) require sewer system to be CSD-1 compliant so that property is converted to a district maintained facility.
- Key point of Contact was Robert Espinoza (Supervising Engineer Technician) from the Department of Water Quality and Design Review.
- **Total costs are estimated to be $300,000 - $400,000.**
- Primary benefit to Rancho Cordova is a sewer system that is up to code and managed by the district rather than privately. Currently this private system is approximately 40 years old. Any sewer overflows that take place (even though they are private) get reported to the "Regional Water Quality Board" which is the controlling agency for all waste water. This agency has a zero tolerance and currently fines the city for any and all overflows that happen.
- Project approval results in an upgrade that improves the system at this property and gives control to CSD-1 which **will create more protection and less liability to the City of Rancho Cordova.**

Proposed Exterior & Landscaping Improvements

Gold Crossing

- Construct a 6' high wall in outer parking lots to screen trash receptacles from view from Coloma Road-$5,000 (see attachment 4)

- Contemporary 4 – color exterior painting of buildings, gates and fences - $175,000 (see attachments 7 and 8)

- New landscaping in outer parking lots and along entire 500' of property fronting Coloma Road including 47 trees some of which are palm trees - $175,000 (see attachments 8 and 10)

- Professional engineering, surveying, legal, landscaping, rendering, and project mgt services to accomplish this proposal - $150,000.

Benefits to Rancho Cordova

Gold Crossing

- Increased tax revenues
- Professional certified management vs. current owner management
- High quality standards for maintenance of the property
- Upgraded property with significant face lift & improved curb appeal
- Creates an ownership opportunity for existing tenants and other citizens of Rancho Cordova
- Creates an opportunity for upgrading & dramatically changing apartment corridor on Coloma Road; motivation to neighboring properties to make improvements
- Major property investment: We are prepared to spend $950,000 to improve the property, result of which has significant benefit to the city of Rancho Cordova.

Attachments

Gold Crossing

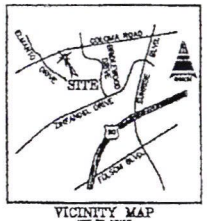
Number	Description
1	Tentative Subdivision Map
2	Special Development Permit Exhibit
3	Existing Parking Exhibit
4	Proposed Parking Exhibit
5	Existing Landscaping
6	Conditions of Approval
7	Paint Selection Colorboard
8	Rendering of Existing Conditions and Proposed Improvements
9	Proposed Landscaping along Back Fence
10	Proposed Landscaping along Coloma Road

Tentative Subdivision Map

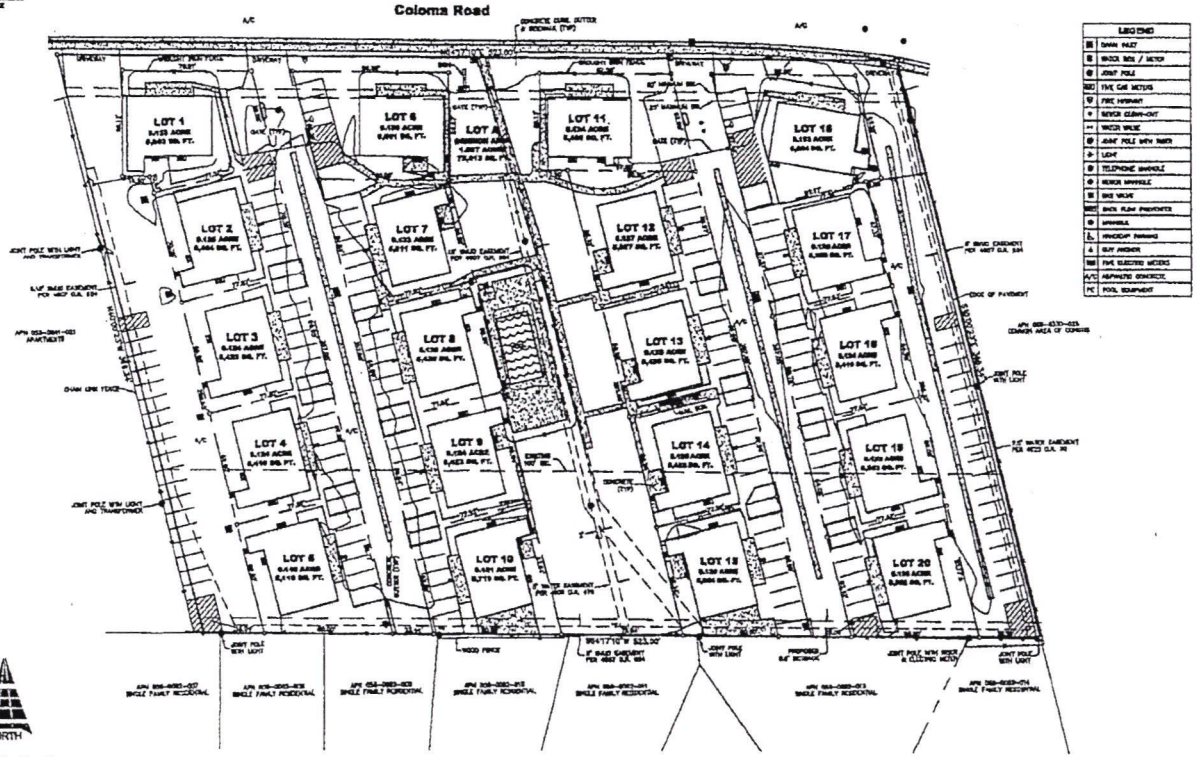
Gold Crossing

Showing a division of a portion of the subdivision designated "John Taylor 488 16/100 A" on the Official "Plat of Rio De Los Americanos", recorded in Book 1 of Maps , Page 2, Sacramento County Records, and a portion of the Tract designated "Tract 3, 129.45 Acres", on the "Plat of Tract of Land owned by Heirs of John B. Taylor" in Book 2 of Surveys, Page 18, Sacramento County Records, in the City of Rancho Cordova, Sacramento County, California

August, 2006
Sheet 1 of 1



VICINITY MAP
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Michael Dequine and Associates, Inc.

Project Data:

Existing/Proposed Zoning: RD 30

Existing Parking Spaces: 140 (field verify)

Parking Requirements: 2 spaces per dwelling unit=160.

Assessor Parcel Number:

058-0241-001 thru 020

Gross Area: 4.26± ac (185,566 sq.ft.)

Lot Coverage: 22%

Vertical Datum: Based on Sacramento County Benchmark B.M. 19-17, Elevation=103.51

Existing Use: 20 2-story Apartment Buildings with 80 units total

Proposed Use: 20 Residential Lots and 1 Common Area Lot

Districts:

Schools	Folsom-Cordova Unified
Water	Arden-Cordova Water Service
Sewer	County Sanitation District 1
Storm	County of Sacramento
Flood Zone	X (per panel number 060252 0210 E, July 6, 1998)

Record Owner: Mark A. Kramer, Michael Train Caldwell & Sean K. Maloney
575 McClay Road
Novato, CA 94947
Phone: (415) 893-9005

Surveyor: Michael Dequine and Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca. 95833

Contact: Michael R. Dequine, L.S.
Ph: (916) 923-5820

Revision	By	Appd.	Date

Client/Project
Kramer, Caldwell and Maloney - Gold Crossing Townhomes

10680 Coloma Road
Rancho Cordova, CA 95670

Title
Tentative Subdivision Map for Gold Crossing

Project No.	Scale
06-1120	1"=30'
Drawing No.	Sheet
tm-gold-crossing	1 of 1

ATTACHMENT 1

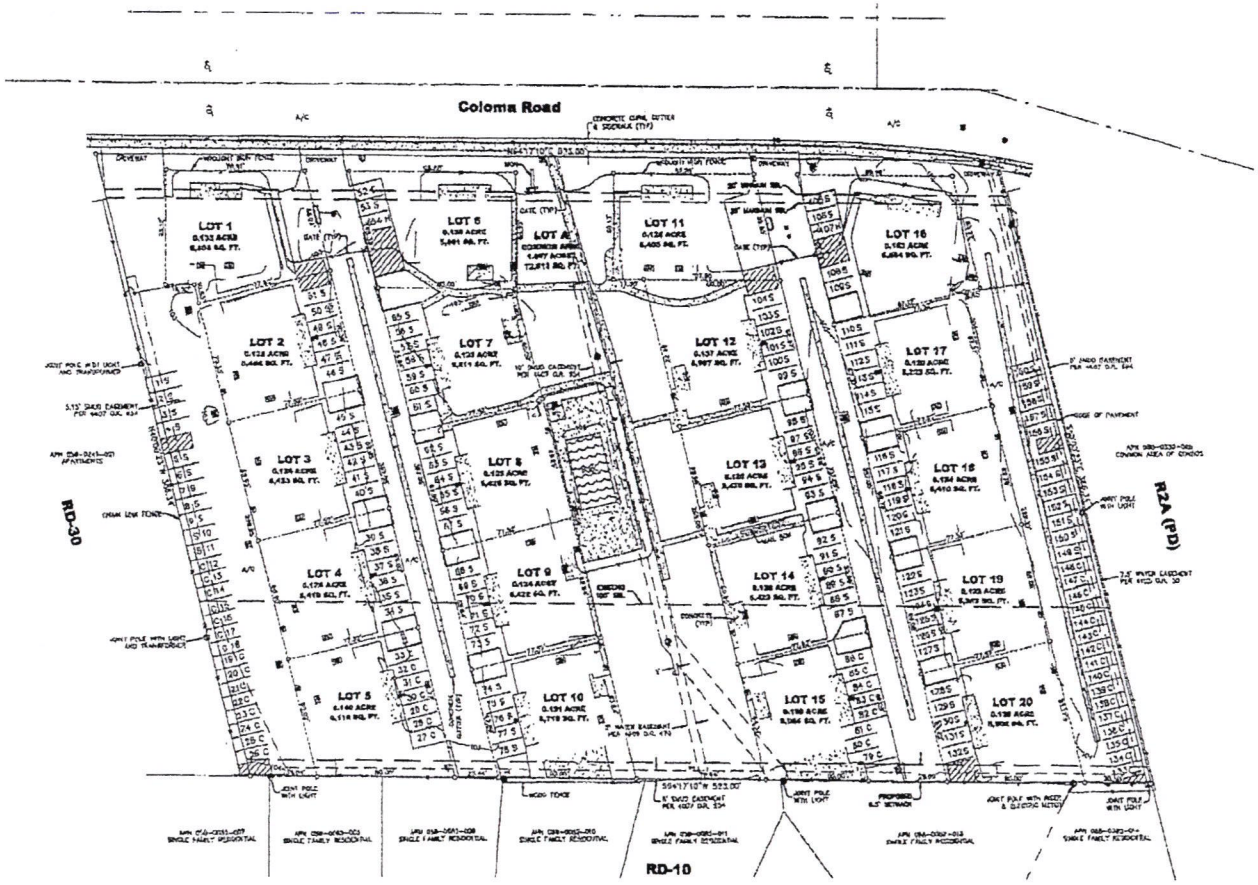
Special Development Permit Exhibit

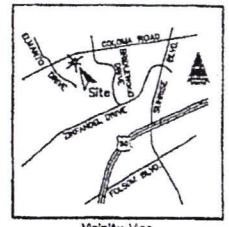
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September, 2006

Sheet 1 of 1





Vicinity Map
Not to Scale

LEGEND	
DI	DRAIN INLET
WM	WATER BOX / METER
JP	JOINT POLE
FH	FIRE HYDRANT
●	SEWER CLEAN-OUT
⋈	WATER VALVE
⊙	JOINT POLE WITH LIGHT
☼	LIGHT
☎	TELEPHONE MANHOLE
S	SEWER MANHOLE
G	GAS VALVE
BFP	BACK FLOW PREVENTER
⊕	MANHOLE
♿	HANDICAP PARKING
⚓	GUY ANCHOR
FH	FIRE ELECTRIC METER
A/C	ASPHALTIC CONCRETE
PC	POOL EQUIPMENT

Existing Parking:
Handicap – 2
Standard –138 (uncovered)
Total –140 (uncovered)

Proposed Parking:
Handicap – 2
Standard – 110 (uncovered)
Compact – 48 (uncovered) 30%)
Total – 160 (uncovered)

Required Parking:
2 spaces per unit
2 x 80 = 160
Total spaces = 160

Proposed Parking:
Handicap – 2
Standard – 110 (uncovered)
Compact – 48 (uncovered) 30%)
Total – 160 (uncovered)

Record Owner: Mark A. Kramer, Michael Train Caldwell & Sean K. Maloney
575 McClay Road
Novato, CA 94947
Phone: (415) 893-9005

Developer: Mark A. Kramer, Michael Train Caldwell & Sean K. Maloney
575 McClay Road
Novato, CA 94947
Phone: (415) 893-9005

Surveyor: Michael Dequine and Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca. 95833
PH: (916) 923-5820 Michael R. Dequine, L.S.

Note:
Buildings 4, 5, 8, 10, 14, 15, 19, & 20 encroach into the 100' Building Set Back required for 2 story buildings.

Required Setbacks:
Front Setback 25' (Sec. 305-12)
Rear Setback 100' (Sec. 305-12, 1)
Side and Interior Setback 15' (Sec. 305-12.3 and 305-14(b))

Michael Dequine and Associates, Inc.

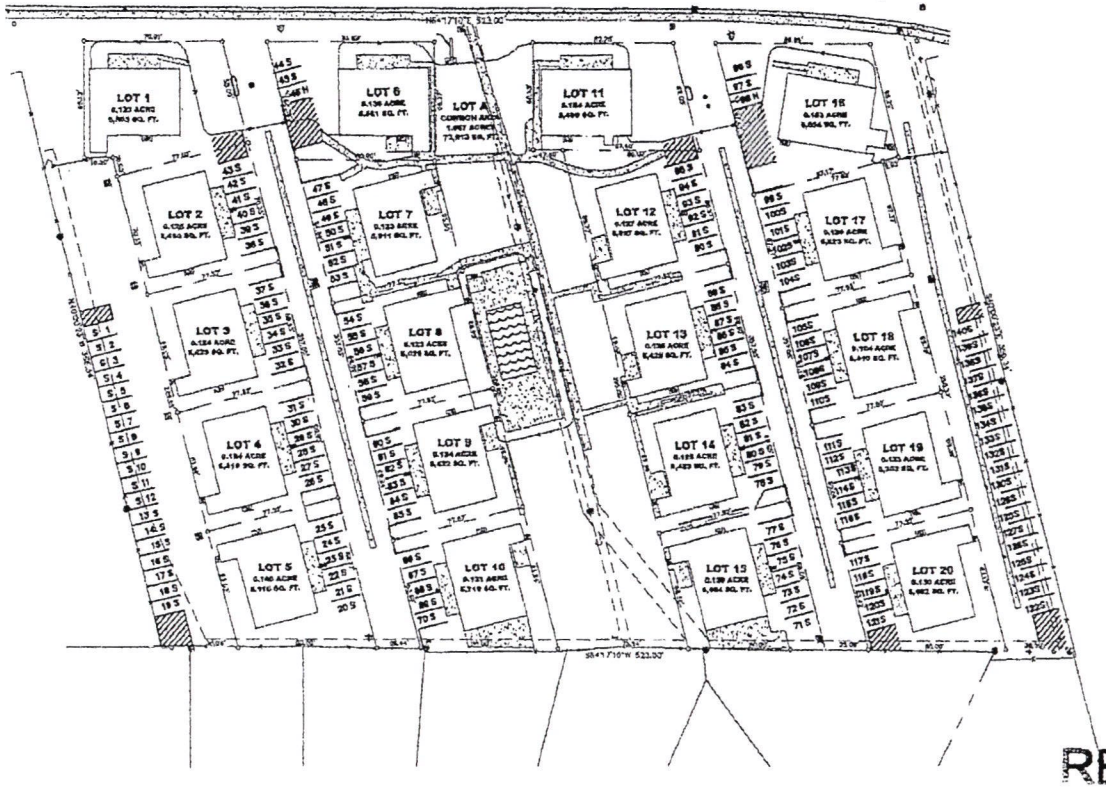
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ATTACHMENT 2

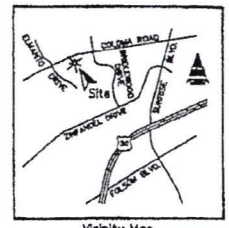
NORTH

Exhibit A
Existing Parking Exhibit
Gold Crossing

September, 2006
Sheet 1 of 2



LEGEND	
SI	SPAN INLET
S	WOOD BOX / METER
⊕	JOINT POLE
GM	PAC GAS METERS
⊕	FIRE HYDRANT
⊕	SEWER CLEAN-OUT
~	WATER VALVE
⊕	JOINT POLE WOOD POLE
○	LIGHT
⊕	TELEPHONE MANHOLE
⊕	SEWER MANHOLE
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BFP	BACK FLOW PREVENTER
⊕	MANHOLE
♿	HANDICAP PARKING
↓	GUY ANCHOR
EM	PAC ELECTRIC HOODS
A/C	ASPHALTIC CONCRETE
PE	POOL EQUIPMENT



Vicinity Map
Not to Scale

Existing Parking:
Handicap – 2
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Compact – 0 (uncovered)
Total –140 (uncovered)

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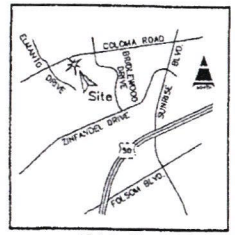
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PLANNING

Attachment 3

Exhibit A
Proposed Parking Exhibit
Gold Crossing

September, 2006
Sheet 2 of 2





Vicinity Map
Not to Scale



LEGEND	
	DRAIN INLET
	WATER BOX / METER
	JOINT POLE
	FIRE GAS METERS
	FIRE HYDRANT
	SEWER CLEAN-OUT
	WATER VALVE
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	LIGHT
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ATTACHMENT 4

ATTACHMENT 5

CONDITIONS OF APPROVAL

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The Gold Crossing TSM (RC 05-178) entitlement approved by this action is for a Tentative Subdivision Map (TSM) located at 10880 to 10894 Coloma Road (APN 058-0241-001 to 020) The entitlement is to subdivide a 4.26 acre parcel into twenty-one (21) lots for: twenty (20) existing four-plex residential buildings; and one (1) common parcel for parking, landscaping and open space as described in the Planning Commission staff report and associated Exhibits and Attachments, dated December 14, 2006.	On-Going	City of Rancho Cordova – Planning Department	
2.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	City of Rancho Cordova – Planning Department	
3.	The Applicant shall hold harmless the City, its Council members, 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	City of Rancho Cordova – Planning Department	
4.	A note shall be placed on the final map stating, "Reciprocal access and parking between parcels shown here on shall be granted/reserved prior to sale and/or reconveyance of said parcels."	Prior to Recordation	Planning/Public Works	
5.	Record a maintenance agreement involving all parcels of the subject map, or other mechanism acceptable to staff, that assures timely maintenance of parcels held in common.	Prior to Recordation	Planning/Public Works	
6.	Final landscape plans shall be reviewed by the Planning Director prior to installation and final landscape plantings shall be inspected by the Director prior to final map.	Prior to Recordation	Planning	
7.	The planning director shall inspect the final striping of the parking lot for compliance with approved parking plan.	Prior to Recordation	Planning	

ATTACHMENT 6

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
8.	Connection to the District's sewer system shall be required to the satisfaction of CSD-1. Sewer service shall continue to be provided by CSD-1 to the existing sewer service lateral(s). Required modifications, if any, shall be to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to any on and off-site sewer construction. Currently the on-site sewer system is not a District facility.	Prior to Recordation	CSD-1	
9.	The on-site sewer system shall be accepted as a CSD-1 maintained sewer facility. The system is required to meet CSD-1 standards and the following requirements: • Submit an acceptable TV report for review by CSD-1 • Repair any deficiencies revealed by the report. • Improve the system as needed to meet CSD-1 standards. • The system shall pass hydrostatic test on all pipes and vacuum test on all manholes. • The on-site private sewer system shall be dedicated to CSD-1, in a form approved by the District Engineer. All CSD-1 sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. • Provide plan and profile views of the sewer system to CSD-1. • Each parcel shall have a separate connection to the CSD-1 sewer system.	Prior to Recordation	CSD-1	
10.	Pay sewer impact fees for CSD-1 prior to filing and recording of Final Map.	Prior to Recordation	CSD-1	

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CSD-1 Advisories

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CSD-1 will provide maintenance only in public rights-of-way and in minimum 20-foot wide easements dedicated to CSD-1 for the purpose of continuous access and maintenance.

ATTACHMENT 6

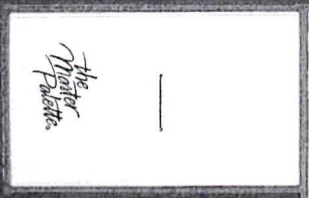
Developing this property will require the payment of sewer impact fees. Impact fees for CSD-1 shall be paid prior to filing and recording the Final Map or issuance of Building Permits, which ever is first. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.

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ATTACHMENT 6

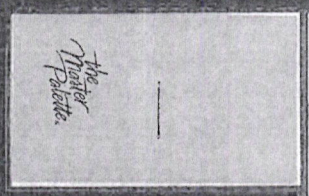
Gold Crossing Apartments

Paint Selection



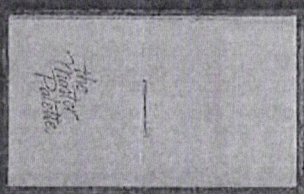
Quiet Light
ICI Color #836
Leaf 97

Trim, Facia Boards, Wrought Iron Fence, & Gate



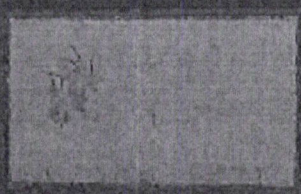
Chemayo Sage
ICI Color #831
Leaf 97

Buildings



Plateau Grey
ICI Color #684
Leaf 192

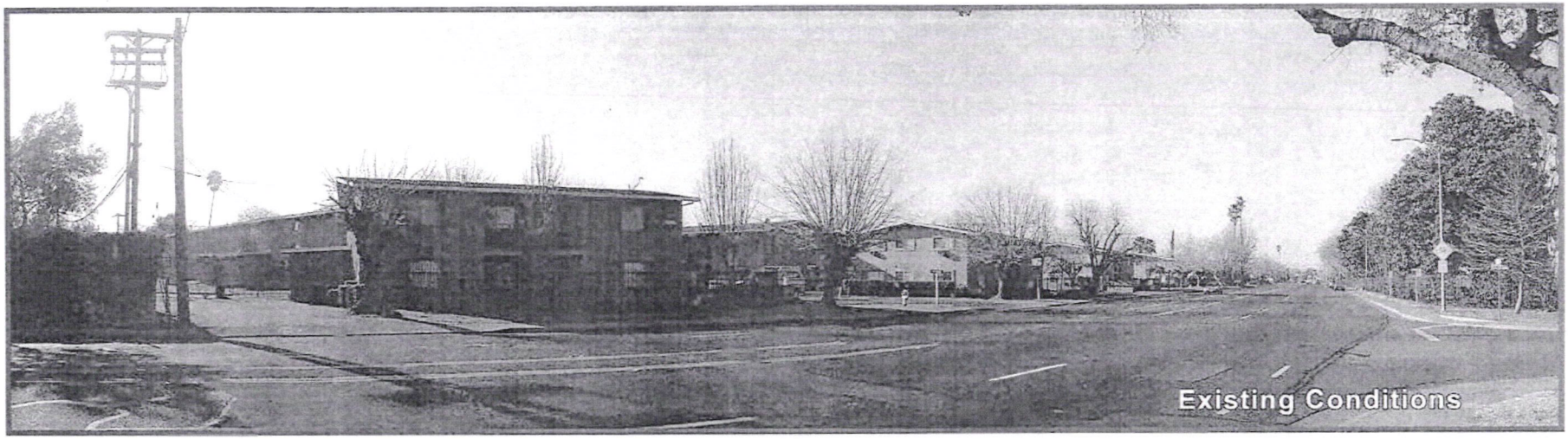
Stone Work at base of Buildings, Wrought Iron Stair Trim & Railings

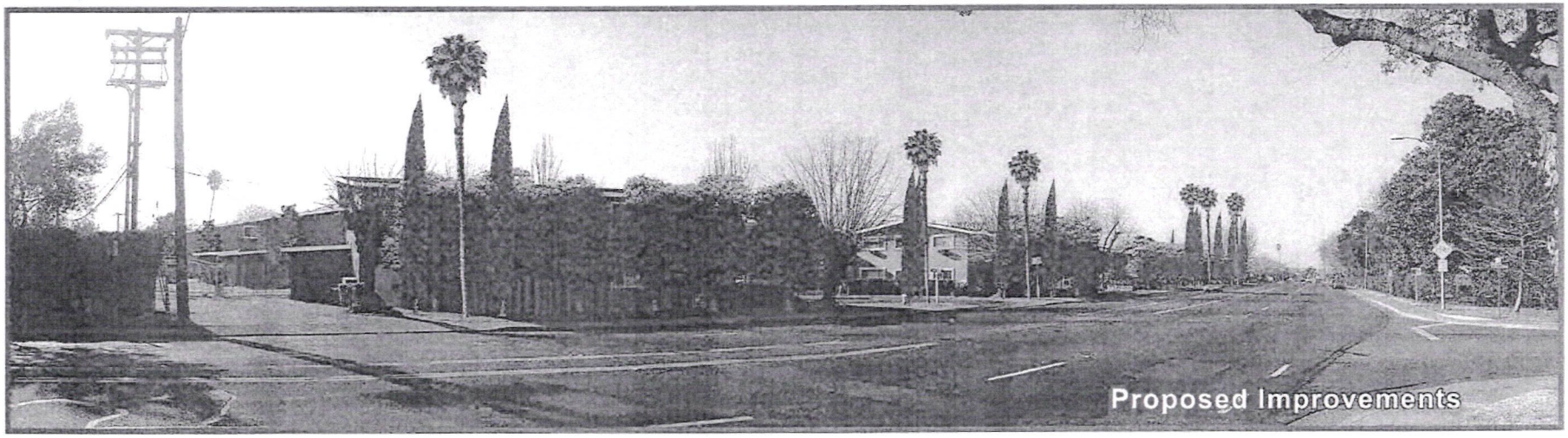


Classic Burgundy
ICI Color #121
Leaf 78

Doors

Gold Crossing Apartments





ATTACHMENT 8

CITY OF RANCHO CORDOVA

Minutes of Meeting of the Planning Commission
February 8, 2007

1. CALL MEETING TO ORDER

The meeting of the Planning Commission of the City of Rancho Cordova was held on Thursday, February 8, 2007 in the David B. Roberts Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA, 95670. Planning Commission Chair Troy Konarski called the meeting to order at 6:01 p.m.

Staff Present: Planning Director, Paul Junker; Senior Planner, Jeffrey S. Beiswenger; City Attorney, Joe Chapman; Planning Commission Clerk, Charlene Fortunka

Roll Call:

Commissioners Present: Burke, Cummings, Konarski, Moe, Vance
Commissioners Absent: Savorn, Smith

A. **Flag Salute** – Pledge of Allegiance was conducted.

B. **Action:** Motion by Burke, second by Moe to move Agenda Item C, Mather Sports Center, to the end of the public hearings.

C. **Approval of Agenda** – The Planning Commission reviewed the amended agenda of the February 8, 2007 Meeting of the Planning Commission.

Action: Commissioner Moe moved, seconded by Commissioner Burke, to approve the amended agenda of the February 8, 2007 Planning Commission Meeting. Motion was approved unanimously.

D. **Minutes** – The Planning Commission reviewed the minutes of the January 25, 2007 Meeting of the Planning Commission.

Action: Commissioner Vance moved, seconded by Commissioner Burke, to approve the minutes of the January 25, 2007 Meeting of the Planning Commission. Motion was approved unanimously.

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

3. PUBLIC HEARING

A. Consideration of the Tentative Subdivision Map for Gold Crossing Townhomes - RC-05-178

Request: Applicant is requesting a Tentative Subdivision Map to subdivide an existing apartment complex into 21 parcels, and a Special Development Permit to allow a setback reduction.
Project Applicant: Mark Kramer, Michael Caldwell, and Sean Maloney, 10890 Coloma Road, Rancho Cordova, CA 95670

Project Location: APN: 058-0241-001 to -020; 10880 – 10894 Coloma Road

Senior Planner Jeffrey Beiswenger presented the staff report and recommended the Planning Commission adopt Resolution 90-2007 to deny the Gold Crossing Subdivision Map Project No. RC-05-178 subject to findings of significant public health, safety and welfare impacts. Chair Konarski opened the public hearing and took testimony from Mark Kramer, project applicant, Mel LoVetrie, project representative, Michael Dequine, project engineer, and Curtis Sproul, project attorney.

The Commissioners had the following concerns and comments:

- Moe-In the staff report-should it read that the site as proposed does not meet the minimum setback? Beiswenger-Yes.
- Burke-Sgt. Haynes could not assess the project due to lack of notice and without having the crime prevention specialist go out. Which neighboring property had 91 calls for service on it and who is the owner? Kramer-10780 Coloma; it is owned by a partnership of multiple people, and I am one of the participants.
- Burke-Calls for service depend on the composition of the tenants. What happens in two years if you need to hire security, how will all of the owners be coordinated with?
- Burke-What guarantee do tenants have that their rents won't be raised, since you won't be in charge of it? Kramer-Rents are not reflective of purchase and investment price, they are dependent on current market values.
- Burke-It is your property now-why not invest in it? Kramer-The investment would not be justified by the increased value; it wouldn't make sense from a business standpoint.
- Vance-A statement was made that nobody would be displaced-what opportunity is being afforded to the residents to buy the individual units? Kramer-We worked hard with lending companies to create circumstances that would make it attractive for existing tenants to buy. We are willing to provide 100% financing, with 20% by us, the seller, and 80% by Wells Fargo. The purchaser will need to have certain qualifications, have good credit history, the ability to be a successful owner. We would work with existing tenants with long term leases before any changes were to happen.
- Moe-Our biggest concern is that this is a short term solution. These buildings are old and at the end of their useful life. Splitting up the complexes does not make sense and would make it difficult to redevelop the property.
- Cummings-This renovation doesn't seem to improve the quality of life. Concerned about interior improvements-carpet, paint, new appliances, etc. Would like to see City Council get the opportunity to review this.

Public Comment:

- Barbara Richard
    - Lives on Coloma Road at the Gold Crossing Apartments.
    - Aware of and approves of the subdivision plans.
    - Many long term residents in our community may never leave because of the hardship, and this project would allow people to experience more pride with where they live without having to move.
    - Impressed with the Briarwood Condominiums next door, and would like the positive impacts that their HOA's have provided; we want the same benefits at Gold Crossing.

- The proposed improvements by the owner will result in a fresh and attractive look for all of us.
- Hopes that the Commission approves the plans.

- Renee Shaw
  - Owner of home behind the project.
  - Proposed landscape screening from the apartments and our property is desired.
  - Landscaping will have a positive effect on the appearance of the neighborhood, and would attract better neighbors.
  - Would rate Gold Crossing as the best complex in the neighborhood; there are some eyesores, and these improvements would help her neighborhood and bring up her property value.
  - There is more pride in ownership.
  - Konarski-do you see the proposed multiple ownership as a benefit? Has lived in the neighborhood for probably 30 years, have seen the condos (such as Briarwood) do well with HOA's.
- Paul Norton
  - Commercial real estate agent and investor, in contract to buy Winchester Apartments.
  - A property where you have 1 owner vs. 20 can make a big difference and be a great benefit for the City.
  - An owner of one four-plex is more likely to take care of that one four-plex than the owner of multiple properties.
  - By approving something like this, you are putting the controls in place that this property will be brought up to a standard and adhere to that standard.
    - Coloma looks so bad because those standards aren't in place.
  - It is a great benchmark for all of us, if I chose to buy this property, and would improve property values.
  - Konarski-Are you interested in purchasing a property here? Norton-No, I am in contract to buy 40 units next door, a very similar property. If we don't buy that property, it will stay in its current state of disrepair.
  - Moe-Which way from Gold Crossing is your property? Norton-If you are facing Gold Crossing, it is to the right.
  - Moe-Is it your intent to do something similar? Norton-It is a possibility. These properties sell on about a 4-5% cash return on investments. People are looking at the possibilities on the outside of this. We would be looking at what we could do in the future, and it would be setting a great standard to approve this project.
- Eric Tai
  - Represents tenants of the neighboring apartment community on Coloma who support the approval of the Gold Crossing project.
  - We feel that property improvements are of significant value to the entire neighborhood.
  - The end result should be better neighbors, a safer community, and a more attractive place to live.
  - This can only take place as a result of a significant financial investment in the property.
  - We support this project and the improvements that will result, and ask that you approve the project.
  - Burke-What is the address of the apartment you represent? Tai-Property Manager of Gold Run Apartments on 10870 Coloma Rd.

- Joana Puentes
  - Resident at Gold Crossing Apartments.
  - Has seen a negative change on Coloma Rd. over the last year.
  - The area in general is not attracting a positive element.
  - In terms of residents and littering, feels that the Commission should support changes that impact the appearance of properties like Gold Crossing.
  - Recognize the impact of who wants to live in the neighborhood.
  - Please approve the improvements so a change can begin in our neighborhood.
- Donna Kramer
  - Reads letter from Attorney Bumerts:
    - Represents the partnership that owns apartments at 10780 Coloma Rd.
    - Would like to express strong support for the subdivision of this property and the proposed improvements that are to take place.
    - Has viewed the plans and the ultimate beautification process that is suggested.
    - The proposed plan is going to improve the property for current and future tenants, and will improve the look and feel for the Coloma corridor.
    - This will benefit the ownership group and others will surely see some increased value just by the improved curb appeal alone.
    - This is an excellent step in the right direction for all residents and owners in Rancho Cordova.
- Andre Ashford
  - Represents the tenants of Gold Crossing Apartments.
  - Feels that no negative impact would occur to the residents of the building, since they will remain rentals.
  - Values the many improvements that can take place as a result of the subdivision approval-increased parking, new laundry rooms in each building, significant sewer upgrades, attractive landscaping throughout the complex, high quality paint job.
  - This kind of investment in the property will create much more pride for the tenants of Gold Crossing that will not happen unless you approve the project.
  - Submits a petition of 87 signatures of people at the complex who support the project.
- Caryn Rinaldi
  - Strongly supports the approval of this project
  - Took a small sample survey of the Rancho Cordova residents; and their response to the Gold Crossing project was overwhelmingly favorable.
  - With the understanding that the tenants would not be displaced, and the property would remain a rental, the feeling was that there would be no negative consequences of project approval.
  - Separate ownership was not seen as negative, since an HOA would be put in place, and the property would be governed and ultimately maintained more effectively.
  - Believes that all of the improvements would be a bonus that will result in a higher quality of tenants and a better immediate look and feel to the area.
  - Only concerns were who would be paying for the improvements (owner) and would the taxpayers be impacted (no).

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Burke moved, seconded by Commissioner Moe, to adopt Resolution 90-2007 to deny the Gold Crossing Subdivision Map Project No. RC-05-178 subject to findings of significant public health, safety and welfare impacts.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe
NOES: NONE
ABSTAIN: Vance
ABSENT: Savorn, Smith

There being 4 Ayes, 0 Noes, 1 Abstain, 2 Absentees, the motion is hereby declared to be passed.

B. Consideration of the Special Development Permit for Capital Village Residential - RC-06-274

Request: The applicant is requesting a Special Development Permit to allow intrusions into setbacks where specific parcels are irregular in shape or lot lines are curvilinear.
Project Applicant: Beazer Homes Holding Corp., 3721 Douglas Blvd., #100, Roseville, CA 95661
Project Location: APN: N/A; North of International Dr., South of Disk/Data Drives, East of Zinfandel Drive and West of Prospect Park Drive

Senior Planner Jeffrey Beiswenger presented the staff report and recommended the Planning Commission determine that the proposal is consistent with the Capital Village MND and adopt Resolution 91-2007 approving a Special Development Permit to allow intrusions into parcel setbacks for 16 specified lots. Chair Konarski opened the public hearing and took testimony from John Bacigalupi, Beazer Homes.

The Commissioners had the following concerns and comments:

- Moe-What is that monument sign denoted on the landscape plan? Beiswenger-That is the Capital Village monument sign.
- Moe-How tall is the monument sign? Beiswenger-It's only a few feet tall.
- Cummings-Will any of these proposed changes alter the physical look of the homes and thereby the purchase prices? Bacigalupi-There will be no changes to the looks of the homes, and the purchase prices will remain the same.
- Moe-Is this request symptomatic of higher density development? Bacigalupi-This is an outgrowth of the fact that this is a newer project with higher densities on such a large scale.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Vance moved, seconded by Commissioner Burke, to determine that the proposal is consistent with the Capital Village MND and adopt Resolution 91-2007 approving a Special Development Permit to allow intrusions into parcel setbacks for 16 specified lots.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentee, the motion is hereby declared to be passed.

C. Consideration of the Design Review for California American Water Company Booster Pump Station- RC-07-282

Request: California American Water wishes to construct a 12 foot by 24 foot masonry enclosure to house a booster pump station. The structure will be located between the sidewalk and the 14 foot tall sound wall on the south side of International Drive between Mather Field Rd. and S. White Rock Rd. The pump station will boost the water pressure between Golden State Water Company and California American Water.
Project Applicant: California American Water, 4701 Beloit Dr., Sacramento, CA 95838-2434
Project Location: APN: N/A; South side of International Dr. right of way/350' west to Mather Field Road.

Planning Director Paul Junker presented the staff report and recommended the Planning Commission forward this item to the City Council with a recommendation of approval, according to the plans presented. Chair Konarski opened the public hearing and took testimony from Andy Soule, project manager.

The Commissioners had the following concerns and comments:

- Moe-Is the location cited accurate? Junker-It is closer to the right of way than depicted in that particular exhibit-there is a better depiction in the second page of the 11X17 plans.
- Konarski-Are the pumps housed within the building? Soule-Yes.
- Konarski-Will this cause noise emissions? Soule-There is a small amount of noise internal to the station-since it is a block building and there is enough mass around it, noise impacts are negligible.
- Cummings-Does this project address lighting on the building or surrounding it? Soule-There will be a porch light at the door.
- Konarski-What kind of lighting will be used? We would like to be unobtrusive, so lighting would just be used for night time access, manually controlled only when staff requires.
- Cummings-Appreciate landscaping plan, providing some beautification for a fairly utilitarian project. Consider adding more lighting to either the building or the outside area.

- Moe-Was there any attempt to locate this behind the wall on the private property of the apartment complex? Soule-We didn't approach the land owner to see if we could buy a piece of the property; potential problems could have been needing subdivision or easement.
- Moe-Is this a public use service? Soule-Yes, and we have a proper franchise agreement with the City.
- Moe-Are you replacing trees and bark with grass turf? Soule-There are a couple of trees that need to be removed, and we felt the grass block would minimize the appearance of the asphalting and still allow some drainage.
- Moe-Will the grass block be irrigated and mowed? Soule-Yes.
- Junker-What is the function of the turf block area? Soule-For vehicle pull off.
- Moe-Did you have any concerns about wayward vehicles crashing into this building? Soule-That is always a possibility.
- Moe-What will the color of the roof be? Soule-We are open to any suggestions, and can work with the Council and Commission.
- Moe-Is the split face color palette limited to gray? Soule- We are open to suggestions. The split face comes in several colors, but we were leaning towards gray. Our intent was to make it blend in and look as natural as possible, while providing some character with the split face.

The Commissioners felt staff and the representatives adequately addressed the above concerns and comments.

Action:

Motion: Commissioner Moe moved, seconded by Commissioner Cummings, to forward this item to the City Council with a recommendation of approval, according to the plans presented.

Vote on the Motion:

AYES: Burke, Cummings, Konarski, Moe, Vance
NOES: NONE
ABSTAIN: NONE
ABSENT: Savorn, Smith

There being 5 Ayes, 0 Noes, 0 Abstains, 2 Absentees, the motion is hereby declared to be passed.

Commissioner Moe recused himself from discussion of the Mather Sports Center.

D. Consideration of the Design Review for Mather Sports Center - RC-07-280

Request: Cordova Recreation and Parks District proposes to renovate the existing Mather Sports Center with three new lighted softball fields, a new snack bar/restroom, a new soccer field, a skate park and a roller hockey rink, along with other park amenities, including new landscaping. Electrical improvements will include a new public announcement system, wireless score boards, improved field lighting and other underground electrical improvements.

Project Applicant: Community Resources Services, Jerry Fox, 3810 Donna Circle, North Highlands, CA 95660
Project Location: APN: 077-0050-060 and 077; Mather Sports Center, west of Mather Field Road

Planning Director Paul Junker presented the staff report and recommended the Planning Commission discuss the project, provide comments, and table the item. Chair Konarski opened the public hearing and took testimony from Jerry Fox, project applicant, Jay Beales, project representative.

The Commissioners had the following concerns and comments:

- Cummings-Will any other agency be doing design review on these buildings? Junker-The Parks District will approve all of the plans, but their process will not be a design review per se.
- Konarski-Is there any way that this discussion could have been held separately from our public hearing? Junker-This item can only be deliberated by the Commission at a public meeting.
- Konarski-Will the weight room among other buildings be refurbished? Fox-That is not currently part of this project, but the district is attempting to find a way to move forward with other renovations.
- Cummings-How much did the park in Chico cost to build? CRPD-Unsure.
- Vance-Will the buildings be numbered or named in case an emergency vehicle needs to respond? Fox-There is only one building being added, and it will be named.
- Konarski-The amount of investment being put into these renovations will allow for an incredible product and great synergy for the community of Rancho Cordova.
- Burke-Will the softball fields be lit on a timer? CRPD-All of the lights will be timed in two different ways; a master timer will impose a timeframe outside of which they cannot operate, and then users will be authorized to use cards that they can slide to use for events.
- Burke-Will the restrooms be open 24 hours a day? CRPD-No, they will be open during regular business hours and will have automatic locks.
- Burke-Is the skate park locked at any time? CRPD-Someone could skate in the dark; skate parks are better if self policed and open rather than fenced in. People will jump fences and do things they are not supposed to.
- Cummings-What metal are the bleachers on the soccer field composed of? CRPD-They are aluminum, and will be fixed but removable (bolted down).
- Cummings-Are the dugouts covered? CRPD-Yes and they have complete accessibility.
- Burke-Will people be able to walk through without walking through fields? CRPD-Yes, the walkway will loop around the tennis courts and baseball and softball field. There will be area to run on and concrete areas for high foot traffic.
- Burke-How will you know if a field is reserved? CRPD-There will be signage that will indicate reservation; this will primarily consist of organized use.
- Burke-Will there be paid use of the fields? CRPD-Yes, fees paid will offset the cost of electrical lighting, etc.
- Burke-Will there be outside fencing? CRPD-No, the park will be open to the public.
- Burke-Consider adding a map indicating distance and distances marked on the ground.
- Burke-This is beautiful.
- Cummings-What comments is staff seeking? Junker-Specifically, we are seeking comments on the snack bar and shade structures in the area.

- Cummings-How would compare your facilities with the Stone Gate restroom facilities? CRPD-Unfamiliar with that specific location, but we wanted to match existing buildings on site, and also raise the quality level by using textured split face block.
- Cummings-Would a concession stand of two stories be of significant cost? CRPD-Yes.
- Cummings-Is there a difference in cost between different colors of stone? CRPD-If we stay with earth tones and natural rock, it isn't a problem, but venturing into reds, blues and purple would require a special batch run.
- Cummings-Have you thought about adding shrubs/plants around the front of the building to beautify it? CRPD-Would lean more toward color/texture/interest on the building that will last longer.
- Burke-Appreciates how the awnings mimic airplanes taking off.
- Konarski-Why did you change the softball fields into soccer fields? CRPD-This would provide more of a revenue stream for the Parks Department
- Konarski-How many square feet will the snack bar be and what functions will it serve? CRPD-It will be 1390 square feet, and will be a combination snack bar with restrooms, and officiating room.
- Cummings-Appreciated the awards stage; it's a great idea, and would like to see more of its kind.
- Cummings-Since there is a great opportunity to have concerts here, will the stages be powered? CRPD-Yes.

The Commissioners felt staff and the representatives adequately addressed the above concerns and directed staff to forward the Commission's comments for City Council review.

No motion was made.

4. REGULAR CALENDER

A. **Zoning Code Work Plan**-Staff is organizing set up of Zoning Code Update Advisory Group
   i. Composed of City Council members –(Vice Mayor Budge and Council Member Cooley), two planning commissioners (yet to be determined), and 4 key community stake-holders (selected with direction by City Council)
   ii. Group will meet once a month.

The Commissioners had the following concerns and comments:

- Burke-Who would attend the public workshop? Beiswenger-Business people and stakeholders.
- Burke-Do you have a date selected for the meetings? Beiswenger-Not yet.
- Konarski-How will you select the people from the community? Junker-Would like to tap from the pool of people who recently applied to be planning commissioners. We will also look for guidance from the City Council.
- Konarski-How big is that pool? Junker-12 people.

5. STAFF/COMMISSION COMMENTS

- Discussion of Planning Commissioner Business Card Information.

6. ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 9:23 p.m., February 8, 2007, to the next scheduled meeting.

Troy Konarski, Planning Commission Chair

Paul Junker, Planning Director

ATTEST:

Charlene Fortunka, Commission Clerk

SACRAMENTO COUNTY SHERIFF'S DEPARTMENT/RANCHO CORDOVA PD
2006 STATISTICS

Report #	SrtDate	Offense	Address	LocType
2006-0002395	1/3/06	Larceny/theft	Norcade Cir	
2006-0006756	1/23/06	Kidnapping/abduction	Folsom Blvd & Norcade Cir	
2006-0007568	1/29/06	Assault offense	Norcade Cir	
2006-0024445	3/29/06	Burglary - Residential	Norcade Cir	HOME
2006-0024462	4/2/06	Fraud offense	Norcade Cir	
2006-0024506	2/23/05	Counterfeiting/forgery	Norcade Cir	HOME
2006-0027140	1/13/06	Burglary - Residential	Norcade Cir	HOME
2006-0027604	4/12/06	Assault offense	Norcade Cir	HOME
2006-0028301	4/19/06	Drug/narcotic offense	Norcade Cir	OTH
2006-0030031	3/30/04	Fraud offense	Norcade Cir	HOME
2006-0031600	3/6/06	Larceny/theft	Norcade Cir	HOME
2006-0033760	11/14/05	Fraud offense	Norcade Cir	HOME
2006-0035061	5/16/06	Assault offense	Norcade Cir	HIGH
2006-0035264	5/17/06	Robbery	Norcade Cir	HIGH
2006-0038461	5/29/06	All other reportable offenses	Norcade Cir	HOME
2006-0039269	6/1/06	Robbery	Norcade Cir	HOME
2006-0045612	6/25/06	Assault offense	Norcade Cir	HOME
2006-0049641	5/4/06	Larceny/theft	Norcade Cir	HOME
2006-0050493	7/21/06	Robbery	Norcade Cir	HIGH
2006-0051287	7/25/06	Burglary - Residential	Norcade Cir	HOME
2006-0056776	8/21/06	Burglary - Residential	Norcade Cir	HOME
2006-0057888	8/27/06	Failed to classify	Norcade Cir	HOME
2006-0058026	8/28/06	Robbery	Norcade Cir	OTH
2006-0060105	8/27/06	Larceny/theft	Norcade Cir	
2006-0060334	9/11/06	Assault offense	Norcade Cir	HOME
2006-0060697	9/10/06	Destruction property/vandalism	Norcade Cir	HIGH
2006-0061298	9/1/06	Embezzlement	Norcade Cir	VEH
2006-0061696	9/18/06	Destruction property/vandalism	Norcade Cir	OTH
2006-0066329	10/8/06	Burglary - Residential	Norcade Cir	HOME
2006-0069752	10/29/06	Drug/narcotic offense	Norcade Cir	HOME
2006-0071527	11/9/06	Drug/narcotic offense	Norcade Cir & Folsom Blvd	HOME
2006-0072913	11/17/06	Assault offense	Norcade Cir	HIGH
2006-0074614	11/1/06	Burglary from vehicle	Norcade Cir	VEH

SACRAMENTO COUNTY SHERIFF'S DEPARTMENT/RANCHO CORDOVA PD
2006 STATISTICS

Report #	Sr Date	Offense	Address	LocType
2006-0024449	4/1/06	Burglary - Residential	2205 Hermosa Ct	HOME
2006-0066184	10/9/06	All other reportable offenses	2205 Hermosa Ct	HOME
2006-0037054	5/23/06	Disorderly conduct	2200 Morales Ct	HOME
2006-0001196	1/4/06	Failed to classify	10890 Coloma Rd	
2006-0044996	6/17/06	Destruction property/vandalism	10893 Coloma Rd	OTH
2006-0057083	8/13/06	Burglary from vehicle	10893 Coloma Rd	VEH

Gold Crossing

Gold Crossing Presentation

Gold Crossing Apartments

April 2, 2007

Attachment 5

Objectives

Gold Crossing

1. Review the history of this project
2. Review points of distinction HOA's & CC&R's
3. Review proposed property improvements
4. Review how this project fits in the General Plan of Rancho Cordova
5. Obtain your support of this project

1.1 Project History

Gold Crossing

- 80 unit gated apartment complex on Coloma Road
- Entitlements will **continue** the complex as a leased multi-family property.
- Tentative Subdivision Map entitlement to divide the complex into 20 parcels of four-plex buildings plus 1 common area parcel for parking and open space and a Special Development Permit entitlement to allow a setback reduction. *This property currently operates as 20 separate parcels.*
- Dec. 14th public hearing: staff recommended, Planning Commission voted to continue with recommendation for denial, requesting additional information
- Feb. 8th public hearing: Planning Commission denied project
- See "We Responded" insert

We responded

- **Planning Commission Meeting on December 14th:**

1. What is the effect on affordable housing- *None (usage is the same)*
2. Want more adequate tree screening- *Agreed (done)*
3. Maintenance concerns about the property- *Owners will invest $1.3 million of improvements and unique HOA's with maintenance standards to maintain the property at this new level.*
4. Concerned about safety and fire department sign off- *Done per letter in Feb 8th meeting.*
5. Concerned about police department sign off- *See call log from the police department in Feb 8th package proving no challenges at this property.*
6. Will there be HOA's at this property- *Yes a unique detailed HOA plan to maintain a high standard and extend the useful life of this property. The issue of **20 owners is not only alleviated by the HOA's** but results in a better circumstance for the renters and for the City of Rancho Cordova:*
    i. On site manager's office and full time certified property manager
    ii. Strict new tenant screening (credit, criminal, rental history)
    iii. This is and will remain a Gated Community
    iv. HOA's will provide a single point of contact for any and all issues
    v. HOA's demand a high standard and create a well maintained property
    vi. Support and feedback provided by one of the best HOA attorneys in the business Curt Sproul

- **Response to Staff report of February 8th meeting**

1. **Goal LU.5** calls for areas developed prior to City Incorporation to be **redeveloped and regenerated** in order to raise property values. The staff report indicates that our proposal does not help to advance this goal. *We would suggest that we are in fact "regenerating" the property through the improvements we have suggested. Our regeneration would include bringing the property up to current zoning standards related to parking and landscaping as well as significant landscaping improvements along the Coloma Road Corridor.*
2. **Policy L.U.5.5** supports the assembly of land for new development where fragmentation of parcels or the limited size of existing parcels acts as a deterrent to new development. The staff report

suggests that approval of our request to subdivide the property would further fragment the existing parcels. *There are now 20 existing Assessor's parcels on the property although the property is currently held under one common ownership. We are suggesting that preserving this existing parcel is not necessary because we are already beginning the process of regeneration with our proposed upgrades. In addition, the property is only about 350' deep. After taking out the front 25' setback and the rear 100' setback, there is not a lot of room for a significant new project that would be worth investing in.*

3. Regarding the Subdivision Map Act evidence, the staff report suggests that our proposal be consistent with the General Plan goals, policies, and actions. *We would argue that at the last presentation of this project to the Planning Commission,* ***staff did support our project*** *and did not find that we were inconsistent with the General Plan. We would argue that we are regenerating this property and that is consistent with the General Plan.*
4. The site does not meet the provisions of the zoning code. We would argue that it did at the time it was built. *The justification for the Special Development Permit is that the buildings exist and have existed for many years in their same exact location.*
5. The site is not physically suitable for development since the current design intrudes into the required setback. The buildings were built before the setback requirement was in place. Future development of the projects will be limited to a very small building that could fit within the setback requirements on site. The proposal does in fact dictate how each owner will have a common interest in the common lot which will provide for ingress and egress of all tenants. Be advised that each new owner will be required to be a part of a Homeowners Association that will be governed by a set of CCR's. The Homeowners Association will have a Board of Directors who are charged with the responsibility of maintaining the landscaped grounds and enforcing the CCR's.
6. We were provided with a copy of the proposed Conditions of Approval prior to this meeting. *We have reviewed the conditions of Approval and accept them as written.*

- **<u>Response to February 8th Planning Commission meeting</u>**

1. Questions arose about current crime and need for security in the future and a key comparison to Mc Ewan project challenges- *Answer is evident in this being a non challenged property as evidenced by the police call log and the differentiating factors of location of property, the fact that it is a gated community and it does and will continue to have on-site management.*

2. Rent values for existing tenants was raised as a concern- *Rents are a reflection of the market and any changes should be moderate.*
3. During closing comments Cummings referenced a concern about the condition of the interior of these units. *This was a new item that had never surfaced before- The owner has renovated 71 of the 80 units with significant upgrades and improvements over the last* three years.
4. A key concern was raised about the reasonable economic life left for these buildings- *We have responded by meeting with Curt Haven and with Reed Flory as well as obtaining a General Contractor's letter of opinion and an appraisal (provided with this package) which validate and confirm that this property has been well maintained and with the planned investment and proper maintenance the potential useful economic life of the property is excellent for the following reasons:*

    i. Pitched Roofs
    ii. Stucco exteriors
    iii. Rot iron fencing and rails
    iv. Concrete steps
    v. New paint will include important prep work and improvements
    vi. The Strong ongoing maintenance of this property based on the demands of the HOA will result in an attractive property standard immediately that is maintained into perpetuity.

