CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

CITY COUNCIL AGENDA
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

Monday, October 18, 2004

5:30 P.M. - Regular City Council Meeting

Regular Meeting

Call to Order

Roll Call: **Councilmembers: Cooley, McGarvey, Sander, Skoglund & Mayor Budge**

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

1. Pastor Ron Johnson, Cordova Baptist Church

Presentation:

2. Eagle Scout Recognition for Ryan Madsen

Consent Calendar

3. **Subject:** Minutes of City Council Meetings
   a. Regular Meeting of December 1, 2003
   b. Special Meeting of May 11, 2004
   c. Special Meeting of June 15, 2004
   d. Special Meeting of June 21, 2004

   Recommendation: Adopt Minutes.

4. **Subject:** Approval of Subdivision Map Subdivision No. 02-0263.8. of Villages of Zinfandel Unit No. 4C (109 Lots)
   Recommendation: Recommend the City Council of the City of Rancho Cordova adopt Resolution No. 156-2004 approving the subdivision map and execution of the Subdivision Improvement Agreement.

5. **Subject:** Approval of Subdivision Map Subdivision No. 02-0263.6. of Villages of Zinfandel Unit No. 6C (45 Lots)
Recommendation: Recommend the City Council of the City of Rancho Cordova adopt Resolution No. 157-2004 approving the subdivision map and execution of the Subdivision Improvement Agreement.

6. **Subject:** Second Reading of Ordinance No. 52-2004 Establishing a Special Tax for Police Protection Services for the Luyung Phase 4 Project; RC 04-078
Recommendation: Waive the second reading and adopt Ordinance No. 52-2004 **(Roll Call Vote).**

Consent Public Hearings

It is recommended that Public Hearing Item 7 be approved following public comment without additional discussion.

7. **Subject:** Anatolia I, Village 4 – RC-04-080 – Design Review for Model Homes in Anatolia I, Village 4. Location: East of Sunrise Boulevard, north of Chrysanthy Boulevard, west of Jaeger Road in Anatolia I Subdivision, within the Sunridge Specific Plan. APN: 067-0030-009
Recommendation: Adopt Resolution No. 161-2004 City Council find that the Mitigation Negative Declaration prepared for the Anatolia Subdivisions is adequate and addressed the environmental impacts of the project according to CEQA and approve the Design Review for Project No. RC-04-080, subject to the findings in the staff report and the Design Package and Conditions of Approval.

Oral Communications

8. **Public Comment**

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

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

Public Hearings

9. **Subject:** Sunridge Park Villages 1 and 11 RC-04-118 – Design Review and Special Development Permit for Model Homes in Sunridge Park in the RD-7 Zone.
Recommendation: Adopt Resolution No. 149-2004 approving the Design Review Approval for Sunridge Park RC-04-118, Villages 1 and 11, subject to the findings and evidence included in the staff report and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, and the phasing plan and Conditions of Approval **(continued from October 4, 2004)**.

10. **Subject:** Sunridge Park Villages 7 and 8 RC-04-119 – Design Review for Model Homes in Sunridge Park in the RD-5 Zone.
Recommendation: Adopt Resolution No. 150-2004 approving the Design Review Approval for Sunridge Park RC-04-119, Villages 7 and 8, subject to the findings and evidence included in the staff report and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, and the phasing plan and Conditions of Approval **(continued from October , 2004)**.

11. **Subject:** Sunridge Park Village 6 RC-04-120 – Design Review for Model Homes in Sunridge Park in the RD-5 Zone.
Recommendation: Adopt Resolution No. 151-2004 approving the Design Review Approval for Sunridge Park RC-04-120, Village 6, subject to the findings and evidence included in the staff report and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, and the phasing plan and Conditions of Approval **(continued from October 4, 2004)**.

12. **Subject:** Sunridge Park Village 4 RC-04-121 – Design Review for Model Homes in Sunridge Park in the RD-4 Zone.
Recommendation: Adopt Resolution No. 152-2004 approving the Design Review Approval for Sunridge Park RC-04-121, Village 4, subject to the findings and evidence included in the staff report and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, and the phasing plan and Conditions of Approval **(continued from October 4, 2004)**.