1.2 Response to Dec 14th meeting issues

Gold Crossing

1. 20 Owners vs. 1 Owner
2. Possibility of project changing over time to condo

⇐ 1- 2 addressed by attorney Curt Sproul in the Homeowner's Association slides

3. Parking
4. Landscaping screen
5. Location of trash receptacles

⇐ 3- 5 addressed in the Improvements slides

6. Mixed Use Project – The value of the property to a developer is based on land only, this is a fraction of the original purchase price & not a viable alternative.
7. Fire Department Input – Reviewed & approved without comment because the buildings are existing and the use isn't changing.
8. Police Department Input – Reviewed without comment. Department did not oppose project and call log indicates minimum activity demonstrating a non-problem property.

2.1 Unique HOA & CC&Rs

Gold Crossing

- The Gold Crossing Project will be subject to detailed covenants and restrictions (CC&Rs) **that are binding on all owners**. That is not typically the case.

- The CC&Rs for the Project will require all owners to be members of a project owners' association and to pay mandatory assessments to that association. The Association will have lien and foreclosure rights as a collection remedy if assessments are not paid.

2.2 Homeowner's Association Board of Directors

Gold Crossing

- The Association will be managed by a three member Board of Directors who will be obligated by corporate law fiduciary principles and the Davis-Stirling Act to:
  - Act in good faith and in a manner the Directors believe to be in the best interest of the Project and its owners, as a whole
  - Refrain from actions that are not in the interests of all owners, but rather are designed to further the personal interests of a director
  - Prepare and distribute to all owners detailed budgets on an annual basis, which must take into consideration capital replacement reserve funding requirements.
  - Retain a third party consultant to prepare a detailed capital replacement reserve study at least every three years, covering all components of the Project for which the Association has maintenance responsibility that have a useful life of 30 years.
  - Update the third-party reserve study every three years.
  - Conduct at least quarterly Board meetings at which the Board is obligated to compare the Association's actual fiscal performance to the annual budget projections and make adjustments as necessary

2.3 Property Management and Maintenance

Gold Crossing

- The CC&Rs are going to require that the Association Board retain the services of a third-party property manager who holds a CCAM certification in accordance with Business & Professions Code 11500.
- The project proponents are also prepared to commission the preparation of **both an Association and an Owner maintenance manual** that will set forth both time-frames and protocols for the performance of common and recurring maintenance tasks, so as to reduce the opportunity for any blight in the development and to promptly identify and remedy any damage due to wood destroying pests and organisms or mold contamination.
- Certified (CCAM) property manager will be single point of contact for the city (section 3.07(b)

2.4 Enforcement Rights of CC&Rs

Gold Crossing

- **The CC&Rs are going to include rights of covenant enforcement by the Association, including the right to levy fines and to enter property** (following notice and a hearing) to perform work in the face of continued owner defaults.
- **The City will also be given the right, but not the obligation to initiate enforcement action.**

2.5 Summary of Uniqueness of HOA's

Gold Crossing

- Professional Property Management "on-site"
- Single point of contact for Rancho Cordova
- This is and will remain a secured and gated community
- Significant improvements will be made at the property and the HOA will merely **maintain** that standard
- City of Rancho is given the right to "enforce" this new standard
- HOA's set a new bar for this prop and future props
- The end result is raised standards with *private funding* and improved living for the medium-low income housing

3.1 Property Improvements (Zoning Compliance)

Gold Crossing

- Additional parking - $15,000

  Code requires 2 spaces per unit; **propose adding 20 spaces** by restriping the lots to meet required 160 spaces; 30% of spaces will be compact
- Additional **landscaping for shading** – cost included below

  Landscaping will be added to a parking lot to meet shade requirements.
- Additional **landscaping for screening** - $25,000

  SDP is required to allow 4 buildings to intrude into the 100' setback requirement (construction of complex pre-dates setback requirement). Landscaping (72 shrubs, 17 evergreen trees) will be installed along rear property line to meet intent of setback.

3.2 Property Improvements (Health & Safety)

Gold Crossing

- Gold Crossing has private sewer system.
- Conditions of Approval require sewer system to be CSD-1 compliant so that property is converted to a district maintained facility.
- Key point of Contact was Robert Espinoza (Supervising Engineer Technician) from the Department of Water Quality and Design Review
- **Total costs are estimated to be $300,000**.
- Primary benefit to Rancho Cordova is a sewer system that is up to code and managed by the district rather than privately. Currently this private system is approximately 40 years old. Any sewer overflows that take place (even though they are private) get reported to the "Regional Water Quality Board" which is the controlling agency for all waste water. This agency has a zero tolerance and consequently will fine the City for any and all overflows that happen.
- As a result of project approval this upgrade will improve the system at this property and give control to CSD-1 which **will create more protection and less liability to the City of Rancho Cordova.**

3.3 Property Improvements (Aesthetic & Useful life)

Gold Crossing

- Construct a 6' high wall in outer parking lots to screen trash receptacles from view from Coloma Road - $5,000
- Contemporary 4 – color exterior painting of buildings, gates and fences - $225,000 (this will include stucco and facial board improvements)
- New double paned energy efficient windows impacting look and feel as well as utility costs and improved life of buildings. $300,000
- New landscaping in outer parking lots and along entire 500' of property fronting Coloma Road including 47 trees (Palm trees will be eliminated) - $225,000
- Professional engineering, surveying, legal, landscaping, rendering, and project management services $125,000

4.1 Support of Rancho Cordova General Plan

Gold Crossing

- Approval results in private funding to improve a Rancho Property
- Approval results in improved safety and health standards
- Approval results in an upgraded property with significant face lift & improved curb appeal that benefits the Coloma Road Corridor.
- Approval results in an ownership opportunity for existing citizens of Rancho Cordova (special incentives to local buyers)
- Major property investment: We are prepared to spend $1,300,000 to improve the property, all of this offers benefits to the City of Rancho Cordova
- This is an excellent opportunity to upgrade a property that has 40-50 plus years of useful life as evidenced by a contractor and appraiser.
- Finally we have virtually no public opposition and tremendous public support from tenants, neighbors and many Rancho Cordova citizens as reflected in our many signed petitions

Moffitt Construction

Robin Moffitt

License # B361105

TELEPHONE: 916-765-5934
FAX: 916-987-1092
Moff4@ulink.net

Robin Moffit
Re: Inspection of Gold Crossing Apartments

Dear Mr. Kramer,

Per your request I inspected your property at 10880 Coloma Road on the 28th of February to evaluate the current condition to determine useful life of the property. While I am not a licensed building inspector, I have been a licensed General Contractor for 35 years and feel confident in my ability to give good perspective about the condition of your property. I believe that there are solid fundamental building components of this property. Here are my findings in that regard:

1. Stucco Exterior is the exterior of these buildings which is in very good condition and far better than any wood siding material which would likely have dry rot damage to deal with either now or in the future.
2. Pitched Roofs are a definite positive benefit to these buildings and not common in this era of construction. This results in better drainage and longer lasting roofs. The roofs seem to be in good condition. These are low slope roofs several of which look new. This roof type should last 20 years as opposed to flat roofs which need to be replaced in the 5-10 year time frame.
3. Rot Iron fencing is in good condition and there is no evidence of failure in any areas.
4. Concrete steps are a great benefit over other materials (such as wood) and should have a much longer life than any other construction type.
5. The exterior walls are insulated on these buildings. This appears to have been done post construction, as an improvement and is a definite benefit to owner and residents.
6. The electrical is grounded and all units are individually metered.
7. The plumbing is copper piping and there is no visible evidence of any plumbing issues at the property.

8. Slope and Drainage looks to be very favorable as well on the property. There was no evidence of standing water even after a fairly heavy rain which occurred just prior to my inspection.

Suggested improvements are as follows:

1. **Windows** are currently single paned and are functional, but could be replaced with dual pane to eliminate moisture and condensation challenges as well as reducing noise levels. This will also result in much improved energy efficiency.
2. **Fascia boards** are in poor condition in numerous places and should be repaired or replaced to improve useful life.
3. **Stucco** is in good condition but some minor patch work could be done to improve some buildings cosmetically.

In my opinion this property *properly maintained* should have 40-50 years of useful life remaining.

Robin K. Moffitt
General Contractor

Attachment 6
Provisions for benefit of the City noted in margin.

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

SPROUL TROST, LLP
Attn: Curtis C. Sproul, Esq.
2424 Professional Drive
Roseville, California 95661

(Space Above For Recorder's Use)

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GOLD CROSSING

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GOLD CROSSING

This Declaration is made by K&C Investments, Inc., a California corporation (the "Declarant").

RECITALS

A. The Declarant is the owner of that certain real property located in the City of Rancho Cordova, Sacramento County, California, that is more particularly described in Exhibit "A" (the " Property"). The Property has been improved by the construction of twenty (20) buildings, each of which is located on a separate Lot as shown on the Subdivision Map (the "Buildings"), as well as parking areas, landscaped areas, and a swimming pool and surrounding deck area that are located on Common Area Lot ___, as shown on the Subdivision Map. Each Building contains four residential apartment units, The Buildings and other Common Area improvements located within the Property are commonly known as "Gold Crossing" and are sometimes referred to in this Declaration as the "Development".

B. It is the intention of the Declarant to sell and convey each Building in the Development to Owners, subject to the protective covenants, conditions, restrictions, limitations, reservations, liens, grants of easements, rights, rights of way, charges and equitable servitudes between the Declarant and such Owners as set forth in this Declaration and any duly adopted amendments to this Declaration.

D. Accordingly, the Declarant hereby declares that all of the real property comprising the Development shall be held, sold and conveyed subject to the following easements, restrictions, associations, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots and Common Areas of the Development. These covenants, easements, restrictions, conditions, associations and reservations: (i) create a general plan and scheme for the subdivision development, sale and use of the Development as a "planned development" as that term is defined in California Civil Code section 1351(k); (ii) are for the benefit and protection of the Development and its Owners and for the protection and enhancement of the desirability, value and attractiveness of all Lots, Common Areas and other parcels of property located therein; (iii) run with the real property comprising the Development and bind all parties having or acquiring any right, title or interest in the Development or any part thereof; and (iv) inure to the benefit of the successors and assigns of each Owner of any property within the Development.

E. Finally, it is the intention of the Declarant to convey to the Association the "Common Areas" and "Common Facilities" located within the Development to be owned and maintained by the Association and reserved exclusively for the use and enjoyment of the

Members of the Association, their tenants, lessees, guests and invitees, subject to the terms and conditions of this Declaration and the other Governing Documents.

ARTICLE I
Definitions

Section 1.01. "Architectural Committee" means the committee by that name formed pursuant to Article V, below.

Section 1.02. "Architectural Guidelines" means the guidelines for Improvement projects and procedural rules of the Architectural Committee adopted in accordance with Section 5.05, below.

Section 1.03. "Articles" means the Articles of Incorporation of the Association, which are filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

Section 1.04. "Assessment" means any Regular, Special or Special Individual Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of Article IV, below.

Section 1.05. "Association" means Gold Crossing Owners' Association, a California nonprofit mutual benefit corporation, its successors and assigns. The Association is an "association" as defined in California Civil Code section 1351(a).

Section 1.06. "Association Rules" means the rules, regulations and policies adopted by the Board of Directors, pursuant to Section 3.08, below, as the same may be in effect from time to time. Once the Architectural Committee is a committee whose members are all appointed by the Association's Board of Directors (see Section 5.02, below) the Association Rules shall also include the Architectural Guidelines adopted pursuant to Section 5.05, below.

Section 1.07. "Board of Directors" or "Board" means the Board of Directors of the Association.

Section 1.08. "Building" means each of the Buildings now constructed or hereafter constructed, reconstructed, and located on Lots 1 through 20, as shown on the Subdivision Map for the Development.

Section 1.09. "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 1.10. "City" means the incorporated municipal City of Rancho Cordova, in the County of Sacramento, State of California, and its various departments, divisions, employees and representatives.

Section 1.11. "Common Area" means all real property owned, controlled or maintained by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is Lot ___, as shown on the Subdivision Map. Unless the context clearly indicates a contrary intent, any reference herein to the "Common Area" shall also include any Common Facilities located thereon.

Section 1.12. "Common Expense" means any use of Common Funds authorized by Article IV, below, and Article IX of the Bylaws and includes, without limitation: (a) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Area and Common Facilities; (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board of Directors; (c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Areas and Common Facilities, and for nonpayment of any Assessments; and (d) the use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

Section 1.13. "Common Facilities" means the swimming pool, pool storage and pump house, pool furniture, -as shown on the Subdivision Maps and the trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, berms, pipes, lines, lighting fixtures, buildings, structures and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area and owned by the Association.

Section 1.14. "Conditions of Approval" means and refers to [insert correct reference to the Conditions of Approval for the Project imposed by the City of Rancho Cordova].

Section 1.15 "County" means the County of Sacramento, State of California, and its various departments, divisions, employees and representatives.

Section 1.16. "Declarant" means K & C Investments, Inc., a California corporation. The term "Declarant" shall also mean any successor or assign of the Declarant, if (i) a certificate, signed by the Declarant and Declarant's successor or assign (if any), has been recorded in the County in which the successor or assign assumes the rights and duties of the Declarant to some portion of the Development or (ii) such successor or assign acquires all remaining Lots within the Development (so long as the acquired property includes more than five Lots).

Section 1.17. "Declaration" means this instrument, as it may be amended from time to time.

Section 1.18. "Development" means the common interest development that is being implemented pursuant to the plan of development set forth in this Declaration, the Subdivision Map, and the other Governing Documents for Gold Crossing. At times herein, the terms "Development" and "Gold Crossing" are used interchangeably.

Section 1.19. "Emergency Assessment" means an Assessment that the Master

Association is authorized and empowered to impose under the limited circumstances defined in California Civil Code section 1366(b) and Section 4.05, below.

Section 1.20. "Governing Documents" is a collective term that means and refers to this Declaration and to the Articles, the Bylaws and the Association Rules.

Section 1.21. "Improvement" as used herein includes, without limitation, any improvement or project undertaken or contemplated by an Owner (other than the Declarant) within any portion of the Development involving the construction, installation, alteration or remodeling of the roof or exterior surfaces of any Building, including, without limitation any proposed change in the exterior color scheme of any Building. Improvement projects, as so defined, require the prior review and approval of the Architectural Committee pursuant to Article V, below. Improvement or remodeling projects that are confined exclusively to the interior of a Building or a Residence Unit in a Building shall not be considered as Improvement projects for purposes of the prior review and approval requirements of Article V, below.

Section 1.22. "Lot" means any parcel of real property designated by a number on the Subdivision Map for any portion of the Development, excluding the Common Area. When appropriate within the context of this Declaration, the term "Lot" shall also include the Building and other Improvements constructed on the Lot.

Section 1.23. "Majority of a Quorum" means the vote of a majority of the votes cast at a meeting or by written ballot when the number of Members attending the meeting in person or by proxy or the number of members casting written ballots equals or exceeds the quorum requirement for Member action, as specified by the Bylaws or otherwise by statute.

Section 1.24. "Member" means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to Section 13.06, below.

Section 1.25. "Mortgage" means any security device encumbering all or any portion of the Development, including any deed of trust. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense.

Section 1.26. "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Lot. The term "Owner" shall include the Declarant for so long as the Declarant possesses any Lot within the Development, and, except where the context otherwise requires, the family, guests, tenants and invitees of an Owner. If a Lot is transferred or conveyed to a trust, the Owner is the trustee or the co-trustee of such trust.

Section 1.27. "Owner of Record" means any person, firm, corporation or other entity in which title to a Lot is vested as shown by the official records of the Office of the County Recorder.

Section 1.28. "Public Report" means a final subdivision public report issued by the Department of Real Estate in compliance with California Business and Professions Code section 11000 et seq., or any similar California statute hereafter enacted.

Section 1.29. "Record" means, with respect to any document, the recordation or filing of such document in the Office of the County Recorder.

Section 1.30. "Regular Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Section 4.02, below.

Section 1.31. "Reserves" means those Common Expenses for which Association funds are set aside pursuant to Article IV of this Declaration and California Civil Code section 1365.5 for funding the periodic painting, maintenance, repair and replacement of the major components of the Common Areas which would not reasonably be expected to recur on an annual or less frequent basis. The amounts required to properly fund Reserves shall be determined annually by the Board in accordance with the standards prescribed by maintenance cost guidelines prepared in accordance with California Civil Code sections 1365(a) and 1365.5(e) and prudent property management practices generally applied in "common interest developments" (as that term is defined in California Civil Code section 1351(c)) in the geographic region in which the Development is located.

Section 1.32. "Residence Unit" means a private, single-family dwelling unit located in a Building within the Development.

Section 1.33. "Single Family Residential Use" means occupation and use of a Residence Unit for single family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy single family residential dwellings.

Section 1.34. "Special Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Section 4.03, below.

Section 1.35. "Special Individual Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Section 4.04, below.

Section 1.36. "Subdivision Map" means the map for the Development.

Section 1.37. "Voting Power" means those Members who are eligible to vote for the election of directors or with respect to any other matter, issue or proposal properly presented to the Members for approval at any time a determination of voting rights is made. To be part of the Voting Power, a Member must be in good standing, as defined in the Bylaws and/or the Association Rules.

ARTICLE II
Property Rights and Obligations of Owners

Section 2.01. Declaration Regarding the Property Comprising the Development.

(a) Property Subject to Declaration. The Property and the Buildings and other improvements located thereon shall be held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied and improved only upon compliance with and subject to the provisions of this Declaration, which is hereby declared to: (i) be in furtherance of a plan for the subdivision of the Development and the sale of residential Lots within the Development; (ii) be for the benefit and protection of the Development and to enhance the desirability, value and attractiveness of the property and improvements comprising the Development; (iii) be for the benefit of the Owners; (iv) run with the land and be binding upon all parties having or acquiring any right, title or interest in the Development or any portion thereof; (v) inure to the benefit of every portion of the Development and any interest therein; and (vi) inure to the benefit of and be binding upon each Owner, the Declarant and each successor in interest of the Declarant as long as the Declarant or any successor shall hold an interest in any portion of the Development.

(b) Binding Effect on Successors In Interest. Each conveyance, transfer, sale, assignment, lease or sublease made by the Declarant of the Common Area and of any Lot in the Development shall be deemed to incorporate by reference all of the provisions of this Declaration. All present and future Owners, tenants and occupants within the Development shall be subject to, and shall comply with, each and every provision of the Governing Documents, as the same shall be amended from time to time unless a particular provision of the Governing Documents is specifically restricted to one or more classes of persons (i.e., Owners, tenants, invitees, etc.). The acceptance of a deed to any Lot, the execution of a lease, sublease or contract of sale with respect to any Lot, or the entering into occupancy of any Residence Unit shall make the provisions of this Declaration binding upon said persons and they shall thereafter be obligated to observe and comply with all Governing Documents.

Section 2.02. Property Rights in Common Area.

(a) Fee Title in Association. The Declarant shall convey fee simple title to the Common Area of the Development to the Association, free of all encumbrances and liens, with the exception of current real property taxes (which shall be prorated as of the date of such conveyance) and any easements, conditions and reservations then of record, including those set forth in this Declaration. Such conveyance shall be made prior to, or concurrently with, the first transfer or conveyance by the Declarant of a Lot in the Development to a purchaser pursuant to a Department of Real Estate Public Report.

(b) Rights of Owners in Common Areas. The interest of each Lot Owner in and to the use and benefit of the Common Area and the Common Facilities shall be appurtenant to the Lot owned by the Owner and shall not be sold, conveyed or otherwise transferred by the Owner separately from the ownership interest in the Lot. Any sale, transfer or conveyance of such Lot shall transfer the appurtenant right to use and enjoy the Common Area and Common Facilities. There shall be no judicial partition of the Common Area or any part thereof, and each Owner, whether by deed, gift, devise, or operation of law for his or her own benefit and for the benefit of all other Owners specifically waives and abandons all rights, interest and causes of action for a judicial partition of any ownership interest in the Common Area and does further covenant that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The rights of all Owners in the Common Area shall be further subject to the requirements and restrictions

set forth in Section 2.03, below.

Section 2.03. Owners' Nonexclusive Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area, including ingress and egress to and from his or her Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Right of Association to Adopt Rules. The right of the Association to adopt Association Rules as provided in Section 3.08, below, regulating the use and enjoyment of the Development for the benefit and well-being of the Owners in common, and, in the event of the breach of such rules or any provision of any Governing Document by any Owner or tenant, to initiate disciplinary action against the violating Owner or tenant in accordance with Section 13.06, below. Such action may include the levying of fines and/or the temporary suspension of the voting rights and/or the right to use the Common Facilities, other than roads, by any Owner and the Owner's tenants and guests.

(b) Right to Incur Indebtedness. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and Common Facilities.

(c) Rights of Dedication. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners; provided, however, that no such dedication or transfer shall be effective unless an instrument, approved by at least two-thirds of the voting power of the Members and their first Mortgagees consenting to such dedication or transfer, has been Recorded. Furthermore, no dedication shall be permitted that impairs the ingress and egress to any Lot. The instrument effecting the dedication may be executed in counterparts so long as each counterpart is in recordable form.

(d) Rights of Easement Holders. All easements affecting the Common Area which are described in Article IX, below.

(e) Rights of Use by the Declarant. The right of the Declarant and its employees, sales agents, prospective purchasers, customers and representatives to enter upon and to use the Common Areas for development and sales activities in accordance with Section 16.03, below. Such use shall not unreasonably interfere with the rights of use and enjoyment of the other Owners as provided herein.

Section 2.04. Delegation of Use.

(a) Delegation of Use and Leasing of Residence Units. Any Owner may delegate his or her rights to use and enjoy the Common Area and Common Facilities to his or her family members or tenants, lessees or contract purchasers who reside in any Residence Unit in the Owner's Building; provided, however, that any rental or lease of a Residence Unit may only be to a single family for Single Family Residential Use.

(b) Requirements That Must Be Observed In All Residential Leases. The following specific limitations shall apply to all leases or tenancies of a Residence Unit within the Development: (i) no Residence Unit may be leased or rented for a period of less than ninety (90) days; (ii) the rental shall apply to not less than an entire Residence Unit including its appurtenant rights (except voting rights in the Association which may not be transferred to a tenant or lessee); and (iii) any rental of a Residence Unit shall be evidenced by a written lease or rental agreement which shall provide that the tenancy is subject to the terms of the Governing Documents and that any failure of the tenant to comply with the terms of any Governing Document relating to residential leases, property use restrictions or the use and enjoyment of any portion of the Common Areas and Common Facilities shall constitute a default under the lease or rental agreement and shall entitle the Owner to terminate the tenancy upon thirty (30) days' written notice. The Owner-lessor's right to terminate a lease or rental agreement for a Residence Unit on account of the tenant's violation of the Governing Documents shall in no way restrict the right of the Association, the Declarant (for so long as the Declarant owns any Lot or Lots in the Development), or any Owner to enforce the Governing Documents in accordance with Article XIII, below, when the Owner's tenant is violating the Governing Documents.

(c) Discipline of Lessees. Subject to subparagraph (d) below, in the event that any tenant or lessee fails to honor the provisions of any Governing Document, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances in order to preserve the quiet enjoyment of other Owners and residents within the Development. Without limiting the foregoing, the Association's actions in response to a tenant's violation of the Governing Documents may include: (i) suspension of the tenant's privileges to use the Association's Common Area recreational facilities; or (ii) the imposition of fines and penalties against the Owner-lessor of the Residence Unit.

(d) Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Development or to preserve the rights of quiet enjoyment of other Owners, the Association shall have no right to initiate disciplinary action against an Owner-lessor (or the Owner's lessee or tenant) on account of the misconduct of the Owner's lessee or tenant of a Residence Unit unless and until the following conditions have been satisfied: (i) the Owner has received written notice from the Board, the Association's property manager or an authorized committee of the Board detailing the nature of the lessee's/tenant's alleged infraction or misconduct and advising the Owner of his or her right to a hearing on the matter in the event the Owner believes that remedial or disciplinary action is unwarranted or unnecessary; (ii) the Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, if one is requested by the Owner; and (iii) the Owner has failed to prevent or correct the tenant's objectionable actions or misconduct. Any hearing requested hereunder shall be conducted in accordance with Section 13.06, below.

Section 2.06. Obligations of Owners. Owners of Lots within the Development shall be subject to the following obligations:

(a) Owner's Duty to Notify Association of Tenants and Contract Purchasers. Each Owner shall notify the secretary of the Association or the Association's property manager, if any,

of the names of any contract purchaser of the Owner's Building or tenant residing in any Residence Unit in the Owner's Building.

(b) Contract Purchasers. A contract seller of a Building and Lot must delegate his or her voting rights as a Member of the Association and his or her right to use and enjoy the Common Area and Common Facilities to any contract purchaser in possession of the property. Notwithstanding the foregoing, the contract seller shall remain liable for any default in the payment of Assessments by the contract purchaser until title to the property sold has been transferred to the purchaser.

(c) Notification to Prospective Purchasers Regarding Governing Documents.

(i) As more particularly provided in California Civil Code section 1368, as soon as practicable before transfer of title or the execution of a real property sales contract with respect to any Lot, the Owner thereof must give the prospective purchaser:

(A) a copy of the Governing Documents;

(B) a copy of the most recent documents distributed by the Association pursuant to California Civil Code section 1365 (see Article XII of the Bylaws);

(C) a true statement ("delinquency statement") in writing from an authorized representative of the Association as to: (1) the amount of the Association's current regular and special assessments and fees; (2) the amount of any assessments levied upon the Owners Lot that remain unpaid as of the date of the delinquency statement and any monetary fines or penalties levied upon the Owner's Lot an unpaid as of the date of the delinquency statement. The delinquency statement shall also include true information on late charges, interest, and costs of collection that, as of the date of the delinquency statement, are or may become a lien against the Owner's Lot pursuant to Civil Code sections 1367 and 1367.1;

(D) a copy or a summary of any notice previously sent to the Owner pursuant to Civil Code section 1363(h), that sets forth any alleged violations of the Governing Documents that remain unresolved at the time of the request; and

(E) a statement disclosing any change in the Association's current Regular and Special Assessments and fees which have been approved by the Board but have not become due and payable as of the date the information is provided.

(ii) Within ten (10) days of the mailing or delivery of a request for the information described in subparagraph (c)(i), above, the Association shall provide the Owner with copies of the requested items. The items that the Association is obligated to provide pursuant to this subparagraph (c) may be maintained in electronic form and requesting parties shall have the option of receiving them by electronic transmission or machine readable storage media if the Association maintains these items in electronic form. The Association may charge a reasonable fee for these serve based upon the Association's actual cost to procure, prepare, and reproduce the requested items.

(iii) The provisions of this subparagraph (c), except for those provisions relating to the furnishing of a delinquency statement, shall not apply to any Owner who is subject to the requirements of California Business and Professions Code section 11018.1 (i.e., the obligation to provide prospective purchasers with a California Department of Real Estate Public Report in connection with the sale of a Lot).

(d) Payment of Assessments and Compliance with Rules. Each Owner shall pay, when due, each Regular, Special and Special Individual Assessment levied against the Owner and his or her Lot and shall observe, comply with and abide by any and all rules and regulations set forth in, or promulgated by the Association pursuant to, any Governing Document for the purpose of protecting the interests of all Owners or protecting the Common Area and Common Facilities.

(e) Discharge of Assessment Liens. Each Owner shall promptly discharge any Assessment lien that may hereafter become a charge against his or her Lot.

(f) Joint Ownership of Lots. In the event of joint ownership of any Building and Lot, the obligations and liabilities of the multiple Owners under the Governing Documents shall be joint and several. Without limiting the foregoing, this subparagraph (f) shall apply to all obligations, duties and responsibilities of Owners as set forth in this Declaration including, without limitation, the payment of all Assessments.

ARTICLE III
Gold Crossing Owners' Association

Section 3.01. Formation. The Gold Crossing Owners' Association is a California nonprofit mutual benefit corporation. On or before the first close of escrow for the sale of a Lot in the Development to an Owner, the Declarant shall convey fee simple title to the Common Area of the Development to the Association and thereupon the Association shall be charged with the duties and invested with the powers set forth in the Governing Documents, including, but not limited to, the ownership, control, maintenance and repair of the Common Area and Common Facilities.

Section 3.02. Association Action; Board of Directors and Officers. With the exception of those matters requiring approval of Members under the Governing Documents or California law, the affairs of the Association shall be conducted and all corporate powers shall be exercised by the Board of Directors and such officers as the Board may elect or appoint. Except as otherwise provided in the Governing Documents or California law, all matters requiring the approval of Members shall be deemed approved if approved by a Majority of a Quorum of the Members.

Section 3.03. Membership.

(a) Qualifications. Each Owner of a Lot, including the Declarant, shall be a Member

of the Association. An Owner shall hold one membership in the Association for each Lot in the Development that the Member owns. Sole or joint ownership of a Lot shall be the sole qualification for membership in the Association. Each Owner shall remain a Member of the Association until his or her ownership of, or ownership interest in, all Lots in the Development ceases, at which time the Owner's membership in the Association shall automatically cease. Persons or entities who hold an interest in a Lot merely as security for performance of an obligation are not Members.

(b) Members' Rights and Duties. Membership in the Association shall give rise to the rights, duties, and obligations set forth in this Declaration and the other the Governing Documents of the Association, and any amendments thereto.

Section 3.04. Membership Voting.

(a) Commencement of Voting Rights. Unless the sale of Lots within the Development is subject to a subsidization plan, approved by the California Commissioner of Real Estate which provides otherwise, voting rights attributable to the ownership of Lots shall not vest until Assessments against those Lots have been levied by the Association.

(b) Classes of Membership. The Association shall have two (2) classes of voting membership, namely a Class A Members which shall initially consist of all Owners of Lots except the Declarant and a Class B Membership which shall be held by the Declarant. The voting rights and other privileges of the two (2) classes of membership and the conversion of the Declarant's Class B membership into Class A membership shall be as set forth in Article IV of the Bylaws.

(c) Suspension of Voting Rights. Voting rights may be temporarily suspended under those circumstances described in Section 13.06, below.

(d) Intent of Provisions Imposing Limitations on the Declarant Voting Rights. With the exception of any membership vote pursuant to Section 3.11, below (relating to the enforcement of bonded obligations), no provision of any Governing Document requiring approval of a prescribed majority of the voting power of the Association other than the Declarant is intended to preclude the Declarant from casting votes attributable to any Lots owned by the Declarant. Instead, what is required is the matter receive the approval of a bare majority of the Class B voting power as well as the approval of the prescribed majority of the Class A voting power. Once the Class B membership has been converted to Class A membership, the intent is to require the approval of a bare majority of the total voting power of the Association as well as the approval of the prescribed majority of the total voting power of the Association other than the Declarant.

Section 3.05. Assessments. The Association shall have the power to establish, fix and levy Assessments against the Owners of Lots within the Development and to enforce payment of such Assessments, as more particularly provided in Article IV, below. Any Assessments levied by the Association against its Members shall be levied in accordance with, and pursuant to, the provisions of this Declaration.

Section 3.06. Transfer of Memberships. Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale of the Lot to which it is appurtenant, and then only to the purchaser. In the case of a sale, the membership appurtenant to the transferred Lot shall pass automatically to the purchaser upon the Recordation of a deed evidencing the transfer of title. In the case of an encumbrance recorded with respect to any Lot, the Mortgagee shall not possess any membership rights until the Mortgagee becomes an Owner by foreclosure or acceptance of a deed in lieu thereof. Tenants who are delegated rights of use pursuant to the rental or lease of a Residence Unit (see Section 2.04, above) do not thereby become Members, although the tenant and his or her family and guests shall at all times be subject to the property use restrictions and enforcement/disciplinary provisions of the Governing Documents. If any Owner fails or refuses to transfer the membership registered in his or her name to the purchaser of his or her Lot, the Association shall have the right to record the transfer upon its books and thereupon any other membership outstanding in the name of the seller shall be null and void.

Section 3.07. Powers and Authority of the Association.

(a) Powers, Generally. The Association shall have the responsibility of owning, managing and maintaining the Common Areas and Common Facilities and discharging the other duties and responsibilities imposed on the Association by the Governing Documents. In the discharge of such responsibilities and duties, the Association shall have all of the powers of a nonprofit mutual benefit corporation organized under the laws of the State of California in the ownership and management of its properties and the discharge of its responsibilities hereunder for the benefit of its Members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The specific powers of the Association and the limitations thereon are set forth in Article IX of the Bylaws.

(b) Minimum Requirements for Management of the Association. From and after the recordation date of this Declaration, the Association's Board of Directors shall be obligated to retain the services of a Certified Common Interest Development Manager, as defined in Business and Professions Code sections 11502 and 11504, to assist the Association and its Board in the day-to-day management and maintenance of the Association and the Development and to assist and provide management services that will facilitate the Association's compliance with its obligations under this Declaration, the other Governing Documents of the Association, the Davis-Stirling Common Interest Development Act (California Civil Code section 1350 et seq.) and the California Nonprofit Mutual Benefit Corporation Law (California Corporations Code section 7110 et seq.).

(c) Association's Limited Right of Entry.

(i) Right of Entry, Generally. Without limiting the foregoing description of

powers, but in addition thereto, the Association and its agents shall have the right and power to enter any Lot to perform the Association's obligations under this Declaration, including: (A) obligations to enforce the architectural review and approval requirements, minimum construction standards and/or land use restrictions of Articles V, VI and VIII, below; (B) any obligations with respect to construction, maintenance and repair of adjacent Common Facilities; or (C) to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, any portion of the Development or the Owners in common.

(ii) Limitations on Exercise of Right. The Association's right of entry pursuant to this subparagraph (b) shall be subject to the following:

(A) The right of entry may be exercised immediately and without prior notice to the Owner or resident in case of an emergency originating in or threatening the Lot where entry is required or any adjoining Lots or Common Area. The Association's work may be performed under such circumstances whether or not the Owner or his or her lessee is present.

(B) In all non-emergency situations involving routine repair and/or maintenance activities, the Association or its agents shall furnish the Owner or his or her lessee with at least twenty-four (24) hours prior written notice of its intent to enter the Lot, specifying the purpose and scheduled time of such entry, and shall make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing on the Lot.

(C) In all non-emergency situations involving access by the Association for purposes of enforcing the Governing Documents against an Owner in default, the Association's entry shall be subject to observance of the notice and hearing requirements imposed by Section 13.06, below.

(D) In no event shall the Association's right of entry hereunder be construed to permit the Association or its agents to enter any Residence Unit without the express permission of the Owner or tenant.

Section 3.08. Association Rules.

(a) Rule Making Power. The Board may, from time to time and subject to the provisions of this Declaration, propose, enact and amend rules and regulations of general application to the Owners ("Association Rules"). The Association Rules may concern, but need not be limited to: (i) matters pertaining to use of the Common Area and Common Facilities; (ii) architectural control and the rules of the Architectural Committee under Article V, below (iii) regulation of pet ownership, parking, signs, collection and disposal of refuse and other matters subject to regulation and restriction under Article VIII, below; (iv) collection of delinquent Assessments; (v) minimum standards of maintenance of landscaping or other Improvements on any Lot; (vi) the conduct of disciplinary proceedings in accordance with Section 13.06, below, (vii) and any other subject or matter within the jurisdiction of the Association as provided in the Governing Documents. Once the authority to appoint members of the Architectural Committee is

vested solely in the Board of Directors of the Association, the Association Rules shall also include the Architectural Guidelines.

Notwithstanding the foregoing grant of authority, the Association Rules shall not be inconsistent with or materially alter any provision of the Governing Documents or the rights, preferences and privileges of the Owners thereunder. In the event of any material conflict between any Association Rule and the provisions of any other Governing Document, the conflicting provisions contained in the other Governing Document shall prevail. All Association Rules shall be adopted, amended and repealed (as the case may be) in good faith and in substantial compliance with this Declaration and California Civil Code sections 1357.100 through 1357.150.

(b) Distribution of Rules. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

(c) Adoption and Amendment of Rules.

(i) Requirement of Prior Notice to the Members of Certain Operating Rules or Amendments Thereto. California Civil Code section 1357.100 defines an "Operating Rule" as an Association Rule or regulation that applies generally to the management and operation of the Development or to the conduct of the business and affairs of the Association. That Civil Code section further defines a "Rule Change" as any adoption, amendment, or repeal of an Operating Rule by the Board of Directors. Civil Code section 1357.120 identifies five types of Operating Rules (and Rule Changes involving such Operating Rules) that must first be provided to the members in writing at least thirty (30) days prior to the Board taking action to implement the Rule Change. The notice must include the text of the proposed Rule Change and a description of the purpose and effect of the proposed Rule Change. This requirement of prior notice to the Members applies only to Operating Rules that relate to one or more of the following subjects:

(A) Use of the Common Areas of the Development;

(B) Use of any Lot in the Development (including Architectural Guidelines);

(C) Member discipline, including any schedule of monetary penalties for violation of the Governing Documents and any procedure for the imposition of penalties;

(D) Any standards for delinquent assessment payment plans;

(E) Any procedures adopted by the Association for resolution of disputes;

(F) Any procedures for reviewing and approving or disapproving a proposed physical change to an Owner's Lot or to the Common Area of the Development; and

(G) Procedures for the conduct of elections.

Specifically excluded by Civil Code section 1357.120 from the requirement of prior notice to Members are the following actions of the Board, regardless of whether those actions may be construed as being Association Rules or "Operating Rules", as defined in the Civil Code: (i) any Rule Change that the Board adopts to address an imminent threat to public health or safety or imminent risk of substantial economic loss to the Association (such "emergency rules" can be adopted and remain in effect for up to 120 days); (ii) decisions regarding maintenance of the Common Areas or Common Facilities; (iii) a decision on a specific matter that is not intended to apply to all Members, generally; (iv) establishing the amount of an assessment; (v) adoption of a Rule Change that is required by law (if the Board of Directors has no discretion regarding the substantive effect of the Rule Change); and (vi) issuance of a document that merely repeats existing law or the Governing Documents.

With respect solely to Operating Rules and/or Rule Changes listed in subparagraphs (A) through (E), of paragraph (c)(i) above, Civil Code section 1357.140 gives Members owning five percent or more of the Lots in the Development the right to demand that a special meeting of the Members be called to reverse a proposed Rule Change, so long as the request for the special meeting is delivered to the Association not more than thirty (30) days after the Members are given notice of the Rule Change. If a proper and timely demand for a special meeting to vote to rescind an Operating Rule or Rule Change is tendered to the Association, the Board shall establish the date, time and location of the meeting and provide notice thereof to the Members in accordance with Corporations Code Section 7511(c).

So long as a quorum of the Members is present at any such meeting, the Rule Change can be reversed on the affirmative vote of a Majority of a Quorum of the Members, with each Member having one vote on the matter for each Lot owned. If the Members vote to reverse an Operating rule or a Rule Change, the Board may not take action to readopt the Operating Rule or Rule Change for a period of one year after the date of the special meeting where reversal of the Operating Rule or Rule Change was approved; provided, however, that this provision is not intended to preclude the Board from adopting a different Operating Rule or Rule Change on the same subject as the Rule Change that was successfully reversed. As soon as possible following the close of voting on any proposal to reverse an Operating Rule or Rule Change, but not more than fifteen (15) days after the close of voting, the Board shall provide notice to each Member of the results of the Member vote by personal delivery or first-class mail.

(ii) Minimum Content for Election Rules. Civil Code section 1363.03 requires associations to adopt rules regarding the conduct of elections that do all of the following:

(A) Ensure that any candidate or member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign so long as the access is reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view (whether or not endorsed by the Board). The Association may not edit or redact any content from these campaign communications, but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content.

(B) Ensure access to the Common Area meeting space, if any exists, during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all Members advocating a point of view (whether or not endorsed by the Board) so long as use of the space is for a purpose that is reasonably related to the election.

(C) Specify the qualifications for candidates for election to the Board of Directors and any other elected position, and procedures for the nomination of candidates. A nomination or election procedure shall not be deemed reasonable if it disallows any Member of the Association from nominating himself or herself for election to the Board.

(D) Specify the qualifications for voting, the voting power of each membership, the authenticity, validity, and effect of proxies, and the voting period for elections, including the times at which polls will open and close.

(E) Specify a method of selecting one or three inspectors of election by the Board of Directors.

(iii) Adoption of Other Association Rules. Except as provided in subparagraph (c)(i), above, with respect to certain Operating Rules and Rule Changes that must first be distributed to the Members, other Association Rules may be adopted or amended from time to time by majority vote of the Board, provided, however, that no Association Rule or amendment thereto shall be adopted by the Board until at least thirty (30) days after the proposed rule or rule amendment has been distributed in writing to each Member, along with a description of the purpose and effect of the proposed Association Rule or amendment thereto. The notice describing the proposed rule or amendment shall also set forth the date, time and location of the Board meeting at which action on the proposal is scheduled to be taken. Any duly adopted rule or amendment to the Association Rules shall become effective immediately following the date of adoption thereof by the Board, or at such later date as the Board may deem appropriate. Any duly adopted rule or rule amendment shall be distributed to the Owners by mail or personal delivery.

(iv) Prohibition on Adoption of Certain Rules. In accordance with Civil Code section 1368.1, any rule or regulation of an association that arbitrarily or unreasonably restricts an Owner's ability to market his or her Lot or Building is void. Without limiting the foregoing, in no event shall the Association be entitled to impose an Assessment or fee in connection with the marketing of an Owner's Lot or Building in an amount that exceeds the Association's actual and direct costs (see also, Section 4.01(e), below).

Section 3.09. Breach of Rules or Restrictions. Any breach of the Association Rules or of any other Governing Document provision shall give rise to the rights and remedies set forth in Article XIII, below.

Section 3.10. Limitation on Liability of the Association's Directors and Officers.

(a) Claims Regarding Breach of Duty. No director or officer of the Association

(collectively and individually referred to as the "Released Party") shall be personally liable to any of the Members, or to any other person, for any error or omission in the discharge of his or her duties and responsibilities or for his or her failure to provide any service required under the Governing Documents; provided that such Released Party has, upon the basis of such information as he or she possessed, acted in good faith, in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Without limiting the generality of the foregoing, this standard of care and limitation of liability shall extend to such matters as the establishment of the Association's annual financial budget, the funding of Association capital replacement and reserve accounts, repair and maintenance of Common Areas and Common Facilities and enforcement of the Governing Documents.

(b) Other Claims Involving Tortious Acts and Property Damage. No person who suffers bodily injury (including, without limitation, emotional distress or wrongful death) as a result of the tortious act or omission of a volunteer member of the Board or volunteer officer of the Association shall recover damages from such Board member or officer if all of the following conditions are satisfied:

(i) The Board member or officer owns no more than two Lots;

(ii) The act or omission was performed within the scope of the volunteer Board member's or officer's Association duties;

(iii) The act or omission was performed in good faith;

(iv) The act or omission was not willful, wanton, or grossly negligent;

(v) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim is made general liability insurance with coverage of at least Five Hundred Thousand Dollars ($500,000).

The payment of actual expenses incurred by a Board member or officer in the execution of such person's Association duties shall not affect such person's status as a volunteer Board member or officer for the purposes of this Section. The provisions of this subparagraph (b) are intended to reflect the protections accorded to volunteer directors and officers of Associations pursuant to California Civil Code section 1365.7. In the event that section of the Civil Code is amended or superseded by another, similar provision of the California statutes, this subparagraph (b) shall be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor Civil Code provision.

ARTICLE IV
Assessments

Section 4.01. Assessments Generally.

(a) Covenant to Pay Assessments. The Declarant, for each Lot owned within the Development, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), covenants and agrees to pay to the Association: (i) Regular Assessments; (ii) Special Assessments; and (iii) Special Individual Assessments. Each such Assessment shall be established and collected as hereinafter provided.

(b) Extent of Owner's Personal Obligation for Assessments. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a debt and a personal obligation of the person who is the Owner of the Lot at the time the Assessment is levied. Each Owner who acquires title to a Lot (whether by conventional conveyance, at a judicial sale, trustee's sale or otherwise) shall be personally liable only for Assessments attributable to the Lot which become due and payable after the date that the person acquires title. Accordingly, when a person acquires title to a Lot, he or she shall not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability. However, if the acquired Lot is conveyed subject to a valid lien for delinquent Assessments (and related costs of collection), the Association may continue to exercise its foreclosure remedies against the Lot, regardless of the change of ownership, and/or the Association may pursue its collection remedies against the prior Owner, individually.

(c) Creation of Assessment Lien. All Assessments and fees, other than Special Individual Assessments, together with late charges, interest, and reasonable costs for the collection thereof (including reasonable attorneys' fees), shall be a personal obligation of the assessed Owner as of the date that the Assessment is levied. In addition, the amount of the Assessment, plus any costs of collection, late charges, and interest assessed in accordance with section 1366 of the Act shall be a lien on the Owner's Lot from and after the time the Association causes to be recorded in the Official Records of the County a Notice of Delinquent Assessment pursuant to Section 1367.1 of the California Civil Code and Section 4.10(b)(v), below. Any lien for unpaid Assessments (other than Special Individual Assessments) created pursuant to the provisions of this Article IV may be subject to foreclosure to the extent and as provided in Section 4.10(b)(v), below. Certain Special Individual Assessments are prohibited by law from being recovered through the use of non-judicial foreclosure remedies.

(d) No Avoidance of Assessment Obligations. No Owner may exempt himself/herself or the Owner's Lot from liability or charge for the Owner's share of any Assessment made against the Owner or his or her share of any Regular or Special Assessment made against the Owner's Lot, by waiving or relinquishing, or offering to waive or relinquish, the Owner's right to use and enjoy all or any portion of the Common Area or Common Facilities or by the abandonment or non-use of the Owner's Lot.

(e) Improper Assessment. In accordance with Civil Code section 1366.1, the Association shall not impose or collect an Assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.

Section 4.02. Regular Assessments.

(a) Preparation of Annual Budget; Establishment of Regular Assessments. Not less than thirty (30) days nor more than ninety (90) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the Common Facilities by preparing and distributing to all Members a budget satisfying the requirements of Section 12.05 of the Bylaws. If the Board fails to distribute the budget for any fiscal year within the time period specified in the first sentence of this Section, the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the approval of the requisite percentage of the Members in accordance with Section 4.08, below.

Assessment Obligation

(b) Establishment of Regular Assessment; Member Approval Requirements for Certain Assessment Increases. The total Common Expenses estimated in the Association's budget (less projected income from sources other than Assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year; provided, however, that except as provided in Section 4.05, below ("Emergency Assessments") the Board of Directors may not impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the Association's immediately preceding fiscal year without the Members' prior approval in accordance with Section 4.08, below.

(c) Commencement Date for Regular Assessments. Regular Assessments shall commence as to each Lot within the Development shall commence on the first day of the first month following the month in which the first Close of Escrow occurs for the sale of a Lot in the Development to a person other than the Declarant. Thereafter, each Lot in the Development shall thereafter be subject to its share of the aggregate annual Regular Assessment. The first annual Regular Assessment shall be pro rated, if necessary, according to the number of months remaining in the fiscal year established in the Association's Bylaws.

(d) Allocation of Regular Assessment. The total estimated Common Expenses, determined in accordance with subparagraph (a), above, shall be allocated among, assessed against, and charged to each Owner according to the ratio of the number of Lots within the Development owned by the assessed Owner to the total number of Lots subject to Assessment so that each Lot bears an equal share of the total Regular Assessment.

(e) Assessment Roll. That portion of the estimated Common Expenses assessed against and charged to each Owner shall be set forth and recorded in an Assessment roll which shall be maintained and available with the records of the Association and shall be open for inspection at all reasonable times by each Owner or his or her authorized representative for any purpose reasonably related to the Owner's interest as a property Owner or as a Member of the Association. The Assessment roll shall show, for each Lot, the name and address of the Owner of Record, all Regular, Special and Special Individual Assessments levied against each Owner and his or her Lot, and the amount of such Assessments which have been paid or remain unpaid.

The delinquency statement required by Section 2.06(c), above, shall be conclusive upon the Association and the Owner of such Lot as to the amount of such indebtedness appearing on the Association's Assessment roll as of the date of such statement in favor of all persons who rely thereon in good faith.

(f) Mailing Notices of Assessments and Related Financial Disclosures. Accompanying the budget information that is provided to the Members pursuant to subparagraph (a), above, the Association shall distribute to each Member: (i) the written notice that is required to be distributed pursuant to Civil Code section 1365.1 (the notice providing Members with general information regarding assessments, foreclosure rights, payment of assessments and payment plans); (ii) the form required by Civil Code section 1365.2.5 that provides summarized information regarding the amount of the current assessment, additional assessments that have already been scheduled to be imposed or charged, and the calculation of reserve replacement needs and funding requirements; and (iii) the statement that is required by Civil Code section 1365(d) which describes the Association's policies and practices in enforcing lien rights or other legal remedies for the collection of delinquent assessment obligations. These budgets and disclosure documents shall be delivered to the Members by one of the methods authorized by Civil Code section 1350.7.

(g) Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made pursuant to Section 4.03(a)(i), below, for that year, shall be assessed against each Owner and his or her Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic Assessment shall be payable on the regular payment dates established by the Board.

(h) Installment Payment. The Regular Assessment made against each Owner shall be due and payable in advance to the Association in equal monthly installments on the first day of each month or on such other date or dates as may be established from time to time by the Association's Board of Directors. Installments of Regular Assessments shall be delinquent if not paid within fifteen (15) days of the due date as established by the Board.

Section 4.03. Special Assessments.

(a) Purposes for Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth in subparagraph (b) below, the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Lots for the following purposes:

(i) Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then the Board of Directors shall levy and collect a Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

Special Assessment Authority

(ii) Capital Improvements. The Board may also levy Special Assessments for additional capital Improvements within the Common Area (i.e., Improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing Common Facilities). The Special Assessment power conferred hereunder is not intended to diminish the Board's obligation to plan and budget for normal maintenance, and replacement repair of the Common Area or existing Common Facilities through Regular Assessments (including the funding of reasonable reserves) and to maintain adequate insurance on the Common Area and existing Common Facilities in accordance with Article X, below.

(b) Special Assessments Requiring Membership Approval. The following Special Assessments require prior membership approval in accordance with Section 4.08, below: (i) any Special Assessments which, in the aggregate, exceed five percent (5%) of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied; and (ii) any Special Assessments imposed pursuant to subparagraph (a)(i) of this Section when the Board has failed to distribute a budget to the Members within the time specified in Section 4.02(a), above. The foregoing Member approval requirements shall not apply, however, to any Special Assessment imposed to address any "emergency situation" as defined in Section 4.05, below.

(c) Allocation and Payment of Special Assessments. When levied by the Board or approved by the Members as provided above, the Special Assessment shall be divided among, assessed against and charged to each Owner and his or her Lot (including the Declarant as to any unsold or retained Lots) in the same manner prescribed for the allocation of Regular Assessments pursuant to Section 4.02(d), above. The Special Assessment so levied shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to each Owner.

Special Assessments for purposes described in subparagraph (a)(i) of this Section 4.03, above, shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be payable to the Association in equal monthly installments during the remainder of the then current fiscal year. Special Assessments for purposes described in subparagraph (a)(ii) of this Section 4.03 shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be payable in full to the Association within thirty (30) days after the mailing of such notice or within such extended period as the Board shall determine to be appropriate under the circumstances giving rise to the Special Assessment.

Section 4.04. Special Individual Assessments.

(a) Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners in accordance with Section 4.03, above, the Board of Directors may impose Special Individual Assessments against an Owner in any of the circumstances described in subparagraphs (i) through (iii) below; provided, however, that no Special Individual Assessments may be imposed against an Owner pursuant to this Section 4.04 until the Owner has been afforded the notice and hearing rights to which the Owner is entitled pursuant to Section 13.06, below, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Governing Documents. Subject to the foregoing, the acts and

circumstances giving rise to liability for Special Individual Assessments include the following:

(i) Damage to Common Area or Common Facilities. In the event that any damage to, or destruction of, any portion of the Common Area or the Common Facilities is caused by the willful misconduct or negligent act or omission of any Owner, any member of his or her family, or any of his or her tenants, guests, servants, employees, licensees or invitees, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not compensated by insurance proceeds) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(ii) Expenses Incurred in Gaining Member Compliance. In the event that the Association incurs any costs or expenses to: (A) accomplish the payment of delinquent Assessments; (B) perform any repair, maintenance or replacement to any portion of the Development that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion; or (C) otherwise bring the Owner and/or his or her Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorneys' fees) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(iii) Required Maintenance on Lots. If any Lot is maintained so as to become a nuisance, fire or safety hazard for any reason, the Association shall have the right to enter said Lot, correct the condition and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner. Any entry on the property of any Owner by the Association shall be effected in accordance with Section 3.07(c), above.

(b) Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed, in subparagraph (a) of this Section, such Special Individual Assessment shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to the affected Owner. The Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment. As more particularly provided in Section 4.10(b)(ii), below, only certain Special Individual Assessments may be collected through the use of lien and foreclosure remedies.

(c) Limitation on Right to Lien Lots For Special Individual Assessments. The right of the Association to collect delinquent Special Individual Assessments through the use of lien and foreclosure remedies is subject to the limitations set forth in Section 4.10(b)(ix), below. However Special Individual Assessments may be collected by the Association through the use of other legal processes, including, without limitation, an action in small claims court.

Section 4.05. Assessments to Address Emergency Situations.

(a) Authority of Board to Impose Emergency Assessments. The requirement of a membership vote to approve: (i) Regular Assessment increases in excess of twenty percent

(20%) of the previous year's Regular Assessment; or (ii) Special Assessments which, in the aggregate, exceed five percent (5%) of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied, shall not apply to Assessments necessary to address emergency situations ("Emergency Assessments"). For purposes of this Section, an emergency situation is any of the following:

(i) An extraordinary expense required by an order of a court;

(ii) An extraordinary expense necessary to repair or maintain the Common Areas or Common Facilities where a threat to personal safety is discovered; or

(iii) An extraordinary expense necessary to repair or maintain the Common Areas or Common Facilities that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to Section 4.02(a), above; provided, however, that prior to the imposition or collection of an assessment under this subparagraph (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board's resolution shall be distributed to the Members together with the notice of assessment.

(b) Payment of Emergency Assessments. When levied by the Board the Emergency Assessment shall be divided among, assessed against and charged to each Owner and his or her Lot (including the Declarant as to any unsold or retained Lots) in the same manner prescribed for the allocation of Regular Assessments pursuant to Section 4.02(e), above. The Emergency Assessment so levied shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to each Owner. An Emergency Assessment shall be due as a separate debt of the Owner and shall be payable in full to the Association within thirty (30) days after the mailing of the notice of the Emergency Assessment or within such extended period as the Board shall determine to be appropriate under the circumstances giving rise to the Emergency Assessment. If an Emergency Assessment is not paid on or before the due date, the Assessment may be enforced in the manner provided in Section 4.10, below.

Section 4.06. Purpose and Reasonableness of Assessments. Each Assessment made in accordance with the provisions of this Declaration is hereby declared and agreed to be for use exclusively: (a) to promote the recreation, health, safety and welfare of individuals residing within the Development; (b) to promote the enjoyment and use of the Development by the Owners and their families, tenants, invitees, licensees, guests and employees; and (c) to provide for the repair, maintenance, replacement and protection of the Common Area and Common Facilities.

Each and every Assessment levied hereunder is further declared and agreed to be a reasonable Assessment, and to constitute a separate, distinct and personal obligation of the Owner of the Lot against which the Assessment is imposed that shall be binding on the Owner's heirs, successors and assigns; provided, however, that the personal obligation of each Owner for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them. Subject to the limitations imposed by Section 4.10(b)(vi), above, limiting the

right of the Association to impose a lien as a remedy for collecting some types of Special Individual Assessments, the Association shall also be entitled to collect delinquent Assessments through lien and foreclosure, as more particularly provided in Section 4.10, below.

Section 4.07. Exemption of Certain Portions of the Development From Assessments. The following real property subject to this Declaration shall, unless devoted to the use as a residential dwelling, be exempt from the Assessments and the lien thereof provided herein:

(a) Any portion of the Development dedicated and accepted by a local public agency or authority;

(b) The Common Area and Common Facilities; and

(c) Any Lot owned by the Association.

Section 4.08. Notice and Procedure for Member Approval Pursuant to Sections 4.02 and 4.03. In the event that Member approval is required in connection with any increase or imposition of Assessments pursuant to Sections 4.02 and 4.03, above, the affirmative vote required to approve the increase shall be a Majority of a Quorum of the Members. The quorum required for such membership action shall be a majority of the Members. Any vote on an increase in the Regular Assessment or on the imposition of a Special Assessment that requires approval of the Members must be conducted by use of a secret ballot and that balloting process shall be conducted using the same procedures for the casting of ballots in the election of directors pursuant to Section 7.05 of the Bylaws.

Section 4.09. Maintenance of Assessment Funds.

(a) Establishment and Maintenance of Association Bank Accounts. All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in one or more insured checking, savings or money market accounts in a bank or savings and loan association selected by the Board of Directors. In addition, the Board shall be entitled to make prudent investment of reserve funds in FDIC insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees. The Board and such officers or agents of the Association as the Board shall designate shall have exclusive control of said account(s) and investments and shall be responsible to the Owners for the maintenance at all times of accurate records thereof. The withdrawal of funds from Association accounts shall be subject to the minimum signature requirements imposed by California Civil Code section 1365.5 and Section 12.02 of the Bylaws. Any interest received on deposits shall be credited proportionately to the balances of the various Assessment fund accounts maintained on the books of the Association as provided in subparagraph (b), below.

(b) Expenditure of Assessment Funds. Except as provided below, the proceeds of each Assessment shall be used only for the purpose for which such Assessment was made, and such funds shall be received and held in trust by the Association for such purpose. Notwithstanding the foregoing, the Board, in its discretion, may make appropriate adjustments

among the various line items in the Board's approved general operating budget if the Board determines that it is prudent and in the best interest of the Association and its Members to make such adjustments. If the proceeds of any Special Assessment exceed the requirement of which such Assessment was levied, such surplus may, in the Board's discretion, be: (i) returned proportionately to the contributors thereof; (ii) reallocated among the Association's reserve accounts if any such account is, in the Board's opinion, underfunded; or (iii) credited proportionately on account of the Owners' future Regular Assessment obligations.

(c) Separate Accounts; Commingling of Funds. Except as otherwise provided in subparagraph (d), below, to preclude a multiplicity of bank accounts, the proceeds of all Assessments may be commingled in one or more accounts and need not be deposited in separate accounts so long as the separate accounting records described herein are maintained. For purposes of accounting, but without requiring any physical segregation of assets, the Association shall keep a separate accounting of all funds received by the Association in payment of each Assessment and of all disbursements made therefrom; provided, however, that receipts and disbursements of Special Assessments made pursuant to Section 4.03(a)(i), above, shall be accounted for together with the receipts and disbursements of Regular Assessments, and a separate accounting shall be maintained for each capital Improvement for which reserve funds for replacement are allocated.

Unless the Association is exempt from federal or state taxes, all sums allocated to capital replacement funds shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulations of the Internal Revenue Service and the California Franchise Tax Board that will prevent such funds from being taxed as income of the Association.

(d) Reserve Funds. As more particularly provided in Article XII of the Association Bylaws, the Association Board is required by law to periodically identify the major components of the Development that the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a remaining useful life of thirty (30) years or less. In the capital reserve analysis process, the Board is also obligated to identify the probable remaining useful life of the components identified in the study and to estimate the cost of repair, replacement, restoration, or maintenance of the components during and at the end of their useful life. The information developed in this capital reserve replacement analysis is then to be used by the Board as a component of preparing the annual budget of the Association. The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or for litigation involving the repair, restoration, replacement, or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established. However, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short term cash flow requirements or other expenses if the Board has provided notice of the intent to consider the transfer in a notice of meeting, which shall be provided to the Members as specified in Civil Code section 1363.05. The notice shall include the reasons why the transfer is needed, some of the options for repayment, and whether a special assessment may be considered. If the board authorizes the transfer, the Boards shall issue a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed, and

Maintenance of Reserve Accounts

describing when and how the monies will be repaid to the reserve fund.

The transferred funds shall be restored to the reserve fund within one year of the date of the initial transfer, except that the Board may, after giving the same notice required for considering a transfer, and upon making a finding supported by documentation that a temporary delay would be in the best interests of the Development, temporarily delay the restoration. The Board shall exercise prudent fiscal management in delaying restoration of these funds and in restoring the expended funds to the reserve account, and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limits required by this subparagraph (d). This Special Assessment is subject to the Member approval requirements of California Civil Code section 1366 and Section 4.03(b), above, if the aggregate amount of the Special Assessment exceeds five percent (5%) of the budgeted gross expenses of the Association for the year in which the Special Assessment is imposed. The Board may, at its discretion, extend the date the payment on the Special Assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of an unpaid Special Assessment.

When the decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members pursuant to California Corporations Code section 5016, and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by Members at the Association's principal office.

(e) Limitations on Association's Authority to Assign or Pledge Assessment Obligations. The Association may not voluntarily assign or pledge its right to collect payments or Assessments, or to enforce or foreclosure a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the Association. However, the restrictions imposed by this subparagraph (e) shall not restrict the right or ability of the Association to assign any unpaid obligations to a former Member to a third party for purposes of collection.

Section 4.10. Collection of Assessments; Enforcement of Liens. Installments of Regular Assessments shall be delinquent if not paid within fifteen (15) days of the due date as established by the Board. Special Assessments, Special Individual Assessments and Emergency Assessments shall be delinquent if not paid within the times prescribed in Sections 4.03(c), 4.04(b) and 4.05(b), respectively. When an Assessment becomes delinquent, the amount thereof may, at the Board's election, bear interest at the maximum rate allowed by law commencing thirty (30) days after the due date until the same is paid. In addition to the accrual of interest, the Board of Directors is authorized and empowered to promulgate a schedule of reasonable late charges for any delinquent Assessments, subject to the limitations imposed by California Civil Code sections 1366(c) and 1366.1 or comparable successor statutes. Once an assessment becomes delinquent, the Association may elect to one or both of the following remedies:

Assessment Collection Authority

(a) Enforcement of An Owner's Personal Obligation to Pay Assessments. The

Association may bring a legal action directly against the Owner for breach of the Owner's personal obligation to pay the Assessment and in such action shall be entitled to recover the delinquent Assessment or Assessments, accompanying late charges, interest, costs and reasonable attorneys' fees. Commencement of a legal action shall not constitute a waiver of any lien rights as described in subparagraph (b), below.

(b) Imposition and Enforcement of Assessment Lien and Limitations Thereon. Except as otherwise provided in subparagraph (b)(ix), below, with respect to the limitation on the imposition of liens for Special Individual Assessments, the Association may impose a lien against the Owner's Lot for the amount of the delinquent Assessment or Assessments, plus any reasonable costs of collection (including reasonable attorneys fees), late charges and interest by taking the following steps:

(i) Issuance of Delinquency Notice; Contents. At least thirty (30) days prior to recording a lien upon the Owner's Lot to collect a delinquent Assessment, the Association shall notify the Owner in writing by certified mail of the following (the "Delinquency Notice"):

(A) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the Owner of the Lot has the right to inspect the Association records, pursuant to Section 8333 of the Corporations Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR LOT IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."

(B) An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent Assessments, the fees and reasonable costs of collection, reasonable attorneys' fees, any late charges, and interest, if any.

(C) A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection previously levied by the Association if it is subsequently determined that the Assessment was paid on time.

(D) The right of the notified Owner to request a meeting with the Board as provided in subparagraph (iv), below.

(E) The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program pursuant to Civil Code section 1363.810 et seq.

(F) The right of the noticed Member to request alternative dispute resolution with a neutral third party pursuant to Civil Code section 1369.510 et seq. before the Association may initiate foreclosure against the Owner's Lot, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure, rather than a non-judicial foreclosure.

(ii) Application of Payments. Any payments made by the Lot Owner toward the delinquent Assessment shall first be applied to the Assessments that are owed at the time the payment is made; and only after the Assessments owed are paid in full shall the payments be applied to the fees and the costs of collection, attorneys' fees, late charges or interest. When an Owner makes a payment, the Owner may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the person who received the payment on behalf of the Association. The Association shall provide its Members with a mailing address for overnight payment of Assessments.

(iii) Pre-Lien Offer to Meet and Confer with the Owner. Prior to recording a lien for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the Association's meet and confer program that is required by Civil Code section 1363.810 et seq.

(iv) Rights of Owners to Propose Payment Plans. An Owner may also submit a written request to meet with the Board to discuss a payment plan for the delinquent assessment. This request must also be made within fifteen (15) days of the postmark of the Delinquency Notice. The Association shall provide the Owners with the standards for payment plans, if such standards have been adopted. So long as a timely request for a meeting has been tendered, the Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request for a meeting, unless there is no regularly-scheduled Board meeting within that period, in which case the Board may designate a committee of one or more Members to meet with the Owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an Association's ability to record a lien on the Owner's Lot to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

(v) Association Assessment Lien Rights. Except as provided in subparagraph (ix), below (relating to Special Individual Assessments), the amount of the Assessment, plus any costs of collection, late charges, and interest assessed in accordance with Civil Code section 1366 shall be a lien on the Owner's Lot from and after the time the Association causes to be recorded in the Office of the County Recorder a Notice of Delinquent Assessment, which shall state the amount of the Assessment and other sums imposed in accordance with Civil Code Section 1366, a legal description of the Owner's Lot against which the Assessment and other sums are levied, the name of the record owner of the Owner's Lot against which the lien is imposed. The itemized statement of the charges owed by the Owner that is required by subparagraph (b)(i)(B), of this Section 4.10 shall be recorded together with the Notice of Delinquent Assessment. The decision to record a lien for delinquent assessments shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board in an open meeting and the vote shall be recorded in the minutes of the meeting.

In order for the lien to be imposed by non-judicial foreclosure as provided in subparagraph (vii), below, the Notice of Delinquent Assessment shall state the name and address

of the trustee authorized by the Association to enforce the lien by sale. The Notice of Delinquent Assessment shall be signed by any officer of the Association or by the person designated by the Association for that purpose or if no one is designated, by the president of the Association. A copy of the recorded Notice of Delinquent Assessment shall be mailed by certified mail to every person whose name is shown as an Owner of the Lot in the Association's records, and the notice shall be mailed no later than ten (10) calendar days after Recordation. Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices, including Notices of Delinquent Assessments, required by Civil Code section 1367.1 to the secondary address that is specified.

(vi) Priority of Assessment Liens. A lien created pursuant to subparagraph (v), above or subparagraph (ix), below, shall be prior to all other liens recorded against the Owner's Lot subsequent to the Notice of Delinquent Assessment, except as described in Section 4.12, below.

(vii) Enforcement of Assessment Liens. Subject to the limitations of this Section 4.10(b) and in particular this subparagraph (vii), following the recording of a Notice of Delinquent Assessment, the Association's lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the Notice of Delinquent Assessment, or sale by a trustee substituted pursuant to Civil Code section 2934a. Any sale by the trustee shall be conducted in accordance with Civil Code sections 2924, 2924b and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Civil Code sections 2924c and 2924d.

The following specific limitations shall apply to the pursuit of foreclosure remedies:

(A) The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board in an executive session and shall record the vote in the minutes of the next meeting of the Board that is open to attendance by the Members. The Board shall maintain the confidentiality of the Owner or Owners of the Lot by identifying the matter in the minutes by the parcel number of the property, rather than the name of the Owner or Owners. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale of the Lot in question.

(B) Prior to initiating a foreclosure for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the Association's meet and confer program that is required by Civil Code section 1363.810 et seq. or alternate dispute resolution with a neutral third party pursuant to Civil Code section 1369.510 et seq. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate judicial foreclosure, rather than non-judicial foreclosure.

(C) If the Board votes to commence foreclosure proceedings to collect

delinquent assessments pursuant to this subparagraph (vii), the Board shall provide notice of that decision by personal service to an Owner of the Lot who occupies a Residence Unit in the Owner's Building on the Lot or to the Owner's legal representative. If the Owner does not occupy a Residence Unit in the Owner's Building on the Lot that is the subject of the foreclosure proceeding, the Board shall provide written notice to the Owner by first-class mail, postage prepaid, at the most current address for the Owner that is shown on the books of the Association. In the absence of written notification by the Owner to the Association, the address of the Owner's Lot may be treated as the Owner's mailing address.

(D) Debts for Assessments, regular or special, that arise on and after January 1, 2006, may not be collected through the use of judicial or non-judicial foreclosure remedies until the delinquent assessment amount, exclusive of any accelerated assessments, late charges, fees, costs of collection, attorney's fees, and interest, equals or exceeds $1,800.00 or the assessments are more than twelve (12) months delinquent. Delinquent Assessments in a smaller amount may not be collected through the use of foreclosure remedies, but may be collected through the use of any of the following other means: (aa) a civil action in small claims court; (bb) by recording a lien on the Owner's Lot (subject to the restrictions on foreclosure of that lien); or (cc) any other manner provided by law, other than judicial or non-judicial foreclosure. If the Association elects to record a lien for delinquent Assessments, subparagraphs (b)(iii) and (b)(v), above shall continue to apply. The limitations on the use of foreclosure remedies set forth in this subparagraph (B) do not apply to assessment collection actions against the Declarant in its capacity as an Owner when the Declarant's Assessment obligations are delinquent.

(viii) Foreclosed Owner's Rights of Redemption. A non-judicial foreclosure by the Association of an Owner's interest in his or her Lot to collect a debt for delinquent Assessments shall be subject to a right of redemption. The redemption period within which the Lot may be redeemed from a foreclosure sale under this subparagraph (viii) (which reflects Civil Code section 1367.4(c)(4)) ends ninety (90) days after the sale.

(ix) Limitation on Authority to Use Lien and Foreclosure Remedies to Collect Special Individual Assessments. For so long as any Lots within the Development are being sold under authority of a Department of Real Estate Public Report, a Special Individual Assessment or other monetary charge imposed by the Association: (A) as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Area Improvements or landscaping for which the Member or the Member's guests or tenants were responsible; or (B) as a disciplinary measure for failure of a Member to comply with the Governing Documents (except for reasonable late payment penalties, interest, and other reasonable costs of collection authorized by Civil Code section 1366) may not be characterized nor treated as an Assessment that may become a lien against the Owner's Lot enforceable by the sale of the interest under Civil Code sections 2924, 2924b and 2924c.

Once the Association is no longer subject to the regulatory jurisdiction of the Department of Real Estate, the following categories of Special Individual Assessments may be collected through the use of lien and foreclosure remedies in accordance with subparagraphs (v) through (viii), above: (A) Special Individual Assessments or other monetary charges imposed by the Association as a means of reimbursing the Association for costs incurred in the repair of damage

to Common Areas and Common Facilities for which the Member or the Member's guests or tenants were responsible; and (B) Special Individual Assessments imposed to recover late charges, reasonable costs of collection and interest assessed in accordance with Civil Code section 1366(e).

(x) Obligation to Record Lien Releases. If it is determined that a lien previously recorded against a Lot was recorded in error, the party who recorded the lien, within twenty-one (21) calendar days, shall record or cause to be recorded in the Office of the County Recorder a lien release or notice of rescission and provide the Lot Owner with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission. If the determination that the lien was recorded in error is the result of dispute resolution meet and confer proceedings conducted pursuant to Civil Code section 1363.810 or alternative dispute resolution with a neutral third-party pursuant to Civil Code section 1369.510, the Association shall also be obligated to promptly reverse all late charges, fees, interest, attorney's fees, costs of collection, costs imposed for the issuance of the notices prescribed by Civil Code section 1367.1, and costs of recording the lien release and all costs incurred in the mediation or alternative dispute resolution process.

In addition, within twenty-one (21) days of the payment of the sums specified in the Notice of Delinquent Assessment, the Association shall record or cause to be recorded in the Office of the County Recorder a lien release or notice of rescission and provide the Lot Owner a copy of the lien release or notice that the delinquent Assessment has been satisfied.

(xi) Effect of Failure to Adhere to Lien Restrictions. If the Association fails to comply with the procedures set forth in this Section 4.10(b) prior to recording a lien, the Association shall recommence the required notice process prior to recording a lien. Any costs associated with recommencing the notice process shall be borne by the Association and not by the Lot Owner.

The provisions of this Section 4.10(b) are intended to comply with the requirements of Civil Code Sections 1367.1, 1367.4 and 1367.5, as in effect on January 1, 2007. If these sections of the Civil Code are amended or modified in the future in a way that is binding on the Association and causes this Section to be in conflict with applicable law, the provisions of this Section 4.10(b) automatically shall be amended or modified in the same manner by action of the Board of Directors without necessity of approval of the amendment by the Members so long as all Members are given a copy of the recorded amendment and the decision to approve the amendment is made at a duly noticed open meeting of the Board of Directors.

Section 4.11. Transfer of Lot by Sale or Foreclosure. The following rules shall govern the right of the Association to enforce its Assessment collection remedies following the sale or foreclosure of a Lot:

(a) Except as provided in subparagraph (b), below, the sale or transfer of any Lot shall not affect any Assessment lien which has been duly Recorded against the Lot prior to the sale or transfer, and the Association can continue to foreclose its lien in spite of the change in ownership.

(b) The Association's Assessment lien shall be extinguished as to all delinquent sums, late charges, interest and costs of collection incurred prior to the sale or transfer of a Lot pursuant to a foreclosure or exercise of a power of sale by the holder of a prior encumbrance (but not pursuant to a deed-in-lieu of foreclosure). A "prior encumbrance" means any first Mortgage or other Mortgage or lien Recorded against the Lot at any time prior to Recordation of the Association's Assessment lien (see Section 4.12, below).

(c) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall relieve the new Owner of such Lot (whether it be the former beneficiary of the first Mortgage or other prior encumbrance or a third party acquiring an interest in the Lot) from liability for any Assessments which thereafter become due with respect to the Lot or from the lien thereof.

(d) Any Assessments, late charges, interest and associated costs of collection which are lost as a result of a sale or transfer of a Lot covered by subparagraph (b), above, shall be deemed to be a Common Expense collectible from the Owners of all of the Lots, including the person who acquires the Lot and his or her successors and assigns.

(e) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall affect the Association's right to maintain an action against the foreclosed previous Owner personally to collect the delinquent Assessments, late charges, interest and associated costs of collection incurred prior to and/or in connection with the sale or transfer.

Section 4.12. Priorities. When a Notice of Delinquent Assessment has been Recorded, such notice shall constitute a lien on the Lot prior and superior to all other liens recorded subsequent to the Notice of Delinquent Assessment except: (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (b) the lien or charge of any first Mortgage of record (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the transfer of such property pursuant to the exercise of a power of sale or a judicial foreclosure involving a default under such first Mortgage or other prior encumbrance.

Section 4.13. Unallocated Taxes. In the event that any taxes are assessed against the Common Area or the personal property of the Association, rather than being assessed to the Lots, such taxes shall be included in the Regular Assessments imposed pursuant to Section 4.02, above, and, if necessary, a Special Assessment may be levied against the Lots pursuant to Section 4.03, above, in an amount equal to such taxes to be paid in two installments, thirty (30) days prior to the due date of each tax installment.

ARTICLE V
Architectural Review and Approval of Improvement Projects

Section 5.01. Architectural Committee Approval of Improvements.

(a) Approval Generally. Prior to commencement of construction or installation of any Improvement within the Development (as defined in Section 1.21, above, the Owner planning such Improvement must submit to the Architectural Committee a written request for approval. The Owner's request shall include structural plans, specifications and plot plans satisfying the minimum requirements set forth in the Architectural Guidelines adopted pursuant to Section 5.05, below. Unless the Committee's approval of the proposal is first obtained, no work on the Improvement shall be undertaken. The Committee shall base its decision on the criteria described in Section 5.06, below.

(b) Modifications to Approved Plans Must Also Be Approved. Once a proposed work of Improvement has been duly approved by the Architectural Committee, no material modifications shall be made in the approved plans and specifications therefore and no subsequent alteration, relocation, addition or modification shall be made to the work of Improvement, as approved, without a separate submittal to, and review and approval by, the Committee. If the proposed modification will have, or is likely to have, a material affect on other aspects or components of the work, the Committee, in its discretion, may order the Owner and his or her contractors and agents to cease working not only on the modified component of the Improvement, but also on any other affected component.

In the event that it comes to the knowledge and attention of the Association, its Architectural Committee, or the agents or employees of either that a work of Improvement, or any modification thereof, is proceeding without proper approval, the Association shall be entitled to exercise the enforcement remedies specified in Section 5.15, below, including, without limitation, ordering an immediate cessation and abatement of all aspects of the work of Improvement by "red tagging" the project until such time as proper Architectural Committee review and approval is obtained.

Section 5.02. Composition of the Architectural Committee.

(a) Composition of the Committee, Generally. The composition of the Committee will evolve during the development of the Covered Property, as follows:

(i) The Declarant may appoint all of the members of the Architectural Committee and all replacements until the first anniversary of the issuance of the first Public Report for the Initial Covered Property.

(ii) Beginning with the first anniversary of the issuance of the first Public Report for the Initial Covered Property, the Declarant may appoint a majority of the members of the Architectural Committee. The remaining members of the Architectural Committee shall be appointed by members of the Association Board other than the Declarant or the Declarant's representative;

(iii) At the earlier to occur of: (A) the closing of ninety percent (90%) of the Lots planned for the Overall Development; or (B) the fifth (5th) anniversary of the original issuance of the original Public Report for the Development, the Committee shall become a

committee of the Association, and all members of the Committee shall be appointed by the Board of Directors.

(b) Qualifications for Appointment. The appointees of the Declarant need not be Owners of Lots and do not need to possess any special qualifications of any type except such as the Declarant may, in its discretion, require. All persons appointed to the Architectural Committee by the Board must be Members of the Association and Owners of Lots within the Development.

(c) Terms of Office of Committee Members. With the exception of those Architectural Committee members appointed by the Declarant, and unless the Association implements a system of staggered terms for Committee members, all members of the Architectural Committee shall serve for one year terms, subject to the right of the Board to reappoint incumbent Committee members to consecutive terms of office. During the period when the Declarant has the authority to appoint a majority of the members of the Committee, the Declarant shall appoint one Committee person as chair. Thereafter, the Committee members shall appoint one Committee member as chairperson. All members shall serve until the expiration of the term for which they were appointed or until they resign or are replaced.

(d) No Compensation for Services; Reimbursement of Expenses. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. The Committee members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Committee functions. Requests for reimbursement shall be supported by adequate documentation and shall be submitted to, and approved by, the Board of Directors. Nothing herein shall limit the right of the Association or the Declarant from retaining the services of a person or persons as employees or independent contractors (including an architect and/or engineer) with responsibility for assisting the Committee in such matters as: (i) the day-to-day administration of the process of Architectural Review and approval; (ii) the intake and review of plans and specifications; (iii) communications with plan applicants; (iv) making recommendations to the Committee with respect to the approval, denial or modification of submitted plans and specifications; and (v) communications with Owners and contractors during the course of construction.

Section 5.03. Duties. It shall be the duty of the Architectural Committee to consider and act upon the proposals and plans for Improvements submitted to it pursuant to this Declaration, to adopt Architectural Guidelines pursuant to Section 5.05, below, to perform other duties delegated to it by the Board of Directors and to carry out all other duties imposed upon it by this Declaration.

Section 5.04. Meetings. The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Committee members shall constitute an act by the Committee and the Committee shall keep and maintain a written record of all actions taken.

The Owner-Applicant shall be entitled to appear at any meeting of the Architectural

Committee at which the Owner's proposal is scheduled for review and consideration. The Owner shall be entitled to be heard on the matter and may be accompanied by his or her architect, engineer and/or contractor.

Section 5.05. Architectural Guidelines. The Architectural Committee may, from time to time and with approval of the Board of Directors, adopt, amend and repeal rules and regulations to be known as "Architectural Guidelines." The Architectural Guidelines shall interpret and implement the provisions hereof by setting forth: (a) any standards and procedures for Architectural Committee review; (b) guidelines for architectural design, the placement of any work of Improvement on a Lot, or color schemes, exterior finishes and materials and similar features which are recommended or required for use in connection with particular Improvement projects within the Development; and (c) the criteria and procedures for requesting variances from any property use restrictions or minimum construction standards that would otherwise apply to the proposed Improvement under the Governing Documents (see Section 5.16 (variances) below); and (d) the minimum requirements regarding the content of plans and specifications which must be submitted with respect to any request for architectural review and approval. Notwithstanding the foregoing, no Architectural Guideline shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Guidelines and this Declaration, the provisions of the Declaration shall prevail. Among other things, in accordance with Civil Code section 1378(a)(1), the Architectural Guidelines shall provide a fair, reasonable and expeditious procedures that the Committee must follow when making decisions on submitted Improvement plans and projects. The procedures shall include prompt deadlines for various actions and a maximum time for response to an application, consistent with Section 5.07, below.

Section 5.06. Basis for Approval of Improvements. When a proposed Improvement is submitted to the Architectural Committee for review, the Committee shall grant the requested approval only if the Committee, in its sole discretion, exercised in good faith, makes the following findings regarding the proposed project:

(a) The Owner's plans and specifications conform to this Declaration and to the Architectural Guidelines in effect at the time such plans are submitted to the Committee;

(b) The Improvement will be in harmony with the external design of other structures and/or landscaping within the Development;

(c) The Improvement, as a result of its appearance, location or anticipated use, will not interfere with the reasonable enjoyment of any other Owner of his or her property; and

(d) The proposed Improvement(s), if approved, will otherwise be consistent with the architectural and aesthetic standards prevailing within the Development and with the overall plan and scheme of development within the Development.

While it is recognized that the Architectural Committee's determination will, of necessity, be subjective to some degree, the members of the Committee shall act reasonably and in good faith and shall consider such factors as the quality of workmanship and materials proposed for

the Improvement project, the harmony of its exterior design, finished materials and color with that of other existing structures, the proposed location of the Improvement in relation to the Common Areas and other existing structures and the impact, if any, that the Improvement will have or may have on the structural integrity of the Lot or adjacent Lots. The Committee shall also be entitled to determine that a proposed Improvement or component thereof is unacceptable when proposed with respect to a particular Lot or Exclusive Use Common Area, even if the same or a similar Improvement/component has previously been approved for use at another location if factors such as drainage, topography or visibility from roads, Common Areas or other Lots, noise or prior adverse experience with the product or design militate against erection of the Improvement or use of a particular component of the proposed Improvement at the site involved in the Owner's submittal. A decision on a proposed Improvement project may not violate any governing provision of law (including, without limitation, the California Fair Employment and Housing Act) or a building code or other applicable law governing land use or public safety.

In approving a request for construction of an Improvement, the Architectural Committee may condition approval upon the adoption of modifications in the Owner's plans and specifications or observance of restrictions as to location, noise abatement or similar mitigating conditions applicable to the Improvement.

Section 5.07. Time Limits for Approval or Rejection; Right of Appeal to the Board.

(a) Approval or Disapproval by the Committee. Within thirty (30) days after submission of plans and specifications satisfying the requirements of the Architectural Guidelines, the Architectural Committee shall return one set of such plans to the applicant, with either written notice of approval or disapproval. If the proposed improvement is disapproved, the written decision of the Committee shall include both an explanation of why the proposed change was disapproved and a description of the procedure for reconsideration of the Committee's decision by the Board of Directors. If written suggestions of changes required for approval of the project accompany the returned set of plans, the applicant may implement such changes to the plans and, within thirty (30) days, resubmit plans incorporating such changes for approval to the Committee, which shall not unreasonably withhold its approval so long as the Owner has complied in all material respects with the requested changes. If no written notice of approval or disapproval is received by the applicant within thirty (30) days after the Owner's plans and specifications (or revisions thereto) are submitted to the Committee, the plans shall be deemed to have been approved as submitted.

(b) Right to Seek Reconsideration by the Board. If a proposed Improvement project is disapproved by the Committee and the applicant is unwilling to make changes to the plans and specifications that may be recommended by the Committee as a condition of approval, the applicant shall have the right to seek reconsideration of the Committee's decision by the Board of Directors. Unless otherwise requested by the member-applicant, the Board's hearing of the applicant's appeal shall be conducted in open session and in accordance with Civil Code section 1363.05. Any reconsideration by the Board does not constitute a process of dispute resolution within the meaning of Civil Code section 1363.820.

Section 5.08. Delivery of Plans and Specifications. Plans and specifications shall be

submitted to the Architectural Committee by personal delivery or first-class mail addressed to the Secretary of the Association or the Chairman of the Architectural Committee at the Association's principal office.

Section 5.09. Time Limits for Approval or Rejection. Within thirty (30) days after submission of plans and specifications satisfying the requirements of the Architectural Guidelines and Section 5.07(c), above, the Architectural Committee shall return one set of such plans to the applicant, with either written notice of approval or disapproval or with written suggestions of changes required for approval. If written suggestions of changes required for approval accompany the returned set of plans, the applicant may implement such changes to the plans and within thirty (30) days resubmit plans incorporating such changes for approval to the Committee, which shall not unreasonably withhold its approval so long as the Owner has complied in all material respects with the requested changes. If no written notice of approval or disapproval is received by the applicant within thirty (30) days after the Owner's plans and specifications (or revisions thereto) are submitted to the Committee, the plans shall be deemed to have been approved as submitted.

Section 5.10. Proceeding With Work. Upon receipt of approval from the Architectural Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement of construction pursuant to said approval, said commencement to be, in all cases, within six (6) months from the date of such approval, and the project shall be diligently pursued to completion. If the Owner shall fail to comply with this Section, any approval given pursuant to this Article shall be deemed revoked unless the Architectural Committee, upon written request of the Owner made prior to the expiration of the initial six-month period, extends the time for commencement or completion. No such extension shall be granted except upon a finding by the Architectural Committee that there has been no change in the circumstances upon which the original approval was granted and that the Owner has a bona fide intention and ability to complete the project within the time specified in the extension request.

Section 5.11. Failure to Complete Work. Failure to Complete Work. Unless the Owner has been granted an extension of time to complete the project by the Architectural Committee, if the Improvement is not completed within the specified deadline for completion, the Architectural Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 5.13 ("Enforcement"), below. [CHECK CROSS REFERENCE]

Section 5.12. Inspection of Work by Architectural Committee. Inspection of the work relating to any approved Improvement and correction of defects therein shall proceed as follows:

(a) During the course of construction, representatives of the Architectural Committee shall have the right to inspect the job site to confirm that the work of Improvement is proceeding in accordance with the approved plans and specifications.

(b) Upon the completion of any work of Improvement for which Architectural Committee approval is required under this Article, the Owner shall give the Architectural Committee a written notice of completion.

(c) Within thirty (30) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect the Improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approval plans. If the Architectural Committee finds that the Improvement was not erected, constructed or installed in substantial compliance with the Owner's approved plans, then within the 30-day inspection period the Committee shall give the Owner a written notice of noncompliance detailing those aspects of the project that must be modified, completed or corrected. If the violation or nonconforming work is not corrected, the Association and the Architectural Committee shall have the rights and remedies set forth in Section 5.13 (enforcement), below.

(d) If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of the Owner's notice of completion, the Improvement shall be deemed to have been constructed in accordance with the approved plans for the project, unless the Owner knows of the noncompliance and intentionally misleads the Committee with respect thereto.

Section 5.13. Enforcement.

(a) Stop Work Orders. In addition to other enforcement remedies set forth in this Declaration, the Architectural Committee shall have the authority to order an abatement ("red tag") of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or if it does not conform to the plans and specifications submitted to and approved by the Committee. If an Improvement project is red tagged, the Owner and his or her contractor shall cease all construction activity until such time as the issue giving rise to the red tag order is resolved. The red tag notice shall clearly state the reasons why the abatement has been ordered.

(b) No Waiver. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work.

(c) Effect of Failure to Remedy Noncompliance. If the Owner fails to remedy any noticed noncompliance within thirty (30) days from the date of such notification, or if the Owner feels that the project has been red tagged without justification, the Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing shall be conducted in accordance with Section 13.06, below.

(d) Attorneys' Fees and Costs. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

Section 5.14. Variances. The Architectural Committee, in its sole discretion, shall be entitled to allow reasonable variances in any procedures specified in this Article or the minimum construction standards specified in Article VI, below, to overcome practical difficulties, avoid

unnecessary expense or prevent unnecessary hardships, provided all of the following conditions are met:

(a) If the requested variance will necessitate deviation from, or modification of, a minimum construction standard or a property use restriction that would otherwise be applicable under this Declaration, the Architectural Guidelines Committee must conduct a hearing on the proposed variance and the Committee shall have the discretion to require that the hearing be open to other neighboring residents who may believe that the requested variance will have a negative impact on the enjoyment of their property or their property values.

(b) The Architectural Committee must make a good faith written determination that the variance is consistent with one or more of the following criteria: (i) the requested variance will not constitute a material deviation from any restriction contained herein or that the variance proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (ii) that the variance relates to a requirement land use restriction or minimum construction standard otherwise applicable hereunder that is unnecessary or burdensome under the circumstances; or (iii) that the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance with respect to any other Lot or Common Area within the Development.

Section 5.15. Compliance Certificate. Within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, the Architectural Committee shall provide the requesting Owner with a certificate, executed by any two of its members, certifying (with respect to any Lot owned by the applicant Owner) that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration; or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in said Lot through the Owner, shall be entitled to rely on the Committee's compliance certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, the Committee, the Declarant, all Owners and any persons deriving any interest through them.

Section 5.16. Limitation on Liability. Architectural Committee approval of plans shall not constitute a representation, warranty or guarantee, whether expressed or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such plans and specifications, neither the Architectural Committee, the members thereof, the Association, any Member thereof, the Members of the Board nor Declarant assumes any liability or responsibility therefor, or for any defect in the structure constructed from such plans or specifications. Neither the Architectural Committee nor any member thereof, the Association, the Board nor Declarant shall be liable to any Member, Owner, occupant, or other person or entity for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work, whether or not pursuant to the approved plans, drawings, and specifications.

Section 5.17. Declarant Exemption. The Architectural Committee shall have no authority, power or jurisdiction over Improvement projects undertaken with respect to Buildings and Lots owned by the Declarant.

Section 5.18. Compliance With Governmental Regulations. Review and approval by the Architectural Committee of any proposals, plans or other submittals pertaining to Improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Lot Owner who desires to construct, install, or modify the Improvement.

Section 5.19. Appeals. Once the Architectural Committee is a committee appointed solely by the Board of Directors, appeals from decisions of the Architectural Committee may be made to the Board of Directors, which may elect, in its discretion, to hear the appeal or, in the alternative, to affirm the decision of the Architectural Committee. The Association Rules shall contain procedures to hear, process and decide appeals pursuant to this Section.

ARTICLE VI
Minimum Improvement Standards

Unless a variance is requested from, and granted by, the Architectural Committee in accordance with Section 5.14, above, Improvements constructed on any Lot shall conform to the following minimum improvement standards:

Section 6.01. Approval by Architectural Committee. No building, fence, wall or other permanent structure or Improvement shall be erected, altered or placed on any Lot until building plans, specifications and a plot plan showing the location of structures on the Lots have been submitted to the Architectural Committee for review and approval as described in Article V, above.

Section 6.02. No Temporary Structures. No recreational vehicle, trailer, mobile home, camper, tent, shack, used structures, structures of a temporary character, or other outbuildings shall be used on any Lot at any time as a Residence Unit.

Section 6.03. No Used Materials. No used buildings or structures, intended for use as a Residence Unit, shall be placed on any Lot.

Section 6.04. Solar Heating Systems. Subject to limitations imposed by California law, the Architectural Committee shall be entitled to adopt, as part of the Architectural Guidelines, reasonable regulations regarding the installation of solar heating systems. These rules may include limitations on placement and design of such systems to the extent necessary to avoid an unsightly appearance from neighboring Lots or Common Area.

Section 6.05. Colors and Exterior Finishes. No reflective finishes (other than glass) shall be used on exterior surfaces of Buildings in the Development (other than surfaces of hardware fixtures) including, but without limitation, the exterior surfaces of any of the following:

roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, mailboxes and newspaper tubes. No exterior finishes, textures or materials shall be used without approval of the Architectural Committee. Generally, colors shall be restricted to those that are consistent with the color schemes of other Buildings in the Development.

Section 6.06. Roofing Materials. When Owners replace the roofs on their Buildings, they shall use the same materials and colors as were used in the initial construction of Buildings in the Development or which prevail in the Development at the time that the roof replacement project is undertaken, unless the Architectural Committee approves use of a different roofing material or product.

Section 6.07. Drainage. No Owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels or Common Area as established in connection with the approval of the final subdivision and parcel maps applicable to the Development by the County, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Committee, the County, and all other public authorities having jurisdiction.

Section 6.08. Antennas, Aerials and Satellite Dishes. No outside television antenna, aerial, satellite dish or similar device for the transmission or reception of television, radio, satellite, or other signals of any kind are prohibited, except:

(a) Declarant and the Association shall have the right, without obligation, to erect, place or install and maintain any such apparatus for the benefit of all Buildings in the Development.

(b) Antennas or satellite dishes that are one meter or less in diameter or diagonal measurement which are designed to receive video programming services via multi-point distribution services, including multi-channel multipoint distribution services, instructional television fixed services and local multipoint distribution services (collectively "Permitted Device[s]") may be erected, placed or installed on a Building, provided that:

(i) Any such Permitted Device is placed in the least conspicuous location on the Building or Lot at which an acceptable quality signal can be received; and

(ii) Reasonable restrictions which do not significantly increase the cost of installation of a Permitted Device or significantly decrease its efficiency or performance, including, without limitation, screening material, location or complimentary-color painting of the Permitted Device may be imposed as part of the Architectural Guidelines. In no event can the Association or the Architectural Committee impose a pre-installation design review process so long as the Owner is installing a Permitted Device.

ARTICLE VII
Association and Owner Maintenance Responsibilities

Section 7.01. Association Maintenance of Common Areas.

(a) Association Common Area Maintenance Obligations, Generally. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement within the Common Area. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area. In addition, no person shall remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon, the Common Area without express approval of the Association.

(b) Commencement of Maintenance of Common Areas. Notwithstanding any conveyance of Common Areas to the Association, the Association's responsibility to maintain the Common Areas shall not begin until the Association and its management company have had the opportunity to inspect and approve the condition of the Common Areas and Common Facilities, such approval not to be unreasonably withheld or delayed. Prior to the commencement of the Association's maintenance responsibility, such maintenance shall be the responsibility of the Declarant. Notwithstanding the foregoing, if the contractors or subcontractors of the Declarant are contractually obligated to maintain the landscaping or other Improvements within the Common Areas, the Association shall not interfere with the performance of such warranty or other contractual maintenance obligations. The maintenance performed by the contractors or subcontractors of the Declarant shall not postpone the commencement of Regular Assessments pursuant to this Declaration nor entitle the Declarant to claim any offset or reduction in the amount of such Assessments.

(c) Association Maintenance Manual. In the event that the Declarant prepares and provides the Association with an Association Maintenance Manual applicable to the repair and maintenance of Association Common Areas and Common Facilities, the Association shall be obligated to comply with all of the maintenance obligations, recommendations and schedules set forth in the Manual. However the Board of Directors shall be authorized, from time to time, to make appropriate revisions to the Association's Maintenance Manual based on the Board's review thereof in order to update the Association Maintenance Manual to reflect current industry maintenance practices and recommendations, so long as such changes do not reduce the useful life or functionality items to which the Maintenance Manual pertains. So long as the Declarant owns any Lots in the Development, the Declarant shall also be entitled to make recommendations to the Board of Directors for the revision or supplementation of the Association Maintenance Manual.

Owner maintenanc

Section 7.02. Owner Maintenance Responsibilities.

(a) Owner Maintenance Obligations, Generally. Each Owner shall be responsible for the maintenance and repair of his or her Residence and Lot, including, without limitation, the glass surfaces, glass doors, windows, screens and screen doors, other exterior doors, window fixtures, any hardware, Improvements on the patios, concrete surfaces within the fenced or enclosed areas on the Lot, the interior of his or her Residence and the plumbing, electrical, heating and air conditioning systems servicing his or her Residence. Without limiting the generality of the foregoing, each Owner's repair and Maintenance Obligations shall be in accordance with the Maintenance Manual identified in subparagraph (b), below and shall extend to and include: Painting, repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, and exterior doors.

(b) Owner Maintenance Manuals. The Association shall maintain, at its principal offices, and provide to each Owner upon request, a Maintenance Manual prepared by the Declarant which pertains to the maintenance and repair obligations of Owners under the Governing Documents. The Association shall have the right to charge the requesting Owner a fee for the Maintenance Manual equal to the actual cost to the Association of providing a copy to the Owner. By accepting a deed to any Lot in the Development, each Owner acknowledges and agrees that the Owner is required to comply with all of the recommended maintenance obligations and schedules set forth in the Maintenance Manual and each Owner is further obligated to provide a copy of the Maintenance Manual to any successor purchaser of the Owner's Lot and Residence.

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Section 7.03. Association Recovery of Costs of Certain Repairs and Maintenance.

(a) Association Maintenance Caused by Owner Negligence. If the need for maintenance or repair, which would otherwise be the Association's responsibility hereunder, is caused through the willful or negligent acts of an Owner, his or her family, guests, tenants, or invitees, and is not covered or paid for by Association insurance policies or any liability insurance maintained by the responsible Owner, the cost of such maintenance or repairs shall be subject to recovery by the Association through the imposition of a Special Individual Assessment against the offending Owner in accordance with Section 4.04, above.

(b) Owner Defaults in Maintenance Responsibilities. If an Owner fails to perform maintenance or repair functions on the Owner's Lot for which he or she is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within fifteen (15) days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may exercise its rights under Section 3.07(c), above, to enter the Owner's Lot and perform the repair or maintenance, so long as the Owner has been given notice and the opportunity for a hearing in accordance with 13.06, below.

Section 7.04. Cooperative Maintenance Obligations.

(a) Cooperation Among Association, Owners, Generally. To the extent necessary or

desirable to accomplish the Association's maintenance obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of the Association's maintenance activities.

(b) Execution of Maintenance Agreements. The Association may enter into Maintenance Agreements (for periods not to exceed one year) with the Declarant or local governmental agencies in order to achieve economies of scale or to efficiently and cost effectively share maintenance equipment, maintenance personnel or contractors and other resources and to discharge responsibilities imposed on the Association.

Section 7.05 . Drainage Structures, Ditches and Swales.

(a) All drainage structures, culverts and canals improved by the Association for the major collection of storm runoff and any natural drainage courses within Common Areas shall be maintained regularly by the Association.

(b) Except as provided in subparagraph (a), above, each Owner shall keep drainage courses, ditches and swales on his or her Lot free and clear of all obstructions, and shall, in cooperation with contiguous property Owners (including the Association and the Declarant as to any contiguous parcels owned by them), maintain all such drainage ditches, swales and culverts common to their Lots in good order.

(c) No Owner or resident shall alter or obstruct a natural drainage course, or materially add to the natural water volume of said drainage course without making adequate provisions with respect to neighboring Lots and Common Areas. Any such alterations, obstructions, or additions to water volume shall be considered a work of Improvement that is subject to prior review and approval by the Architectural Committee.