13. **Subject:** Full Stop & Save Service Station RC-04-072 Conditional Use Permit and Design Review. Applicant requests a Conditional Use Permit and Design Review to allow the installation of one 20,000 underground storage tank (UST) and one 15,000-gallon UST, a canopy and three multiple type gasoline dispensers at an existing mini-mart. Location: 10785 Coloma Road. APN: 056-0260-011.
Recommendation: Determine the project is Categorically Exempt from California Environment Quality Act (CEQA) review under Section 15302(b) of the CEQA Guidelines (Reconstruction or Replacement) and adopt Resolution No. 139-2004 approving the Conditional Use Permit and Design Review for one 20,000 underground storage tank (UST) and one 15,000-gallon UST, a canopy and three multiple type gasoline dispensers subject to the Findings and Conditions of Approval **(continued from September 7, 2004, September 20, 2004 & October 4, 2004).(continued to November 1, 2004).**

14. **Subject:** North Douglas Development RC-03-002 Development Agreement. An Ordinance to approve a Development Agreement (DA) in order to comply with certain conditions of approval for the North Douglas project. The DA formalizes the requirements to pay certain fees associated with on-going police protection, future park development and the restoration of existing parks in the community.
Recommendation: Waive first reading and introduce Ordinance No. 54-2004 approve the Development Agreement for the North Douglas project, subject to the findings listed within the staff report.
(Roll Call Vote)

15. **Subject:** Cordova City Center – RC-04-102 – Design Review This project had been previously approved by the County of Sacramento, prior to City incorporation. This project is located within the Folsom Boulevard special Planning Area. Location: Northeast corner of La Loma Drive and Folsom Boulevard. APN: 076-0020-005, 006, 011 and 078-0213-009
Recommendation: Determine the Mitigated Negative Declaration, previously prepared for the project by the County is adequate and prepared consistent wit the California Environmental Quality Act Guidelines (CEQA) and adopt Resolution No. 158-2004 approving the Design Review for the Cordova City Center project, subject to the design package and Conditions of Approval **(continued to November 1, 2004).**

16. **Subject:** An Ordinance of the City of Rancho Cordova Amending Sections 22.40.035, 22.40.040 and 22.40.045 of Title 22 of the Rancho Cordova Municipal Code relating to the calculation of dedication requirements and in lieu fees
Recommendation: Introduce Ordinance No. 53-2004, hold a public hearing, waive the first reading and continue the ordinance to the November 1, 2004, City Council meeting. **(Roll Call Vote)**

Regular Calendar Items

17. **Subject:** Review of Department of Alcohol and Beverage Control (ABC) Liquor License for 99 Cents Only Store located at 2868 Zinfandel Drive
Recommendation: Review the ABC Application process and provide direction to staff on the appeal of the issued liquor license.

18. **Subject:** Resolution Endorsing the Elk Grove – Rancho Cordova – El Dorado Connector and Identifying Alternative Two (II) as the City of Rancho Cordova's Preferred Alternative
Recommendation: Adopt Resolution No. 159-2004 endorsing the Elk Grove – Rancho Cordova – El Dorado Connector and identifying Alternative Two (II) as the City of Rancho Cordova's preferred alternative.

19. **Subject:** Resolution Transferring Approval Authority of Model Homes to the Planning Commission
Recommendation: Adopt Resolution No. 160-2004 transferring approval authority for model homes within new subdivisions to the Planning Commission

Correspondence

Council Reports

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

Monday, November 1, 2004 – Regular Meeting
Monday, November 15, 2004 – Regular Meeting
Monday, December 6, 2004 – Regular Meeting

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

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

City Clerk's Certificate of Posting of Agenda

I, Carolyn Butler, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the October 18, 2004 Regular Meeting of the Rancho Cordova City Council was posted on October 14, 2004 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 14th day of October 2004 at Rancho Cordova, California.

Carolyn Butler

Carolyn Butler, Deputy City Clerk

CITY OF RANCHO CORDOVA

Minutes of Meeting of The City Council
December 1, 2003

The Regular Meeting of the City Council of the City of Rancho Cordova was held on Monday, December 1, 2003 at the City Council Chambers. Mayor Dave Roberts called the meeting to order at 6:45 p.m. in memory of Clark Massey's recent passing.

ROLL CALL:	Council Members Present:	Sander, Cooley, McGarvey, Budge, Roberts
	Council Members Absent:	None
	Staff Present:	City Manager Ted Gaebler
		City Attorney Steve Meyers
		Assistant to City Manager Curt Haven
		City Clerk Lillian Hare

PLEDGE OF ALLEGIANCE

The pledge of allegiance was conducted.