ARTICLE VIII
Property Use Restrictions

In addition to the restrictions established by law or by Association Rules promulgated by the Board of Directors (consistent with this Declaration), the following restrictions are hereby imposed upon the use of Lots, Common Areas and other parcels within the Development:

Section 8.01. Single Family Residential Use. The use of the individual Lots in the Development is hereby restricted to Single Family Residential Use, as defined in Section 1.33, above; provided, however, that Lots and Buildings owned by the Declarant may be used as models, sales offices and construction offices for the purpose of selling the Buildings and Lots within the Development until all of the Lots owned by the Declarant are sold. In no event shall a Residence Unit be occupied by more individuals than permitted by applicable zoning laws or governmental regulations. Residence Units may be rented or leased in accordance with Section 2.04, above.

Restrictions on Business activities.

Section 8.02. Business Activities. No business or commercial activities of any kind

whatsoever shall be conducted in any Residence Unit or in any portion of any Lot without the prior written approval of the Board; provided, however, the foregoing restriction shall not apply to the activities, signs or activities of the Association in the discharge of its responsibilities under the Governing Documents or the Declarant's activities in connection with the development, sale and marketing of the Development. Furthermore, no restrictions contained herein shall be construed in such a manner so as to prohibit any Owner from: (a) maintaining his or her personal library in his or her Residence Unit; (b) keeping his or her personal business records or accounts therein; (c) handling his or her personal or professional telephone calls or correspondence therefrom; (d) engaging in other activities related to the resident's business profession that can be conducted from a Residence Unit using computers and other technology so long as the home or business activities generate no traffic, noise, or involve other employees or contractors in the Residence Unit; (e) leasing or renting his or her Residence Unit in accordance with Section 2.04, above; or (f) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization. The uses described in (a) through (f), above, are expressly declared to be customarily incidental to the principal residential use and not in violation of this Section 8.02.

Section 8.03. Lots. Each Lot shall be conveyed as a separately designated and legally described fee simple estate subject to this Declaration.

Section 8.04. Common Areas. The Common Areas shall be preserved as open space and used for recreational and other purposes incidental and ancillary to the use of Lots. Such use shall be limited to the private use for aesthetic and recreational purposes by the Members and their tenants, families and guests, subject to the provisions of the Governing Documents. No Improvement, excavation or work which in any way alters any Common Area or Common Facility from its natural or existing state on the date such Common Area or Common Facility is conveyed to the Association shall be made or done except by the Association and then only in strict compliance with the provisions of this Declaration.

Section 8.05. Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried out or conducted upon any Building, Lot or Common Area, nor shall anything be done within the Development which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. Without limiting the foregoing, no Owner shall permit noise, including, but not limited to barking dogs, stereo amplifier systems, television systems, motor vehicles or power tools to emanate from an Owner's Lot or from activities within the Common Area which would unreasonably disturb any other Owner's or tenant's enjoyment of his or her Lot or the Common Area.

Section 8.06. Household Pets. The following restrictions regarding the care and maintenance of pets within the Development shall be observed by each Owner and resident:

(a) A reasonable number of common household pets may be kept on each Lot so long as the same are not kept, bred or maintained for commercial purposes. No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot or in any Residence

Unit.

(b) Dogs shall only be allowed on the Common Area when they are leashed and otherwise under the supervision and restraint of their Owners.

(c) No household pet shall be left chained or otherwise tethered in front of any Building or Lot or in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of pet wastes deposited by their pets in the Development.

(d) Each person bringing or keeping a pet within the Development shall be solely responsible for the conduct of the owner's pets. The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.

(e) The Board of Directors shall have the right to establish and enforce additional rules and regulations defining in a uniform and nondiscriminatory manner, what constitutes a "reasonable number" of pets depending on their size, disposition and/or maintenance requirements and imposing standards for the reasonable control and keeping of household pets in, upon and around the Development to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Development by the other Owners and residents.

Section 8.07. Parking and Vehicle Restrictions.

(a) All driveways and garages shall be maintained in a neat and orderly condition [and garage doors shall be kept in a closed position except as necessary to permit ingress and egress of vehicles or to clean or work in the garage area]. Garages are to be used for the parking of standard passenger vehicles and trucks not to exceed three-quarter tons in gross weight [, boats or the storage of similar items of personal property so long as such storage of personal property will not necessitate or result in the parking of vehicles on streets or regularly on driveways within the Development.] Furthermore, garages shall not be converted to living quarters or work shops which will preclude the parking of vehicles.

(b) Designated guest parking areas within the Common Area are to remain open for use by guests only and are not to be used by Owners or other residents, either permanently or temporarily, for the parking of their passenger vehicles or the storage of boats, trailers or similar items. No vehicle shall be parked or left on any street except within specified parking areas so designated by the Board.

(c) No motor vehicle shall be constructed, reconstructed or repaired within the Development and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored within the Development; provided, however, that the provisions of this subparagraph (c) shall not apply to emergency vehicle repairs.

(d) Campers, boats, trailers, commercial vehicles and trucks in excess of three-quarter tons in gross carrying capacity are not to be parked in parking areas within the Development except for periods not to exceed twenty-four (24) hours for the purpose of loading and unloading.

(e) The Board shall have the authority to tow, at the Owner's expense, any vehicle parked or stored within the Common Areas in violation of this Section. The Board shall post such notices or signs within the Common Area as may be required by law to effectuate this towing provision.

(f) The Board shall have the authority to promulgate as part of the Association Rules such further rules and restrictions regarding parking and vehicles within the Development as may be deemed prudent and appropriate.

(g) Parking shall not be permitted on any street within the Development except within carports or designated parking areas.

Section 8.08. Use of Private Streets in Common Area. Private streets within the Development shall not be used for recreational purposes, including "joy riding" or racing. Motorcycles, mopeds, and cars shall be allowed on such private streets only for ingress and egress.

Section 8.09. Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are visible from other Buildings or Common Areas in the Development shall be erected or maintained on any Lot except: No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot except:

(a) signs required by legal proceedings;

(b) no more than one identification sign for Residence Units in a Building structure;

(c) no more than one "for sale" sign for the individual Lot on which the sign is located;

(d) other signs, such as open house or garage sale signs, or signs advising of the existence of security or surveillance services, or "no solicitation" signs, the nature, size, number, and location of which have been approved in advance and in writing by the Architectural Committee or are in accordance with written guidelines which may be developed and approved by the Architectural Committee;

(e) signs of the Declarant located on any Building or Lot or on any portion of the Common Area of the Development; provided, however, that once a Lot has been sold by the Declarant to a third party, no signs permitted by this subparagraph (e) may be erected or maintained on the Lot without the consent of its Owner;

(f) signs posted by the Association within any portion of the Common Area; and

(g) such other signs (including, but not limited to, builder signs) which have been approved in writing by the Architectural Committee as to size, quantity, colors, design, message content and location. Reasonable rules relating to time, place and manner to displaying political signs may be adopted by the Association.

Section 8.10. Garbage. No rubbish, trash, or garbage shall be allowed to accumulate on Lots. Any trash that is accumulated by an Owner outside the interior walls of a Residence Unit shall be stored entirely within appropriate covered disposal containers and facilities located within designated garbage areas within trash storage areas in the Owner's Building or designated trash disposal areas in the Common Areas of the Development. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of Residence Units or during the construction of modifications and Improvements) shall be removed from the Development to a public dump or trash collection area by the Owner or tenant at his or her expense. The Association shall be entitled to impose reasonable fines and penalties for the collection of garbage and refuse disposed in a manner inconsistent with this Section.

Section 8.11. Storage. Storage of personal property shall be entirely within enclosed storage areas within Residence Units. There shall be no woodpiles nor storage piles accumulated on top or outside, of any Residence Unit or Building. The Association shall have the right to establish and maintain on the premises appropriate storage yards and storage buildings for the maintenance of materials and equipment used by the Association in connection with its planting, building, repair, maintenance and preservation of the structures, gardens and other Improvements within the Common Areas.

Section 8.12. Clotheslines. No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on any Lot in a manner which is visible from any neighboring Lot or the Common Area.

Section 8.13. Basketball Standards. No basketball standards or fixed sports apparatus shall be attached to any Building, or carport or erected on any Lot or within the Common Area. It is the intent that this restriction also apply to portable basketball standards.

Section 8.14. Machinery and Equipment. No power tools, machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a Building or Residence Unit in the Development.

Section 8.15. Diseases and Pests. No Owner shall permit any thing or condition to exist upon his or her Building or Lot which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

Section 8.16 Children. Each Owner and resident shall be accountable to the remaining Owners and residents, their families, visitors, guests and invitees, for the conduct and behavior of their children and any children temporarily residing in or visiting the Owner's/resident and for any property damage caused by such children.

Section 8.17. Activities Affecting Insurance. Nothing shall be done or kept on any Building, Lot or within the Common Area which will increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his or her Building, Lot or the Common Area which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Building or any part of the Common Area.

Section 8.18. Restriction on Further Subdivision of Lots and Lot Combinations. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof and no Owner of a Lot within the Development shall be entitled to sever that Lot from the Common Area portion of the Development. No Lot as shown on a final Subdivision Map for any portion of the Development shall be combined with any other Lot or parcel. This restriction is intended to prevent the further subdivision of Buildings into Condominium Units, without the prior approval of the City of Rancho Cordova.

Section 8.19. Variances. Upon application by any Owner, the Board of Directors shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article VIII if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration. In considering and acting upon any request for a variance, the Board shall follow the procedures set forth in Section 5.14 for the granting of variances from the Architectural Guidelines or the minimum construction standards imposed by Article VI, above. No variance shall be granted with respect to any restriction set forth herein that was imposed by a Condition of Approval of the Development by the City of Rancho Cordova without the prior consent of the City.

Section 8.20. Enforcement of Property Use Restrictions. The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and tenants with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of a design review or property use infraction that does not necessitate immediate corrective action under section 13.06, below, the Owner or Tenant responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the noncomplying condition, request that the Owner or tenant correct the condition within a reasonable time specified in the notice, and advise the Owner or tenant of his or her right to be heard on the matter.

ARTICLE IX
Easements

Section 9.01. Street Easements. Each Owner and the Association shall have, and is hereby granted, a nonexclusive easement for street, roadway and vehicular traffic purposes over and along the vehicular access ways and paved parking areas within the Development, subject to termination of such easement and the rights and restrictions set forth in this Declaration.

Section 9.02. Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under the Common Areas for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewers, gas, telephones, drainage and electricity and the master television antenna or cable television system. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment and underground facilities on the Common Area at locations approved by the Architectural Committee. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated within the Development except as initially designed and approved by the Declarant or thereafter approved by the Association's Architectural Committee. The easements provided for in this Section shall in no way affect any other Recorded easement on property within the Development.

Section 9.03. Maintenance Easements. An easement is hereby granted to the Declarant and the Association, their officers, agents, employees, and to any management company selected by the Declarant or the Association to enter in or to cross over the Common Area and any Lot to perform the Association's duties of maintenance and repair of the Lots, Common Areas, and Common Facilities as provided herein.

Section 9.04. Rights of the Declarant Incident to Construction. For so long as the Declarant owns any Lots for sale within the Development, Declarant shall have easements and rights:

(a) To build, construct, modify and maintain any signs advertising the Development, and the sale of homes by the Declarant on Common Area, provided such signs comply with applicable law, and do not unreasonably interfere with the use and enjoyment of the Common Area by Owners and Residents.

(b) For ingress, egress and the installation and maintenance of public utilities over, under and across the Common Areas within the Development for the purpose of maintaining an office for sales and/or resales of Lots in the development, as provided in Article XVI, below, and for Declarant's marketing activities in connection with such offices.

Section 9.05. Other Easements. Each Lot and its Owner, the Association and Declarant, as the case may be, is hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Development and each Lot as shown on the Subdivision Map for any portion of the Development.

Section 9.06. Priority of Easements. Wherever easements granted to the County are, in whole or in part, coterminous with any other easements, the easements of the County shall have and are hereby granted priority over said other easements in all respects.

ARTICLE X
Insurance

Section 10.01. Types of Insurance Coverage. The Association shall, at the discretion of the Board of Directors, purchase, obtain and maintain, with the premiums therefor being paid out of Common Funds, the following types of insurance, if and to the extent they are available at a reasonable premium cost:

(a) Fire and Casualty Insurance. A policy of fire and casualty insurance naming as parties insured the Association and containing the standard extended coverage and replacement cost endorsements and such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost (excluding foundations and excavation, but without deduction for depreciation) as determined annually by the insurance carrier, of all Common Facilities and the personal property of the Association for or against the following:

(i) Loss or damage by fire or other risks covered by the standard extended coverage endorsement;

(ii) Loss or damage from theft, vandalism or malicious mischief; and

(iii) Such other risks, perils or coverage as the Board of Directors may determine.

Such policy or the endorsement made a part thereof shall, to the extent available, provide that the insurer issuing the policy agrees to abide by the decision of the Association made in accordance with the provisions of Article XI, below, as to whether or not to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Facilities.]

Section 10.02. Coverage Not Available. In the event any insurance policy, or any endorsement thereof, required by Section 10.01 is for any reason unavailable, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage hereinabove described. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.

Section 10.03. Copies of Policies. Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.

Section 10.04. Trustee. All insurance proceeds payable under section 10.01, above, may, in the discretion of the Board of Directors, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank in the County that agrees in writing to accept such trust.

Section 10.05. Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 10.01, above. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

Section 10.06. Policies Obtained by the Declarant. It is contemplated that the Declarant may contract for the insurance coverage contemplated by this Article prior to or concurrently with obtaining financing for the development of the Development, and any such obligations or commitments for the payment of premiums or expenses with respect thereto shall become an obligation of the Association, shall be treated as a Common Expense, and shall be paid out of the Common Funds as provided herein.

Section 10.07. Annual Review of Association Insurance and Disclosure to Members. The Board shall review the adequacy of all insurance, including the amount of liability coverage and the amount of property damage coverage, at least once every year. At least once every three years, the review shall include a replacement cost appraisal of all insurable Common Area Improvements without respect to depreciation. The Board shall adjust the policies to provide the amounts and types of coverage and protection that are customarily carried by prudent owners' associations operating in similar common interest developments in the greater Sacramento region. In accordance with California Civil Code section 1365(e), annually the Association shall distribute to its Members a summary of the Association's property, general liability, and flood insurance (if any), such distribution to be made within sixty (60) days prior to the beginning of the Association's fiscal year.

Section 10.08. Board's Authority to Revise Insurance Coverage. The Board shall have the power and right to deviate from the insurance requirements contained in this Article X in any manner that the Board, in its reasonable business discretion, considers to be in the best interests of the Association. If the Board elects to materially reduce the coverage from the coverage required in this Article X, the Board shall make all reasonable efforts to notify the Members of the reduction in coverage and the reasons therefor at least (30) days prior to the effective date of the reduction. The Association, and its directors and officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, the Association is unable to obtain any insurance required hereunder because the insurance is no longer available; or, if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances; or the Members fail to approve any assessment increase needed to fund the insurance premiums.

ARTICLE XI
Damage or Destruction

Section 11.01. Common Facilities; Bids and Determination of Available Insurance Proceeds. In the event any Common Facilities are ever damaged or destroyed, then, and in such event as soon as practicable thereafter, the Board of Directors shall: (a) obtain bids from at least two reputable, licensed contractors, which bids shall set forth in detail the work required to repair, reconstruct and restore the damaged or destroyed portions of the Common Facilities to substantially the same condition as they existed prior to the damage and the itemized price asked for such work; and (b) determine that amount of all insurance proceeds available to the Association for the purpose of effecting such repair, reconstruction and restoration.

Section 11.02. Common Facilities; Sufficient Insurance Proceeds. Subject to the provisions of Section 11.01 hereof, if, in the event of damage to or destruction of any portion of any Common Facility, the insurance proceeds available to the Association are sufficient to cover the costs of repair, reconstruction and restoration, then the Association may cause such facilities to be repaired, reconstruction and restored to substantially the same condition in which they existed prior to the loss; provided, however, that in the event of a total destruction of the Common Facility, the Association shall not be obligated to restore the facility to its prior appearance and condition if, in the Board's opinion, architectural or design modifications to the Facilities will result in providing the Members with an improved facility available for substantially the same use and enjoyment as the destroyed facility.

Section 11.03. Common Facilities; Insurance Proceeds Insufficient in an Amount Exceeding Association Special Assessment Authority. In the event that any Common Facility is totally or substantially damaged or destroyed or, if, in the event of damage to or destruction of only a portion of the Common Facilities, the insurance proceeds available to the Association are insufficient in an amount exceeding five (5%) percent of the Association's budgeted gross expenses for the year in which the loss occurs, so as to require a Special Assessment to cover the estimated cost of repair, reconstruction and restoration, then the proposal for imposition of the Special Assessment shall be presented to the owners for approval in accordance with Sections 4.03 and 4.08, above. The proposition shall be presented to the Owners in a form which permits them to choose between (i) funding the Special Assessment to repair, reconstruct and restore the damaged or destroyed Common Facilities and specially assess all Owners for such additional funds as may be needed for such purpose; or (b) not to repair, reconstruct or restore the damaged or destroyed Common Facilities, but rather to utilize the insurance proceeds available for such reconstruction, together with any other sums otherwise available to the Association for such purpose, to demolish and remove the damaged or destroyed Improvements from the Common Area and to level and landscape the sites thereof and apply any balance of such proceeds and/or funds as the Members holding such voting power and their first mortgagees may determine.

Section 11.04. Damage or Destruction of Buildings.

(a) Obligation to Rebuild or Clear Damaged Structures. If all or any portion of any Building (including, without limitation any Residence Unit or Residence Units in a Building) is damaged or destroyed by fire or other casualty, it shall be the duty of the damaged Building's Owner rebuild, repair or reconstruct the Building or any damaged Residence Unit in the Building in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty or (in the case of the total damage or destruction of a Building and a decision not to rebuild) to clear the Lot of all damaged or destroyed structures or portions thereof.

(b) Architectural Committee Approval. Any Owner whose Building or other structural improvements on the Owner's Lot have been damaged or destroyed shall apply to the Architectural Committee for approval of plans for the reconstruction, rebuilding, or repair of the damaged or destroyed Building or structure. Application for such approval shall be made in writing, together with full and complete plans, specifications, working drawing and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee

shall grant such approval only if the design proposed by the Owner satisfies the requirements for approval set forth in Section 5.06, above.

(c) Time Limitation for Reconstruction or Removal. The Owner or Owners of any damaged Building and the Architectural Committee shall be obligated to proceed with all due diligence hereunder to remove damaged structures (or portions thereof), prepare and process reconstruction plans and specifications and complete the repair and restoration work. At a minimum, whenever Owners are required to prepare and submit repair or reconstruction plans to the Architectural Committee, said submittal shall be made within sixty (60) days following the event and reconstruction shall commence within thirty (30) days following receipt of approval from the Committee. Reconstruction shall be completed within one year following receipt of Committee approval or with such shorter period as may be reasonably required by the Committee as a condition of its approval of the repair or reconstruction project. For good cause (including, without limitation, delays caused by inclement weather or the processing of insurance claims) the Architectural Committee may waive or extend any of the deadlines imposed by this subparagraph (c).

ARTICLE XII
Condemnation

ARTICLE XIII
Breach and Default

Section 13.01. Remedy at Law Inadequate. Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, tenant, occupant or user of any Lot, or any portion of the Common Area or Common Facilities, to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by the Declarant, any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest.

Section 13.02. Nuisance. Without limiting the generality of the foregoing section 13.01, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 13.03. Attorneys' Fees. Reasonable attorneys' fees and costs shall be awarded to the prevailing party in any procedure to enforce the Governing Documents or a party's rights arising under the Governing Documents. Such enforcement procedures include an action brought in any court of competent jurisdiction as well as any alternative dispute resolution procedure implemented pursuant to the Governing Documents or pursuant to California Civil

Code sections 1354 and 1369.510-1369.580 (as such sections may be renumbered or revised from time to time). In any enforcement procedure, such as mediation in which there is no agreement between all of the parties that attorneys will represent them, recoverable costs are limited to attorneys' fees and costs incurred in providing the notices required under such statute.

Section 13.04. Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

Section 13.05. Failure Not a Waiver. The failure of the Declarant, any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Declarant, the Association, the Board, or any of its officers or agents.

Section 13.06. Rights and Remedies of the Association.

(a) Rights Generally. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or tenants, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey the Association Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including, but not limited to, the hiring of legal counsel, the imposition of fines and monetary penalties, the pursuit of legal action, or the suspension of the Owner's voting rights as a Member of the Association; provided, however, the Association's right to undertake disciplinary action against its Members shall be subject to the conditions set forth in this Section.

The decision of whether it is appropriate or necessary for the Association to take enforcement or disciplinary action in any particular instance shall be within the sole discretion of the Association's Board or its duly authorized enforcement committee. If the Association declines to take action in any instance, any Owner may pursue enforcement pursuant to California Civil Code sections 1354 and 1369.590 or otherwise as provided by law.

(b) Schedule of Fines. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for late payment of Assessments or illegally parked vehicles). Once imposed, a fine or penalty may be collected as a Special Individual Assessment, subject to the limitation on the use of lien and foreclosure remedies stated in Section 4.10(b)(ii), above. If a fine schedule is adopted (and whenever a previously adopted fine schedule is amended) the Board of Directors shall distribute a copy of the schedule by personal delivery or first-class mail, to each Member of the Association.

(c) Definition of "Violation". A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures. The Association shall take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Common Area at the cost of the responsible Owner.

(d) Limitations of Disciplinary Rights.

(i) Limitations on Right of Forfeiture. The Association shall have no power to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Lot due to the failure by the Owner (or his or her family members, tenants, guests or invitees) to comply with any provision of the Governing Documents or of any duly enacted Association Rule except where the loss or forfeiture is the result of the judgment of a court of competent jurisdiction, a decision arising out of arbitration or a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments levied by the Association, or where the loss or forfeiture is limited to a temporary suspension of an Owner's rights as a Member of the Association or the imposition of monetary penalties for failure to pay Assessments or otherwise comply with any Governing Documents so long as the Association's actions satisfy the due process requirements of subparagraph (iii), below.

(ii) Monetary penalties imposed by the Association: Monetary penalties that are imposed by the Association for: (A) failure of a Member to comply with the Governing Documents; (B) as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area or Common Facilities allegedly caused by a Member; or (C) in bringing the Member and his or her Lot into compliance with the Governing Documents, may not be characterized nor treated as an Assessment which may become a lien against the Member's Lot enforceable by a sale of the Lot in nonjudicial foreclosure; provided, however, that this limitation on the Association's lien rights shall not apply to charges imposed against an Owner consisting of reasonable late payment penalties to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in the Association's efforts to collect delinquent Assessments.

(iii) Notice and Hearing Requirements for Disciplinary Actions. No disciplinary action, penalty or temporary suspension of rights shall be imposed pursuant to this Article unless the Owner alleged to be in violation is given at least ten (10) days prior notice by personal delivery or first-class mail, that the Board of Directors will be meeting to consider imposing such discipline. The notice shall include, at a minimum, the date, time, and place of the meeting, the nature of the alleged violations for which the Owner may be disciplined, and a statement that the Owner has a right to attend and address the Board at the hearing. The Board shall meet in executive session if requested by the Owner.

If disciplinary action is taken, the Board shall notify the accused Owner, in writing, either by personal delivery or first-class mail, of the Board's decision within fifteen (15) days following conclusion of the hearing.

In accordance with Civil Code section 1363(h), disciplinary action shall not be effective against an Owner unless the Board fulfills the requirements of this Section. The Association shall also adopt hearing and disciplinary procedures that comply with the requirements for a fair, reasonable and expeditions dispute resolution procedure set forth in Civil Code section 1363.830.

Notwithstanding the foregoing, under circumstances involving conduct that constitutes: (A) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (B) a traffic or fire hazard; (C) a threat of material damage to, or destruction of, the Common Area or Common Facilities; or (D) a violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as late payment of Assessments or parking violations), the Board of Directors, or its duly authorized agents, may undertake immediate corrective or disciplinary action and, upon request of the offending Owner (which request must be received by the Association, in writing, within five (5) days following the Association's disciplinary action), or on its own initiative, conduct a hearing as soon thereafter as reasonably possible.

If the Association acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of disciplinary action. If the accused Owner desires a hearing, a written request therefor shall be delivered to the Association no later than five (5) days following the date when the fine is levied.

The hearing shall be held no more than fifteen (15) days following the date of the disciplinary action or fifteen (15) days following receipt of the accused Owner's request for a hearing, whichever is later. Under such circumstances, any fine or other disciplinary action shall be held in abeyance and shall only become effective if affirmed at the hearing.

At the hearing, the accused shall be given the opportunity to be heard, including the right to present evidence and to present or question witnesses. The Board shall notify the accused Owner, in writing, of the Board's decision within five (5) business days following conclusion of the hearing. In no event shall the effective date of any disciplinary action commence sooner than five (5) days following conclusion of the hearing unless: (i) the hearing merely affirms summary disciplinary action initiated pursuant to the immediately preceding paragraph; or (ii) earlier commencement is necessary to preserve the quiet enjoyment of other residents or to prevent further damage to, or destruction of, the Lots or any portion thereof.

(iv) Inapplicability of Section 13.06(d) Procedures to Assessment Collection Actions. The notice and hearing procedures set forth in this Section 13.06 shall not apply to any actions by the Association or its duly authorized agents to collect delinquent assessments. Assessment collections shall be subject to the prior notification and other procedural requirements set forth in Section 4.10, above, and any other notice, hearing and/or dispute

resolution requirements or procedures as may be specifically applicable by law to Association assessment collection.

(e) Notices. Any notice required by this Article shall, at a minimum, set forth the date and time for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents and a reference to the specific Governing Document provision alleged to have been violated. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice; provided, however, that if notice is given by mail it shall be sent by first-class or certified mail sent to the last address of the Member shown on the records of the Association.

(f) Rules Regarding Disciplinary Proceedings. The Board, or an appropriate committee appointed by the Board to conduct and administer disciplinary hearings and related proceedings, shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings, so long as such rules meet the minimum requirements of sections 1363(h) and 1363.810-1363.850 of the Civil Code. Such rules, when approved and adopted by the Board, shall become a part of the Association Rules.

Section 13.07. Court Actions. Court actions to enforce the Governing Documents may only be initiated on behalf of the Association by resolution of the Board. Prior to the filing of any court action seeking declaratory or injunctive relief to interpret or enforce the Governing Documents (including either such action coupled with a claim for monetary damages not in excess of Five Thousand Dollars ($5,000)), the Association shall first comply with the provisions of California Civil Code sections 1369.510 – 1369.580 relating to alternative dispute resolution. The Association's own notice and hearing procedures may be drafted to satisfy these statutory requirements.

Section 13.08. Enforcement by the City of Rancho Cordova. The Conditions of Approval required that this Declaration contain certain covenants and restrictions which are identified in Section 16.02(b), below. The City of Rancho Cordova shall have the right, but not the obligation, to enforce any of the terms, provisions, conditions, restrictions and other standards set forth in this Declaration or in the Conditions of Approval pertaining to the maintenance and improvement of the Property, including, without limitation, landscaping, exterior building maintenance, and perimeter fencing maintenance and all other provisions in this Declaration that either reference the City of Rancho Cordova or the Conditions of Approval. The City of Rancho Cordova shall have the discretionary right to enforce any of those provisions, including, without limitation the right to bring an enforcement or other court action deemed appropriate by the City, and to collect all costs, expenses, and attorneys fees incurred by the City in the course of enforcing its rights hereunder.

City Enforcement

ARTICLE XIV
Protection of Mortgagees

Section 14.01. Assessment Lien Subordinated. Any lien created or claimed under the provisions of Article IV, above, shall be subject and subordinate to the lien of any first Mortgage

given in good faith and for value. No such Mortgagee who acquires title to any Lot by judicial foreclosure or by exercise of power of sale contained in the Mortgage shall be obligated to cure any breach of this Declaration by a former Owner of such Lot or shall be liable for any unpaid Assessments made against the Lot which accrued prior to the date the Mortgagee acquired such title. No lien created or claimed under the provisions of Article IV, above, shall in any way defeat, invalidate or impair the rights of any Mortgagee under any such recorded Mortgage.

Section 14.02. Amendment of This Declaration. Except where an amendment has been approved in accordance with Section 14.12, below, no amendment of this Declaration shall affect any of the rights of the holder of any Mortgage described in Section 14.01, above, which is made in good faith and for value, if such Mortgage is recorded and notice of the delivery and recording thereof is given to the Association prior to the recording of such amendment.

Section 14.03. Default by Owner; Mortgagee's Right to Vote. In the event of a default by any Owner under a Mortgage encumbering such Owner's Lot, the Mortgagee under such Mortgage shall, upon: (a) giving written notice to the defaulting Owner; (b) recording a Notice of Default in accordance with California Civil Code section 2924; and (c) delivering a copy of such recorded Notice of Default to the Association, have the right to exercise the vote of the Owner at any regular or special meeting of the Association held only during such period as such default continues.

Section 14.04. Breach; Obligation After Foreclosure. No breach of any provision of this Declaration by the Declarant, the Association or any Owner shall impair or invalidate the lien of any recorded Mortgage made in good faith and for value and encumbering any Lot. The Declarant, the Association or their successor and assigns shall be obligated to abide by all of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes provided for in this Declaration as it may be amended from time to time with respect to any person who acquires title to or any beneficial interest in any Lot through foreclosure, trustee's sale or otherwise.

Section 14.05. Exchange of Information. The Association shall, at the written request of any Mortgagee, insurer or guarantor, notify such party of:

(a) Any condemnation or casualty loss that affects either a material portion of the Development or the Lot(s) security the Mortgage;

(b) Any delinquency of sixty (60) days or more in the payment of Assessments or charges owed by the Owner(s) of the Lot(s) securing the Mortgage;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action of the Association that requires the consent of a specified percentage of Eligible Mortgagees (see section 14.12(a), below, for definition of "Eligible Mortgagee").

To be entitled to receive this information, the Mortgagee, insurer or guarantor must send a written request to the Association, stating both its name and address and the number or address of the Lot(s) securing the Mortgage. Any Mortgagee of any Lot is hereby authorized to furnish to the Board of Directors, upon written request by the Board therefor, the amount of any unpaid balance of any indebtedness secured by a lien of a Mortgage and the amount and due date of any delinquent payment or payments of such indebtedness.

Section 14.06. Certain Restrictions Affecting the Association. Notwithstanding any other provisions of this Declaration, without the prior written consent of at least sixty-seventy percent (67%) of the Owners or sixty-seven percent (67%) of the first Mortgagees, such percentage to be based upon the total of number of Lots so mortgaged, with each such Mortgagee entitled to one vote for each Lot, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or any Improvements thereon (except that the granting of any easement for public utilities, or for other public purposes consistent with the intended use of the Development, shall not be deemed a "transfer" as that term is used in this subparagraph(a));

(b) Change the method provided for in this Declaration of determining the Assessments or other charges which may be assessed against an Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards;

(c) By act or omission, change, waive or abandon the scheme of maintenance and repair of the Development, or the enforcement thereof, as provided for in this Declaration;

(d) Fail to maintain fire and extended coverage insurance on the Common Facilities in the amount and against the risks provided for in Section 10.01; and

(e) Use any insurance proceeds received as a result of the loss or damage to the Common Facilities for any purpose other than the repair, replacement or reconstruction of such Common Facilities.

Section 14.07. Right of First Mortgagees to Make Certain Payments and Right of Reimbursement Therefor. The holders of first Mortgages on the Lots shall have the right (but not the obligation), jointly or singly: (a) to pay taxes or other Assessments or charges which are in default and which may or have become a lien or charge against the Common Facilities; (b) to pay overdue premiums on casualty insurance policies for the Common Facilities; and (c) to secure and pay for new casualty insurance coverage on the Common Facilities upon the lapse of any such policy, in the amount and against the risks provided for in Section 10.01. above. Any first Mortgagee making such payment shall be entitled to immediate reimbursement therefor from the Association. Upon the request of any first Mortgagee, the Association shall, by separate instrument, signed by the president or any vice president and the secretary, evidence its agreement to the provisions of this Section as the same affects the Mortgage held by such Mortgagee.

Section 14.08. Right to Examine Books and Records of the Association. All Mortgagees,

insurers and guarantors of any Mortgages on any Lot shall have the right, upon written request to the Association, to:

(a) Examine current copies of the Governing Documents and the Association's books, records and financial statements, during normal business hours;

(b) Require the Association to provide an audited statement for the preceding fiscal year: (i) at no expense to the requesting entity when the Development consist of 50 or more Lots; and (ii) at the requesting entity's expense when the Development consists of fewer than 50 Lots and no audited statement is available; and

(c) Receive a written notice of all meetings of the Association and designate a representative to attend all such meetings.

Section 14.09. Notices to First Mortgagees. The Association shall furnish to the holder of any first Mortgage on any Lot or on the Common Area, upon written request by the first Mortgagee, thirty (30) days prior written notice of: (a) abandonment or termination of the Association; (b) the effective date of any proposed material amendment to the Declaration; (c) the effectuation of any decision by the Association to terminate professional management, if any, and assume self-management of the Development; (d) any condemnation or eminent domain proceeding; and (e) any extensive damage to or destruction of any Improvements located in or on the Common Area.

Section 14.10. Superiority of Mortgage to Condemnation Proceeds. If any Lot, or portion thereof, or the Common Area, or any portion thereof, is made the subject of any condemnation or eminent domain proceeding, the lien of any first Mortgage shall be prior and superior to the claims of the Owners of said Lots or Common Area with respect to any distribution of the proceeds of any condemnation award or settlement.

Section 14.11. Superiority of Mortgage to Insurance Proceeds. In the event of any substantial damage to or destruction of the Improvements on any Lot, or on any part of the Common Area, the lien of any first Mortgage shall be prior and superior to the claims of the Owners of said Improvements with respect to any distribution of any insurance proceeds relating to such damage or destruction.

Section 14.12. Approval of Material Amendments or Termination.

(a) Material Amendments. In addition to the approvals required by Article XIX, below (Amendments), Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes of Lots that are subject to Mortgages held by Eligible Mortgagees must approve any amendment to this Declaration of a material nature. An Eligible Mortgagee is the beneficiary of a first Mortgage who has requested the Association to notify it of any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A change to any of the following would be considered as material:

(i) voting rights;

(ii) assessments, assessment liens or the priority of assessment liens;

(iii) reserves and responsibility for maintenance, repair and replacement of the Common Area;

(iv) convertibility of Lots into Common Area and vice versa;

(v) insurance or fidelity bonds;

(vi) leasing of Lots;

(vii) imposition of any restrictions on an Owner's right to sell or transfer his or her Lot;

(viii) a decision by the Association to establish self-management when professional management had been required previously by the Governing Documents or by an Eligible Mortgagee;

(ix) restoration or repair of the Development (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents;

(x) any action to terminate the legal status of the Development after substantial destruction or condemnation occurs; or

(xi) any provisions that expressly benefit Mortgagees, insurers or guarantors.

(b) Termination. In addition to the approvals required by Article XIX, below, Eligible Mortgagees who represent at least sixty-seven percent (67%) of the votes of Lots that are subject to Mortgages held by Eligible Mortgagees must approve any proposed termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Development.

(c) Implied Approval. Each Eligible Mortgagee which receives notice of a proposed amendment or termination of this Declaration by certified or registered mail, with a "return receipt" requested, shall be deemed to have approved the amendment or termination if the Eligible Mortgagee fails to submit a response to the notice within thirty (30) days of receiving the notice.

Section 14.13. Declaration to Conform With Mortgagee Requirements. It is the intent of this Article that this Declaration, the Articles of Incorporation, the Bylaws and the Development in general, shall now and in the future meet all requirements of any institutional Mortgagee intending to secure its Mortgage by a Lot or necessary to purchase, guarantee, insure or subsidize any Mortgage of a Lot by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the Veterans' Administration.

ARTICLE XV
Notices

Section 15.01. Mailing Addresses. Any communication or notice of any kind permitted or required herein shall be in writing and may be served, as an alternative to personal service, by mailing the same as follows:

If to the Declarant:	K & C Investments, Inc., a California corporation, P.O. Box 1724, Novato, CA 94948 (or to such other address as the Declarant may from time to time designate in writing to the Association)
If to any Owner:	To the street address of his or her Lot or to such other address as he or she may from time to time designate in writing to the Association for purposes of notice.
If to the Association:	Gold Crossing Owners' Association, at the principal office of the Association (or to such other address as the Association may from time to time designate in writing to the Owners)

Section 15.02. Personal Service Upon Co-Owners and Others. Personal service of a notice or demand to one of the co-Owners of any Lot, to any general partner of a partnership which is the Owner of Record of the Lot, or to any officer or agent for service of process of a corporation which is the Owner of Record of the Lot, shall be deemed delivered to all such co-Owners, to such partnership, or to such corporation, as the case may be.

Section 15.03. Deposit in United States Mails. All notices and demands served by mail shall be by first-class or certified mail, with postage prepaid, and shall be deemed delivered four (4) days after deposit in the United States mail in the City or in the County of Sacramento.

ARTICLE XVI
No Public Rights in the Development

Nothing contained in this Declaration shall be deemed to be gift or dedication of all or any portion of the Development to the general public or for any public use or purpose whatsoever.

ARTICLE XVII
Amendment of Declaration

Section 17.01. Amendment Before Close of First Sale. Before the close of escrow for the first sale of a Lot in the Development to a purchaser other than the Declarant, this Declaration may be amended or revoked in any respect by the execution of an instrument amending or revoking the Declaration signed by the Declarant and any Mortgagee of record, provided the consent or approval of the Commissioner of the California Department of Real Estate is first obtained to the extent required by California law. The amending or revoking instrument shall make appropriate reference to this Declaration and shall be Recorded.

Section 17.02. Amendment After Close of First Sale. After the close of escrow for the first sale of a Lot in the Development to a purchaser other than the Declarant, this Declaration may be amended or revoked in any respect upon compliance with the following provisions:

(a) Member Approval Requirements. Any amendment shall be approved by the vote or assent by written ballot of the holders of not less than fifty-one percent (51%) of the Voting Power of each class of Members. If a two-class voting structure is no longer in effect in the Association because of the conversion of Class B membership to Class A membership, as provided in the Association's Bylaws, any amendment thereof will require the vote or assent by written ballot of both: (i) fifty-one percent (51%) of the total voting power of the Association; and (ii) the vote of fifty-one percent (51%) of the total Voting Power held by Members other than the Declarant. Notwithstanding the foregoing, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Any vote to amend any provision of this Declaration shall be conducted in accordance with the procedures pertaining to the use of secret ballots that are set forth in Section 7.05, subparagraphs (d) through (j), of the Association Bylaws.

(b) Additional Approvals For Amendments to Particular Provisions.

(i) Mortgagee Approvals. Mortgagee approvals shall be required to amend any of the provisions described in Section 14.12, above.

(ii) Declarant Approvals. The following provisions may only be amended with the prior written consent of the Declarant for so long as the Declarant owns any Lot in the Development: [Insert proper references]

(iii) Approval by the City. The following provisions of this Declaration reflect conditions of approval for the Overall Development imposed by the City of Rancho Cordova and may only be amended with the prior consent of the City: [Insert proper references.]

Control over future amend-ment.

Section 17.03. Department of Real Estate. An amendment to this Declaration, Bylaws, or other governing instruments of the Association shall require immediate notification of the California Department of Real Estate in accordance with section 2800 of the Commissioner's

Regulations so long as the Development, or any portion thereof, are subject to an outstanding Final Subdivision Public Report.

Section 17.05. Effective Date of Amendment. The amendment will be effective upon the Recording of a Certificate of Amendment, duly executed and certified by the president and secretary of the Association, setting forth in full the amendment so approved and stating that the approval requirements of subsection (a) or (b) above have been duly met. If the consent or approval of any governmental authority, Mortgagee, or other entity is required under this Declaration to amend or revoke any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained.

Section 17.06. Business and Professions Code Section 11018.7. All amendments or revocations of this Declaration shall comply with the provision of California Business and Professions Code section 11018.7 to the extent said section is applicable.

Section 17.07. Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE XVIII
General Provisions

Section 18.01. Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration shall run with, and shall benefit and burden the Lots and the Common Area as herein provided, and shall inure to the benefit of and be binding upon the Owners, Declarant, the Association, its Board of Directors, and its officers and agents, and their respective successors in interest, for the term of sixty (60) years from the date of the recording of this Declaration. After the expiration of the initial term, the same shall be automatically extended for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of the initial 60-year term or any such 10-year extension period, a written instrument, approved by Owners entitled to vote and holding at least a majority of the voting power of the Association terminating the effectiveness of this Declaration, is Recorded.

Section 18.02. Statutory References. In the event that any statute in this Declaration, whether stated by code and number, or named by body of law, is amended, repealed, renumbered, or renamed, all references to such statute or body of law shall refer to the amended, repealed, renumbered, or renamed statutory provisions.

Section 18.03. Construction.

(a) Restrictions Construed Together. All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Development as set forth in the Recitals of this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to

enforce that provision in a subsequent application or any other provision hereof.

(b) Restrictions Severable. Notwithstanding the provisions of subparagraph (a) above, the covenants, conditions and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

(d) Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

(e) Exhibits. All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

(f) References to State Statutes. Any references in this Declaration to State Statutes shall be to the referenced statute as in effect on the date that this Declaration is Recorded in the Official Records of the County. In the event that any referenced statute is subsequently amended or superseded, all such references shall thereupon mean and refer to the referenced statute as so amended, modified or superseded, so long as the amended statute continues to regulate or pertain to the same subject matter.

(g) Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule of law, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be: (a) those which would be used in determining the validity of the challenged interest; plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

Section 18.05. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth in a recorded instrument with the County Recorder, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Development can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

Dated: _____, 2007.

DECLARANT:
K & C INVESTMENTS, INC.,
A California corporation

By: _____

Name: _____

Its: _____

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GOLD CROSSING

TABLE OF CONTENTS

APPRAISAL OF REAL PROPERTY

LOCATED AT:

2201 MORALES COURT
MORALES COURT, BOOK 58 PAGE 24 PARCEL 12, SCR
RANCHO CORDOVA, CA 95670-4135

FOR:

MARK KRAMER
575 McCRAY ROAD
NAVATO, CA 94947

AS OF:

03/21/07

BY:

MARK J. COSTI
2451 SERENATA WAY
SACRAMENTO, CA 95835

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	2201 MORALES COURT
	Legal Description	MORALES COURT, BOOK 58 PAGE 24 PARCEL 12, SCR
	City	RANCHO CORDOVA
	County	SACRAMENTO
	State	CA
	Zip Code	95670-4135
	Census Tract	0089.12
	Map Reference	279H6
SALES PRICE	Sale Price	$ MARKET VALUE
	Date of Sale	N/A
CLIENT	Borrower / Client	MARK KRAMER
	Lender	MARK KRAMER
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	$
	Location	AVERAGE
	Age	A43/E15
	Condition	GOOD
	Total Rooms	16
	Bedrooms	8
	Baths	4
APPRAISER	Appraiser	MARK J. COSTI
	Date of Appraised Value	03/21/07
VALUE	Final Estimate of Value	$ 525,000

Small Residential Income Property Appraisal Report

File # 07030198N

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 2201 MORALES COURT | City RANCHO CORDOVA | State CA | Zip Code 95670-4135

Borrower MARK KRAMER | Owner of Public Record MARK KRAMER & MICHAEL CALDWELL TRAIN ET/ | County SACRAMENTO

Legal Description MORALES COURT, BOOK 58 PAGE 24 PARCEL 12, SCR

Assessor's Parcel # 058 0241 012 0000 | Tax Year 2007 | R.E. Taxes $ 2,836.20

Neighborhood Name MORALES COURT | Map Reference 279H6 | Census Tract 0089.12

Occupant ☐ Owner ☒ Tenant ☐ Vacant | Special Assessments $ N/A | ☐ PUD | HOA $ N/A | ☐ per year ☐ per month

Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe) N/A

Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) MARKET VALUE

Lender/Client MARK KRAMER | Address 575 McCRAY ROAD, NAVATO, CA 94947

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No

Report data source(s) used, offering price(s), and date(s). DATAQUICK, NATIONAL DATA COLLECTIVE, MLS. SEE PAGE 2 FOR THE 36 MONTH HISTORY OF SUBJECT AND COMPARABLES.

CONTRACT

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A

Contract Price $ MARKET VALUE | Date of Contract N/A | Is the property seller the owner of public record? ☐ Yes ☐ No | Data Source(s) N/A

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☒ Yes ☐ No

If Yes, report the total dollar amount and describe the items to be paid. N/A DOES NOT APPLY TO SUBJECT.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			2-4 Unit Housing Trends			2-4 Unit Housing			Present Land Use %	
Location	☐ Urban	☒ Suburban ☐ Rural	Property Values	☐ Increasing	☒ Stable ☐ Declining	PRICE	AGE		One-Unit	80 %
Built-Up	☒ Over 75%	☐ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance ☐ Over Supply	$ (000)	(yrs)		2-4 Unit	5 %
Growth	☐ Rapid	☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths ☐ Over 6 mths	4,505	Low	10	Multi-Family	5 %
						575	High	50	Commercial	10 %
						525	Pred.	44	Other	%

Neighborhood Boundaries THE SUBJECT NEIGHBORHOOD IS BOUNDED BY AMERICAN RIVER PARKWAY TO THE NORTH AND EAST, HIGHWAY 50 TO THE SOUTH, AND SUNRISE BOULEVARD TO THE WEST.

Neighborhood Description THE SUBJECT IS LOCATED WITHIN THE SOUTHEASTERN PORTION OF THE COUNTY OF SACRAMENTO IN THE CITY OF RANCHO CORDOVA. THE AREA ORIGINALLY DEVELOPED IN THE LATE 1950'S AS AVERAGE QUALITY PRODUCTION TRACT HOMES AND 2-4 FAMILY UNITS. THE SURROUNDING AREAS ARE SINGLE FAMILY HOMES/2-4 FAMILY HOMES OF SIMILAR QUALITY OF VARIOUS DESIGNS AND STYLES. QUALITY AND DESIGN VARIES AS TO THE BUILDER. SEE ADDITIONAL COMMENTS.....

Market Conditions (including support for the above conclusions) THE TYPICAL MARKETING TIME AS EVIDENCED BY CLOSED SALES WITHIN THE SUBJECT AREA IS BETWEEN 3 AND 6 MONTHS. THE LENGTH OF THE MARKETING TIME IS DEPENDANT ON THE LISTED PRICE AND CONDITION OF THE PROPERTY. THE AMOUNT OF LISTINGS VERSUS SALES APPEAR IN BALANCE WITHIN THE AREA AND TYPICAL OF OTHER MARKETING TIMES THROUGHOUT NORTHERN CALIFORNIA. THE INTEREST RATES ARE AT SOME OF THEIR LOWEST LEVELS SINCE 1976. MOST HOMES ARE SOLD BY CONVENTIONAL FINANCING WITH GOVERNMENT LOANS STILL READILY AVAILABLE AND USED. SEE ADDITIONAL COMMENTS.....

SITE

Dimensions SUBJECT TO SURVEY/ SEE PLAT MAP | Area .12 ACRE/AVG | Shape RECTANGULAR/AVERAGE | View NONE

Specific Zoning Classification APARTMENTS | Zoning Description RD30

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe) N/A

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☐ Yes ☒ No If No, describe SUBJECT IS IN PROCESS OF CONVERTING FROM APARTMENT COMPLEX TO FOURPLEX UNITS. HIGHEST AND BEST USE WOULD BE AS A FOURPLEX.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	☒	☐ N/A	Water	☒	☐ N/A	Street ASPHALT	☐	☒
Gas	☒	☐ N/A	Sanitary Sewer	☒	☐ N/A	Alley NONE	☐	☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 0602620210 E | FEMA Map Date 7/6/1998

Are the utilities and/or off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe N/A

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe THIS IS A 1025 APPRAISAL REPORT. THERE ARE NO OBSERVED EASEMENTS, ENCROACHMENTS OR ASSESSMENTS WHICH NEGATIVELY AFFECT THE MARKETABILITY OF THE SUBJECT PROPERTY. SEE ADDITIONAL COMMENTS.....

IMPROVEMENTS

General Description	Foundation	Exterior Description materials/condition	Interior materials/condition
Units ☐ Two ☐ Three ☒ Four	☒ Concrete Slab ☐ Crawl Space	Foundation Walls CONCRETE SLAB/GOOD	Floors CARRPET/VINYL/AVG
☐ Accessory Unit (describe below)	☐ Full Basement ☐ Partial Basement	Exterior Walls STUCCO/STONE/GOOD	Walls DRYWALL/GOOD
# of Stories 2 # of bldgs. 1	Basement Area N/A sq.ft.	Roof Surface COMP.SHINGLE/GOOD	Trim/Finish WOOD/PAINTED/GOOD
Type ☐ Det. ☒ Att. ☐ S-Det./End Unit	Basement Finish N/A %	Gutters & Downspouts ALUMINUM/AVG	Bath Floor VINYL/AVG
☒ Existing ☐ Proposed ☐ Under Const.	☐ Outside Entry/Exit ☐ Sump Pump	Window Type METAL SLIDERS/AVG	Bath Wainscot VINYL/AVG
Design (Style) FOURPLEX	Evidence of ☐ Infestation NONE NOTED	Storm Sash/Insulated NONE	**Car Storage**
Year Built 1964	☐ Dampness ☐ Settlement	Screens YES/METAL/AVG	☒ None
Effective Age (Yrs) 15	**Heating/Cooling**	**Amenities**	☐ Driveway # of Cars
Attic ☐ None	☐ FWA ☐ HWBB ☐ Radiant	☐ Fireplace(s) # N/A ☐ Woodstove(s) # N/A	Driveway Surface N/A
☐ Drop Stair ☐ Stairs	☒ Other WALL Fuel GAS	☒ Patio/Deck SIDES ☒ Fence NONE	☐ Garage # of Cars N/A
☐ Floor ☒ Scuttle	Cooling ☐ Central Air Conditioning	☐ Pool NONE ☒ Porch FRONT/COV.	☐ Carport # of Cars N/A
☐ Finished ☐ Heated	☒ Individual WALL ☐ Other N/A	☒ Other SHED	☐ Att. ☐ Det. ☐ Built-in

# of Appliances	Refrigerator 2	Range/Oven 2	Dishwasher 2	Disposal 2	Microwave	Washer/Dryer	Other (describe) SHARED UTILITY ROOM

Unit # 1 contains:	4 Rooms	2 Bedrooms	1 Bath(s)	912	Square Feet of Gross Living Area	
Unit # 2 contains:	4 Rooms	2 Bedrooms	1 Bath(s)	912	Square Feet of Gross Living Area	
Unit # 3 contains:	4 Rooms	2 Bedrooms	1 Bath(s)	912	Square Feet of Gross Living Area	
Unit # 4 contains:	4 Rooms	2 Bedrooms	1 Bath(s)	912	Square Feet of Gross Living Area	

Additional features (special energy efficient items, etc.). THE SUBJECT CONSISTS OF A 2 STORY, AVERAGE QUALITY AND DESIGN, DETACHED FOURPLEX WITH FRONT CV.PORCHES, LOCATED ON TYPICAL SITE OF .12 ACRE, AND BUILT IN 1964. ALL UNITS HAVE ENTRY, LIVING ROOM, KITCHEN, DINING AREA, 2 BEDROOMS, AND 1 BATH. ALL UNITS HAVE CEILING FANS, AND A WALK-IN CLOSET IN BEDROOM. ALL UNITS SHARE A UTILITY ROOM. 3 UNITS ARE RENTED FOR $775/MON, 1 UNIT IS VACANT AND USED FOR MODEL SALE. SEE COMMENTS.....