The invocation was presented by Reverend Chad McKeown, New Hope Church of Christ.

SWEAR-IN CITY CLERK

Mayor Roberts introduced and welcomed Lillian Hare, the new city clerk, who was sworn in. The Council thanked Diana Biddle, the interim city clerk, for her invaluable assistance during her tenure. She was presented with a plaque.

CONSENT CALENDAR

5a Waive reading and adopt four ordinances to continue the City's Roadway and Transit Development Fees, Park and Recreation Fees, Housing Trust Fee, and Mather Field Public Facilities financing Plan Development Fee.

1. Waive reading and adopt Ordinance No. 23-2003, An Ordinance of the City of Rancho Cordova Continuing the Roadway and Transit Development Impact Fees in Effect.

2. Waive reading and adopt Ordinance No. 25-2003, An Ordinance of the City of Rancho Cordova Continuing the Park and Recreation Development Impact Fee in Effect.

3. Waive reading and adopt Ordinance No. 26-2003, An Ordinance of the City of Rancho Cordova Continuing the Housing Trust Development Impact Fee in Effect.

AGENDA ITEM # 3a

4. Waive reading and adopt Ordinance No. 23-2003, An Ordinance of the City of Rancho Cordova Continuing the Mather Field Public Facilities Financing Plan Development Impact Fee in Effect.

5b. Treasurer' Report for Month Ending October 31, 2003.

5c. October 6, 2003 Regular Meeting Minutes

Upon a motion by Council Member Budge, seconded by Council Member Cooley, it was voted 5-0 to approve the consent calendar. Motion carried.

AYES: Council Members: Budge, Cooley, McGarvey, Roberts, Sander
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

ORAL COMMUNICATIONS – PUBLIC COMMENT

- Tim Foley of Rancho Cordova noted how Coach Massey had been an important part of his and others.

PRESENTATIONS

7a. Presentation of an overview of available revenue sources for funding the delivery of municipal services: Gene Albaugh, Director of Finance, and his staff gave a very thorough and informative PowerPoint presentation to the Council regarding revenues, government accounting and funds and recommendations for increasing revenue. Felix Pon, of the City's independent audit firm, reviewed the audit process and noted it will point out findings of weaknesses, key issues of financial control and recommendation. The General Fund revenue is the day-to-day activity and includes taxes, licenses fees and permits, fines and forfeitures, intergovernmental revenue, and miscellaneous revenues. The projected General Fund revenue is $26,439,366. The other revenues include Special Revenue (restricted expenditures for specific purposes including road fund, solid waste fund and CFD admin. Fund) and Internal Service Fund (agency to agency, cost reimbursement). The ten-year financial model will include the primary budget and financial guidance tool. It will be presented in the Spring by staff. Mayor Roberts requested staff to research what CRPD receives from property taxes. Council Member Sander requested to see items on the financial statements that affect the bottom line, i.e., revenue neutrality, ERAF, funds the county keeps for management.

7b. Sunrise Boulevard and Douglas Road Improvements Project Information:

Cyrus Abhar, City Engineer, presented an update on the Sunrise Boulevard and Douglas Road improvements project. Issues in Phase 2 include 1) A 35 ft easement for Regional Sanitation District for future interceptor project. Developers want landscaping; It was the consensus of the Council that landscaping needs to be done as the Reg San project may not come for 15 to 20 years. Council Member Budge suggested granting five more feet for a public utilities easement. Staff will explore. 2) Frontage at Sunrise and Folsom South Canal. It was agreed this was not an urgent issue at this time. 3)

Signal at Sunrise and Folsom Blvd. Bureau of Reclamation would like undercrossing instead. All agreed an undercrossing would be safer, but major modifications would be needed. It was the consensus of the Council to waive the signal requirement from the conditions for now until more is known. Staff was directed to continue working with the project proponents to finalize the design drawings and prepare the construction documents for the project.

7c. Sacramento Regional County Sanitation District (SRCSD) discussing regarding a change in the composition of the Board of Directors of the Sacramento Regional County Sanitation District:

Bob Shanks of SRCSD presented the proposed governance structure change in the board of directors of Regional San. The number of board members would be dependent upon a city's population, as reflected in option #7. All agreed it was a good option for cities with a good balance of representation without weighting. Comments and support of the resolution are currently being solicited and will be brought to the Sanitation Board on January 10th.