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). THERE ARE NO FUNCTIONAL INADEQUACIES WHICH NEGATIVELY AFFECT THE MARKETABILITY OF THE SUBJECT PROPERTY. PHYSICAL DEPRECIATION IS BASED UPON THE ESTIMATED EFFECTIVE LIFE OF THE SUBJECT PROPERTY. THE LAND VALUE IS DERIVED THROUGH THE ABSTRACTION METHOD AND IS TYPICAL FOR THE AREA. .....

Form 1025 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

Small Residential Income Property Appraisal Report

File # 07030198N

IMPROVEMENTS

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe.
THERE IS NO EVIDENCE PRESENT OF ADVERSE OR HAZARDOUS ENVIRONMENTAL CONDITIONS NOTED THROUGH SITE INSPECTION OR KNOWLEDGE GAINED THROUGH RESEARCH ON THE SUBJECT. NO TESTS WERE CONDUCTED AND THIS IS BEYOND THE EXPERTISE OF THIS APPRAISER.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe. N/A

Is the property subject to rent control? ☐ Yes ☒ No If Yes, describe RENT CONTROL IS NOT IN EFFECT FOR SACRAMENTO COUNTY.

COMPARABLE RENTAL DATA

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL # 1	COMPARABLE RENTAL # 2	COMPARABLE RENTAL # 3
Address	2201 MORALES COURT RANCHO CORDOVA 279H6	10864 MCBRIDE CT. RANCHO CORDOVA 279H6	10857 MCBRIDE CT. RANCHO CORDOVA 279H6	10864 COLOMA RD. RANCHO CORDOVA 279H6
Proximity to Subject		0.10 miles	0.10 miles	0.08 miles
Current Monthly Rent	$ 2,054	$ 2,400	$ 2,400	$ 2,800
Rent/Gross Bldg. Area	$ 0.56 sq.ft.	$ 0.75 sq.ft.	$ 0.75 sq.ft.	$ 0.88 sq.ft.
Rent Control	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No
Data Source(s)	INSPECTION	MLS# 50102457	MLS# 60001195	MLS# 60056652
Date of Lease(s)	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN
Location	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Actual Age	A43/E15	A44/E15	A44/E15	A44/E15
Condition	GOOD	GOOD	GOOD	GOOD
Gross Building Area	3,646	3,200	3,200	3,200

Unit Breakdown	Rm Count Tot	Br	Ba	Size Sq. Ft.	Rm Count Tot	Br	Ba	Size Sq. Ft.	Monthly Rent	Rm Count Tot	Br	Ba	Size Sq. Ft.	Monthly Rent	Rm Count Tot	Br	Ba	Size Sq. Ft.	Monthly Rent
				3,648				3,200	2,400				3,200	2,400				3,200	2,800
Unit # 1	4	2	1	912	4	2	1	800	$ 600	4	2	1	800	$ 600	4	2	1	800	$ 700
Unit # 2	4	2	1	912	4	2	1	800	$ 600	4	2	1	800	$ 600	4	2	1	800	$ 700
Unit # 3	4	2	1	912	4	2	1	800	$ 600	4	2	1	800	$ 600	4	2	1	800	$ 700
Unit # 4	4	2	1	912	4	2	1	800	$ 600	4	2	1	800	$ 600	4	2	1	800	$ 700

Utilities Included	WATER/SEWER/GAR	WATER/SEWER/GARBAGE	WATER/SEWER/GARBAGE	WATER/SEWER/GARBAGE
GARAGE/FIREPLACE	NONE	NONE/NO FIREPLACE	NONE/NO FIREPLACE	NONE/NO FIREPLACE
HEATING/COOLING	WALL/WALL	WALL/WALL	WALL/WALL	WALL/WINDOW

Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.) THE PROPERTIES CHOSEN FOR RENTAL COMPARABLES ARE ALSO THE CURRENT LISTINGS AND OR SALES USED FOR PROPERTY COMPARISON. THESE PROPERTIES PROVIDE A RANGE OF REN COMPARABLE TO THE LOCATION, DESIGN AND PRICE RANGE OF THE SUBJECT PROPERTY. NO ADJUSTMENTS ARE MADE TO THESE COMPARABLES PROPERTIES. THE PROPERTIES WERE SELECTED BASED ON THEIR RANGE OF RENTS AND THE MOST SIMILAR IN QUALITY AND CONDITION. THE SUBJECT UNITS ARE OWNER OCCUPIED, AND ESTIMATED RENTS ARE USED.

SUBJECT RENT SCHEDULE

Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Leases			Actual Rents			Opinion of Market Rent		
	Lease Date		Per Unit		Total	Per Unit		Total
Unit #	Begin Date	End Date	Unfurnished	Furnished	Rents	Unfurnished	Furnished	Rents
1	MONTHLY	MONTHLY	$ 775	$ N/A	$ 775	$ 775	$ N/A	$ 775
2	MONTHLY	MONTHLY	775	N/A	775	775	N/A	775
3	MONTHLY	MONTHLY	775	N/A	775	775	N/A	775
4	MONTHLY	MONTHLY	775	N/A	775	775	N/A	775
Comment on lease data N/A			Total Actual Monthly Rent		$ 3,100	Total Gross Monthly Rent		$ 3,100
			Other Monthly Income (itemize)		$	Other Monthly Income (itemize)		$
			Total Actual Monthly Income		$ 3,100	Total Estimated Monthly Income		$ 3,100

Utilities included in estimated rents ☐ Electric ☒ Water ☒ Sewer ☒ Gas ☐ Oil ☐ Trash collection ☐ Cable ☐ Other N/A

Comments on actual or estimated rents and other monthly income (including personal property) THE SUBJECT IS RENTED IN ALL FOUR UNITS. THE OWNERS PAY FOR WATER, SEWER AND GARBAGE AND TENANTS ARE RESPONSIBLE FOR THEIR OWN YARD MAINTENANCE. THE TENANTS ARE RESPONSIBLE FOR GAS AND ELECTRICITY. ACTUAL RENTS ARE USED FOR THE PURPOSE OI THE OPEATING INCOME STATEMENT AND INCOME APPROACH.

PRIOR SALE HISTORY

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain N/A

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) NATIONAL DATA COLLECTIVE, DATAQUICK, MLS

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) NATIONAL DATA COLLECTIVE, DATAQUICK, MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	NONE	NONE	NONE	NONE
Price of Prior Sale/Transfer	NO PRIOR SALE WITHIN 3 YEARS	NO PRIOR SALES WITHIN 1 YEAR	NO PRIOR SALES WITHIN 1 YEAR	NO PRIOR SALES WITHIN 1 YEAR
Data Source(s)	METRO SCAN	METRO SCAN	METRO SCAN	METRO SCAN
Effective Date of Data Source(s)	03/21/07	03/21/07	03/21/07	03/21/07

Analysis of prior sale or transfer history of the subject property and comparable sales ALL COMPARABLES HAD NO PRIOR SALES WITHIN THE LAST 12 MONTHS. THE SUBJECT HAD NO SALES WITHIN 3 YEARS. NO INFORMATION IS AVAILABLE REGARDING LOAN CHARGES OR SALE CONCESSIONS FOR THE SUBJECT OR COMPARABLES THROUGH DATA SOURCES.

Small Residential Income Property Appraisal Report

File # 07030198N

There are 6 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 390,000 to $ 575,000

There are 11 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 345,000 to $ 550,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	2201 MORALES COURT RANCHO CORDOVA 279H6	10864 MCBRIDE CT. RANCHO CORDOVA 279H6		10857 MCBRIDE CT. RANCHO CORDOVA 279H6		10864 COLOMA RD. RANCHO CORDOVA 279H6	
Proximity to Subject		0.10 miles		0.10 miles		0.08 miles	
Sale Price	$ MARKET VALUE		$ 520,000		$ 520,000		$ 525,000
Sale Price/Gross Bldg. Area	$ 143.99 sq.ft.	$ 162.50 sq.ft.		$ 162.50 sq.ft.		$ 164.06 sq.ft.	
Gross Monthly Rent	$ 3,100	$ 2,400		$ 2,400		$ 2,800	
Gross Rent Multiplier	188.00	216.67		216.67		187.50	
Price per Unit	$ 131,250	$ 260,000		$ 260,000		$ 262,500	
Price per Room	$ 32,812	$ 32,500		$ 32,500		$ 32,813	
Price per Bedroom	$ 65,625	$ 65,000		$ 65,000		$ 65,625	
Rent Control	☐ Yes ☒ No	☐ Yes ☒ No		☐ Yes ☒ No		☐ Yes ☒ No	
Data Source(s)		MLS# 50102457		MLS# 60001195		MLS# 60056652	
Verification Source(s)		DOM 219 DOC# 60614 560		DOM 74 DOC# 60414 2289		DOM 72 DOC# 60803 279	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(–) Adjustment	DESCRIPTION	+(–) Adjustment	DESCRIPTION	+(–) Adjustment
Sale or Financing Concessions		CONVENTIONAL NONE		CONVENTIONAL NONE		CONVENTIONAL NONE	
Date of Sale/Time		06/14/06		04/14/06		08/07/06	
Location	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site	.12 ACRE/AVG	.23 ACRE/SUP	-10,000	.20 ACRE/SUP	-8,000	.12 ACRE/AVG	
View	NONE	NONE		NONE		NONE	
Design (Style)	FOURPLEX	FOURPLEX		FOURPLEX		FOURPLEX	
Quality of Construction	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Actual Age	A43/E15	A44/E15		A44/E15		A44/E15	
Condition	GOOD	GOOD		GOOD		GOOD	
Gross Building Area	3,646	3,200	+13,380	3,200	+13,380	3,200	+13,380
Unit Breakdown	Total / Bdrms / Baths	Total / Bdrms / Baths		Total / Bdrms / Baths		Total / Bdrms / Baths	
Unit # 1	4 / 2 / 1	4 / 2 / 1		4 / 2 / 1		4 / 2 / 1	
Unit # 2	4 / 2 / 1	4 / 2 / 1		4 / 2 / 1		4 / 2 / 1	
Unit # 3	4 / 2 / 1	4 / 2 / 1		4 / 2 / 1		4 / 2 / 1	
Unit # 4	4 / 2 / 1	4 / 2 / 1		4 / 2 / 1		4 / 2 / 1	
Basement Description	N/A	NONE		NONE		NONE	
Basement Finished Rooms	NONE	NONE		NONE		NONE	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	WALL/WALL	WALL/WALL		WALL/WALL		WALL/WINDOW	
Energy Efficient Items	NONE	NONE		NONE		NONE	
Parking On/Off Site	OPEN PARKING	OPEN PARKING		OPEN PARKING		OPEN PARKING	
Porch/Patio/Deck	CV PORCHES	CV.PORCHES/PATIOS		CV.PORCHES/PATIOS		PATIOS/BALCONIES	
FIREPLACE	NONE	NO FIREPLACE		NO FIREPLACE		NO FIREPLACE	
KITCHEN	RO/FH/DP/DW	RO/FH/DW		RO/FH/DW		RO/FH/DP/DW	
OUTBUILDINGS	NONE	NONE		NONE		NONE	
Net Adjustment (Total)		☒ + ☐ –	$ 3,380	☒ + ☐ –	$ 5,380	☒ + ☐ –	$ 13,380
Adjusted Sale Price of Comparables		Net 0.7 % Gross 4.5 %	$ 523,380	Net 1.0 % Gross 4.1 %	$ 525,380	Net 2.5 % Gross 2.5 %	$ 538,380
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)		$ 261,690		$ 262,690		$ 269,190	
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)		$ 32,711		$ 32,836		$ 33,649	
Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)		$ 65,423		$ 65,673		$ 67,298	
Value per Unit	$ 131,250 X 4	Units = $	525,000	Value per GBA $ 143.99 X 3,646	GBA = $		524,988
Value per Rm.	$ 32,812 X 16	Rooms = $	524,992	Value per Bdrms. $ 65,625 X 8	Bdrms. = $		525,000

Summary of Sales Comparison Approach including reconciliation of the above indicators of value. THE COMPARABLES SELECTED BEST REPRESENT THE SUBJECT LOCATION, SIZE, AGE AND UTILITY AS WELL AS THOSE THAT ARE MOST REPRESENTATIVE OF THE CURRENT MARKET ACTIVITY IN THE SUBJECT NEIGHBORHOOD. SEE ADDITIONAL COMMENTS.....

INCOME

Indicated Value by Sales Comparison Approach $ 525,000

Total gross monthly rent $ 3,100 X gross rent multiplier (GRM) 188.00 = $ 582,800 Indicated value by the Income Approach

Comments on income approach including reconciliation of the GRM THE INCOME APPROACH IS CONSIDERED ALONG WITH THE SALES COMPARISON APPROACH AND THE COST APPROACH. THE SALES COMPARISON APPROACH IS GIVEN THE MOST WEIGHT. SEE ADDITIONAL COMMENTS.....

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 525,000 **Income Approach $** 582,800 **Cost Approach (if developed) $** 566,099

THE COST APPROACH IS USED AS AN UPPER LIMIT TO VALUE AND TO OBTAIN A SITE VALUE THROUGH ABSTRACTION. THE INCOME APPROACH IS A GUIDELINE TO DETERMINE ABILITY TO SERVICE DEB AND THE RETURN ON INVESTMENT. SEE ADDITIONAL COMMENTS.....

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: THE HIGHEST AND BEST USE OF THE SUBJECT IS FOR OWNER OCCUPANCY, THUS, THE COST APPROACH IS CONSIDERED AND THE SALES COMPARISON APPROACH IS GIVEN THE MOST WEIGHT. SEE COMMENTS...

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 525,000 **, as of** 03/21/07 **, which is the date of inspection and the effective date of this appraisal.**

Form 1025 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

Small Residential Income Property Appraisal Report

File # 07030198N

ADDITIONAL COMMENTS

SEE SUPPLEMENTAL ADDENDUM PAGE

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) THE LAND VALUE IS TYPICAL FOR THIS AREA AS DETERMINED BY TH EXTRACTION METHOD. THERE ARE NO VACANT SITE SALES WITHIN THE AREA TO BE USED FOR A MARKET COMPARISON. THE SUBJECT SITE IS ZONED RESIDENTIAL/APARTMENTS AND IS CONVERTIN(TO PARCELS WITH FOURPLEX'S. SEE ADDENDUM FOR SITE COMMENTS. ALL UTILITIES ARE TYPICAL FOR THIS SITE AND AREA. SEE ADDITIONAL COMMENTS.....

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE				=$	100,000
Source of cost data APPRAISER KNOWLEDGE/LOCAL BUILDERS/MARSHALL & SWIFT	DWELLING	3,646 Sq.Ft. @ $	140.00		=$	510,440
Quality rating from cost service N/A Effective date of cost data N/A		N/A Sq.Ft. @ $			=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	4RO/4FH/4DP/4DW				=$	18,500
REPLACEMENT FIGURES ARE TAKEN FROM THE CURRENT COST FACTORS IN MARSHALL AND	Garage/Carport	Sq.Ft. @ $			=$	
SWIFT.FOR A DETAILED FLOOR PLAN SEE THE ATTACHED SKETCH ADDENDUM.(INTERIOR ROOMS AR	Total Estimate of Cost-New				=$	528,940
NOT TO SCALE.) COST FIGURES USED ARE BASED UPON THE ESTIMATED QUALITY OF THE SUBJECT	Less	Physical	Functional	External		
STRUCTURE. PHYSICAL DEPRECIATION IS BASED ON THE ESTIMATED REMAINING LIFE. LAND VALUE	Depreciation	79,341			=$(	79,341)
IS TYPICAL FOR THE AREA AS DETERMINED BY THE EXTRACTION METHOD. THE 'AS-IS" VALUE OF	Depreciated Cost of Improvements				=$	449,599
THE IMPROVEMENT INCLUDES ALL HARDSCAPING IMPROVEMENTS. SEE COMMENTS...	"As-is" Value of Site Improvements				=$	16,500
	COV.PORCHES					
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH				=$	566,099

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities. DOES NOT APPLY TO THE SUBJECT

Form 1025 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

This report form is designed to report an appraisal of a two- to four-unit property, including a two- to four-unit property in a planned unit development (PUD). A two- to four-unit property located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements, including each of the units. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER MARK J. COSTI

Signature Mark J. Costi
Name MARK J. COSTI
Company Name MICHELLE CLYDE APPRAISALS
Company Address 2451 SERENATA WAY
SACRAMENTO, CA 95835
Telephone Number (916) 419-1816
Email Address mcappraisals1@comcast.net
Date of Signature and Report 03/21/07
Effective Date of Appraisal 03/21/07
State Certification #
or State License # AL031286
or Other (describe) State #
State CA
Expiration Date of Certification or License 7/15/2007

ADDRESS OF PROPERTY APPRAISED
2201 MORALES COURT
RANCHO CORDOVA, CA 95670-4135

APPRAISED VALUE OF SUBJECT PROPERTY $ 525,000

LENDER/CLIENT
Name MARK KRAMER
Company Name MARK KRAMER
Company Address 575 McCRAY ROAD, NAVATO, CA 94947
Email Address MARKKRAMER01@YAHOO.COM

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature Michelle Clyde
Name MICHELLE CLYDE
Company Name MICHELLE CLYDE APPRAISALS
Company Address 2451 SERENATA WAY
SACRAMENTO, CA 95835
Telephone Number 916-419-1816
Email Address MCAPPRAISALS1@COMCAST.NET
Date of Signature 03/21/07
State Certification # AR027173
or State License #
State CA
Expiration Date of Certification or License 10/5/2007

SUBJECT PROPERTY

☒ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

Form 1025 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

Supplemental Addendum

File No. 07030198N

Borrower/Client MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
Lender MARK KRAMER			

NEIGHBORHOOD

THE SUBJECT IS COMPATIBLE WITH OTHER HOMES IN THE SUBDIVISION AND IS CONVENIENT TO SCHOOLS, SHOPPING AND EMPLOYMENT ACCESS IN SACRAMENTO, FOLSOM AND ELK GROVE. MAINTENANCE OF THE AREA IS DEEMED TO BE TYPICAL WITH NO UNFAVORABLE FACTORS PRESENT TO AFFECT MARKETABILITY. THE AREA HAS MANY NEW INDUSTRIAL AND COMMERCIAL AREAS, INCLUDING MOTELS, REGIONAL SHOPPING AND BUSINESS COMPLEXES. INTERSTATE 50 RUNS ALONG THE RANCHO CORDOVA AREA AND PROVIDES ACCESS TO INTERSTATE 80 AND 5. THE AREA HAS MANY SCHOOLS, PARKS AND RECREATIONAL AREAS NEAR THE SUBJECT.

MARKET CONDITIONS IN NEIGHBORHOOD

THE INTEREST RATES AND POINTS ARE NEGOTIABLE ITEMS, AND ADJUSTMENTS FOR CONCESSIONS ON VA AND FHA FINANCING ARE ONLY MADE WHEN IT S EVIDENCED THAT THE SELLER HAS PAID POINTS TO FACILITATE THE BUYER IN DISCOUNTING AN INTEREST RATE TO OBTAIN A LOAN. THERE IS NO EVIDENCE OF ANY FINANCING CONCESSIONS WITHIN THE AREA THAT ARE TYPICALLY USED AS A MARKETING TOOL. SOME SELLERS ARE OFFERING TO PAY A PORTION, OR ALL OF A BUYERS NON-RECURRING CLOSING COSTS TO FACILITATE A CLOSED SALE AND THIS HAS BECOME A COMMON PRACTICE IN TODAYS REAL ESTATE MARKET. ACCORDING TO THE LOCAL BOARD OF REALTORS, LISTINGS WITHIN THIS AREA ARE SELLING FOR APPROXIMATELY 90%-100% OF THEIR ASKING PRICE.

SALES COMPARISON

ALL COMPARABLES SELECTED ARE THE MOST SIMILAR IN LOCATION, CONSTRUCTION, QUALITY, DESIGN, APPEAL, CONDITION AND UTILITY TO THE SUBJECT PROPERTY. ADJUSTMENTS ARE MADE TO THE COMPARABLES WHICH DIFFER FROM THE ABOVE CHARACTERISTICS, BY MEANS OF COMPARABLE DATA. IN ORDER TO AVOID ANY DUPLICATION OF ADJUSTMENTS, ANY DIFFERENCE IN ROOM COUNT IS ADJUSTED IN THE GROSS SQUARE LIVING AREA OF THE PROPERTIES. THE SUBJECT IS 3646 SQUARE FEET AND ALTHOUGH NOT UNTYPICAL FOR THE AREA, DUE TO TYPICALLY LONG TERM OWNERSHIP WITH FEWER SALES AVAILABLE, NO SIMILAR SALES WERE FOUND AT THIS TIME WITH EQUAL OR GREATER SQUARE FOOTAGE. GROSS LIVING AREA IS ADJUSTED AT $30/SF AND ROUNDED. LIKE DESIGN UNITS ARE USED WHEN AVAILABLE. COMPARABLES WITH MORE OR LESS UNITS ARE ONLY USED WHEN LIKE PROPERTIES ARE NOT AVAILABLE. IF UNITS OF DIFFERENT NATURE ARE USED, BOTH SQUARE FOOTAGE AND BATHS ARE ADJUSTED ACCORDINGLY. THE COMPARABLE TIME PERIOD CAN BE EXTENDED TO 15 MONTHS DUE TO THE LACK OF SIMILAR FOURPLEX UNITS WITHIN THE SUBJECT AND COMPETING AREAS IF NECESSARY. THE SUBJECT IS A FOURLEX LOCATED IN AN AREA WITH A HIGH DEMAND FOR SIMILAR UNITS AND TYPICALLY LONG TERM OWNERSHIP WITH FEWER SALES AVAILABLE. AN EXTENSIVE SEARCH WAS MADE TO FIND RECENT, SIMILAR SALES TO THE SUBJECT. IN ORDER TO FIND SIMILAR SALES, IT WAS NECESSARY AND UNAVOIDABLE TO SEARCH PAST 6 MONTHS. THE BEST AVAILABLE COMPARABLES WERE USED. EFFECTIVE AGE ADJUSTMENTS ARE MADE BASED ON CURRENT ACTUAL AGE, IMPROVEMENTS OR UPGRADES, STYLE, DESIGN, MODERNIZATION VERSUS THAT OF THE SUBJECT. SITE ADJUSTMENTS MADE TO COMPARABLES 1 AND 2 BASED ON SIZE AND LOCATION. SITE VALUES VARY DEPENDING ON THE AREA. INFORMATION FROM MLS/MARKET AND TAX DATA. ALL COMPARABLES ARE GIVEN EQUAL WEIGHT. THE COST, INCOME AND MARKET APPROACHES ARE USED WITH THE MARKET APPROACH CONSIDERED A TRUER INDICATION OF VALUE. THE APPRAISED VALUE FALLS WITHIN THE ADJUSTED VALUE RANGE OF THE COMPARABLES AND IS CONSIDERED A LOGICAL INDICATION OF VALUE AND IS ADOPTED.

INCOME APPROACH

WHEN IT IS FEASIBLE, THE ESTIMATED MARKET RENTS ARE USED FOR THE GRM COMPARISON, SINCE ACTUAL RENTS OFTEN CHANGE AFTER A TRANSFER OF OWNERSHIP. THE GRM IS HELPFUL IN PROJECTING THE SUBJECTS ABILITY TO SERVICE DEBT AND DETERMINE A RETURN ON INVESTMENT. RENTS WITHIN THIS AREA ARE NOT SUBJECT TO RENT CONTROLS. THE SUPPLY AND DEMAND IS THE BEST INDICATOR OF THE MARKET RENT TRENDS WITHIN ANY GIVEN AREA. ALL COMPARABLES ARE WITHIN SUBJECT AREA. RENTS FOR THE OPERATING INCOME STATEMENT ARE BASED ON ACTUAL RENTS.

CONDITIONS OF APPRAISAL

THIS REPORT IS NOT TO BE USED FOR SALE, LITIGATION, TAX PURPOSES OR PARTNERSHIP DISPUTES, WITHOUT THE WRITTEN AUTHORIZATION OF THE APPRAISER AS SHOWN BELOW. THIS APPRAISAL REPORT IS INTENDED FOR USE IN THE MORTGAGE TRANSACTION ONLY. THIS REPORT IS NOT INTENDED FOR ANY OTHER USE. THE EXTERIOR OF THE COMPARABLE PROPERTIES WERE INSPECTED/DRIVEN BY, AND THE PHOTOS USED ACCURATELY REPRESENT THE CONDITION OF THE COMPARABLES AT THE TIME OF THE INSPECTION. THERE ARE NO CONDITIONS ON THE SUBJECT.
THIS APPRAISAL IS FOR PURPOSES OF DETERMINING MARKET VALUE.

DIGITAL SIGNATURE

THIS APPRAISAL MAYBE SIGNED DIGITALLY AND IS CONSIDERED AN ORIGINAL SIGNATURE. THE DIGITAL SIGNATURE CANNOT BE REMOVED OR ALTERED BY ANY RECIPIENTS OF THE APPRAISAL THROUGH EMAIL. THE APPRAISAL REPORT CANNOT BE ALTERED ONCE THE APPRAISAL IS DIGITALLY SIGNED BY ANY RECIPIENT UNLESS THE SIGNATURE IS REMOVED. ANY ATTEMPT TO DO SO WOULD BE UNLAWFUL. IF THERE ARE ANY FURTHER QUESTIONS, PLEASE CALL MY OFFICE AT 916-419-1816.

SITE COMMENTS

THE SUBJECT USE CODE IS CURRENTLY ZONED AS APARTMENTS. AT TIME OF INSPECTION THE SUBJECT IS IN THE PROCESS OF CONVERTING TO RESIDENTIAL/MULTI-FAMILY PER CURRENT OWNER. THE SITE SIZE IS DETERMINED PER INFORMATION FROM OWNER. PLAT MAP DOES NOT REFLECT .12 ACRE. DUE TO CURRENT USE CODE AND ZONING.

Supplemental Addendum

File No. 07030198N

Borrower/Client MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
Lender MARK KRAMER			

FINAL RECONCILIATION

THE MARKET APPROACH IS BEST INDICATOR OF THE CURRENT MARKET CONDITIONS. MOST EMPHASIS IS PLACED ON THE MARKET APPROACH SINCE CURRENT MARKET TRENDS SUPPORT THE INCOME APPROACH IN CURRENT MARKET RENTS AND THE COST APPROACH IN CURRENT MARKET VALUE OF THE SITE. THE INCOME APPROACH IS USED AS A GUIDELINE TO VALUE AND TO INDICATE A CURRENT MARKET TREND. ALL SALES INFORMATION IS VERIFIED THROUGH THE COUNTY RECORDS AS CONVEYED THROUGH METRO SCAN. THE PRIMARY SOURCE OF INFORMATION IS TAKEN FROM THE MULTIPLE LISTING SERVICE, CALIFORNIA MARKET DATA AND VISUAL INSPECTION. WHEN INFORMATION IS USED FROM ANOTHER SOURCE, THE NAME AND PHONE NUMBER IS PROVIDED WITHIN THIS REPORT AS A VERIFIABLE SOURCE.

Operating Income Statement

07030198N

One- to Four-Family Investment Property and Two- to Four-Family Owner-Occupied Property

Property Address

2201 MORALES COURT	RANCHO CORDOVA	CA	95670-4135
Street	City	State	Zip Code

General Instructions: This form is to be prepared jointly by the loan applicant, the appraiser, and the lender's underwriter. The applicant must complete the following schedule indicating each unit's rental status, lease expiration date, current rent, market rent, and the responsibility for utility expenses. Rental figures must be based on the rent for an "unfurnished" unit.

	Currently Rented	Expiration Date	Current Rent Per Month	Market Rent Per Month	Utility Expense	Paid By Owner	Paid By Tenant
Unit No. 1	Yes ☒ No ☐	UNKNOWN	$ 775	$ 775	Electricity	☐	☒
Unit No. 2	Yes ☒ No ☐	UNKNOWN	$ 775	$ 775	Gas	☐	☒
Unit No. 3	Yes ☒ No ☐	UNKNOWN	$ 775	$ 775	Fuel Oil	☐	☐
Unit No. 4	Yes ☒ No ☐	UNKNOWN	$ 775	$ 775	Fuel (Other)	☐	☐
Total			$ 3,100	$ 3,100	Water/Sewer	☒	☐
					Trash Removal	☒	☐

The applicant should complete all of the income and expense projections and for existing properties provide actual year-end operating statements for the past two years *(for new properties the applicant's projected income and expenses must be provided)*. This Operating Income Statement and any previous operating statements the applicant provides must then be sent to the appraiser for review, comment, and/or adjustments next to the applicant's figures *(e.g. Applicant/Appraiser 288/300)*. If the appraiser is retained to complete the form instead of the applicant, the lender must provide to the appraiser the aforementioned operating statements, mortgage insurance premium, HOA dues, leasehold payments, subordinate financing, and/or any other relevant information as to the income and expenses of the subject property received from the applicant to substantiate the projections. The underwriter should carefully review the applicant's/appraiser's projections and the appraiser's comments concerning those projections. The underwriter should make any final adjustments that are necessary to more accurately reflect any income or expense items that appear unreasonable for the market. *(Real estate taxes and insurance on these types of properties are included in PITI and not calculated as an annual expense item)* Income should be based on the current rents, but should not exceed market rents. When there are no current rents because the property is proposed, new, or currently vacant, market rents should be used.

Annual Income and Expense Projection for Next 12 months

Income *(Do not include income for owner-occupied units)*		By Applicant/Appraiser	Adjustments by Lender's Underwriter
Gross Annual Rental *(from unit(s) to be rented)*	(Current)	$ 37,200	$
Other Income *(include sources)*		+	+
Total		$ 37,200	$
Less Vacancy/Rent Loss		– (%)	– (%)
Effective Gross Income		$ 37,200	$

Expenses *(Do not include expenses for owner-occupied units)*	By Applicant/Appraiser	Adjustments by Lender's Underwriter
Electricity		
Gas		
Fuel Oil		
Fuel (Type -)		
Water/Sewer	750	
Trash Removal	600	
Pest Control	500	
Other Taxes or Licenses		
Casual Labor		
This includes the costs for public area cleaning, snow removal, etc., even though the applicant may not elect to contract for such services.		
Interior Paint/Decorating	600	
This includes the costs of contract labor and materials that are required to maintain the interiors of the living unit.		
General Repairs/Maintenance	800	
This includes the costs of contract labor and materials that are required to maintain the public corridors, stairways, roofs, mechanical systems, grounds, etc.		
Management Expenses		
These are the customer expenses that a professional management company would charge to manage the property.		
Supplies		
This includes the costs of items like light bulbs, janitorial supplies, etc.		
Total Replacement Reserves - See Schedule on Pg. 2	1,269	
Miscellaneous		
Total Operating Expenses	$ 4,519	$

Replacement Reserve Schedule

Adequate replacement reserves must be calculated regardless of whether actual reserves are provided for on the owner's operating statements or are customary in the local market. This represents the total average yearly reserves. Generally, all equipment and components that have a remaining life of more than one year - such as refrigerators, stoves, clothes washers/dryers, trash compactors, furnaces, roofs, and carpeting, etc. - should be expensed on a replacement cost basis.

Equipment	Replacement Cost	Remaining Life			By Applicant/ Appraiser	Lender Adjustments
Stoves/Ranges	@ $ 550 ea.	÷ 15 Yrs.	x 4	Units =	$ 147	$
Refrigerators	@ $ ea.	÷ Yrs.	x	Units =	$	$
Dishwashers	@ $ 400 ea.	÷ 15 Yrs.	x 4	Units =	$ 107	$
A/C Units	@ $ ea.	÷ Yrs.	x	Units =	$	$
C. Washer/Dryers	@ $ ea.	÷ Yrs.	x	Units =	$	$
HW Heaters	@ $ 100 ea.	÷ 12 Yrs.	x 4	Units =	$ 33	$
Furnace(s)	@ $ 1,000 ea.	÷ 15 Yrs.	x 4	Units =	$ 267	$
(Other)	@ $ ea.	÷ Yrs.	x	Units =	$	$
Roof	@ $ 3,500	÷ 20 Yrs.	x One Bldg. =		$ 175	$

Carpeting (Wall to Wall)

				Remaining Life			
(Units)	270 Total Sq. Yds.	@ $ 10.00	Per Sq. Yd.	÷ 5	Yrs. =	$ 540	$
(Public Areas)	Total Sq. Yds.	@ $	Per Sq. Yd.	÷	Yrs. =	$	$

Total Replacement Reserves. (Enter on Pg. 1) $ 1,269 $

Operating Income Reconciliation

$ 37,200 (Effective Gross Income) − $ 4,519 (Total Operating Expenses) = $ 32,681 (Operating Income) ÷ 12 = $ 2,723 (Monthly Operating Income)

$ $ 2,723 (Monthly Operating Income) − $ (Monthly Housing Expense) = $ 2,723 (Net Cash Flow)

(Note: Monthly Housing Expense includes principal and interest on the mortgage, hazard insurance premiums, real estate taxes, mortgage insurance premiums, HOA dues, leasehold payments, and subordinate financing payments.)

Underwriter's instructions for 2-4 Family Owner-Occupied Properties

- If Monthly Operating Income is a positive number, enter as "Net Rental Income" in the "Gross Monthly Income" section of Freddie Mac Form 65/Fannie Mae Form 1003. If Monthly Operating Income is a negative number, it must be included as a liability for qualification purposes.
- The borrower's monthly housing expense-to-income ratio must be calculated by comparing the total Monthly Housing Expense for the **subject property** to the borrower's stable monthly income.

Underwriter's instructions for 1-4 Family Investment Properties

- If Net Cash Flow is a positive number, enter as "Net Rental Income" in the "Gross Monthly Income" section of Freddie Mac Form 65/Fannie Mae Form 1003. If Net Cash Flow is a negative number, it must be included as a liability for qualification purposes.
- The borrower's monthly housing expense-to-income ratio must be calculated by comparing the total monthly housing expense for the borrower's **primary residence** to the borrower's stable monthly income.

Appraiser's Comments *(Including sources for data and rationale for the projections)*

THE ESTIMATED REPLACEMENT COST OF MATERIAL AND LABOR IS BASED ON TODAY'S COST OF AVERAGE QUALITY MATERIALS AND APPRAISERS KNOWLEDGE OF LOCAL MATERIALS AND LABOR COSTS. THE REMAINING ECONOMIC LIFE (REPLACEMENT) IS BASED ON THE EFFECTIVE AGE OF THE SUBJECT PROPERTY. (TYPICAL LIFE EXPECTANCY OF SURFACES AND APPLIANCES.)

MARK J. COSTI (Appraiser Name) | Mark J Costi (Appraiser Signature) | 03/21/07 (Date)

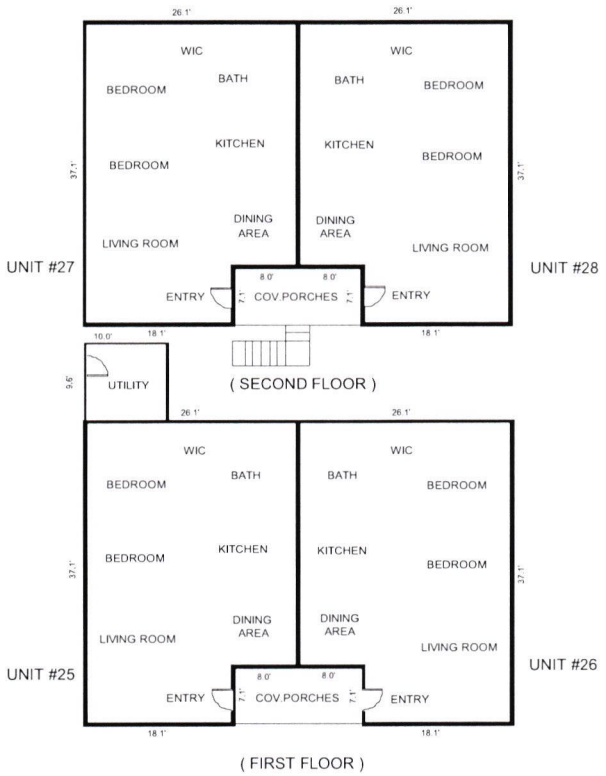
Underwriter's Comments and Rationale for Adjustments

Underwriter Name | Underwriter Signature | Date

Form INC2 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

Building Sketch (Page - 1)

Borrower/Client MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
Lender MARK KRAMER			



Sketch by Apex IV™

Comments:

AREA CALCULATIONS SUMMARY

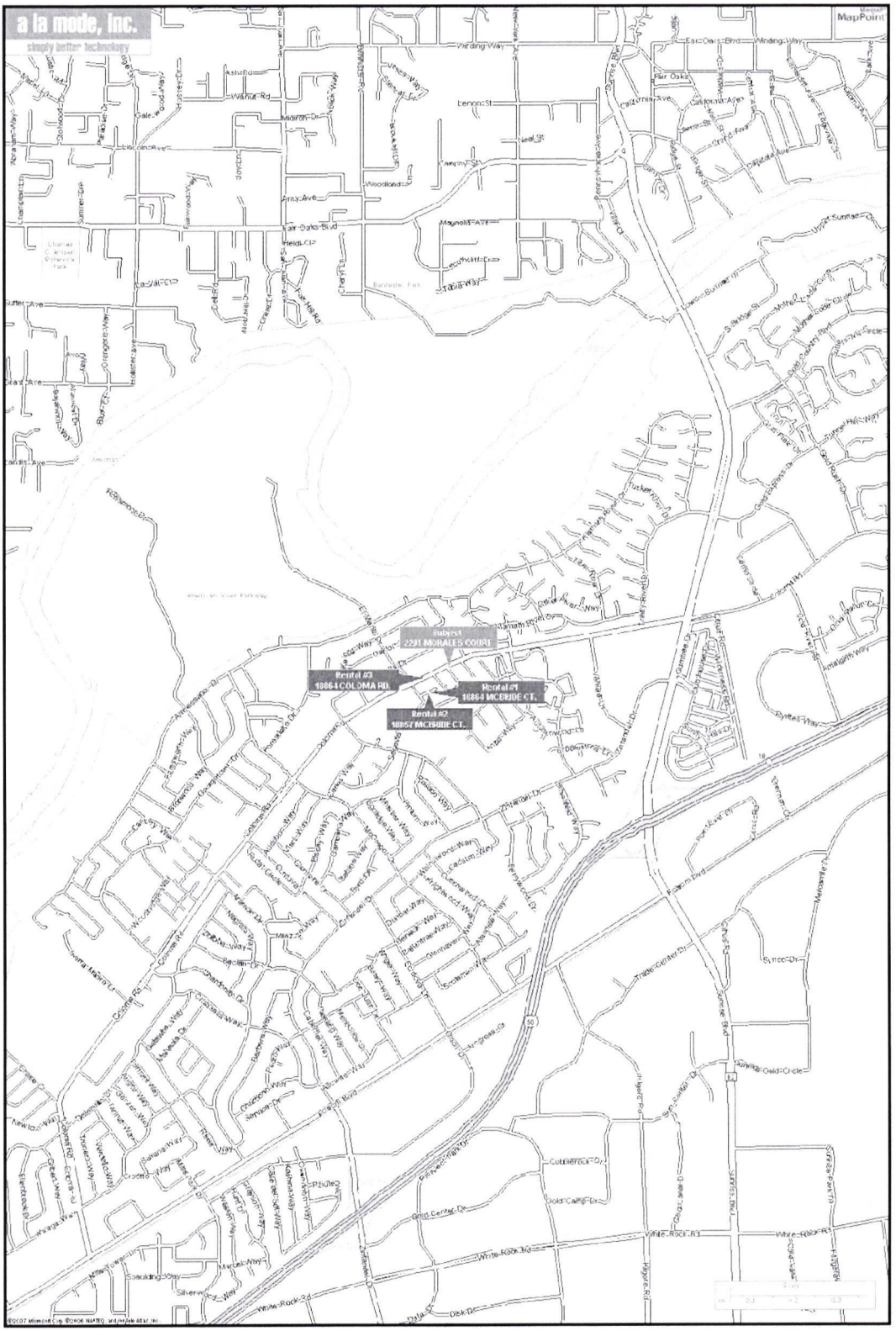
Code	Description	Net Size	Net Totals
GBA1	First Floor UNIT #25	911.5	
	First Floor UNIT #26	911.5	1823.0
GBA2	Second Floor UNIT#27	911.5	
	Second Floor UNIT#28	911.5	1823.0
OTH	UTILITY ROOM	96.0	96.0
Net BUILDING Area		(Rounded)	3646

BUILDING AREA BREAKDOWN

Breakdown			Subtotals
First Floor UNIT #25			
26.1	x	30.0	783.0
7.1	x	18.1	128.5
First Floor UNIT #26			
18.1	x	37.1	671.5
8.0	x	30.0	240.0
Second Floor UNIT#27			
26.1	x	30.0	783.0
7.1	x	18.1	128.5
Second Floor UNIT#28			
18.1	x	37.1	671.5
8.0	x	30.0	240.0
8 Items		(Rounded)	3646

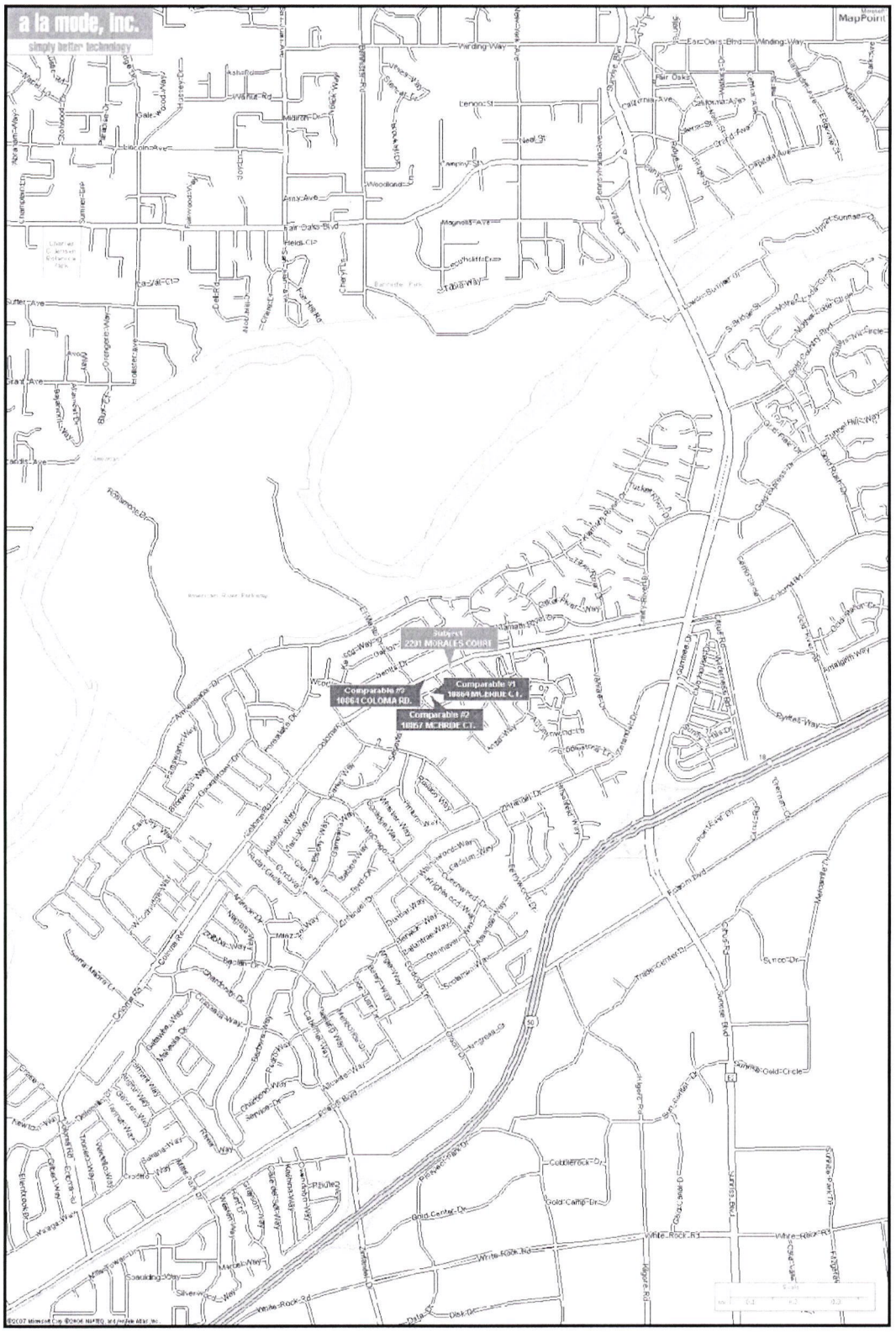
Location Map

Borrower/Client MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
Lender MARK KRAMER			



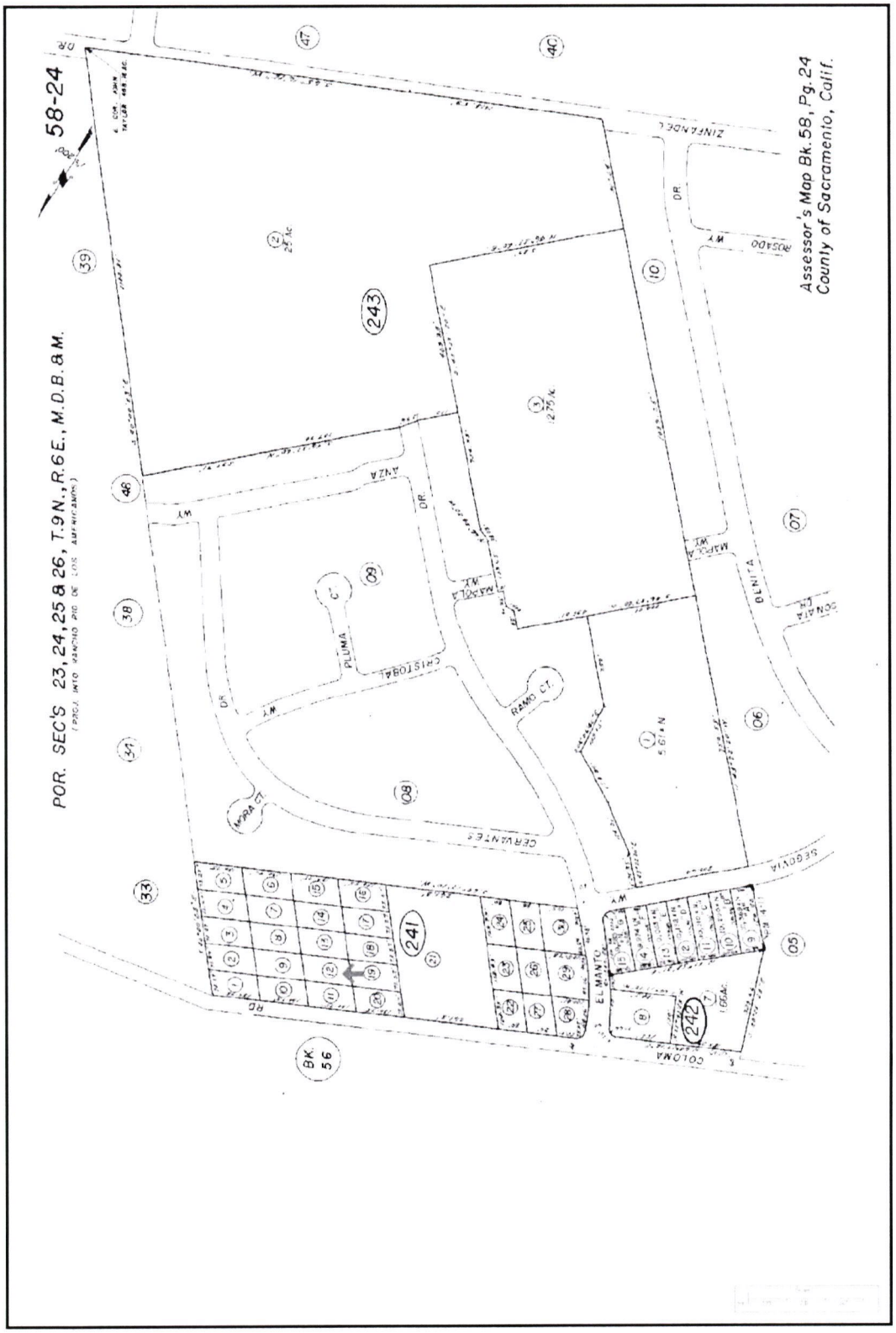
Location Map

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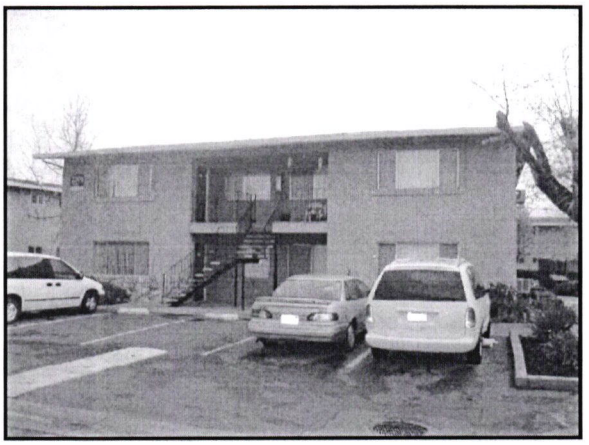
Plat Map

Borrower/Client MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
Lender MARK KRAMER			



Subject Photo Page

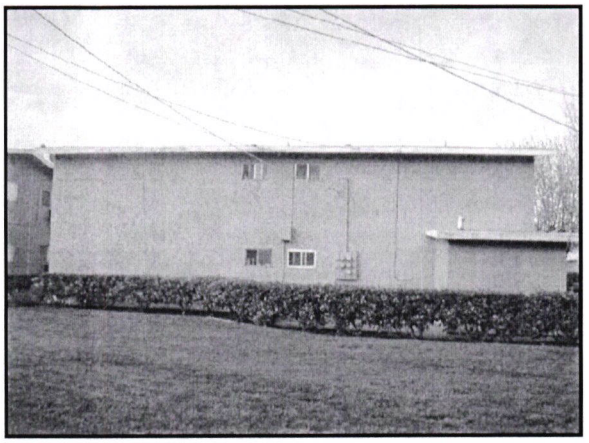
Borrower/Client MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
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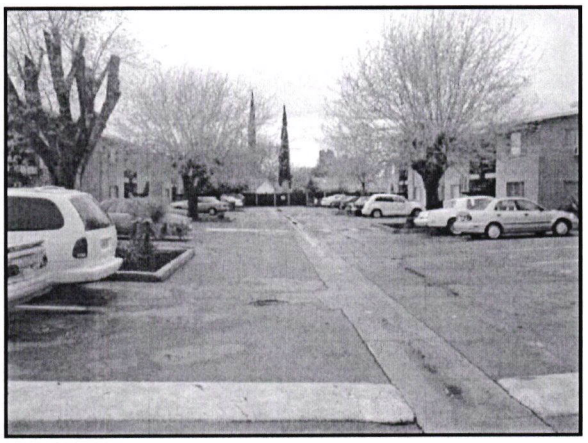
Subject Front