Upon a motion by Council Member Cooley, seconded by Council Member Budge, it was voted 5-0 to adopt Resolution No. 78-2003, A Resolution Supporting a Change in the Composition of the Board of Directors of the Sacramento Regional County Sanitation District; alternative #7. Motion carried.

AYES: Council Members: Budge, Cooley, McGarvey, Roberts, Sander
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

Mayor Roberts called a recess from 8:42 to 8:55 p.m.

PUBLIC HEARINGS

8a. Kaiser Development Plan Review – Project No. RC-03-036. Development Plan Review to construct a new Radiation Oncology Building on the existing medical office/campus. The building is approximately 10,800 sf and will contain two radiation vaults as well as clinical and administration area.

William Campbell, City Planner, presented the overview of the proposed Kaiser Permanente Oncology Building project. The Cancer Center will augment the patient care offices that are currently provided at the Rancho Cordova facility. It will service the Highway 50 corridor. The plan was approved by CorPAC on November 9, 2003. The applicant was available for questions and concerns.

Mayor Roberts opened the public hearing.

Public Comment: Larry Ladd of Rancho Cordova expressed his concern over the effects of the radiation stored at the site; there will be no radioactive materials stored onsite. He also expressed concerns over the nearby airport and potential plane crashes; the center is not in the flight pattern.

Mayor Roberts closed the public hearing.

Council Member Budge requested a condition requiring provision of extra parking replacement be included. It is in the plan but needs to be included in the conditions.

Upon a motion by Council Member Budge, seconded by Council Member Cooley, it was voted 5-0 to find that the project is categorically exempt under § 15332, In-fill Development of the California Environmental Quality Act (CEQA); and adopt Resolution No. 76-2003 of the City of Rancho Cordova approving the design of the Kaiser Oncology Building, Project No. RC-03-036, subject to the findings and attached Conditions of Approval as modified. Motion carried.

AYES: Council Members: Budge, Cooley, McGarvey, Roberts, Sander
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

8b. Luyung TPM – Project No. RC-03-039 – Tentative {Parcel Map to divide one parcel of approximately 1.1 acres into two (2) parcels. The newly created parcels will be approximately 16,600 sf and 32,200 sf in size.

Kathleen Franklin, Assistant Planner, presented an overview of the Luyung Tentative Parcel Map project. The project was approved by CorPAC on November 11, 2003.

Mayor Roberts opened the public hearing. There were no questions or discussion. Mayor Roberts closed the public hearing.

Council Member Budge asked about the oak trees noted on the map. Ms. Franklin noted the trees are not onsite and be explored at building permit. Council Member Budge requested to add "access to hydrants prior to combustible construction" to conditions.

Upon a motion by Council Member Sander, seconded by Council Member Roberts, it was voted 5-0 to find that the project is categorically exempt under § 15315, Minor Land Divisions of the California Environmental Quality Act (CEQA); and adopt Resolution No. 75-2003 of the City of Rancho Cordova approving the Luyung Tentative Parcel Map, Project No. RC-03-39, subject to the findings and attached Conditions of Approval as modified. Motion carried.

AYES: Council Members: Budge, Cooley, McGarvey, Roberts, Sander
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

8c. Estancia (DR Horton) at Anatolia Village 16 – Project No. RC-03-043 – Development Plan Review for the model homes for Village 16 of Anatolia II subdivision consisting of 122 Lots. The package includes 4 separate floor plans with three different architectural design schemes.

William Campbell, City Planner, presented the overview of the project. The plan consists of starter houses to move-up housing, 1,500 to 2,600 sq.ft. CorPAC approved the project on November 19, 2003. Site selection and design criteria has been structured to ensure variation. Items agreed to by the City and developer include: sales and marketing staff of DR Horton to determine plan selection, architecture and color scheme; and all homes shall be internally plotted by developer in Phase B. Issues where the City and developer disagreed, and staff would like direction from the Council, include: Not to exceed three two-stories in a row (staff - not more than 2); and three of same elevation or color scheme not allowed in a row (staff – not more than 2). Karen West, representing the applicant, clarified the issues. She noted DR Horton is offering a wide range of styles and color and elevation are not repetitious. Council Member Budge noted more details are needed regarding the specific street tree planting. It is to be developed with staff and the developer and brought back as an information item. The Council commended the developer on good roof variety, colors and architecture style.