2201 MORALES COURT

Sales Price	MARKET VALUE
G.B.A.	3,646
Age/Yr.Blt.	A43/E15



Subject Rear



Subject Street

Subject Photo Page

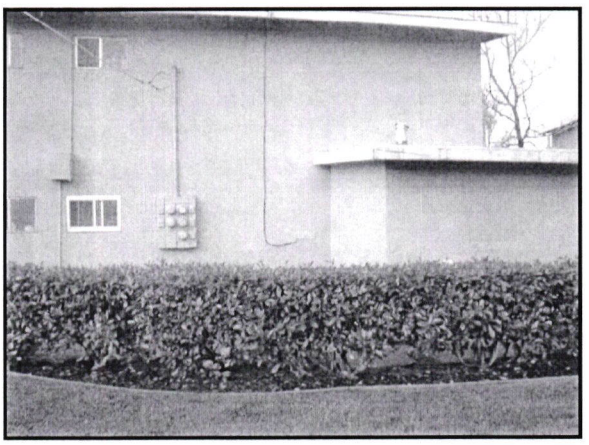
Borrower/Client MARK KRAMER			
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City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
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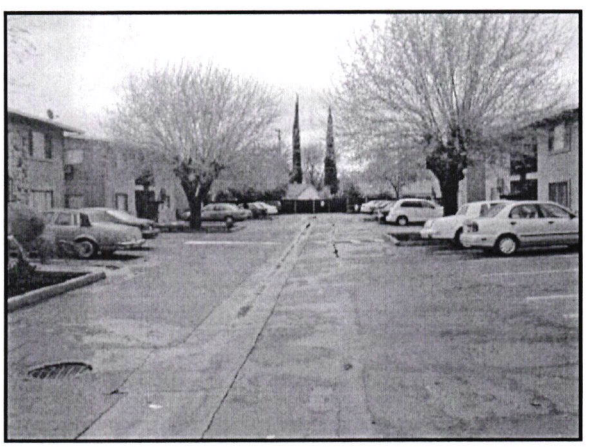
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2201 MORALES COURT

Sales Price	MARKET VALUE
G.B.A.	3,646
Age/Yr.Blt.	A43/E15



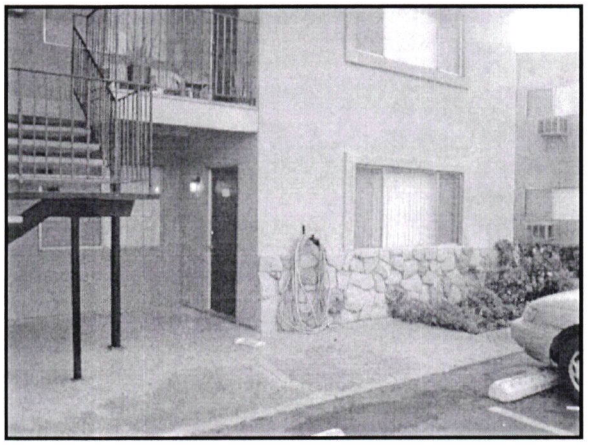
Subject Rear UNIT #25



Subject Street UNIT #25

Subject Photo Page

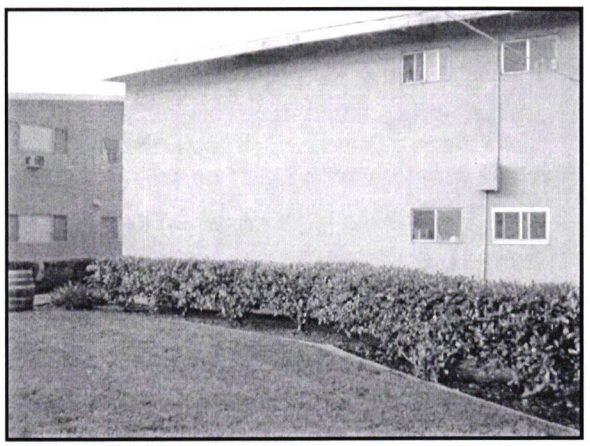
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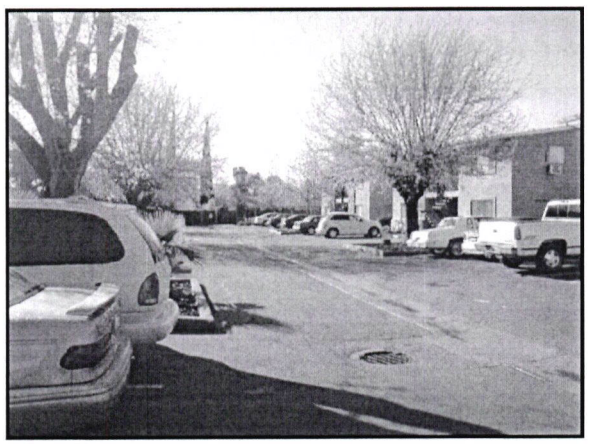
Subject Front UNIT #26

2201 MORALES COURT

Sales Price	MARKET VALUE
G.B.A.	3,646
Age/Yr.Blt.	A43/E15



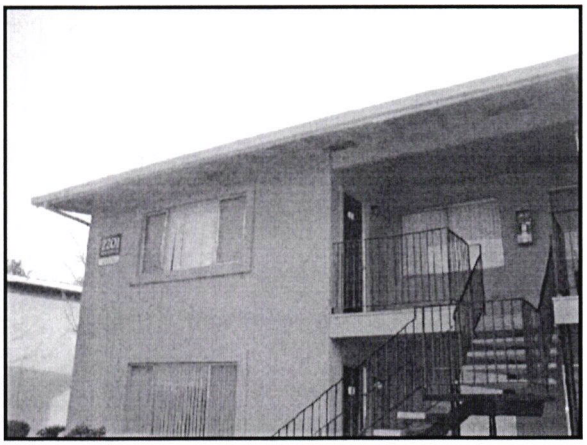
Subject Rear UNIT #26



Subject Street UNIT #26

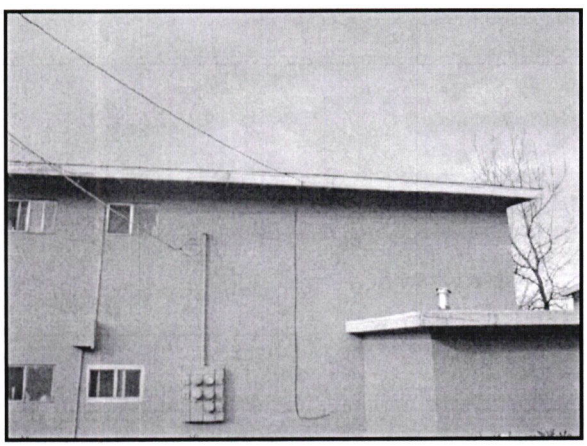
Subject Photo Page

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City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
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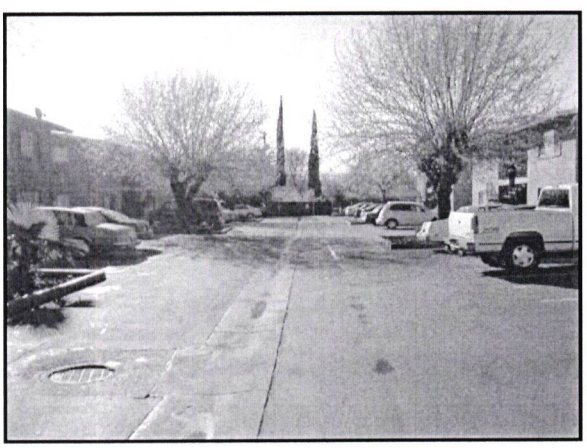


Subject Front UNIT #27

2201 MORALES COURT
Sales Price MARKET VALUE
G.B.A. 3,646
Age/Yr.Blt. A43/E15



Subject Rear UNIT #27



Subject Street UNIT #27

Subject Photo Page

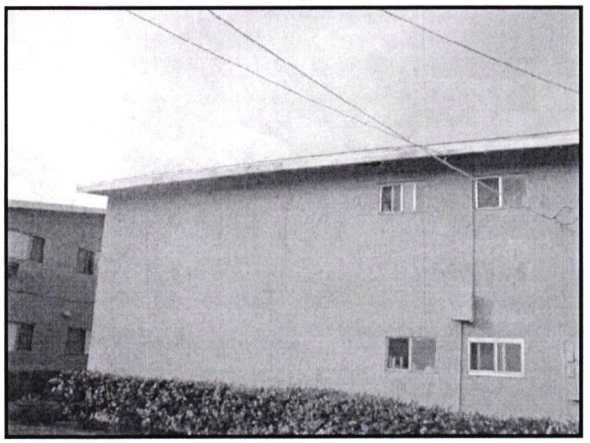
Borrower/Client MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
Lender MARK KRAMER			



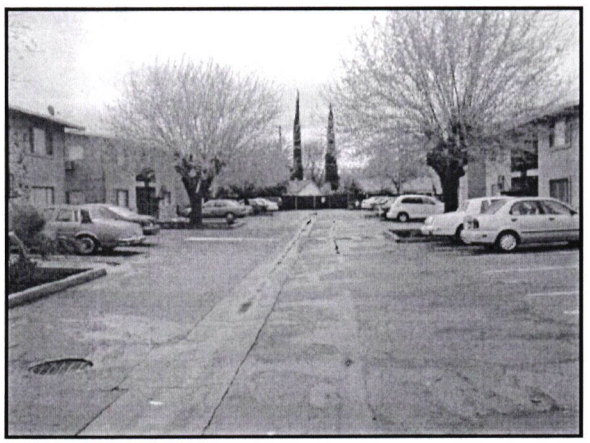
Subject Front UNIT #28

2201 MORALES COURT

Sales Price	MARKET VALUE
G.B.A.	3,646
Age/Yr.Blt.	A43/E15



Subject Rear UNIT #28



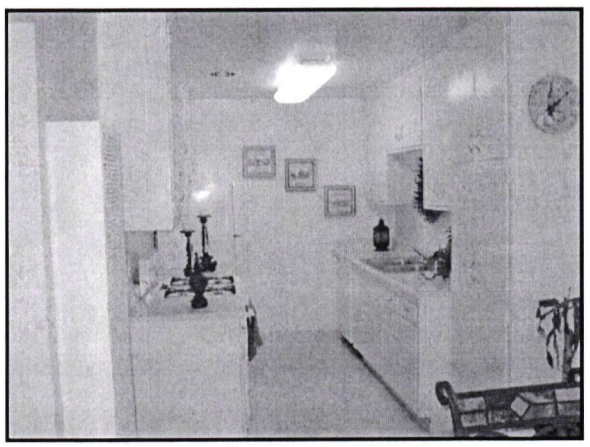
Subject Street UNIT #28

PHOTOGRAPH ADDENDUM

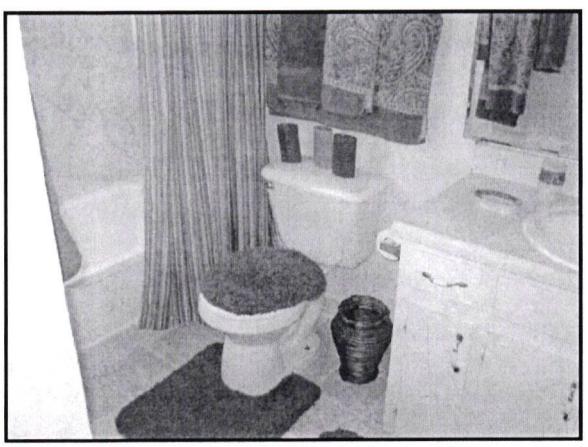
Borrower/Client	MARK KRAMER						
Property Address	2201 MORALES COURT						
City	RANCHO CORDOVA	County	SACRAMENTO	State	CA	Zip Code	95670-4135
Lender	MARK KRAMER						



LIVING ROOM AT UNIT #25



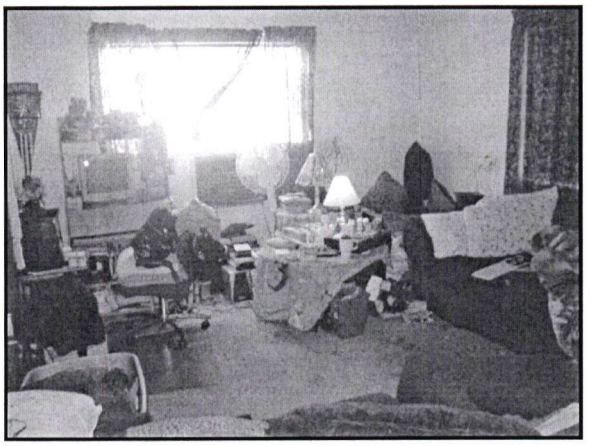
KITCHEN AT UNIT #25



BATHROOM AT UNIT #25

PHOTOGRAPH ADDENDUM

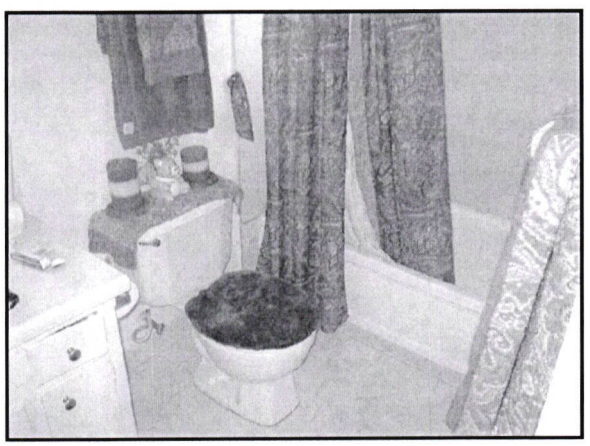
Borrower/Client	MARK KRAMER						
Property Address	2201 MORALES COURT						
City	RANCHO CORDOVA	County	SACRAMENTO	State	CA	Zip Code	95670-4135
Lender	MARK KRAMER						



LIVING ROOM AT UNIT #28



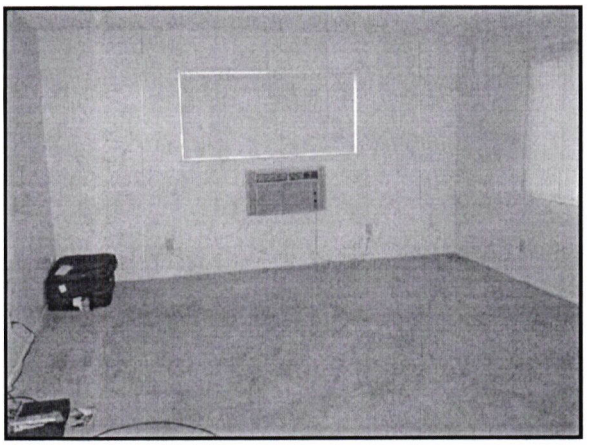
KITCHEN AT UNIT #28



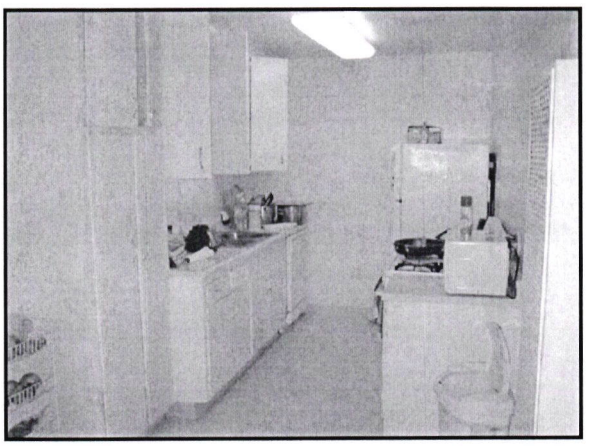
BATHROOM AT UNIT #28

PHOTOGRAPH ADDENDUM

Borrower/Client	MARK KRAMER						
Property Address	2201 MORALES COURT						
City	RANCHO CORDOVA	County	SACRAMENTO	State	CA	Zip Code	95670-4135
Lender	MARK KRAMER						



LIVING ROOM AT UNIT #26



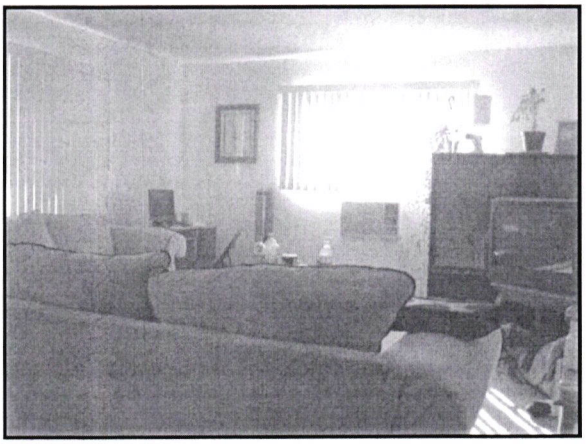
KITCHEN AT UNIT #26



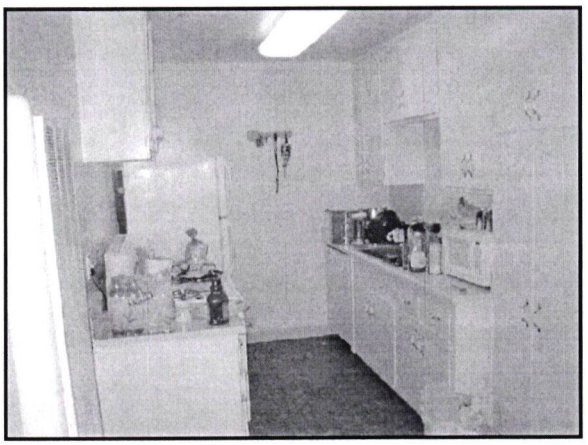
BATHROOM AT UNIT #26

PHOTOGRAPH ADDENDUM

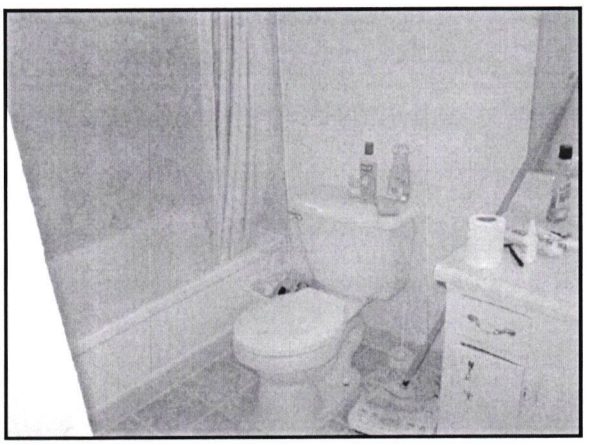
Borrower/Client	MARK KRAMER						
Property Address	2201 MORALES COURT						
City	RANCHO CORDOVA	County	SACRAMENTO	State	CA	Zip Code	95670-4135
Lender	MARK KRAMER						



LIVING ROOM AT UNIT #27



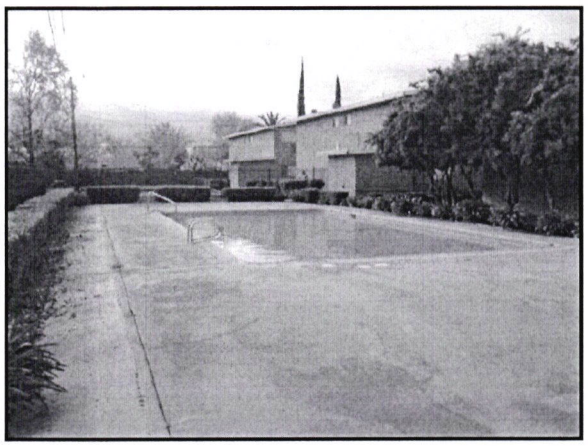
KITCHEN AT UNIT #27



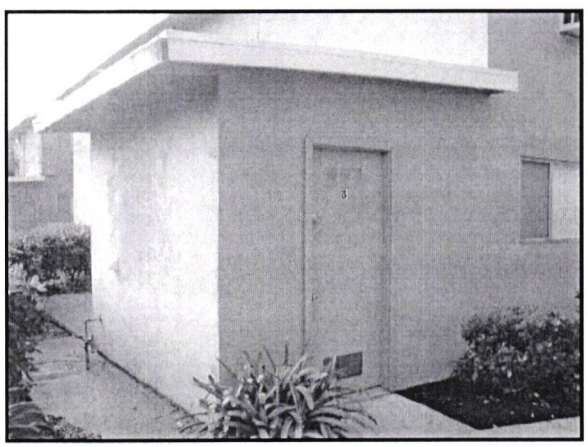
BATHROOM AT UNIT #27

PHOTOGRAPH ADDENDUM

Borrower/Client	MARK KRAMER						
Property Address	2201 MORALES COURT						
City	RANCHO CORDOVA	County	SACRAMENTO	State	CA	Zip Code	95670-4135
Lender	MARK KRAMER						



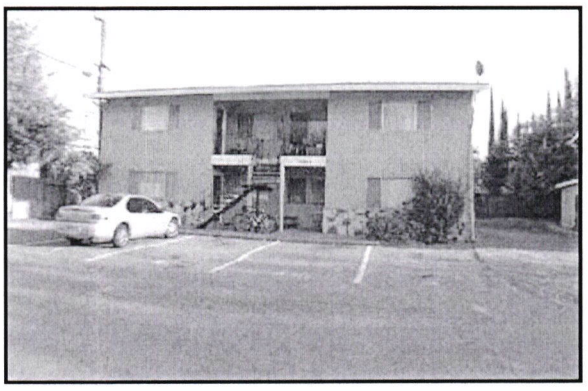
POOL AREA



UTILITY ROOM

Rental Photo Page

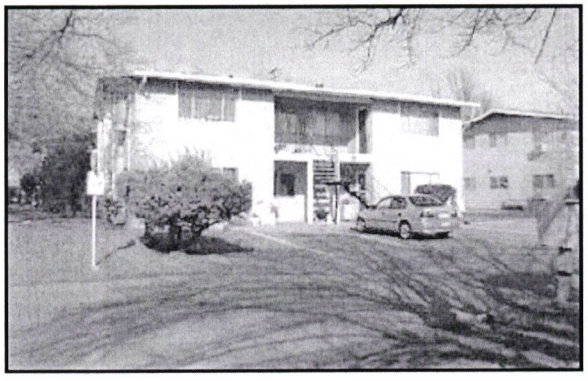
Borrower MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
Lender MARK KRAMER			



Rental 1

10864 MCBRIDE CT.

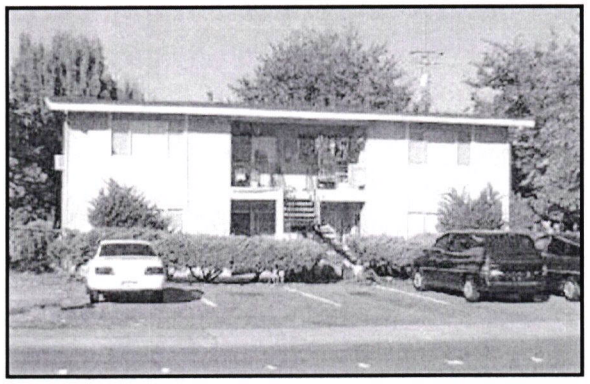
Proximity to Subj.	0.10 miles
GBA	3,200
Age/Year Built	A44/E15



Rental 2

10857 MCBRIDE CT.

Proximity to Subj.	0.10 miles
GBA	3,200
Age/Year Built	A44/E15



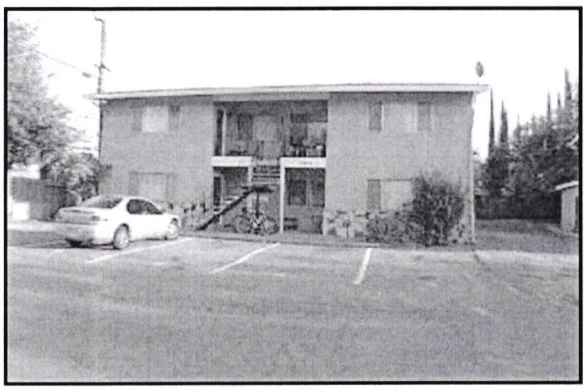
Rental 3

10864 COLOMA RD.

Proximity to Subj.	0.08 miles
GBA	3,200
Age/Year Built	A44/E15

Comparable Photo Page

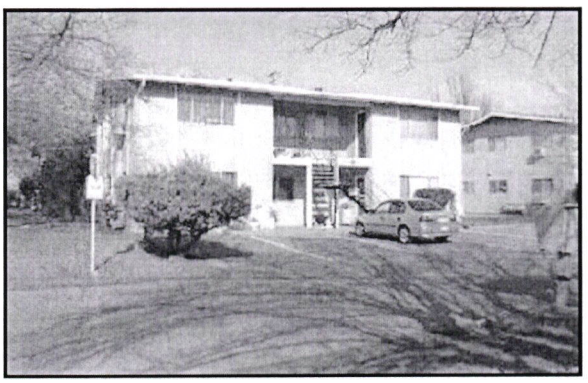
Borrower/Client MARK KRAMER			
Property Address 2201 MORALES COURT			
City RANCHO CORDOVA	County SACRAMENTO	State CA	Zip Code 95670-4135
Lender MARK KRAMER			



Comparable 1

10864 MCBRIDE CT.

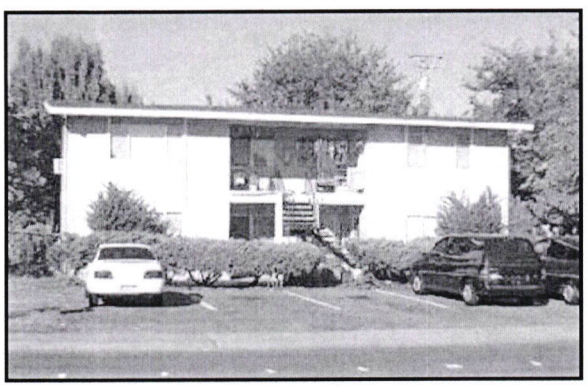
Sales Price	520,000
G.B.A.	3,200
Age/Yr. Blt.	A44/E15



Comparable 2

10857 MCBRIDE CT.

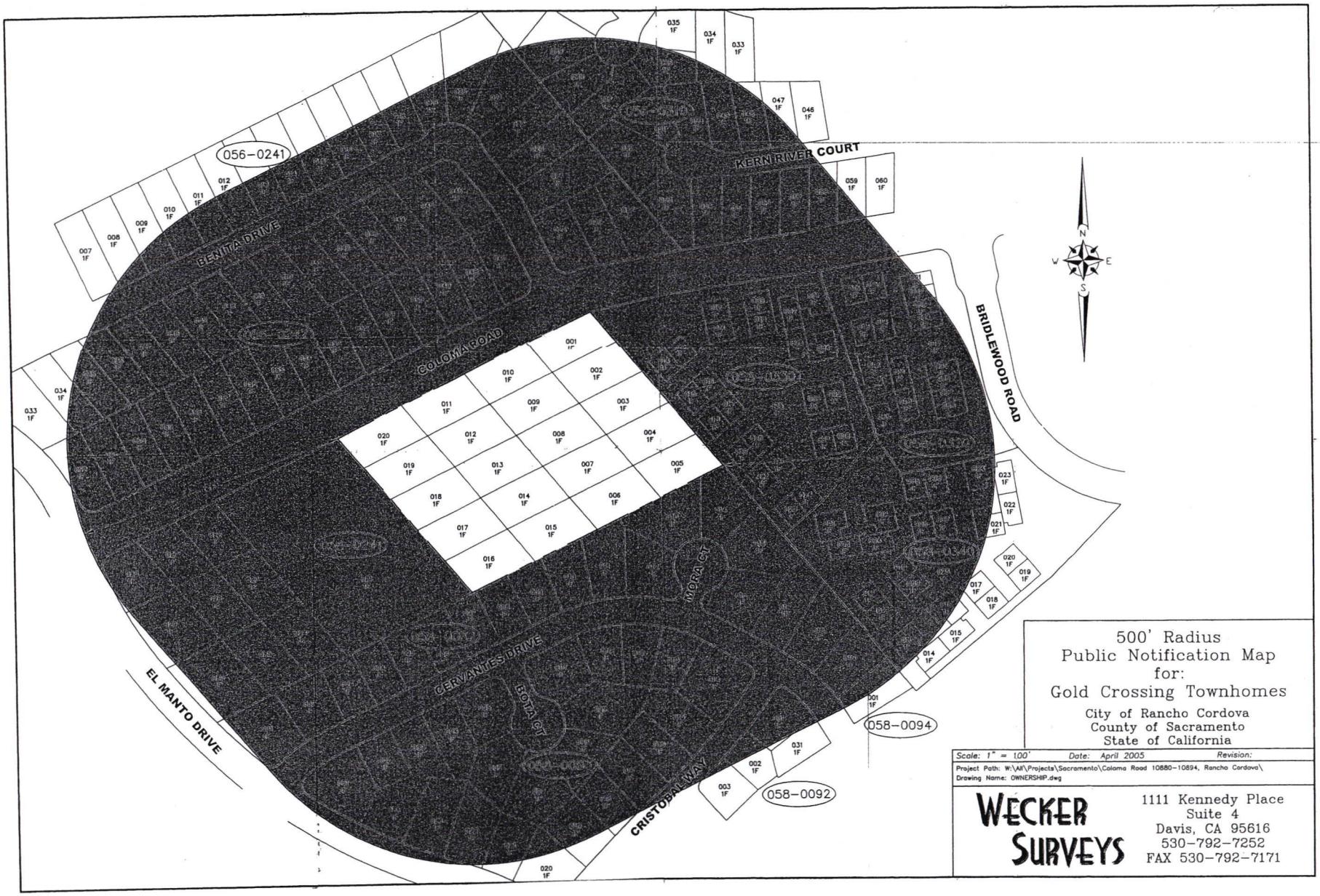
Sales Price	520,000
G.B.A.	3,200
Age/Yr. Blt.	A44/E15



Comparable 3

10864 COLOMA RD.

Sales Price	525,000
G.B.A.	3,200
Age/Yr. Blt.	A44/E15



Attachment 8

APN: 056-0242-051-0004
Luttrell Eileen
10889 Coloma Rd Apt 4
Gold River, CA 95670

APN: 056-0242-009
Mckeon Construction
5577 Hillsdale Blvd Apt 4
Sacramento, CA 95842

APN: 056-0242-010
Mckeon Construction
5578 Hillsdale Blvd Apt 4
Sacramento, CA 95842

APN: 056-0242-033-0001
Droke Robert P / Droke Joyce C
1989 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-033-0002
Bathiany Survivors / Bathiany Robert B
5819 Owl Hill Ave
Santa Rosa, CA 95409

APN: 056-0242-033-0003
Tilden James
413 Court S
Woodland, CA 95695

APN: 056-0242-033-0004
Damico Susan
1989 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-034-0001
Bell Alex C Jr / Bell Evon
1985 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-034-0002
Pavlioglo Yevgeniy V
1985 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-034-0003
Gaytan Martha
1985 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-034-0004
Minoff Janis
1985 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-035-0001
Edwards Gary Evan
1981 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-035-0002
Baker Johnnie B Jr / Baker Harriet Ann
4650 Morro Dr
Woodland Hills, CA 91364

APN: 056-0242-035-0003
Dellara Raymond C
5202 Lake Knoll Ln
Fair Oaks, CA 95628

APN: 056-0242-035-0004
Mayo Robert H / Mayo Gloria M
1981 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-036-0001
Hardin Cheryl
1977 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-036-0002
Delapena Dina D
1977 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-036-0003
Haider Mohammad
1977 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-036-0004
Cherney Ruslan / Cherney Inna
1977 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-037-0001
Breslin Jerome
1973 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-037-0002
Mrozik Peter A
2451 Pinecrest Dr
Santa Rosa, CA 95403

APN: 056-0242-037-0003
Carino-sagliba Zenaida T / Sagliba
Emiliano P
1973 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-037-0004
Green Leon
1973 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-038-0001
Mcbride Robert / Mcbride Kris E
1969 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-038-0002
Leon Frank / Leon Sharon
1969 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-038-0003
Dilegame Joshua
Po Box 691285
Stockton, CA 95269

APN: 056-0242-038-0004
Stephens Brodie W
Stephens Brodie W
El Dorado Hills, CA 95762

APN: 056-0242-039-0001
Williams Dorothy
1965 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-039-0002
Melnik Sergey
1965 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-039-0003
Snyder Dorothy L / Snyder Byron / Joan
1965 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-039-0004
Lown Jamie M
1965 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-040-0001
Benjamin Ena
1961 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-040-0002
Decker Lisa J
1961 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-040-0003
Skelly Steve J
2434 California Ave
Carmichael, CA 95608

APN: 056-0242-040-0004
Richards James W
1961 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-041-0001
Bowler Larry / Bowler Melva
9013 El Patio Ct
Elk Grove, CA 95624

APN: 056-0242-041-0002
Strilets Sergey
1949 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-041-0003
Benita Ii
11404 Huntington Village Ln
Gold River, CA 95670

APN: 056-0242-041-0004
Boles Andrew L / Boles Tami L
1949 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-042-0001
Gaskins Vivienne V F Horton
2703 Anza St
San Francisco, CA 94121

APN: 056-0242-042-0002
Cecini Lillian M
11824 Hobday Rd
Wilton, CA 95693

APN: 056-0242-042-0003
Na Yong C
1945 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-042-0004
Kearney Jack D / Kearney Jeanne M
11121 Texas River C
Rancho Cordova, CA 95670

APN: 056-0242-043-0001
Popovich Claudia
1941 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-043-0002
Thomas Clarence R / Thomas Catherine A
112 Harvard Ave 140
Claremont, CA 91711

APN: 056-0242-043-0003
Irwin Martha J / Irwin Rebecca A
1941 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-043-0004
Johnson Sheri E
1941 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-044-0001
Wilson Eugene L
1937 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-044-0002
Johnston Donald B / Johnston Linda T
1937 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-044-0003
Lane Ardis L
1937 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-044-0004
Johns Marie M
1937 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-045-0001
Watson Heather D
1531 172nd Ave
Hayward, CA 94541

APN: 056-0242-045-0002
Brotherton Robert / Brotherton Lydia
308 Turn Pike Dr
Folsom, CA 95630

APN: 056-0242-045-0003
Winter Dolores Arlene
1933 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-045-0004
Knops Eric G
1933 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-046-0001
Watson Michael Chester / Watson
1929 Benita Dr Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-046-0002
Costa Maxine
1929 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-046-0003
Yankosky Ian
1929 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-046-0004
Thompson Barbara J / Thompson James A
1929 Benita Dr Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-047-0001
Gaitan Teresa F
1934 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-047-0002
Baranchulk Deborah L
10905 Coloma Rd Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-047-0003
Littleton Kimberly
10905 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-047-0004
Baalke Thomas M
10905 Coloma Rd Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-048-0001
Cantu Alan Anthony
10901 Coloma Rd Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-048-0002
Thomas Stanley E
10901 Coloma Rd Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-048-0003
Gopa Sergey / Gopa Ada
10901 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-048-0004
Mitchell Ruby J
6233 Fair Oaks Blvd Ste 6
Carmichael, CA 95608

APN: 056-0242-049-0001
Santucci Deborah L / Santucci Kenneth A
1412 Kennedy Dr
Roseville, CA 95678

APN: 056-0242-049-0002
Hobbs Craig L / Hobbs Linda M
1659 Danbrook Dr
Sacramento, CA 95835

APN: 056-0242-049-0003
Fisher James G / Fisher Karen D
10897 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-049-0004
Linn Susan M
6032 Mariposa Ave
Citrus Heights, CA 95610

APN: 056-0242-050-0001
Brockhoff Marla Kay
Po Box 894
Carmichael, CA 95609

APN: 056-0242-050-0002
Gannon Gary M
10893 Coloma Rd Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-050-0003
Stephens Catherine
10893 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-050-0004
Petrenko Anna
10893 Coloma Rd Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-051-0001
Hambly Gordon D / Hambly Phyllis L
5657 Overland Ct
Placerville, CA 95667

APN: 056-0242-051-0002
Wong
Po Box 716
Wilton, CA 95693

APN: 056-0242-051-0003
Lesovik Dmitriy
10889 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-052-0001
Bonsey Leslie
10885 Coloma Rd Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-052-0002
Wan John C
345 Hatteras Way
Sacramento, CA 95831

APN: 056-0242-052-0003
Lyons William John Jr / Lyons Elaine N
10885 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-052-0004
Rama Satvinder K
10885 Coloma Rd Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-053-0001
Bain Wells A / Bain Blanche B
Po Box 2231
Fair Oaks, CA 95628

APN: 056-0242-053-0002
Mclaughlin John J / Mclaughlin Mary E
10015 Kingfisher Way
Rancho Cordova, CA 95670

APN: 056-0242-053-0003
Lemison Family Trust
3576 Granby Dr
Sacramento, CA 95827

APN: 056-0242-053-0004
Machevel Marcelle M Rt 1998
10086 Kern River Ct
Rancho Cordova, CA 95670

APN: 056-0242-054-0001
Breakey Harlan Scott
10877 Coloma Rd Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-054-0002
Delgadillo Susie
10877 Coloma Rd Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-054-0003
Mulholland Melissa
10877 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-054-0004
Arnett Susan B
10877 Coloma Rd Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-055-0001
Cole Julie K
10873 Coloma Rd Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-055-0002
Maher
47036 Palo Amarillo Dr
Fremont, CA 94539

APN: 056-0242-055-0003
Corsiglia
151 N Sunrise Ave Ste 1116
Roseville, CA 95661

APN: 056-0242-055-0004
Morrison Sharon
10873 Coloma Rd Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-056-0001
Cuevas Lorretta D
10869 Coloma Rd Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-056-0002
Haywood Fred J
10869 Coloma Rd Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-056-0003
Vaughan Ethel L / Vaughan Charles T
10869 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-056-0004
Winningham Rebecca Lee
10869 Coloma Rd Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-057-0001
Whei-pei Chang Family
18 Claron Ct
Sacramento, CA 95833

APN: 056-0242-057-0002
Marihart Michael Family
10865 Coloma Rd Unit 2
Gold River, CA 95670

APN: 056-0242-057-0003
Fisher James / Fisher Karen
10865 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-057-0004
Bohanna Charles / Reiman-bohanna Karen
10865 Coloma Rd Unit 4
Rancho Cordova, CA 95670

APN: 056-0242-058-0001
Farmer Jennifer
10861 Coloma Rd Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-058-0002
Khramtsov Mikhail / Khramtsov Tatyana
10861 Coloma Rd Unit 2
Rancho Cordova, CA 95670

APN: 056-0242-058-0003
Routkevitch Vladimir / Rutkevich Natalya
10861 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-058-0004
Lai Whalen W / Lai Esther C
345 Hatteras Way
Sacramento, CA 95831

APN: 056-0242-059-0001
Mccullough Robert E
Po Box 278213
Sacramento, CA 95827

APN: 056-0242-059-0002
Wilson Family
18761 Railbed Rd
Jamestown, CA 95327

APN: 056-0242-059-0003
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10857 Coloma Rd Unit 3
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APN: 056-0242-059-0004
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APN: 056-0242-060-0001
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10853 Coloma Rd Unit 1
Rancho Cordova, CA 95670

APN: 056-0242-060-0002
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APN: 056-0242-060-0004
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APN: 056-0242-061-0001
Burriss Raymond
10849 Coloma Rd Unit 1
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APN: 056-0242-061-0002
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10849 Coloma Rd Unit 2
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APN: 056-0242-061-0003
Tredway Terri L
10849 Coloma Rd Unit 3
Rancho Cordova, CA 95670

APN: 056-0242-061-0004
Balla Esther M
10849 Coloma Rd Unit 4
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APN: 056-0242-062-0001
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10845 Coloma Rd Unit 1
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APN: 056-0242-062-0002
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APN: 056-0242-062-0003
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APN: 056-0241-021-0002
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APN: 056-0241-008-0002
Scoggins Holly Jenkins
1970 Benita Dr Unit 2
Rancho Cordova, CA 95670

APN: 056-0241-008-0003
Ladner Carolyn D Family
1970 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0241-008-0004
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1970 Benita Dr Unit 4
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APN: 056-0241-009-0001
Mortland James R
1966 Benita Dr Unit 1
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APN: 056-0241-009-0002
Zettlemoyer Susan Marie
1966 Benita Dr Unit 2
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APN: 056-0241-009-0003
Garmonsway Jennifer
1966 Benita Dr Unit 3
Rancho Cordova, CA 95670

APN: 056-0241-009-0004
Ahlan Axel
1966 Benita Dr Unit 4
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APN: 056-0241-010-0001
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Ceceilia V
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Bloshenko Vladimir / Pavlioglo Natalya
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APN: 056-0241-012-0002
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Tsyprouch Lyudmila
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APN: 056-0241-015-0001
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APN: 056-0241-015-0002
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APN: 056-0241-015-0003
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APN: 056-0241-015-0004
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APN: 056-0241-016-0001
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APN: 056-0241-016-0002
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APN: 056-0241-016-0003
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APN: 056-0241-016-0004
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APN: 056-0241-017-0001
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APN: 056-0241-017-0002
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APN: 056-0241-017-0003
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APN: 056-0241-018-0002
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APN: 056-0241-018-0003
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APN: 056-0241-018-0004
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APN: 056-0241-019-0004
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APN: 056-0241-022-0002
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1912 Benita Dr Unit 2
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APN: 056-0241-022-0003
Hedgpeth Robert
1912 Benita Dr Unit 3
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APN: 056-0241-022-0004
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APN: 056-0241-023-0001
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APN: 056-0241-023-0002
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1908 Benita Dr Unit 2
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APN: 056-0241-023-0003
Kostetskiy Valeriy
1908 Benita Dr Unit 3
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APN: 056-0241-023-0004
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APN: 056-0241-024-0001
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1904 Benita Dr Unit 1
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APN: 056-0241-024-0002
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APN: 056-0241-024-0003
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APN: 056-0241-024-0004
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APN: 056-0241-025-0001
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APN: 056-0241-025-0002
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APN: 056-0241-025-0003
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APN: 056-0241-026-0003
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APN: 056-0241-026-0004
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APN: 058-0241-024
Collison Timothy / Collison Rebecca
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APN: 058-0082-005
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2213 Cervantes Dr
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APN: 058-0082-006
Chavez Antonio Gomez / Chavez Elva C
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2225 Cervantes Dr
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APN: 058-0082-009
Beauchamp Ross A / Beauchamp Leea A
2229 Cervantes Dr
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APN: 058-0082-010
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2233 Cervantes Dr
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APN: 058-0082-011
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APN: 058-0082-012
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APN: 058-0082-014
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APN: 058-0082-015
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APN: 058-0082-016
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APN: 058-0082-017
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APN: 058-0082-018
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APN: 058-0082-019
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APN: 058-0083-003
Yi Sung Mi
2208 Cervantes Dr
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APN: 058-0083-004
Pope Stephen M / Pope Jennifer E
2212 Cervantes Dr
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APN: 058-0083-005
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APN: 058-0083-006
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APN: 058-0083-010
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APN: 058-0083-011
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APN: 058-0083-017
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APN: 058-0083-019
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APN: 056-0310-034
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APN: 056-0310-035
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APN: 056-0310-037
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APN: 056-0310-038
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APN: 056-0310-039
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APN: 056-0310-040
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APN: 056-0310-046
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APN: 056-0310-047
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APN: 056-0310-048
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APN: 056-0310-049
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APN: 056-0310-050
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APN: 056-0310-055
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APN: 056-0310-056
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APN: 058-0320-004
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APN: 058-0320-005
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APN: 058-0320-011
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APN: 058-0320-012
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APN: 058-0330-005
Turner Wendell Gene / Turner Shirley Jane
2208 Elmcrest Ln
Rancho Cordova, CA 95670

APN: 058-0330-006
Brokenshire John Iii
2210 Elmcrest Ln
Rancho Cordova, CA 95670

APN: 058-0330-007
Stublaski Pamela L / Stublaski C J / Wanda
3307 Pomo Ct
Cameron Park, CA 95682

APN: 058-0330-008
Jakupak Elizabeth
2214 Elmcrest Ln
Rancho Cordova, CA 95670

APN: 058-0330-009
Cannon Mary L / Maldonado Betty
2205 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-010
Paur Lorraine S
887 Commons Dr
Sacramento, CA 95825

APN: 058-0330-011
Black David W / Black Janice E
2201 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-012
Atkins Frances
2207 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-013
Andlou Investments
4425 C Treat Bl 115
Concord, CA 94521

APN: 058-0330-014
Malcuit Michael / Jane Trust
797 Lakemont Pl # 8
San Ramon, CA 94582

APN: 058-0330-015
Celli Tracy
2204 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-016
Grabowski Bernard G / Grabowski Dulce D
2206 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-017
Carlson Gwen M
2208 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-018
Caldwell Mike
2210 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-019
Holt / Company Inc
Po Box 255037
Sacramento, CA 95865

APN: 058-0330-020
Carlson Marion D
2214 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-021
Fong Howard A / Smith Robert S Iii
11367 Tunnel Hill Way
Gold River, CA 95670

APN: 058-0330-022
Verdejo Susana
2218 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-023
Skaug Richard L / Minikel Gail Lynn
2220 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-024
Simmons Carla
2222 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0330-025
Briarwood Coloma Homeowners As / !sn
11066 Autumnwind Ln
Rancho Cordova, CA 95670

APN: 058-0340-001
Miller Darlene V
2224 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0340-002
Dubay Family Trust
2226 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0340-003
Davis Virginia
2228 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0340-004
Kong Bill D / Kong Bernice P
2230 Kimwood Ln
Rancho Cordova, CA 95670

APN: 058-0340-005
Zimro Robert 1993 / Beatty Edith Jane
2222 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-006
Naderi Ramin
1474 Greene Dr
San Jose, CA 95129

APN: 058-0340-007
Obrien Elizabeth June
2226 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-008
Elsberry Aminie D
2224 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-009
Laquaglia Nicolai M
2236 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-010
Desmangles Claudia J
2238 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-011
Roughton Raymond G
2240 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-012
Doran Smout
2242 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-013
Macdonnell Family
2243 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-014
Fuentealba Joyce / Fuentealba Rene
2241 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-015
Barth Melissa
2239 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-016
Bergmann Ronald E / Bergmann Lorraine M
2237 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-017
Wells Kristopher E / Wells Kelley H
2235 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-018
Songer Helen N
2233 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-019
Waldvogel Eric R
2231 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-020
King John A
2229 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-021
Benedict Kenneth
2227 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-022
Linville Donald F / Linville Patricia A
2225 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-023
Perdis-bristow Mark
2223 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-024
Edwards Robert Lee / Edwards Donna G
2221 Kingstree Ln
Rancho Cordova, CA 95670

APN: 058-0340-025
Briarwood Coloma Homeowners As / !sn
11066 Autumnwind Ln
Rancho Cordova, CA 95670

APN: 058-0094-001
Stevenson Reid C
2265 Cervantes Dr
Rancho Cordova, CA 95670

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, City Manager's Office
Sandy Salerno, Finance Department

SUBJECT: **RESOLUTIONS AMENDING AND DECLARING ELECTION RESULTS FOR SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT (CFD) NO. 2004-1**

RECOMMENDATION

Staff recommends that the City Council:

- Adopt Resolution 34-2007, which amends the authorized facilities, special tax forumula and bond authorization for the Sunridge Park Area Community Facilities District (CFD) No. 2004-1.
- Adopt Resolution 35-2007, which declares the election results of amended Sunridge Park Area Community Facilities District (CFD) No. 2004-1

RESULT OF RECOMMENDED ACTION

The result of the proposed actions will mean greater security of the police services special tax, without changing the police serves tax rate paid by landowners. In addition, other changes bring the authorized facilities and special tax into conformity with changes in the development plans for the property and other changes requested by the developers.

BACKGROUND

The City of Rancho Cordova formed Community Facilities District No. 2004-1 in July 2004 for the Sunridge Park Project pursuant to Mello-Roos law. The District was formed to help fund public infrastructure improvements of benefit to the Project. The District was not formed to provide an ongoing Police Services Special Tax. Rather, a separate Police Safety Special Tax was established for the District under a separate government code from Mello-Roos law. The City now wishes to adjust the tax for Police Services that has been approved for the Sunridge Park Project owners. This adjustment will not change the tax rate or basic economics that was previously approved or the manner in which it is collected. Rather, the adjustment will align the tax with Community Facilities District Law (Mello-Roos), allowing for more straight-forward ongoing administration by the City.

Changing the authorization for what kinds of services can by financed by the CFD is a two-step process. The Council undertook the first step in July 2006 by approving the Resolution of Consideration to make the change. At the request of the developer, the

second and final approval was delayed until now so that further adjustments, as requested by the developers, could be made to the special tax formula and list of authorized facilities for the CFD.

The Police Services Tax that was approved on the Sunridge Park Project under the provisions of Government Code Section 53978. The primary change is for the Rate & Method of the Special Tax that has been approved for the Project to be changed to include both (1) a Special Tax for Facilities and (2) a Special Tax for Public Safety. The public safety tax rates will remain consistent with what was previously approved for this purpose. Following approval of the new tax structure, the previous tax that was put in place for Public Safety will be removed from the Sunridge Park Project. The ongoing administration for the City will be more straight-forward if both taxes are consistently applied and administered under the same law (the Mello-Roos law).

In addition, the maximum Facilities Special Tax rate was reduced for Zone 3 (Sunridge Lot J). The CFD bond authorization is correspondingly being reduced.

The other changes bring the authorized facilities and the special tax formula of the CFD into conformity with changes in the development plans for the property, which have occurred since July 2006.

This is the second and final step of the approval process. After approving the above-mentioned amendments stated in Resolution 34-2007 (**Attachment 1)**, and the holding of a public hearing and property owner election, the City Council will adopt Resolution 35-2007 (**Attachment 2)**, approving the change to the authorized List of Facilities and Rate & Method of the Special Tax Formula of the CFD.

ATTACHMENT(S)

1. Resolution No. 34-2007, A Resolution of the City Council of the City of Rancho Cordova of Amendment of Authorized Facilities, Special Tax Formula and Bond Authorization for a Community Facilities District and Authorizing the Submitting of Amendments to Qualified Electors.

2. Resolution No. 35-2007, A Resolution of the City Council of the City of Rancho Cordova Declaring Results of Amendment of Facilities and Special Tax Election, Determining Validity of Priori Proceedings, and Directing Recording of Amended Notice of Special Tax Lien.

CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. 34-2007

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA OF AMENDMENT OF AUTHORIZED FACILITIES, SPECIAL TAX FORMULA AND BOND AUTHORIZATION FOR A COMMUNITY FACILITIES DISTRICT AND AUTHORIZING THE SUBMITTING OF AMENDMENTS TO QUALIFIED ELECTORS

The City Council of the City of Rancho Cordova (the "City") resolves:

WHEREAS, this Council on July 5, 2006, adopted a resolution (the "Resolution of Consideration") stating its intention to change the authorized facilities and the special tax formula for the City's Sunridge Park Area Community Facilities District No. 2004-1 (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

WHEREAS, a copy of the Resolution of Consideration, incorporating a description of the proposed alteration to the authorized facilities and the rate and method of apportionment of the special taxes to be levied within the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, subsequent to the the date of adoption of the Resolution of Consideration, the owners of all the property in the CFD requested further alteration to the authorized facilities and the rate and method of apportionment of the special taxes to be levied within the CFD, and the City has determined it is in the best interest of the CFD to provide for such further alterations;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Consideration relative to the proposed changes to the authorized facilities and special tax formula of the CFD;

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the changes to the authorized facilities and special tax formula of the CFD and the levy of said special taxes within the CFD at the amended special tax rate were heard and a full and fair hearing was held;

WHEREAS, prior to the time fixed for said hearing, written protests against the proposals described in the Resolution of Consideration had not been filed by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the CFD, or (ii) owners of one-half or more of the area of land in the CFD; and

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed amendment of the authorized facilities and special tax formula of the CFD have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. The proposed Amended List of Facilities, as described in said Resolution of Consideration has been further amended at the request of the proponents of the CFD and as finally amended is attached hereto as **Exhibit A**, and is hereby finally approved and

incorporated herein by reference, however the amended list is further subject to voter approval as hereinafter provided.

3. The proposed Amendment No. 1 to Rate and Method of Apportionment of Special Tax, as amended and attached hereto as **Exhibit B** and on file with the Clerk is hereby finally approved and incorporated herein by reference, however the proposed Amendment No. 1 to Rate and Method of Apportionment of Special Tax is further subject to voter approval as hereinafter provided.

4. In connection with these change proceedings, the proponents of the CFD have requested that the authorized amount of bonds for the CFD be reduced from $42 million to $34.2 million and such reduction is hereby approved, however the reduction is further subject to voter approval of the levy of the special taxes therein as hereinafter provided.

5. The provisions of the Resolution of Consideration as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

6. Certain of the public facilities proposed to be provided within the CFD include: (i) certain park and recreation facilities to be owned by the Cordova Recreation and Park District; (ii) certain water facilities to be owned by the Sacramento County Water Agency; and (iii) certain sanitary sewer facilities to be owned by the County Sanitation District 1 of Sacramento County. The City has been presented with a Joint Community Facilities Agreement executed by an authorized official of each of said entities in accordance with Section 53316.2 of the Act, the form of which has been approved by City staff, whereby, if such applicable facilities are constructed in accordance with required specifications and standards, each entity will accept such facilities for operation and maintenance and the City will pay for such acquisition costs under appropriate conditions and subject to an acquisition agreement between the City and certain owners of property in the CFD. The City Council hereby finds that such joint facilities agreements would be beneficial to the residents of the City. The City Council hereby authorizes the City Manager, Assistant City Manager or such other person or persons as either of them may designate (collectively, the "Authorized Officers") are each hereby authorized and directed to execute such joint facilities agreements, for and in the name and on behalf of the City and the CFD, in such forms, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Bond Counsel or the City Attorney, and to the extent such agreements have been previously executed, the City Council hereby ratifies such execution.

7. Pursuant to the provisions of the Act, the propositions of (i) the levy of the special tax according to Amendment No. 1 to Rate and Method of Apportionment of Special Tax for the purposes of paying for the authorized facilities and services, as shown in the Amended List of Facilities, (ii) the amendment to the list of authorized facilities for the CFD, and (iii) the reduction in the authorized amount of bonds for the CFD to $34.2 million, shall be submitted to the voters of the CFD, who for this purpose are the landowners in the CFD, at an election called therefor as hereinafter provided.

8. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory affected by increased special taxes arising out of the proposed amendment of the special tax formula of the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these amendment proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the

territory of the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory of the CFD.

9. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), (c)(1), and (c)(3) of said Section 4000 are applicable to this election.

10. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on April 2, 2007 in the regular meeting place of this Council, City Council Chambers, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

11. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the CFD, a ballot in the form of **Exhibit C** hereto, which form is hereby approved.

12. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 o'clock p.m. on April 2, 2007, whether received by mail or by personal delivery.

13. This Council hereby further finds that regarding the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 2nd day of April, 2007, by the following vote on roll call:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

Sunridge Park Area Community Facilities District No. 2004-1
Amended List of Authorized Facilities

EXHIBIT B

Sunridge Park Area Community Facilities District No. 2004-1
Amended Rate and Method of Apportionment of Special Tax

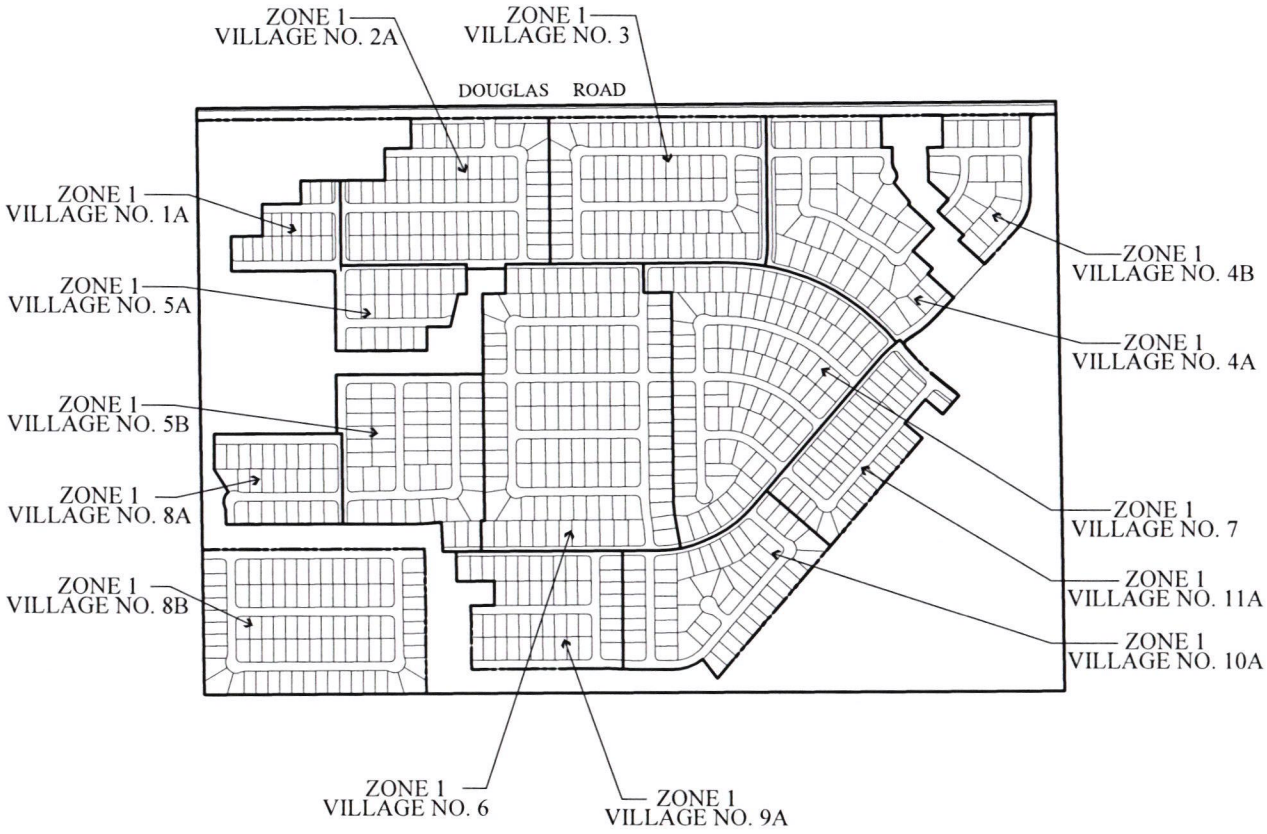
ATTACHMENT 1

Sunridge Park Area Community Facilities District No. 2004-1
Identification of Zones and Villages

CITY OF RANCHO CORDOVA
SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1
IDENTIFICATION OF TAX ZONE 1 AND ANTICIPATED LOTS

RANCHO CORDOVA, CALIFORNIA

MAY 2004



LOCATION MAP



LAND USE SUMMARY TABLE

ZONE 1 (SUNRIDGE PARK - PHASE I)

UNIT/VILLAGE	TYPICAL LOT SIZE	NO. OF LOTS	NET ACRES
VILLAGE 1A	45'x105'	20	-
VILLAGE 2A	55'x105'	71	-
VILLAGE 3	55'x105'	80	-
VILLAGE 4A	70'x121'	45	-
VILLAGE 4B	70'x121'	18	-
VILLAGE 5A	60'x110'	23	-
VILLAGE 5B	60'x110'	50	-
VILLAGE 6	60'x110'	128	-
VILLAGE 7	55'x105'	102	-
VILLAGE 8A	55'x105'	27	-
VILLAGE 8B	55'x105'	86	-
VILLAGE 9A	55'x105'	47	-
VILLAGE 10A	55'x105'	53	-
VILLAGE 11A	45'x105'	49	-
TOTAL ZONE 1		799	

NORTH
N.T.S.

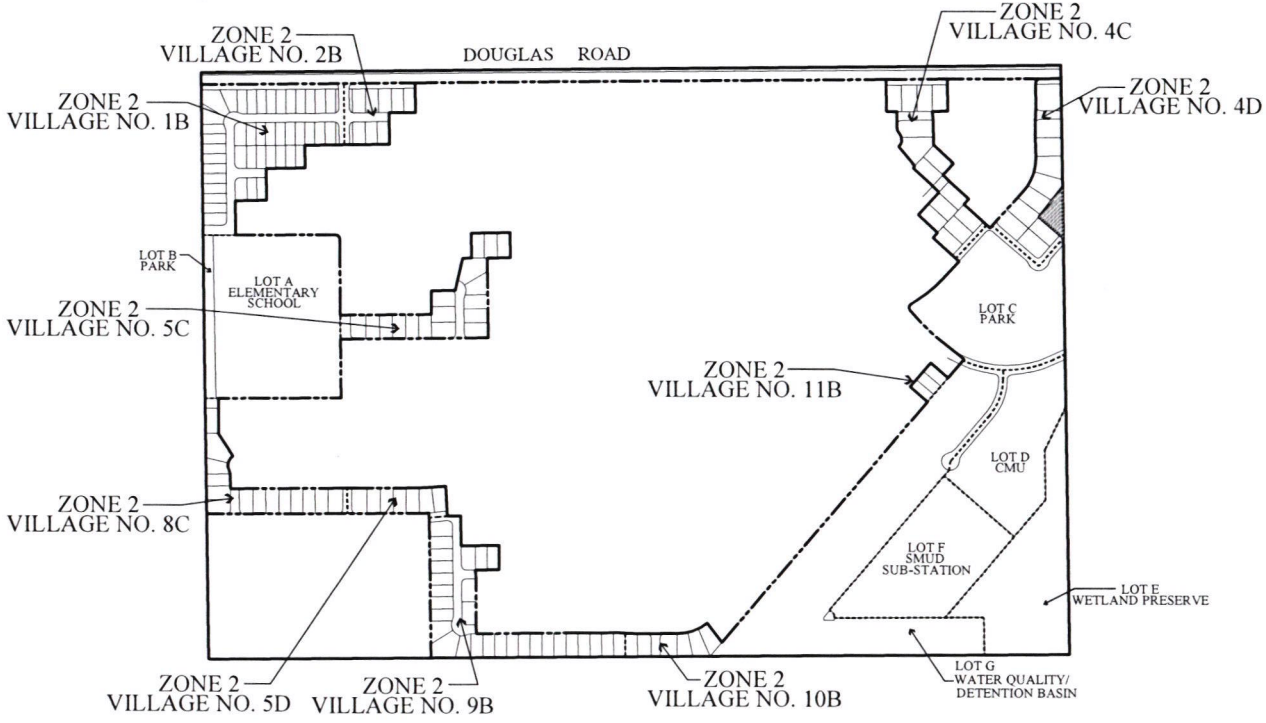
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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CITY OF RANCHO CORDOVA
SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1
IDENTIFICATION OF TAX ZONE 2 AND ANTICIPATED LOTS

RANCHO CORDOVA, CALIFORNIA

JUNE 2006



LAND USE SUMMARY TABLE

ZONE 2 (SUNRIDGE PARK - PHASE II)

UNIT/VILLAGE	TYPICAL LOT SIZE	NO. OF LOTS	NET ACRES
VILLAGE 1B	45'x105'	43	-
VILLAGE 2B	55'x105'	8	-
VILLAGE 4C	70'x122'	14	-
VILLAGE 4D	70'x122'	10	-
VILLAGE 5C	60'x110'	17	-
VILLAGE 5D	60'x110'	7	-
VILLAGE 8C	55'x105'	14	-
VILLAGE 9B	55'x105'	29	-
VILLAGE 10B	55'x105'	6	-
VILLAGE 11B	45'x105'	3	-
LOT A	ELEM. SCHOOL		10.0
LOT B	PARK		0.8
LOT C	PARK		6.5
LOT D	CMU		5.3
LOT E	WETLAND PRESERVE		6.4
LOT F	SMUD SUB-STATION		6.5
LOT G	WQ/DETENTION		13.4
TOTAL ZONE 2		151	

NORTH
N.T.S.

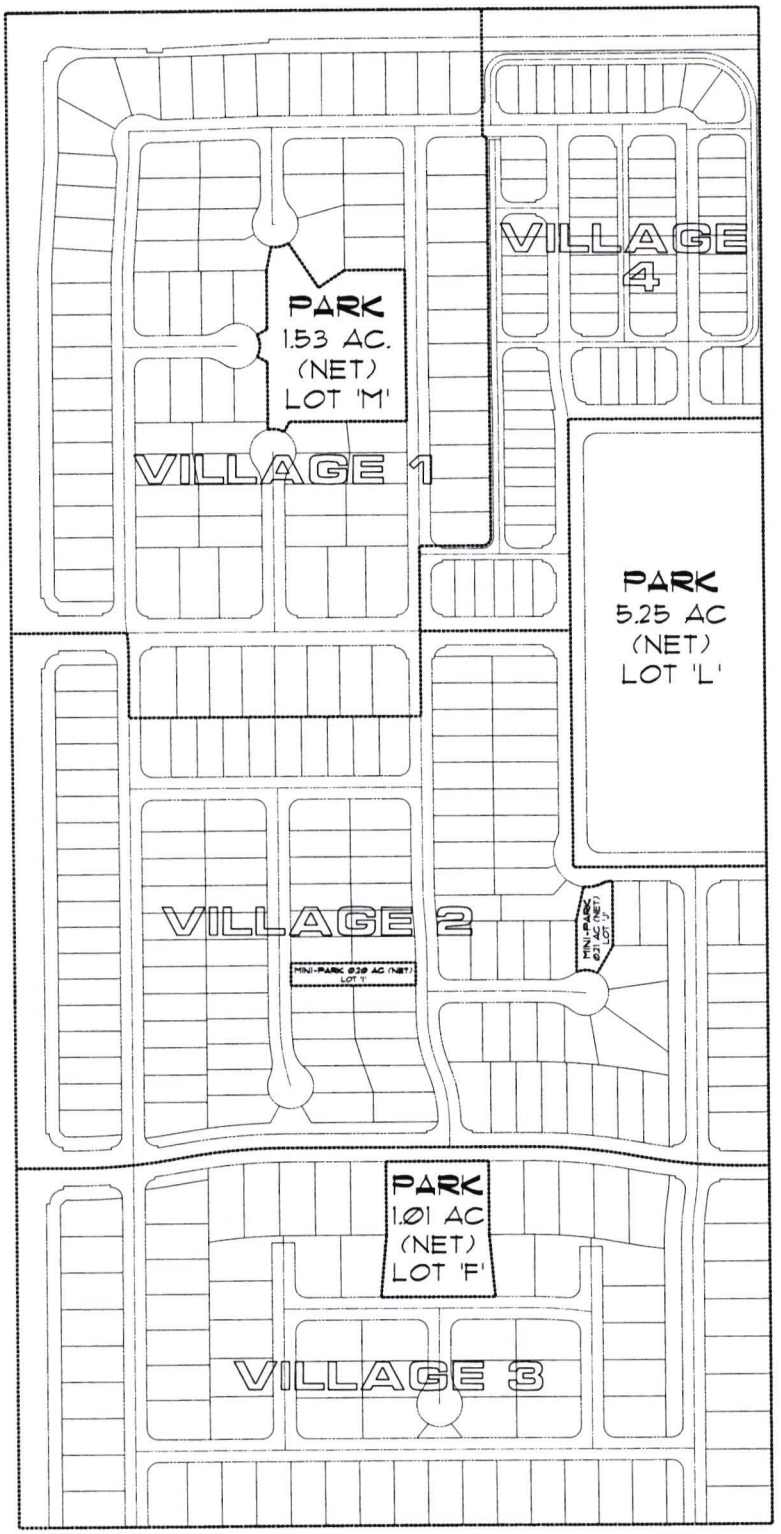
NOTE: THE ORIGINAL VERSION OF ATTACHMENT #1 DEPICTING ZONE 2 INCLUDED A VILLAGE 12 AND A VILLAGE 13. VILLAGE 12 PREVIOUSLY EXISTED IN THE SAME LOCATION AS THE SOUTHERN PORTION OF THE CURRENT VILLAGE 4D AND THE WESTERN PORTION OF PARK LOT C. VILLAGE 13 PREVIOUSLY EXISTED IN THE SAME LOCATION AS THE SOUTHERN PORTION OF BOTH THE SMUD SUBSTATION LOT F AND THE WETLAND PRESERVE LOT E.

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CITY OF RANCHO CORDOVA
SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1
IDENTIFICATION OF TAX ZONES AND ANTICIPATED LOTS

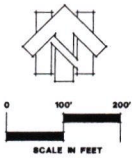
RANCHO CORDOVA, CALIFORNIA
JUNE 15, 2006

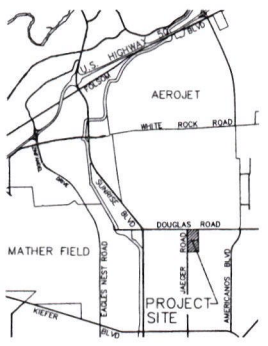


LAND USE SUMMARY

SUNRIDGE LOT J - ZONE 3

UNIT / VILLAGE	TYPICAL LOT SIZE / USE	# OF LOTS	NET ACRES
VILLAGE 1	55' X 105'	92	20.85
VILLAGE 2	45' X 110'	126	22.69
VILLAGE 3	60' X 115'	76	18.93
VILLAGE 4	32' X 85'	75	9.65
LOT 'F'	-	PARK	1.01
LOT 'L'	-	PARK	5.25
LOT 'M'	-	PARK	1.53
LOT 'I'	-	MINI-PARK	0.20
LOT 'J'	-	MINI-PARK	0.21





VICINITY MAP

ZONE 3

SUNRIDGE LOT J
SUN RIDGE SPECIFIC PLAN
CITY OF RANCHO CORDOVA, CALIFORNIA

MSA ENGINEERING

04-052

ATTACHMENT 2

Sunridge Park Area Community Facilities District No. 2004-1
Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

ATTACHMENT 2

Revised 03/14/07

Sunridge Park Area Community Facilities District No. 2004-1
Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

Column (A)	*Column (B)*	*Column (C)*	*Column (D)*	*Column (E)*
Village Designations Within Each Zone [1]	**Expected Lot Size (Single Family) or Land Use**	**Expected # of Single Family Units, Multi-Family Acres, Townhome Acres or Non-Residential Acres**	**Base Maximum Facilities Special Tax Rate per Unit (Single Family) and Maximum Special Tax per Acre (Multi-Family, Townhome Property and Non-Residential) [2]**	**Expected Maximum Facilities Special Tax Revenues [2]**
		ZONE 1		
Village 1A	45' x 105'	20 units	$1,055	$21,100
Village 2A	55' x 105'	71 units	$1,155	$82,005
Village 3	55' x 105'	80 units	$1,155	$92,400
Village 4A	70' x 122'	45 units	$1,255	$56,475
Village 4B	70' x 122'	18 units	$1,255	$22,590
Village 5A	60' x 110'	23 units	$1,155	$26,565
Village 5B	60' x 110'	50 units	$1,155	$57,750
Village 6	60' x 110'	128 units	$1,155	$147,840
Village 7	55' x 105'	102 units	$1,155	$117,810
Village 8A	55' x 105'	27 units	$1,155	$31,185
Village 8B	55' x 105'	86 units	$1,155	$99,330
Village 9A	55' x 105'	47 units	$1,155	$54,285
Village 10A	55' x 105'	53 units	$1,155	$61,215
Village 11A	45' x 105'	49 units	$1,055	$51,695
Subtotal, Zone 1				**$922,245**
		ZONE 2		
Village 1B	45' x 105'	43 units	$1,055	$45,365
Village 2B	55' x 105'	8 units	$1,155	$9,240
Village 4C	70' x 122'	14 units	$1,255	$17,570
Village 4D	70' x 122'	10 units	$1,255	$12,550
Village 5C	60' x 110'	17 units	$1,155	$19,635
Village 5D	60' x 110'	7 units	$1,155	$8,085
Village 8C	55' x 105'	14 units	$1,155	$16,170
Village 9B	55' x 105'	29 units	$1,155	$33,495
Village 10B	55' x 105'	6 units	$1,155	$6,930
Village 11B	45' x 105'	3 units	$1,055	$3,165
Village 12	45' x 105'	0 units	$1,055	$0
Village 13	Townhomes	0.0 acres	$9,000	$0
Subtotal, Zone 2				**$172,205**
		ZONE 3		
Village 1	55' x 105'	92 units	$650	$59,800
Village 2	45' x 105'	126 units	$575	$72,450
Village 3	60' x 110'	76 units	$650	$49,400
Village 4	32' x 80'	75 units	$475	$35,625
Subtotal, Zone 3				**$217,275**
Expected Maximum Special Tax Revenues in CFD, Fiscal Year 2003-04				**$1,311,725**
CFD Buffer				**($6,595)**
Net Amount of Maximum Special Tax Revenues to Secure Bonds (2003-04)				**$1,305,130**

1. See Attachment 1 for the geographic area associated with each Zone and Village.
2. On July 1, 2004 and each July thereafter, the Maximum Special Tax and Expected Maximum Special Tax Revenues shall be increased by two percent (2%) of the amount in effect in the previous Fiscal Year.

EXHIBIT C

Sunridge Park Area Community Facilities District No. 2004-1
2007 Amendment of List of Facilities, Special Tax Formula and Bond Authorization

OFFICIAL BALLOT
SPECIAL TAX AMENDMENT ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rancho Cordova no later than 5:00 o'clock p.m. on April 2, 2007, either by mail or in person. The City Clerk's office is located at 2729 Prospect Park Drive, Rancho Cordova, California.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rancho Cordova and obtain another.

BALLOT MEASURE: Shall the City of Rancho Cordova, by and for its Sunridge Park Area Community Facilities District No. (the "CFD"), be authorized to amend the list of facilities and the tax formula for determining the levy of special taxes within certain territory in the CFD described in the Resolution of the City of Rancho Cordova calling this election, adopted by its Council on April 2, 2007, and shall the authorized amount of bonds for the CFD be reduced to $34.2 million?	YES: _____ NO: _____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326(a) and 5327(b) of the California Government Code.

Number of Votes: _____

Property Owner:

Name: _____

Address: _____

_____

By: _____

Title: _____

CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. 35-2007

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING RESULTS OF AMENDMENT OF FACILITIES AND SPECIAL TAX ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN

The City Council of the City of Rancho Cordova (the "City") resolves:

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land affected by a proposal to levy increased special taxes arising out of the proposed amendment of the special tax formula of Sunridge Park Area Community Facilities District No. 2004-1 (the "CFD"), to amend the list of authorized facilities for the CFD and to reduce the authorized amount of bonds for the CFD;

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as **Exhibit A**; and,

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The issue presented at the special election was the alteration of the authorized facilities and the rate and method of apportionment of the special taxes within the CFD, to be levied in accordance with Amendment No. 1 to Rate and Method of Apportionment of Special Tax heretofore approved by this Council as described in Resolution No. 34-2007, A Resolution of the City Council of the City of Rancho Cordova of Amendment of Authorized Facilities, Special Tax Formula and Bond Authorization for a Community Facilities District, Authorizing the Submitting of Amendments to Qualified Electors, adopted April 2, 2007.

2. Pursuant to the Canvass on file with the City Clerk, the issues presented at the special election were approved by the landowners of the territory of the CFD by more than two-thirds of such landowners voting at the special election.

3. Pursuant to the voter approval, said List of Authorized Facilities and Rate and Method of Apportionment of Special Tax for the CFD is hereby declared to be amended by the Amended List of Facilities and the Amendment No. 1 to Rate and Method of Apportionment of Special Tax, and the authorized amount of indebtedness which may be incurred by the CFD is $34,200,000, which amendments are now applicable to the calculation of the special taxes for the CFD, and this Council may levy special taxes therein as therein provided as a result of these proceedings.

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the amendment of the List of Facilities, the Rate and Method of Apportionment of Special Tax and the authorized indebtedness for the CFD were valid and in conformity with the Act.

Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Sacramento, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 2nd day of April, 2007, by the following vote on roll call:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

CITY OF RANCHO CORDOVA
Sunridge Park Area Community Facilities District No. 2004-1

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date, in the territory affected by increased special taxes arising out of the proposed amendment of the list of authorized facilities and of the special tax formula of Sunridge Park Area Community Facilities District No. 2004-1 of the City of Rancho Cordova which election is designated as the CFD Amendment Election, and the total number of ballots cast in the territory affected by increased special taxes arising out of the proposed amendment of the special tax formula of the CFD and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rancho Cordova Sunridge Park Area CFD No. 2004-1 2007 Amendment of Special Tax CFD Amendment Election, April 2, 2007.	____	____	____	____

BALLOT MEASURE: Shall the City of Rancho Cordova, by and for its Sunridge Park Area Community Facilities District No. (the "CFD"), be authorized to amend the list of facilities and the tax formula for determining the levy of special taxes within certain territory in the CFD described in the Resolution of the City of Rancho Cordova calling this election, adopted by its Council on April 2, 2007, and shall the authorized amount of bonds for the CFD be reduced to $34.2 million?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this ____ day of _____, 2007.

CITY OF RANCHO CORDOVA

By: _____
City Clerk

MEMORANDUM

DATE: April 2, 2007

TO: City Council Members

FROM: Curt Haven, Economic Development Director
Reed Flory, Housing Services Administrator
Sarah Bontrager, Grants Specialist (PMC)

SUBJECT: CITY COUNCIL CONSIDERATION OF FUNDING HOUSING, COMMUNITY IMPROVEMENT PROGRAMS, AND NON-PROFIT PUBLIC SERVICES FROM NEW COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND REVIEW OF THE DRAFT FIVE-YEAR CONSOLIDATED PLAN, DRAFT 2007-08 ACTION PLAN, AND DRAFT CITIZEN PARTICIPATION PLAN

RECOMMENDATION

Staff recommends that the City Council approve:

1. The allocation of $702,906 CDBG funds for budget year 2007, starting July 1, 2007 to June 30, 2008 as follows:
   a. Housing program funds of $359,202 to:
      i. Rental Inspection $30,502
      ii. Emergency Repair $100,000
      iii. Code Enforcement $73,700
      iv. Strong Neighborhoods Initiative Incentive Program (SNIIP) $155,000

   b. Public facilities and infrastructure funds of $95,798 to:
      i. White Rock Park Improvements $95,798

   c. Public Service funds of $105,434 to the non-profit programs:
      i. Senior Nutrition $34,990
      ii. Roots and Horizons $24,809
      iii. Sacramento Self-Help Housing $5,000
      iv. Respite CLUB $8,760
      v. Weave $16,875
      vi. Fair Housing $10,000
      vii. Ownership Counseling $5,000

   d. General CDBG grant administration: $140,581
      (HUD limit of up to 20% of total allocation)

AGENDA ITEM # 14

2. Distribution for public comment of the CDBG budget for July 1, 2007 to June 30, 2008 (FY 2007-08) referred to as the Action Plan.

RESULT OF RECOMMENDED ACTION

This action will qualify the City to receive new revenue of $702,906 for the FY 2007-08 City budget and thus provide federal funds for the City to address long-standing unmet lower-income community needs. The funding may be used to upgrade the quality of housing and make neighborhood improvements in Rancho Cordova, as well as to fund several necessary public services provided by local non-profit and community-based organizations.

BACKGROUND

The City of Rancho Cordova is eligible to directly receive federal Community Development Block Grant (CDBG) funds. The U.S Department of Housing and Urban Development (HUD) has announced that the City is eligible to receive allocated funding of $702,906 during the fiscal year that runs from July 1, 2007 to June 30, 2008.

In order to approve the CDBG funding allocation to the City, HUD requires the City to prepare an annual plan that discusses planned activities, outcomes, and spending. This Action Plan will cover the fiscal year of CDBG funding, which begins on July 1, 2007 and extends until June 30, 2008. The Action Plan must address activities that meet community needs identified in Consolidated Plan, which was prepared in 2006. Either, or both, may be amended if community needs or priorities change significantly. The Action Plan must be approved by the City Council for submittal to HUD by May 15, 2007.

Following a 30-day citizen review period of the Action Plan, the City Council will be requested on May 7, 2007 to approve the Consolidated Plan and Action Plan for submittal to HUD by May 15, 2007. City staff has met with HUD officials to coordinate our efforts. HUD representatives expect to approve Rancho Cordova's plans for CDBG funding in June 2007, thus allowing the City to incur expenses related to CDBG starting July 1, 2007.

The CDBG Program

The federal objective of the CDBG program is to develop viable urban communities by providing decent housing and suitable living environments, and by expanding economic opportunities, principally for low- and moderate-income households. HUD's definition of "low"-income persons includes those households with annual incomes of no more than 50 percent of area median income (AMI) and the definition of "moderate"-income households are those with annual incomes from 51 to 80 percent of AMI. (This differs from the state definition of low- and moderate-income, which is below 80 percent of AMI and between 80 and 120 percent of AMI, respectively.) The applicable AMI is based on income levels published each year by HUD for Sacramento County. For example, for a household of four, the maximum income for a low-income household is approximately $32,700 and for a moderate-income household it is about $52,300.

All activities must meet one of the following national objectives for the CDBG program: 1) benefit low- and moderate-income persons, 2) prevent or eliminate slums or blight, or

3) meet a community development need having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.

The Action Plan **(Attachment 1)** is an annual plan that identifies funding amounts for specific activities during the program year. The Action Plan will be brought before City Council annually, prior to the start of each program year.

Funding and Priorities

Staff recommends that the Council approve the CDBG funding levels outlined in **Attachment 2.** This preliminary budget is based on the City Council's goals and priorities for the CDBG program established in the 2006-2011 Consolidated Plan, which include housing improvement, neighborhood revitalization, and youth and senior services. In addition, the proposed CDBG budget places special emphasis on meeting the City's Housing Goal #6 to "Improve the Quality of Housing in Rancho Cordova" by providing opportunities to fund rehabilitation in our housing stock and other housing programs. Funding is also designated for a rental housing inspection program, which will stimulate private investment in the rental housing stock.

Some funding is designated for improvements to White Rock Park; the original request for $179,555 was deemed too large to be funded by CDBG, but it is expected that the $95,798 designated will allow staff to complete a smaller project or leverage the funds with other money designated for park improvements.

Staff also recommends that the Council approve Public Service funding levels outlined in **Attachment 3.** At the February 5, 2007 meeting, the Council directed staff to release a Request for Proposals (RFP) and Application Package soliciting funding requests from community-based non-profit service providers. The RFP was released on February 9, 2007, and an application training workshop was attended by representatives of four local service providers. Subsequently, five applications were received with requests totaling $145,075.

- The City has $105,434 available for funding public services through its CDBG program. This amount is determined to be 15 percent of the total 2007-08 CDBG allocation to Rancho Cordova, the maximum percentage allowed by HUD for public service activities. The City Council established that the top priorities for public services funding would be senior and youth services, as well as neighborhood revitalization. In addition, HUD requires the City to address fair housing and homeless services using CDBG funding.

- Staff reviewed the applications and conducted brief interviews with each applicant. As a result of this process and following Council priorities, staff recommends the following funding allocations:

    - Meals on Wheels $34,990
    - Roots and Horizons $24,809
    - Sacramento Self-Help Housing $5,000
    - Respite CLUB $8,760
    - Weave $16,875
    - Human Rights/Fair Housing Commission $10,000
    - Homeownership Counseling $5,000

Next Steps
Following City Council action to allocate the City's CDBG funds as discussed herein, the following steps will be taken to finalize the process that will result in Rancho Cordova receiving its direct allocation of federal CDBG funds to address its housing and community needs starting July 1, 2007:

- Preliminary Draft Action Plan presented to City Council for preliminary decisions on funding of activities — April 2, 2007*
- Public Review of the Draft Action Plan — April 3-May 3, 2007
- Public Meeting and City Council adoption — May 7, 2007
- Submit the Action Plan to HUD — May 14, 2007
- HUD submission deadline — May 15, 2007
- Receive HUD approvals and authorization to expend CDBG funding — June 2007
- Receive funding from HUD - begin Rancho Cordova 2007-08 CDBG programs — July 1, 2007

*Releasing the draft plans on this date will give City Council and staff the maximum amount of time to comment and/or request changes before the public review period, minimizing the need for changes after the May 7, 2007 adoption date.

Conclusion
Staff is pleased to present to the City Council the opportunity to adopt the CDBG funding plans. This is the one of a series of steps that the City will take to bring critically needed federal funds to address the housing and community development needs of our citizens.

Attachments:

1. Draft 2007-2008 Action Plan
2. Proposed CDBG Funding and Priorities for the 2007-2008 Program Year
3. Applications Received and Recommended Funding Levels

2007-08 ACTION PLAN

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2007-08 ACTION PLAN

EXECUTIVE SUMMARY

The 2007-08 Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Rancho Cordova. It is the second Action Plan in the implementation of the five-year Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by the City housing staff.

The City anticipates receiving $702,906 from the federal Community Development Block Grant (CDBG) program. The City also plans to meet its community development and housing needs using a variety of other funding sources, including the City's Very Low Income Housing Trust Fund, and funding received through Sacramento County's HOME Consortium.

City staff encouraged citizen participation throughout the Action Plan process. This included consulting local organizations, holding public meetings, and encouraging public comment during the public review period. Using research and input from the public, City staff formulated the objectives and outcomes that are briefly described below.

OBJECTIVES

The City's key objectives for the 2007-08 funding period include the following:

- Provide housing programs that preserve the quality and affordability of ownership housing stock for target-income households;
- Arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties, by increasing code enforcement efforts, and by providing incentive to residents who actively work to improve their neighborhoods;
- Assist community-based organizations with additional financing that allows them to provide new or expanded services to target-income residents, especially seniors and youth; and
- Improve public facilities in target areas.

OUTCOMES

The City's housing outcomes for this planning period are primarily directed at improving affordability and accessibility of housing for target-income residents. Fourteen homes will be repaired, and approximately 1,300 units will be inspected for code violations.

The City also plans to improve living environments for target-income households by improving the White Rock Park, as well as providing a variety of public services. The City will fund seven programs, which are expected to benefit approximately 2,200 residents:

- Senior Nutrition Services (Meals on Wheels), which provides hot meals in the local senior center as well as to homebound seniors;
- Roots and Horizons, which offers a mentoring program to children of incarcerated parents;
- WEAVE, which offers assistance to victims of domestic violence;
- Sacramento Self-Help Housing, which provides services to homeless and near-homeless persons;
- Respite CLUB, which is a day program for seniors with severe memory loss;
- Human Rights/Fair Housing Commission, which provides fair housing services including a telephone hotline; and
- Homeownership counseling, which provides homebuyer education services.

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) requires all government entities receiving federal Community Development Block Grant (CDBG) funds to prepare an Annual Action Plan. The Action Plan outlines funding priorities and discusses how activities will meet the community needs identified in the Consolidated Plan. The activities described in this Action Plan are proposed to be undertaken during the period between July 1, 2007 and June 30, 2008.

The major objectives of activities undertaken during the 2007-2008 funding year will be to:

- Provide housing programs that preserve the quality and affordability of ownership housing stock for target-income households;
- Arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties, by increasing code enforcement efforts, and by providing incentive to residents who actively work to improve their neighborhoods;

- Assist community-based organizations with additional financing that allows them to provide new or expanded services to target-income residents; and

- Improve public facilities in target areas.

RESOURCES

The City of Rancho Cordova will receive $702,906 through the CDBG Program. In order to address the community's needs and the goals identified in the Strategic Plan, the City will also consider augmenting CDBG funds using a variety of additional funding sources. These funding sources may include the Very Low Income Housing Trust Fund, the California Department of Housing and Urban Development, other state and federal agencies, and local sources. In future years, CDBG program income may be an additional resource.

While some residents in the City may live in Section 8 properties or use Housing Choice Vouchers (formerly Section 8), these programs are managed by the local public housing authority, Sacramento Housing and Redevelopment Agency. The City supports private developers in their applications for low-income housing tax credits, when possible, but does not construct affordable housing.

ACTIVITIES TO BE UNDERTAKEN

Table 1 provides a description of the activities to be undertaken during fiscal year 2007-08. The one-year objective (output) and the amount of CDBG funding allocated to each activity are identified. All activities are anticipated to be completed during the fiscal year. More detailed descriptions of activities follow the table.

The City chose to emphasize housing and public services activities with their CDBG funding, because there are relatively few other sources of funding available to finance these activities. Within public services, the City gave a high priority to activities serving seniors and youth, as well as activities which result in neighborhood revitalization.

TABLE 1
PROPOSED CDBG ACTIVITIES AND PROJECTS: FISCAL YEAR 2007-08

Goal	Activity Name	Activity Description	Output	Funding
HOUSING				
HS-1	Emergency Repair Program	Provide emergency repair assistance to low-income homeowners, eliminating health	14 homes repaired.	$100,000

2007-08 ACTION PLAN

Goal	Activity Name	Activity Description	Output	Funding
		and safety hazards in their units.		
HS-1, HS-2	Rental Housing Inspection Program	Inspect rental units in the redevelopment area to find and correct code violations.	700 homes inspected.	$30,502
HS-1, HS-2	Code Enforcement	Provide code enforcement services in the redevelopment area.	700 homes inspected.	$73,700
HS-1, HS-2	Strong Neighborhoods Initiative Incentive Program (SNIIP)	Provide an incentive program to reward low-income homeowners in target areas for successfully improving their neighborhoods.	22 homes repaired.	$155,000
PUBLIC FACILITIES				
CD-4	White Rock Park Improvements	Fund various improvements to enhance the park, which is located in a target-income area.	TBD	$95,978
PUBLIC SERVICES				
CD-2, CD-3	Roots and Horizons	Foster safe and healthy mentoring relationships for children of incarcerated parents.	30 children mentored.	$24,809
CD-1, CD-3	Meals on Wheels	Provide homebound seniors with hot meals and provide lunch to seniors at the Cordova Senior Center.	221 seniors provided meals.	$34,990
CD-1, CD-3	Respite CLUB	Offer free care for patients with severe memory loss, benefiting both participants and their caregivers.	15 seniors provided care.	$8,760
HA-1, CD-3	Sacramento Self-Help Housing	Provide counseling and housing referral services to homeless and near-homeless individuals and households.	50 households provided counseling.	$5,000
CD-3	WEAVE	Provide assistance to victims of domestic violence, including individual and group counseling.	141 people provided counseling	$16,875
HS-1, HS-2	Human Rights/Fair Housing Commission	Provide fair housing assistance and education.	160 households provided assistance and education	$10,000
CD-3	Homeownership Counseling	Provide home-buyer counseling and education.	TBD	$5,000
PLANNING AND ADMINISTRATION				
PA-1	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration.	$140,581

HOUSING ACTIVITIES

Emergency Repair Program

The emergency repair program is intended to make minor repairs related to health and safety hazards in low-income owner-occupied housing. The program is an inexpensive and efficient way to preserve the habitability of the affordable housing stock, including mobile homes.

2007-08 Output: 14 homes repaired

Objective: Decent Housing

Outcome Category: Affordability for the purpose of providing decent affordable housing

Goals Addressed: HS-1

Funding: $100,000 ($84,034 for repair and $15,966 for implementation)

Rental Housing Inspection Program

The rental housing inspection program will fund salary and benefits for a 0.75 FTE code enforcement officer whose duties will include inspecting rental units within the redevelopment area. The City has many rental units which are likely out of compliance with applicable codes, and this program, in coordination with public and private investment, will arrest the decline of the area by forcing rental property owners to improve their properties to a minimum standard. $50,000 in funds are being carried over from the 2006-07 program year.

2007-08 Output: 700 rental units inspected

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of providing decent affordable housing

Goals Addressed: HS-1, HS-2

Funding: $80,502 ($50,000 in 2006-07 funds and $30,502 in 2007-08 funds)

Code Enforcement

The code enforcement program will fund salary and benefits for a 0.75 FTE code enforcement officer whose responsibilities will include responding to code enforcement complaints and proactively enforcing code.

2007-08 Output: 700 units inspected

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of providing decent affordable housing

Goals Addressed: HS-1, HS-2

Funding: $73,700

Strong Neighborhoods Initiative Incentive Program (SNIIP)

The SNIIP program will provide an incentive to low-income homeowners who successfully contribute to the improvement of their target area neighborhood. Homeowners may be eligible to receive repairs to their homes, including weatherization.

2007-08 Output: 22 homes repaired

Objective: Decent Housing

Outcome Category: Accessibility for the purpose of providing decent affordable housing

Goals Addressed: HS-1, HS-2

Funding: $155,000

Public Facilities

White Rock Park Improvements

Improvements to White Rock Park, which is a community park located in a target area, will include general park and playground improvements.

2007-08 Output: TBD

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of creating suitable living environments

Goals Addressed: CD-4

Funding: $95,978

PUBLIC SERVICES

Roots and Horizons

Roots and Horizons is a program that fosters safe and healthy mentoring relationships between children of incarcerated parents and professionals within the City. Currently partially funded by other grants, CDBG funding will allow the program to hire a coordinator, who would be fully devoted to building mentor-child connections for residents of Rancho Cordova.

2007-08 Output: 30 children mentored

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of creating suitable living environments

Goals Addressed: CD-2, CD-3

Funding: $24,809

Senior Nutrition Services (Meals on Wheels)

The Senior Nutrition Services program has two components: providing five hot meals per week to homebound seniors and providing lunches to seniors at the Cordova Senior Center. The program provides regular contact for homebound seniors. Funding will help pay for the personnel who prepare and deliver the meals.

2007-08 Output: 282 seniors provided with meals

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of creating suitable living environments

Goals Addressed: CD-1, CD-3

Funding: $34,990

Respite CLUB

The Respite CLUB (Caring, Laughing, Understanding, and Belonging) offers eight to ten hours of care per week to seniors with severe memory loss. The program benefits both participants and their full-time caregivers. Funding will allow the program to expand it hours of operation.

2007-08 Output: 40 seniors provided care

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of creating suitable living environments

Goals Addressed: CD-1, CD-3

Funding: $8,760

Sacramento Self-Help Housing

Sacramento Self-Help Housing provides counseling and housing referrals to homeless and near-homeless individuals and households. With funding, the organization plans to establish a location in the City's primary low-income service center, the Rancho Cordova Neighborhood Center.

2007-08 Output: 50 households provided counseling

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of creating suitable living environments

Goals Addressed: HA-1, CD-3

Funding: $5,000

WEAVE

WEAVE is a domestic violence counseling program. They will extend their existing program to provide counseling services, including individual and group counseling, to residents of Rancho Cordova who have suffered from domestic violence.

2007-08 Output: 141 people provided counseling

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of creating suitable living environments

Goals Addressed: CD-3

Funding: $16,875

Human Rights / Fair Housing Commission

The Human Rights/Fair Housing Commission provides fair housing services such as housing discrimination and tenant and landlord laws, complain investigation, outreach and education through public forums, distribution of fair housing brochures, and newspaper articles.

2007-08 Output: 160 households assisted

Objective: Suitable living environment

Outcome Category: Accessibility for the purpose of creating suitable living environments

Goals Addressed: HS-1, HS-2

Funding: $10,000

Ownership Counseling

NeighborWorks HomeOwnership Center assists potential homebuyers in the purchasing process, as well as providing home buying counseling and education.

2007-08 Output: TBD

Objective: Suitable Living Environment

Outcome Category: Accessibility for the purpose of creating suitable living environments

Goals Addressed: CD-3

Funding: $5,000

CLEARANCE

The clearance program is intended to spur economic development in the redevelopment area by aiding property owners in removing non-functioning structures from their properties. This activity is being carried over from the 2006-07 program year.

2007-08 Output:	1 building demolished
Objective:	Suitable Living Environment
Outcome Category:	Sustainability for the purpose of creating economic opportunity
Goals Addressed:	CD-5
Funding:	$35,300 (all funding from 2006-07)

PLANNING AND ADMINISTRATION ACTIVITIES

Planning and Administration

The planning and administration funding is intended to provide funding for general staff administration of CDBG programs and activities, including Integrated Disbursement and Information System (IDIS) training, program set-up, reporting, planning, and subrecipient training and monitoring.

2007-08 Output:	Quality administration of the CDBG program, 1-2 staff members trained as necessary
Objective:	Full compliance with all applicable CDBG and federal regulations and maintenance of a successful and innovative program.
Goals Addressed:	PA-1
Funding:	$140,581

GEOGRAPHIC DISTRIBUTION

Geographic distribution of activities is widely varied, but most take place in or near a low- and moderate-income area. The location of an activity largely depends on the type of activity and many of the City's 2007-08 activities, such as home repair and Meals on Wheels, are able to take place across the entire City. Figure 1 shows the location of the activities proposed to

be funded in program year 2007-08. Not all of the activities funded through the CDBG Program are shown in Figure 1 because some are community-wide, while the exact locations of others (e.g., housing rehabilitation) have yet to be determined. Figure 2 displays the location of activities in relation to low-income areas.

The rental housing inspection program and code enforcement activities funded by CDBG will take place in the City's designated redevelopment area. The investment of other public and private funds in these areas will provide a comprehensive approach to revitalization.

Minority Distribution

The City of Rancho Cordova strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. As a result, many programs, including emergency repair, senior services, and youth services, will be available to residents citywide. Programs with a specific location, such as White Rock Park, are located in areas with varying levels of minority concentration with an emphasis on higher concentration areas. Table 1 details the projects in the City; of these, the majority are available on a citywide basis. Projects that do have a specific, pre-determined geographic location are often located in or near areas of minority concentration, as seen in Figure 3.

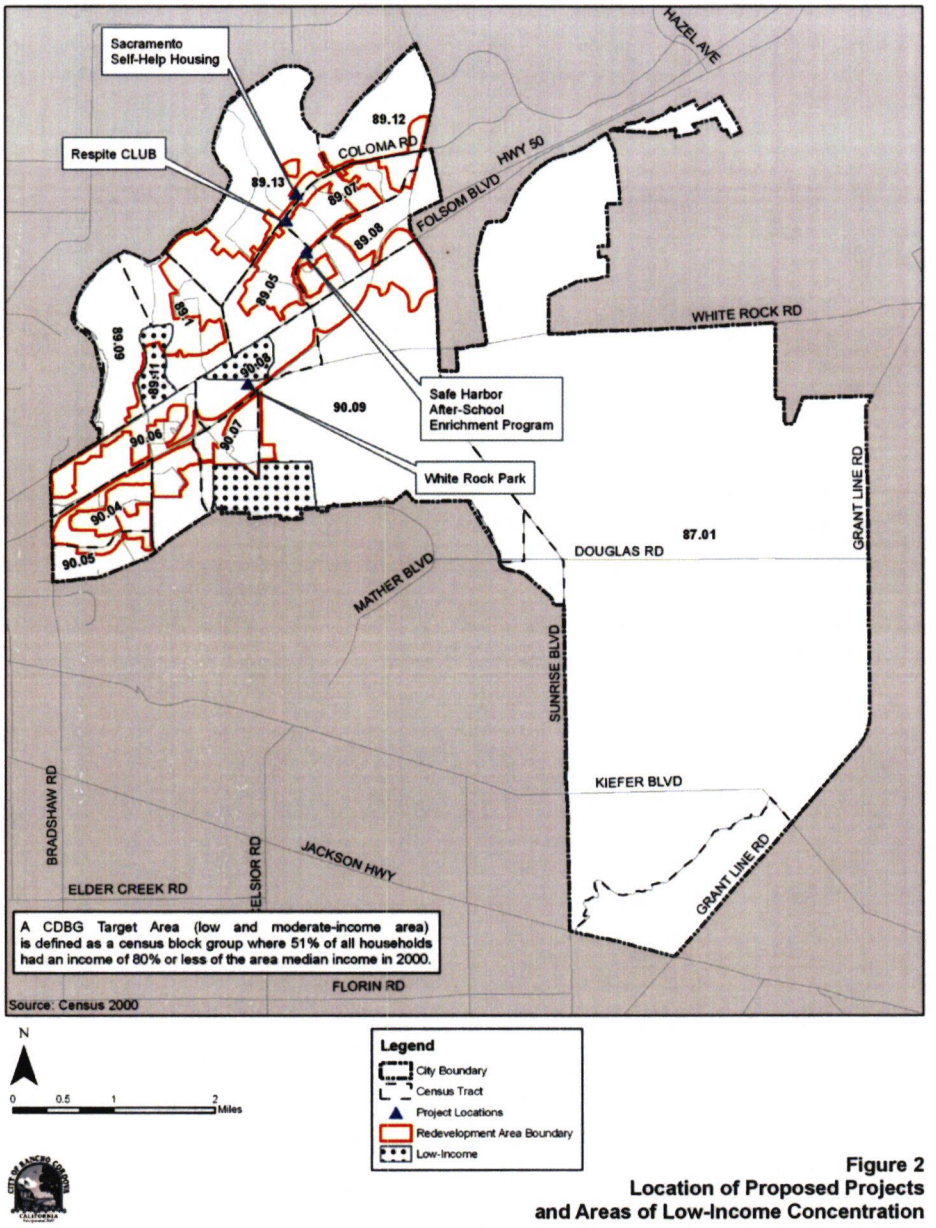


Figure 2
Location of Proposed Projects and Areas of Low-Income Concentration

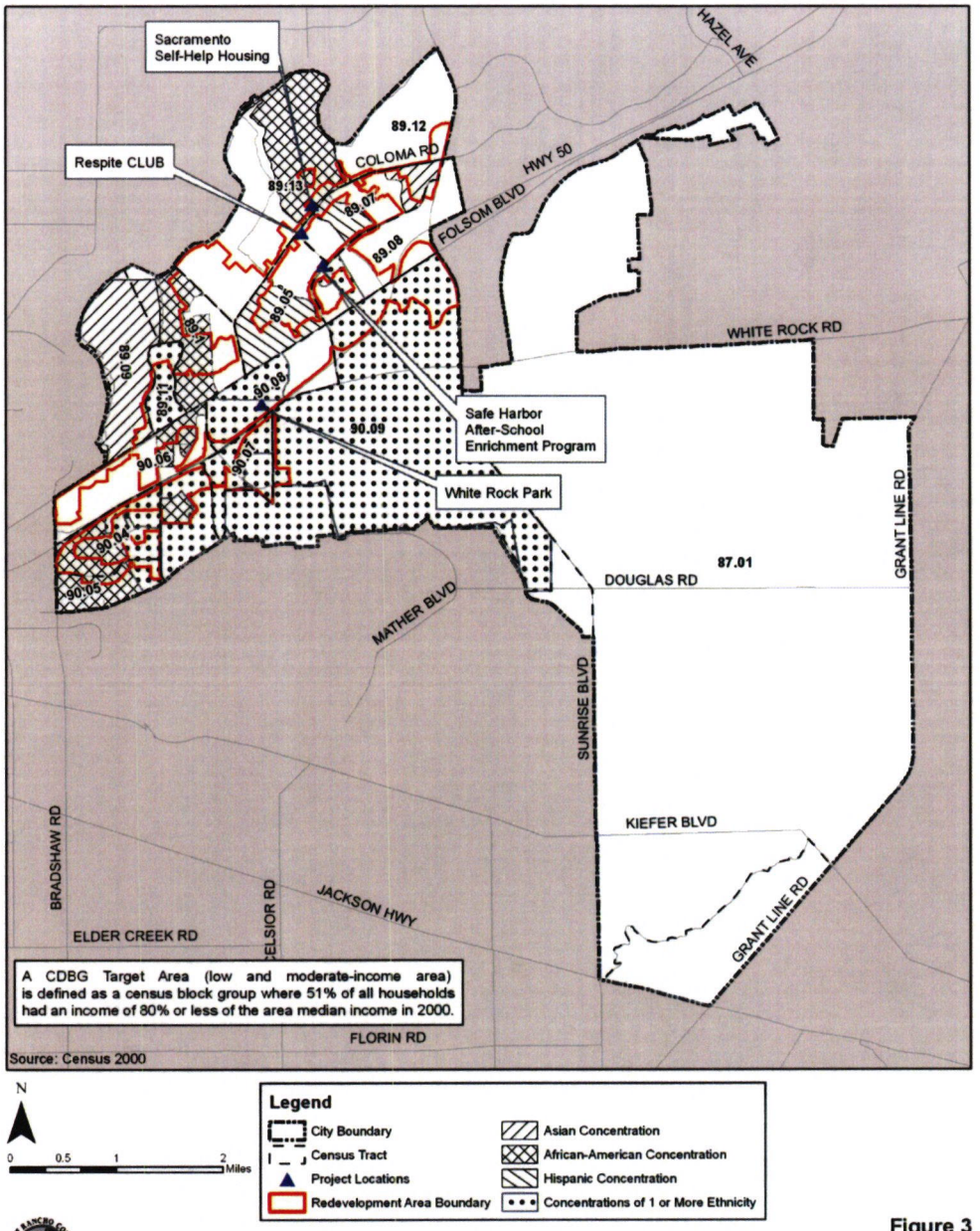


Figure 3
Location of Proposed Projects and Areas of Minority Concentration

Homeless and Other Special Needs Populations

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations involves funding a variety of supportive services offered locally or regionally to Rancho Cordova residents. Currently, Rancho Cordova is home to the Mather Community Campus, a major supportive housing facility for homeless individuals, but other resources have limited capacity. As a part of the City's plan to encourage a system of supportive services located in the City to allow for accessibility for residents, the City is funding several programs and services to assist its homeless and special needs populations. In 2007-08, these include:

- Homeless and family assistance to locate temporary or permanent housing, provided by Sacramento Self-Help Housing;
- Services for persons with disabilities, provided by the Respite CLUB and others;
- Services for victims of domestic violence, provided by WEAVE;
- Accessibility improvements, provided mainly under the Home Repair Assistance Program;
- Senior services, provided by the Respite CLUB and Meals on Wheels; and
- Youth services, provided by Roots and Horizons.

In addition, the City's Housing Element includes several programs that provide for the development of affordable housing. The Element also removes potential constraints to housing for persons with disabilities.

Address Obstacles to Meeting Underserved Needs

While there are several constraints to meeting the needs of target-income residents, the primary obstacle is the lack of available services within the City's boundaries. Many services are located in the City of Sacramento; additionally, those services located locally often do not have sufficient capacity to meet needs.

The City plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will also encourage area service providers to offer services in the community. In the 2007-08 program

year, several organizations (including Sacramento Self-Help Housing and WEAVE) are expected to provide services within Rancho Cordova.

Foster and Maintain Affordable Housing

The City's 2005-2007 Housing Element includes a number of important programs to facilitate the development of affordable housing in Rancho Cordova. Some of these programs include:

- Create a broad range of options available throughout the City that will result in the production of housing available to all income levels and that will result in the production of at least ten percent of housing in new neighborhoods being affordable to moderate- and lower-income households. (Action H.1.1.3)

- Pursue available and appropriate state and federal funding sources to support efforts to meet new construction needs of very low-, low-, and moderate-income households. (Action H.7.2.1)

- Update the existing Very Low Income Housing Trust Fund Fee (fee for non-residential development) to better address the needs and desires of the City. (Action H.7.4.1)

- Cooperate with affordable housing providers and provide regulatory and financial incentives to develop, acquire, rehabilitate, and/or manage housing affordable to very low-, low-, or moderate-income households. (Policy H.7.3)

Additional measures are identified and explained in detail in the City's Housing Element.

The City is currently exploring funding sources other than the Very Low Income Housing Trust Fund (VLIHTF) to promote affordable housing development. The VLIHTF is funded by impact fees collected on non-residential development in the City and funds housing appropriate to the City's workforce and affordable to households earning 0 to 50 percent of AMI. The City is exploring the option of collecting funds from market-rate residential development and using them to provide new housing affordable to households with incomes less than 80 percent of AMI (Action H.1.1.3).

In terms of maintaining affordable housing, the Housing Element includes an action item that promotes an owner-occupied housing rehabilitation program to assist the City in maintaining its stock of affordable ownership housing (Action H.2.2.1).

Remove Barriers to Affordable Housing

The City is undertaking a number of actions to reduce potential barriers and constraints to affordable housing as well as housing for special needs populations. These include creating funds in support of affordable housing development, as well as offering fee reductions, regulatory incentives, density incentives, and several other options. These are described in more detail in the City's 2005-2007 Housing Element.

Develop Institutional Structure

The planned Housing Division, within the Economic Development Department, will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan.

The City will designate staff positions to administer the programs and activities funded with CDBG funds. These staff members will work with the individual City divisions, such as Public Works and Parks, to develop procedures and coordinate the administration of programs that will be carried out by these divisions. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

Enhance Coordination

The City will continue its work with neighboring jurisdictions such as the County and the City of Sacramento, including Sacramento Housing and Redevelopment Agency, to address the regional issues that affect the needs of target-income persons as well as special needs populations. The City will also work with service providers and local, state, and federal agencies (e.g., HUD).

Public Housing Needs

There are ten apartment complexes that include some of the 747 affordable housing units in Rancho Cordova. Some of these units are administered by Sacramento Housing and Redevelopment Agency (SHRA), which serves as the public housing authority for Sacramento County. The City of Rancho Cordova does not have its own local housing authority. Resident initiatives are handled directly by SHRA.

Anti-Poverty Strategy

The City's anti-poverty strategy is based on revitalizing the City's existing housing stock to provide safe and decent places to live, and supporting social services agencies that provide various services that promote income and housing stability. In addition, the City's strategy is

to provide supportive services for target-income residents, including senior and youth services.

In the 2007-08 program year, the City plans the following anti-poverty programs:

- Senior nutrition program, also known as Meals on Wheels;
- Housing crisis intervention services, provided by Sacramento Self-Help Housing;
- Homeless services, provided by Sacramento Self-Help Housing and other organizations; and
- Housing grants for emergency repairs and accessibility improvements to single-family and mobile homes.

Lead-Based Paint Hazards

The City will provide lead-abatement assistance for residential units through a proposed owner-occupied housing rehabilitation and emergency repair programs. The programs will comply with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures regarding lead-based paint in both rehabilitation programs will include the following:

- Notification;
- Identification; and
- Treatment (if necessary).

Monitoring Plan

The City of Rancho Cordova has developed a monitoring system to ensure that the activities carried out in furtherance of the Plan are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501(V) and 24 CFR 85.40 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring plan are described in more detail in the Consolidated Plan.

Attachment 2
Proposed CDBG Funding and Priorities for the 2007-2008 Program Year

Activity Name	2006-07 Funding	2007-08 Funding	Total
Emergency Repair Program		$100,000	**$100,000**
Rental Housing Inspection Program	$50,000	$30,502	**$80,502**
Code Enforcement		$73,700	**$73,700**
Strong Neighborhoods Initiative Incentive Program (SNIIP)		$155,000	**$155,000**
White Rock Park Improvements		$95,798	**$95,798**
Clearance	$35,300		**$35,300**
Roots and Horizons		$24,809	**$24,809**
Meals on Wheels		$34,990	**$34,990**
Respite CLUB		$8,760	**$8,760**
Sacramento Self-Help Housing		$5,000	**$5,000**
WEAVE		$16,875	**$16,875**
Human Rights/Fair Housing Commission		$10,000	**$10,000**
Homeownership Counseling		$5,000	**$5,000**
Planning and Administration		$140,581	**$140,581**

Attachment 3

Attachment 3
CDBG Applications Received and Recommended Funding Levels

Project - Organization	Project Description	Activity Type	Eligible?	Fund Request	Leveraged Funds*	Recommended Funding	Comments
Home Delivered Meals (AKA Meals of Wheels) Department of Human Assistance/ Senior Nutrition Services	Provide nutritious hot meals to an average of 53 homebound seniors and 31 seniors dining at the Cordova Senior Center, 250 days per year.	Public Service	Yes	$54,990	$156,703	$34,990	Recommended funding is at a reduced level.
Respite CLUB Cordova Neighborhood Church	Provide an expansion of the existing Respite C.L.U.B. program, which provides affordable, senior respite day care services to seniors with severe memory loss.	Public Service	Yes	$8,760	$65,960	$8,760	Funding is recommended at the full request. The Respite CLUB plans to double their outcomes from last year.
Roots and Horizons Folsom Cordova Community Partnership	Provide one-on-one mentoring services for youth with an incarcerated parent. The project proposes to increase the number of youth served in Rancho Cordova.	Public Service	Yes	$52,108	$65,540	$24,809	Funding is recommended at a reduced level, which will allow Roots and Horizons to partially fund a program coordinator position.
Housing Counseling Sacramento Self-Help Housing, Inc.	Provide housing services to residents of Rancho Cordova who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing.	Public Service	Yes	$6,932	$3,289	$5,000	Recommended funding is for housing counselor staff salary, and is less than requested because SSHH has had trouble meeting goals in the past. Provision of homeless services is required to receive CDBG funding.
Domestic Violence Counseling Program WEAVE, Inc.	Extend the existing WEAVE program located in Sacramento to provide counseling services to residents of Rancho Cordova who have suffered from domestic violence. This project focuses on providing counseling in Rancho Cordova rather than victims having to drive for the service.	Public Service	Yes	$22,285	$16,907	$16,875	Recommended funding is at a reduced level, which will still allow WEAVE to provide counseling services at the Rancho Cordova Neighborhood Center. This is the first year they have applied for funding. If the program proves successful, funding may increase next year.
Cordova Senior Activity Center Improvement Project Cordova Recreation & Park District	Provide repairs and renovations to the both the interior and the exterior of the Cordova Senior Activity Center.	Public Improvements	Yes	$161,000	$220,350	$0	Funding is not recommended due to project cost.
White Rock Community Park Street Improvement Project Cordova Recreation & Park District	Provide street improvements to sidewalks, curbs, and gutters for safety and increased accessibility as part of the White Rock Community Park renovation.	Public Improvements	Yes	$179,555	$2,863,866	$95,798	Funding is recommended at a reduced level, allowing partial completion of renovations.
TOTAL FUNDING				**$485,630**		**$95,798**	

* Leveraged funds means funds from other sources (e.g., grants, private donations) that the organization has received or will receive for use on the project or program.

MEMORANDUM

DATE: April 2, 2007

TO: Honorable Mayor and Council Members

FROM: Curt Haven, Economic Development Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION JOINT EXERCISE OF POWERS AGREEMENT**

RECOMMENDATION

Adopt Resolution 32-2007 authorizing the City Manager to execute the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement. Execution of this Joint Powers Agreement will give the City a seat on the Regional Human Rights/Fair Housing Commission's Governing Board and a seat on its Advisory Board. Becoming a member of the Commission will allow the City to benefit from programs implemented by the Commission that identify and seek to eradicate discrimination.

BACKGROUND

In May 1981, a Joint Exercise of Powers Agreement (JPA) was created between the City and County of Sacramento creating the Human Rights/Fair Housing Commission of the City and County of Sacramento. The purpose of the Commission is to promote the public health, safety, peace and tranquility of the Region through the establishment and implementation of programs that identify and seek to eradicate discrimination and promote tolerance of the diverse cultures, mores, lifestyles, and beliefs of the peoples of this Region in order to achieve and maintain harmony and realize equal opportunity.

Currently, the County Board of Supervisors and the Sacramento City Council appoint an Advisory Board of five members each to the Commission, and the eleventh member is appointed by the group.

Since the Commission's creation, several new cities, including the City of Rancho Cordova, have incorporated in the region. These new cities currently do not have a seat on the Commission.

AGENDA ITEM # 15

Due to requests by several newly incorporated cities, including Rancho Cordova, the Commission has recommended to the Board of Supervisors that amendments be made to the JPA creating a Governing Board of elected officials. The Governing Board will be made up of members from each of the Cities or Counties that have signed the JPA. Cities desiring to become members of the Commission are required to adopt a resolution requesting membership. Staff has prepared the attached Resolution as required by the JPA.

As a member of the Commission, the City would be required to contribute to the Commission's annual budget. The level of contribution by each jurisdiction that becomes a member of the Commission will be determined individually by each member's governing body. After the City becomes a member of the Commission, Staff will be bringing forward a proposed contribution for City Council approval.

City Staff anticipates that the City's membership in the Regional Human Rights/Fair Housing Commission will assist the City to combat current, and prevent future issues with discrimination.

MOTION

"I move that the City Council adopt Resolution No. 32-2007 authorizing the City Manager to execute the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement."

ATTACHMENTS

1. Resolution 32-2007 Authorizing the City Manager to Execute the Regional Human Rights/Fair Housing Commission Joint Exercise of Powers Agreement (Exhibit A)

CITY OF RANCHO CORDOVA

RESOLUTION NO. 32-2007

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE THE REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, in May 1981, a Joint Exercise of Powers Agreement ("JPA") was created between the City and County of Sacramento creating the Human Rights/Fair Housing Commission of the City and County of Sacramento; and

WHEREAS, the purpose of the Commission is to promote the public health, safety, peace and tranquility of the Region through the establishment and implementation of programs that identify and seek to eradicate discrimination and promote tolerance of the diverse cultures, mores, lifestyles, and beliefs of the peoples of this Region in order to achieve and maintain harmony and realize equal opportunity; and

WHEREAS, currently the County Board of Supervisors and the Sacramento City Council appoint an Advisory Board of five (5) members each to the Commission, and an eleventh member is appointed by the group; and

WHEREAS, since the Commission's creation, several new cities, including the City of Rancho Cordova, have incorporated in the region; and

WHEREAS, due to requests by several newly established Cities, the Commission has recommended amendments to the JPA creating a Governing Board of elected officials from each City or County that is a signer to the JPA; and

WHEREAS, the JPA requires that all Cities wishing to become members of the Commission adopt a resolution requesting membership; and

WHEREAS, upon adoption of this Resolution and execution of the JPA, the City will be granted membership to the Commission; and

WHEREAS, as a member of the Commission, the City will have one seat on the Commission's Governing Board and one seat on its Advisory Board.

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

A. The City wishes to become a member of the Regional Human Rights/Fair Housing Commission; and

B. The City Manager or his designee is authorized to execute the Joint Powers Agreement in substantially the form set forth in **Exhibit A**.

PASSED AND ADOPTED by the City Council on the 2nd day of April, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

JOINT EXERCISE OF POWERS AGREEMENT
REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION

This Agreement creating the Regional Human Rights/Fair Housing Commission is made by and between the undersigned Parties:

1. ESTABLISHMENT OF REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION

   In exercise of the authority conferred upon the Parties hereto by Article XI, Section 7 of the California Constitution, and pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code, Section 6500 et seq. ("The Joint Exercise of Powers Act"), there is hereby established a joint powers authority that shall be known as "The Regional Human Rights/Fair Housing Commission (hereafter "Commission"). The Commission shall be a public entity separate from the Parties hereto, and its debts, liabilities and obligations shall not be or become debts, liabilities or obligations of any Party to this Agreement.

2. PURPOSE.

   The purpose of the Commission is to promote the public health, safety, peace and tranquility of the Region through the establishment and implementation of programs that identify and seek to eradicate discrimination and promote tolerance of the diverse cultures, mores, lifestyles, and beliefs of the peoples of this Region in order to achieve and maintain harmony and realize equal opportunity.

   As used in this Agreement, the term "discrimination" means any and all forms of bias or prejudice on any basis made unlawful by Federal or California statutory or California common law, including, without limitation, such bases as race, religion, gender, sexual orientation, familial status, age or disability occurring in the Region with respect to which action of the Commission or its Members is not preempted, including, without limitation, housing, employment, access to public or commercial goods and services, and admission to civic, social or cultural association or activities.

3. MEMBERS OF COMMISSION

   The Members of the Commission shall be an elected official from those counties and cities that elect to join the Commission. Election to join the Commission shall be demonstrated by resolution of the governing body of the county or city authorizing the execution of this Agreement. A county or city that is not among the original Members of the Commission may join the Commission upon adoption by its governing body of a resolution

requesting membership and upon approval of an amendment to this Agreement adding such county or city as a party hereto. Each Member of the Commission is required to contribute to the Commission's annual budget. The level of contribution from each jurisdiction will be determined individually by each governing body signed to this agreement.

4. GOVERNING BOARD OF THE COMMISSION

a. Directors. The Governing Board of the Commission shall consist of a Board of Directors. Each director shall have one vote. Appointments to the Commission will be as follows:
   I. The Sacramento County Board of Supervisors shall appoint five directors;
   II. The Sacramento City Council shall appoint five directors from among its members;
   III. All other members of the Commission shall appoint one director.

b. Qualifications. Each Director shall be an elected official of the Member's governing body, and shall serve at the pleasure of the Member's governing body.

c. Meetings. The Governing Board shall meet at least semi-annually, or at the request of the Chair of the Governing Board. Meetings shall be open to the public and shall be scheduled, called and conducted in compliance with Section 54950 et seq. of the Government Code (Ralph M. Brown Act).

d. Alternates. Each Member may appoint one or more alternates for its Director, who shall serve when the Member's regular Director is absent or disqualified from voting.

e. Quorum. A quorum for transaction of business shall be a majority of duly-appointed Directors. No action by the Governing Board shall be effective unless it receives the affirmative vote of a majority of the duly-appointed Directors. For purposes of this subsection, a Director or Alternate is deemed appointed when written notice of the appointment is received by the Commission's Executive Director.

f. Organization. The Governing Board shall elect a Chair and Vice Chair for a one-year term beginning on July 1 of each year. Other officers and ad hoc committees may be created by action of the Governing Board.

g. General Powers and Duties. The Governing Board shall have all of the powers and duties authorized by the Joint Exercise of Powers Act and which the Members share in common. Governing Board responsibilities shall include:

i. Setting overall program and fiscal policy for the Commission.
ii. Establishing goals, objectives, and priorities.
iii. Adopting an annual budget, including the compensation and benefits of Commission employees.
iv. Hiring, firing, annually evaluating, and disciplining the Executive Director.
v. Setting the annual contribution to the Commission budget from each Member. This action shall require unanimous agreement of all Directors present.
vi. Appointing the Commission's General Counsel.

h. Authority to Investigate, Enforce, and Litigate. The Commission shall have the authority to investigate, enforce, and litigate charges of discrimination using the following procedures:

i. With the same power and authority and subject to the same limitations vested in and imposed upon a City under Government Code Sections 37104 et seq., the Commission may issue subpoenas in any action or proceeding pending before it. The Commission shall provide its own legal representation in the initiation and prosecution of any and all proceedings relating to the validity or enforcement thereof. The Advisory Board and the Executive Director of the Commission, respectively, shall be vested with the same powers as a City Council and Mayor under the provisions of Government Code Sections 37104 et seq.

ii. The Executive Director of the Commission may refer to and request the Commission's General Counsel to file and prosecute litigation for the purpose of alleviating discrimination within the Region, making the Commission a party plaintiff to such litigation. The provisions of this subparagraph shall not be construed to limit the discretion of the District Attorney or any other authorized person to file and prosecute any civil litigation in the name of the People of the State of California, whether or not requested by the Commission and whether or not the Commission is a party thereto.

iii. The Executive Director of the Commission may file in the name of the Commission a verified complaint with the State Department of Fair Employment and Housing ("Department")

alleging discrimination with the statutory jurisdiction of the Department. The Commission may bring suit on any verified complaint filed pursuant to this subparagraph.

i. Compensation. Each Director shall be entitled to a stipend of $200.00 per meeting, if so requested.

5. ADVISORY BOARD

a. Appointment of Advisory Board. The Governing Board shall appoint an Advisory Board that shall represent the Members of the Commission. The number of Advisory Board members shall be set, and revised from time to time, by the Governing Board. It is the intention of the Parties that each Commission Member shall be represented by one Advisory Board member based on a jurisdictional population of one to 100,000 for the first member and an additional member for each additional 100,000 in population, up to a maximum of five members. An Advisory Board member shall serve a term of three years. No member may serve more than two consecutive terms. Any Advisory Board member absent for more than three consecutive Advisory Board meetings is automatically removed and a replacement shall be appointed. Advisory Board members shall serve at the pleasure of the Governing Board.

b. Qualifications. Each Advisory Board member shall be appointed by the governing body of the Member he or she represents.

c. Meetings. The Advisory Board shall establish an annual schedule of meetings, generally on a monthly basis. Meetings shall be open to the public and shall be scheduled, called and conducted in compliance with Government Code Section 54950 et seq. (Ralph M. Brown Act).

d. Quorum. A quorum for transaction of business shall be one-third of duly-appointed members. Advisory Board action may be taken by the affirmative vote of a majority of those members present and voting.

e. Organization. The Advisory Board shall elect a Chair and Vice Chair for a one-year term beginning on July 1 of each year. Other officers and ad hoc committees may be created by action of the Advisory Board.

f. Duties of Advisory Board. The Advisory Board shall be subordinate to the Governing Board. The Advisory Board shall provide direction to the Executive Director consistent with the policy, goals,

objectives, and priorities established by the Governing Board. The Advisory Board shall forward an annual budget to the Governing Board for approval, after conducting a workshop planning session to discuss budgets, programs, service levels and other issues as directed by the Governing Board. Specific duties of Advisory Board members shall include:

i. Represent the Commission at community events.
ii. Participate in the development of media promoting the Commission.
iii. Attend joint meetings with other community advisory boards.
iv. Participate on a speakers' bureau, speaking to community organizations on issues and legislation relevant to the Commission.
v. Attend educational forums and events.
vi. Actively participate in events of non-profit organizations established to promote the purposes of the Commission.

g. Compensation. Advisory Board members shall serve without compensation.

6. EXECUTIVE DIRECTOR

a. Appointment of Executive Director. The Governing Board shall appoint the Executive Director of the Commission after a recommendation of the Advisory Board. The process for recruitment, selection and appointment of the Executive Director shall be prescribed by the Governing Board after a recommendation of the Advisory Board. No person who is a Governing Board or Advisory Board appointee shall be eligible for appointment to the position of Executive Director during his or her term of office on the Governing Board or Advisory Board. The Executive Director shall be engaged by an employment agreement let in the name of the Commission, which shall regulate compensation and all other terms and conditions of employment and shall be renewable at the discretion of the Governing Board. The Executive Director is vested with no tenure, job security, or employment entitlement except as provided by the employment agreement. The employment agreement shall be subject to mid-term cancellation at the pleasure of the Governing Board, any cancellation to become effective thirty days following the date of action by the Governing Board.

b. General Duties and Responsibilities of Executive Director. The Executive Director shall perform duties and responsibilities prescribed by the Governing Board and Advisory Board, and shall:

i. Manage and administer the affairs of the Commission, pursuant to the direction of the Advisory Board and the policies established by the Governing Board.
ii. Appoint and remove, subject to adopted policies, all subordinate personnel.
iii. In cooperation with the Advisory Board, prepare an annual budget detailing line-item expenditures, which shall not become effective until approved by the Governing Board. No expenditure of funds shall be made or authorized except in accordance with the approved budget.
iv. Act as the Secretary to the Governing Board and the Advisory Board and cause all minutes and records of actions to be properly recorded and maintained.

c. Specific Duties of Executive Director. The Director of the Commission shall address, analyze, measure and develop recommendations to the Advisory Board and the Governing Board concerning, and take action affirmatively to eliminate, discrimination within the Region and the tensions that it causes through:

i. Surveys and other research and education relating to the existence of discrimination and its causes.
ii. Development and implementation of programs of an educational, counseling and similar nature designed to prevent or alleviate discrimination.
iii. Public debate, utilizing public hearings by the Advisory Board and other strategies to focus public attention on the existence, causes, effects and elimination of discrimination.
iv. Conciliation and mediation of disputes.
v. Information and referral to resources offering assistance to victims of discrimination.
vi. Advice to and cooperation with civic, cultural and governmental organizations.
vii. Establishing and implementing Memoranda of Understanding with other agencies.
viii. Entering into contracts providing funds to the Commission.
ix. Pursuing alternative funding sources for the Commission.
x. Investigating charges of discrimination and undertaking enforcement actions pursuant to the authority set forth in Section 4(h) of this Agreement.
xi. And other duties as may be delegated by ordinance adopted by any Member of the Commission.

7. TREASURER AND AUDITOR.

a. The Treasurer and Auditor of the County of Sacramento shall be the Treasurer and Auditor of the Commission.

b. Annually, the Auditor shall cause to be made an independent audit of the accounts and records of the Commission by a certified public accountant or a public accountant in compliance with Government Code Section 6505.

8. NON-PROFIT ORGANIZATIONS.

The Executive Director shall be authorized to establish and work with non-profit organization(s), associations or affiliations as permitted by law, for the purpose of enhancing supplemental funding sources and promoting the purposes of the Commission.

9. AMENDMENT OF FORMER AGREEMENT AND CONTINUATION OF COMMISSION.

This Agreement amends in its entirety that certain Joint Exercise of Powers Agreement between the City of Sacramento and the County of Sacramento creating the Human Rights/Fair Housing Commission of the City and County of Sacramento, dated January 14, 1997, as amended. Notwithstanding the foregoing, the joint powers authority established by that Agreement shall remain in existence and continue as the Commission under this Agreement and the amendment of that Agreement shall not be deemed to alter any rights or obligations of the Commission, or terminate, alter or otherwise interrupt service by any appointees or employees.

10. WITHDRAWAL.

Any Member may withdraw from the Commission upon service of written notice in the form of a resolution of the Member's governing body electing to withdraw and payment of any obligations due to the Commission. Notice shall be addressed to:

Sacramento Regional Human Rights/Fair Housing Commission
1112 "I" Street, Suite 250
Sacramento, CA 95814
Attn: Board Chair and Executive Director

And shall be deemed served when received. Withdrawal shall take effect 30 days after service of the notice.

11. COUNTERPARTS

This Agreement may be executed in counterparts. All counterparts shall constitute a single Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

City of Rancho Cordova

By: _____
Ted Gaebler, City Manager

Date: _____

ATTEST:

_____
Anna Olea-Moger, CMC, City Clerk

APPROVED AS TO FORM:

_____
Adam Lindgren, City Attorney

Supplemental #12

Michael Dequine and Associates, Inc.
Professional Land Surveying Services

Summary of response to Staff Report
For Appeal to the City Council
Regarding the
Gold Crossing Tentative Subdivision Map and Special Development Permit

April 2, 2007

Good Evening. My name is Michael Dequine. I am a Licensed Land Surveyor with the firm of Michael Dequine and Associates, Inc. We are the firm that is responsible for preparation of the application documents and Tentative Subdivision Map for the Gold Crossing project. We have reviewed the Staff Report provided by the Planning Department relating to the Gold Crossing Tentative Subdivision Map and Special Development Permit Application and have the following response:

First, I would like to state the obvious. This project exists today and has existed in this location for over 40 years. We have offered in good faith to improve the property and we have provided a plan for how this property will be managed. We have proposed to require a Homeowners Association that includes a Certified Property Manager to be on site and to act as a single point of contact for emergency services. We recognize that the Coloma Road corridor is a reasonably old street alignment. I grew up in Rancho Cordova and I attended Mills Jr. High School and Cordova High School so I know this road has been around a while! We recognize that this corridor needs an upgrade and we have offered what we believe is a significant level of improvements to the project and to the Coloma Road corridor. Our proposal includes approximately $1.3 million dollars of new improvements including landscaping along the rear property line, new landscaping along Coloma Road, re-striping of the parking areas to bring what was in compliance with the zoning code in the 1960's to what is compliant today, a new paint scheme for the buildings, new on site landscaping is several areas, and upgrades to the on site sewer system to meet CSD-1 current requirements.

We believe that approval of our project will motivate other property owners along the Coloma corridor to upgrade their projects. When we made our presentation before the Planning Commission we were told, essentially, that the only acceptable improvements to this project would be to tear it down and replace it with some new, mixed use, project. The fact is that if we were to do that, we would be required to design the new project respecting the required 100' rear set back as well as a 25' front setback. That means that we would have about half the build-able area we now use to develop a new project. In addition, we were told by the Commissioner's that they did not want to see rents increase for the existing tenants. So, how can we invest millions of dollars to create a new project that is only half as large and not increase the rents? From a development perspective, it is not feasible, now or in

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PHONE (916) 923.5820 · FAX (916) 923.1626 · www.mdequine.com

the future, to invest many millions of dollars in new development on half the space for rents that are controlled by the market. That Corridor will not now support the kinds of rents that would be required to make a new project economically feasible. What we are proposing is a realistic first step towards improving the Coloma Corridor and the Gold Crossing Apartments now.

We have prepared specific responses to each of the Planning Commissions reasons for denying our project and we are available to address our responses and any questions you may have at this time.

Should you consider approving our project tonight, please be advised that we were provided with a copy of the proposed Conditions of Approval prior to the Planning Commission meeting. **We have reviewed the Conditions of Approval and accept them as written.**

So with that, we respectfully request that you approve our request for a Tentative Subdivision Map and Special Development Permit for the Gold Crossing Apartments. If you will allow it, I would appreciate a few more moments of your time to address our issues.

Regarding the Planning Commission's Summary:

Staff originally recommended approval of our project. It was only after significant discussion with the Planning Commissioners that they changed their recommendation to denial.

The summary indicates that they could not support our project because:

1. It does not result in significant improvements to the site. We would argue that $1.3 million dollars in project improvements is a significant improvement.

2. The non-conforming setback issue refers to the fact that the existing buildings, which were built according to the setback requirements originally, are only now non-conforming because the City changed the Zoning Code requirements.

3. The statement that the project cannot be supported because the City could not lessen the parking and landscape requirements is simply not true. We have submitted plans showing how our project, if approved, would meet the current parking and landscaping requirements imposed by the current zoning code.

4. The subdivision would make redevelopment or renovation of the site difficult due to multiple property ownerships and would make law enforcement difficult since a single point of contact would not be available to help coordinate activities. We argue that the site is not well suited for redevelopment because of the setback constraints. We also argue that all of the proposed property owners would be members of an Owner's Association and that a single point of contact would be available. We have built in to the Association documents the requirement that a Certified Property Manager be budgeted for, hired, and put in place to manage the property. This Certified Property Manager would be the single point of contact for emergency services.

Regarding the Findings for Denial, we have the following response:

General Plan

1. **Goal LU.5** calls for areas developed prior to City Incorporation to be **redeveloped and regenerated** in order to raise property values. The staff report indicates that our proposal does not help to advance this goal. We would suggest that we are in fact "regenerating" the property through the improvements we have suggested. Our regeneration would include bringing the property up to current zoning standards related to parking and landscaping as well as significant landscaping improvements along the Coloma Road Corridor.

2. **Policy L.U.5.5** supports the assembly of land for new development where fragmentation of parcels or the limited size of existing parcels acts as a deterrent to new development. The staff report suggests that approval of our request to subdivide the property would further fragment the existing parcels. There are now 20 existing Assessor's parcels on the property although the property is currently held under one common ownership. We are suggesting that preserving this existing parcel is not necessary because we are already beginning the process of regeneration with our proposed upgrades.

3. **Action UD 4.3.4** directs the City to work with property owners of existing developments on potential remodel/reuse of their sites so that they may become catalyst projects for development and re-development in the City. We have stated that in our opinion, the improvements we have already proposed accomplish this objective. In fact, we would go so far as to state that in our opinion, approval of our project is exactly consistent with the intent of this Action.

4. **Action H.2.2** directs the City to provide neighborhood revitalization in existing areas through housing revitalization and reuse/conversion. Again, we argue that the redevelopment of this particular site is not feasible due to the depth of the property as it relates to the required setbacks.

5. **Action H.2.2.3** directs the City to facilitate the rehabilitation and reuse of four-plex units. Our position is that when these units are sold to individual owners, it will create a market condition that will require the owners to improve their properties to keep up with the other owners that do improve their properties. If there are 20 buildings in a complex and 15 are upgraded by their individual owners, the other 5 will be inclined to spend a little more money to keep up so that they can also command the same level of rents and keep the same levels of occupancy.

6. **Action H.2.4.2** directs the City to require developers of affordable rental housing projects to submit a management and maintenance plan showing how such projects will be managed to insure safety of residents, a decent living environment, and maintenance of units in a sound condition. We have not submitted this plan because we were never asked to. In addition, we are not proposing a new development, only upgrades to an existing project. We have submitted a set of Covenants, Conditions, and Restrictions that accomplish the stated objectives and we will be happy to submit a management and maintenance plan should the City request it.

7. **Policy H.3.1** seeks to increase accountability of landlords and requires regular building improvements to maintain property in desirable condition. We are proposing that an Owner's Association will have the responsibility to keep individual owners on track regarding the condition of their building. In addition, we will have imposed strict guidelines, through our CCR's, for the Owner's Association to enforce. Finally, we have insured that the on site conditions will be monitored by an on site Certified Property Manager.

Subdivision Map Act

1. The Proposed Map is not consistent with the General Plan and is contrary to several of the General Plan goals. Our responses to these issues have already been stated.

2. The site is not physically suitable for development since the current design intrudes into the required rear setback. The staff report clearly states that the current design is considered a legal non-conforming use. It is only non-conforming because the zoning requirements have changed since the date of original construction. We would also state that the site is not suitable for **redevelopment** because of a similar reason, considering the available area for construction after allowing for the rear setback.

3. The proposed map creates public safety problems because there is not a single point of contact on site. We have built in to the Association documents the requirement that a Certified Property Manager be budgeted for, hired, and put in place to manage the property. This Certified Property Manager would be the single point of contact for emergency services.

4. The proposed map does not demonstrate how public utilities and services will be provided. They will be provided the same way they have been for the last 40 years except that we intend to upgrade the sewer to current CSD-1 standards.

Special Development Permit

1. The Proposed Map is not consistent with the General Plan and is contrary to several of the General Plan goals. Our responses to these issues have already been stated.

2. The proposal does not address the separation required by the zoning code for the rear setback of 100'. We would argue that it does by virtue of the fact that we have applied for a Special Development Permit to allow the existing buildings to remain where they are. The Special Development Permit is only required because the City changed the zoning requirements.

3. The proposal does not meet the special development permit requirement for additional energy savings or more useable open space. The only way to accomplish this is by demolishing our buildings and redesigning the site. As stated earlier, this site is not well suited for redevelopment because of the existing requirement for a 100' rear setback.

4. The applicant has not demonstrated that utility services will be adequate for the proposed entitlement. This property has existed for many years which is proof that utility service to the units is adequate. However, as a part of our upgrades, we are proposing to coordinate with CSD-1 to upgrade our on site sewer system to meet their current standards.

Housing Issues

1. The current proposal does not substantially improve the residential units. We believe that $1.3 million dollars in on site improvements does improve the units. We are proposing to upgrade the buildings to include new paint as well as sewer service that is consistent with current CSD-1 requirements.

2. The General Plan calls for expansion of ownership opportunities by converting existing multi-family properties into condominiums. This proposal converts an existing apartment complex into individual four-plex rental buildings. This forecloses any opportunity for future conversion into condominiums. The fact is that during the Planning Commission hearing, we received numerous complaints that we were attempting to convert these units into condominiums. We had to reiterate several times to the Commissioners and the audience that we did not intend to convert these units to condominiums. In reality, given the incredible constraints imposed by the City on conversions, we decided that it was not a feasible approach. We were asked to include a condition in our CCR's that would prevent these units from ever being further divided. Should the City prefer that we remove that condition, we would support it. In fact, it would be much

easier for an individual four plex owner to convert to condominiums than for an entire complex to convert.

3. We will respond to remaining issues if requested by the Council.

Law and Code Enforcement Issues

1. We are proposing a single point of contact.

The **benefits to the City** and the tenants will include:

- We intend to **re-stripe the existing parking lot** to increase the available parking to tenants and guests bringing the parking on site up to current zoning code requirements. We are not doing this by making a bunch of tiny compact spaces. The new spaces will be in areas where there is enough room to create the new spaces and still meet the City code for the relationship between full sized and compact spaces.

- We intend to **upgrade the landscaping on site by adding new trees** in certain areas so that our project will meet current zoning requirements for shade coverage.

- We intend to **replace two existing trees on-site that have died with new trees.**

- We intend to **add new trees along the common line between our project and the single family residential project to the south of us**. The new trees will be planted to increase the screening and privacy of the lots to the south as well as to upgrade the visual aesthetics between the two areas. This is being done to mitigate the 100' setback requirement between multi-family and single family uses.

- A property that is **controlled by a rigid set of CCR's** with a Homeowner's Association that has the ability to enforce them.

- **An increase in Property Tax revenue** to the City

- **Improvements to the on site sewer system in compliance with CSD-1 regulations**

PETITION for support of Gold Crossings Subdivision

We, the residents of Rancho Cordova, support the Gold Crossings subdivision project and the consequential property improvements that will take place on Coloma Road as a result.

#	Resident Name	Phone #	Date
1	BIJULI LATA	9163663613	02/6/07.
2	2200 MARITIS COURT ALEXANDER ELLIS	9164707179	02607
3	TY MCINTYRE 3584 RAINSONG CR R.C CA 95670		
4	Patricia A. Ronten 2219 W. La Loma Dr. RC.	916-362-7408	2-6-07
5	Diana Tsatounyan 2250 Mcgregor Dr RC	916-215-7955	2-6-07
6	T. Juadocki 11060 Autumnwind Ln RC	631-016	2/6/07
7	Katie Robison 95670 10389 whiterock RD Rancho Cor		
8	Robert CLANIN 4358 McRoberts Dr MATHER CA	362-0391	2-6-07
9	James Wolfe Sr. 10515 Mills Park Ave #63 Rancho Cordova. Ca. 95670	459-6026	2-6-07
10	Lisa Gebels 3600 Data Drive Rancho Cordova 95670	635-9873	2-6-07
11	Kathleen Rios Rancho cordova 95670	8610696	2-6-07
12	ERIC WEST R.C 95670	638-8224	2-6-07
13	Chris Fontana Ramona cordova 95670	6356440	2-6-07
14	Michael Wright 3052 Abbotd, R.C, 95670	362 9952	2-6-07

	Name Address	Phone	Date
15	STUART SIPES 4377 MONTEGAN WAY MATHER	3975586	2/6/07
16	Shanna Rockwell 9245 Rossmoor Dr.	470-8788	2/6/07
17	Michael T Smith 9245 Rossmoor Dr.	470-8788	2/6/07
18	10728 Alicante 95670 Duane F Sahlem	638-7750 ~~534-5633~~	2/6/07
19	Randolph Leeklenberger 10728 Alicante 95670	5345633	2/6/7
20	Steven R. Treadway 10621 Alcudia Way 95670	(916)638-4091	2-6-07
21	Brian Harvey 10945 Gadsten Way 95670	(916)858-805	2-6-07
22	Julie de Moor 11241 Point East Dr RC, CA 95742	(916) 534-3478	2-6-07
23	~~Greg Stewart~~ 3500 DATA DR # 290 RC-95670	916 852 6145	2-6-07
24	Robert Eynon 10823 Paisley Way	916) 9498405	2-6-07
25	MARIA PRATT 2208 MORALOS CT #14 R.C. 95670	916 236 8534	2/6/07
26	Eric Bertelsen 10019 Raven Way	(916) 368 -7850	2-6-7
27	Mary Dong 10382 S White Rock Rd #A Rancho Cordova CA 95670	(916) 360 7238	2-6-7
28	Janice Thornton 10685 Coloma Road 95670	916 861 0675	
29	Arnold Zamorano 2051 W. LaLoma #20 95670	916-952-3[illegible]	2/6/7
30	~~BRAD~~ WYATT 3466 ~~DATA~~ PL		2/6/07
31	MICHAEL BRADY 2783 BRADSHAW 95827	916-366-7062	2/6/07

	Name – Address	Phone	Date
32	Kenneth E. Burkett 10635 Sch. Apt. #308 Mather 09. 95655 Sierra Ave.	916 362-5933	02/7/07
33	Isaac COLES 2352 GLENFAIRE DR.	(916)912-8510	02/07/07
34	Peggy Cardwell 2204 El Cejo Cir. Rancho Cordova, CA 95670	(916) 366-6821	2/7/07
35	Robert M. Stone 10200 Los Pelos R.C.	(916)363 1528	2/7/07
36	Douglas a Shields	3668087	2/7/07
37	Manohar	9168515926	2-7-7
38	Ollie Chealtes	916 384 4325	2/7/07
39	Peter Mohl	916-366-8413	2/7/07
40	Cathy Smith	916-470-1799	2-7-07
41	EMILY BOWMAN 2733 TIERRA GRANDE CIR SAC 95827	916-361-8151	2/7/07
42	Ranjit H. Thumar 3556 Granby Dr.	362-0417	2/7/07
43	Betty C. Shields	366-8087	2-7-07
44	Mitchell Anderson 2220 KINGSTREE LN	289-9793	2/7/07
45	Chantal Norman 11032 Gingerwood	852-7681	2.7.07
46	Juan Lopez	614 1915	02/7/07
47	Oscar medina	6/4/1915	02/7/07
48	Julio lopez	6/4/1915	02/7/07

	Name – Address	Phone	Date
49	Sac Ca, 95826 Paul Smith 9315 Folsom Blvd APT #106	361-3107	2-7-07
50	Kathleen Peterson 11150 Trinity River Dr #9	916-432-0758	2-7-07
51	Luis Gomez B		2-07-07
52	Keith McNair	916-996-3678	2-07-07
53	9408 Mira Del R.O. SAC	362-4542	2-7-07
54	MANNY ZURITA	361-3587	2-7-07
55	ISAAC ZURITA	402-1587	2-7-07
56	JIM PEREGO	870 0435	2-7-07
57	Shirley Marienbach	635-8749	2-7-07
58	John Hall	(573) 797-0305	2-7-07
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PETITION for support of Gold Crossings Subdivision

We, the residents of Rancho Cordova, support the Gold Crossings subdivision project and the consequential property improvements that will take place on Coloma Road as a result.

#	Resident Name	Phone #	Date
1	Paul Shaw	916 367-4091	2/06/07
2		(916) 866-1287	2/6/07
3	Wendy Feney	9163636324	2/6/07
4	KOUSHIK DAS	916-608-8920	2/6/07
5	Melissa	916-638-7747	2/6/07
6		916 366 7498	2/6/07
7	Dhaya Nichols	916-635-7085	2/6/07
8	Amanda Rice	916 [illegible] 8877	2/6/07
9	Adrian Zapata	916-638-2862	2/6/07
10	Loretta Cuevas	916 362-5973	2/6/07
11			2/6/07
12	James Craven Sr.	916 997-0011	2-6-07
13			2/6/07
14		916 852-7778	2/6/07

	NAME	PHONE #	DATE
15	Daphne Teyie	916 968 1896	2/6/07
16	ERIC LUND	916 362-0855	2/6/07
17	Kim Oliver	(916) 366-1345	2/6/2007
18	Sheila Stodola	916.635.8196	2/6/7
19	Okeema Polite	410-3465356	2/6/07
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PETITION for support of Gold Crossings Subdivision

We, the residents of Rancho Cordova, support the Gold Crossings subdivision project and the consequential property improvements that will take place on Coloma Road as a result.

#	Resident Name / Address	Phone #	Date
1	Jasmine Monroe	362-1031	2-7-07
2	Nathan Glantzer	370-2089	2-7-07
3	Diane C Rafa 2229 W LaLoma DR RC	369-2896	2-7-07
4	11765 ROSE WIND CT	688-0985	2-7-07
5		369.2136	2.7.07
6		363-9133	"
7	Desiree Dickson 3000 DATA Dr. # 589 Rancho Cordova CA 95670	613-4474	2.7.07
8	DON MUES 2935 ARDMORE DR	859-0681	2-7-07
9	SAKAE NICOLAS 2500 LaLoma DR R.C. CA 95670		2-7-07
10		362-8701	2-7-07
11	Thomas B. Schwarz	852 8213	2.7.07
12		361 8818	2.9.07
13		361-9359	2-7-07
14	3556 Gumboy Ave.	362-0417	2-7-07

	NAME/ADDRESS	PHONE#	DATE
15	V. Agredo	3441 Drake Dr. R.C., CA	2/7/07
16	E. L. Archie	10520 SPAULDING WAY R.C. CAL. 95670	02/07/07
17	Rudy Garcia	369 2270	2-7-07
18	Amber Anerino	361-3107	2/7/07
19	Megan Peterson	718-1143	2/7/07
20	Malcolm J Hutcherson	276-3953	2/7/07
21	DONALD GARCIA	638-8076	2/7/07
22	Sherry Garcia	638-8076	2-7-07
23	David Williams	4596767	2-7-07
24	BOBBY WILLIS	916 364 8720	2-7-07
25	Vernon Fernandez	916 813 9459	2-7-07
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Gold Crossing Apartments
10890 Coloma Road
Rancho Cordova, Ca. 95670
Ph. 916 852-8109
Fax 916 852-7233

04/01/2007

To whom it may concern;

Re: Gold Crossing Project

We are residents of the neighborhood surrounding Gold Crossing Apartments. We wish to show the continuation of our support of the Gold Crossing project. We are in favor of the changes and believe the beautification will help the morale of the Coloma Rd area.

Name Stacey Rosas Address 2351 Sabine Way, R.C. CA 95670

Thelma Fleisch
11070 Hirschfeld Way
Apt 43
Rancho Cordova, Ca 95670

Hazel Doucet
2519 Don Juan Dr.
Rancho Cordova CA
95670

Amanda Knight
10141 coloma Rd
Rancho Cordova ca.
95670

JENNIFER BOHNSACK
1704 KLAMATH RIVER DR.
RANCHO CORDOVA, CA
95670

CHAD BROWN
10213 AGNES CIR.
RANCHO CORDOVA, CA 95670

Rev. Steve D. Krogh
2201 Benita DR.
Rancho Cordova, CA.
95670

Carole J. Koehler (works on Coloma Rd)
93 Temple
Sacramento, CA 95827

Anthony GARCIA
2229 CERVANTES Dr

Renee Shaw
10926 ANZA Way

KATRINA PETERS
2209 CERVANTES DRIVE

Christina Mitchell
2256 Benita Dr.

RESIDENTS BEHIND GOLD CROSSING

Dear Rancho Cordova Planning Commission,

As you know, we were informed about the subdivision plans of Gold Crossing Apartments and did not appear at the December meeting to oppose this project.

We were surprised to learn that it has not yet been approved. We want to take this opportunity to express our support of this project for a number of reasons:

1.) The proposed landscape screening from the apartments and our property is desired.
2.) The newly proposed landscape and improvements to the front of the property will have positive results on the neighborhood in terms of the attractiveness of Coloma Road. We drive by the front of this property daily and these improvements will add value to them and to us.
3.) It is our belief that this will also attract better neighbors that we live next to as a result of these improvements.

We ask that you approve Gold Crossings subdivision and the subsequent improvements that are proposed.

Thank you, Dear Williams 10922 Anza Wy R.C. Ca, 95670
GREG BARKER 10930 ANZA WY RC. 95670
Renee Shaw, 10926 Anza Wy R.C Ca 95670
Del'Esa Lee 10917 Anza Way R.C. CA 95670
Delores C. Lee 10917 Anza Way, R.C. 95670
Robert & Diane Corrado 10913 Anza Way, Rancho Cordova 95670
Debra Everett, 2273 Cervantes DR. Rancho Cordova, 95670
Celeste White 2266 Cervantes Dr. R.C. CA 95670
Kerry & Palmer Lamb 10934 Cristobal Way Rancho Cordova Ca 95670
Dennis Bolding 10931 Cristobal Way R.C. 95670
Jere Peterson 10921 Cristobal Way R.C. 95670
Darius Tubistrop 2243 Nora Ct. RC 95670

Residents behind Gold Crossing continued

Sergio Tapia 2237 Cervantes drive Rancho CV

KATRINA PETERS 2229 CERVANTES DR. RANCHO CORDOVA, CA

RESOLUTION NO. 35-2007
EXHIBIT A

CITY OF RANCHO CORDOVA
Sunridge Park Area Community Facilities District No. 2004-1

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date, in the territory affected by increased special taxes arising out of the proposed amendment of the list of authorized facilities and of the special tax formula of Sunridge Park Area Community Facilities District No. 2004-1 of the City of Rancho Cordova which election is designated as the CFD Amendment Election, and the total number of ballots cast in the territory affected by increased special taxes arising out of the proposed amendment of the special tax formula of the CFD and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rancho Cordova Sunridge Park Area CFD No. 2004-1 2007 Amendment of Special Tax CFD Amendment Election, April 2, 2007.	10	10	10	0

BALLOT MEASURE: Shall the City of Rancho Cordova, by and for its Sunridge Park Area Community Facilities District No. (the "CFD"), be authorized to amend the list of facilities and the tax formula for determining the levy of special taxes within certain territory in the CFD described in the Resolution of the City of Rancho Cordova calling this election, adopted by its Council on April 2, 2007, and shall the authorized amount of bonds for the CFD be reduced to $34.2 million?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 4th day of April, 2007.

CITY OF RANCHO CORDOVA INCORPORATED JULY 1, 2003 STATE OF CALIFORNIA

CITY OF RANCHO CORDOVA

By: Anna Olea-Moger
Anna Olea-Moger, CMC, City Clerk