Mayor Roberts opened the public hearing.

Public Comment: Larry Ladd of Rancho Cordova noted the Craftsman should be renamed Mediterranean Craftsman to keep with the theme; Tim Foley asked if there will be an HOA; yes there will be.

Mayor Roberts closed the public hearing.

Upon a motion by Council Member Budge, seconded by Council Member McGarvey, it was voted 4-1 (Sander) to find that the project is consistent with a previous Mitigated Negative Declaration for the Anatolia Subdivisions; and Adopt Resolution No. 77-2003, of the City Council of the City of Rancho Cordova approving the housing designs for DR Horton, Project No. RC-03-043, subject to the findings and attached Conditions of Approval as modified, to allow home developer to exercise the different options at their discretion.

AYES: Council Members: Budge, Cooley, McGarvey, Roberts
NOES: Council Members: Sander
ABSENT: Council Members: None
ABSTAIN: Council Members: None

Council Member Sander was uncomfortable with leaving the decisions to the developer's discretion and that there was not enough clarification; therefore, upon a motion by Council Member Cooley, seconded by Council Member Budge, it was voted 5-0 to reopen the discussion.

After more discussion, it was agreed the plan would not exceed three two-stories in a row and no more than two houses of the same elevation or color scheme be allowed in a row. Upon a motion by Council Member Sander, seconded by Council Member Budge, it was voted 5-0 to find that the project is consistent with a previous Mitigated Negative Declaration for the Anatolia Subdivisions; and Adopt Resolution No. 77-2003, of the City Council of the City of Rancho

Cordova approving the housing designs for DR Horton, Project No. RC-03-043, subject to the findings and attached Conditions of Approval as modified above. Motion carried.

AYES: Council Members: Budge, Cooley, McGarvey, Roberts, Sander
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

8d. Villages of Zinfandel Public Facilities Financing Plan (PFFP) Development Fee Program.

Prior to the discussion, Council Member Budge excused herself for possible conflict of interest.

Cyrus Abhar, City Engineer, presented the background of the PFFP Development Fee Program. Mayor Roberts voiced his concern over the library fee, and why other people are deciding where the library should be. Staff will explore this issue further. The proposed ordinance includes the money collected is to be put in a fund to be administered by the City. Council Member Cooley questioned if the $1 in roadway funds is not committed, can it be used elsewhere, possibly the Rancho Cordova Parkway. Staff will research to see if there is any flexibility. Council Member Cooley asked the report be modified to allow for flexibility in roadway construction financing.

Mayor Roberts opened the public hearing.

Public Comment: Erin Bran of Rancho Cordova asked if the City can help the current library now until a new one is established. The Council was unsure as the library is not in the city limits.

Mayor Roberts closed the public hearing.

Upon a motion by Council Member Sander, seconded by Council Member McGarvey, it was voted 4-0-1 to introduce Ordinance No. 28-2003, an Ordinance of the City of Rancho Cordova to Establish Development Fee and Offsite Roadway Mitigation and Library Facilities Required by the Villages of Zinfandel Public Facilities Financing Plan (PFFP); and consider and continue adoption of Resolution No. 80-2003, a Resolution approving the Villages of Zinfandel Public Financing Plan Development Fee Project. Motion carried.

AYES: Council Members: Cooley, McGarvey, Roberts, Sander
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: Budge

ACTION ITEMS

9a. Adopt a resolution that will revise the Parking Violation Fine Schedule for the City of Rancho Cordova.

State law requires that issuing agencies within the same county standardize parking

penalties. The Sacramento County Board of supervisors adopted a new fee schedule in March of 2003, which was adopted by the City in July of 2003. After further review, it was found there were a number of mistakes in the County schedule and corrections now need to be made.

Upon a motion by Council Member Budge, seconded by Council Member Cooley, it was approved by a 5-0 vote to adopt Resolution No. 79-2003., a Resolution of the City Council of Rancho Cordova adopting a revised parking Violation Fine Schedule for the City of Rancho Cordova. Motion carried.

AYES: Council Members: Budge, Cooley, McGarvey, Roberts, Sander
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

COUNCIL REPORTS

- Council Member Sander reported on the Community Council lunch (solid waste presentation); school board (study re: Sunrise-Douglas and Elk Grove); CRPD master plan meeting; Chamber economic outlook meeting.
- Mayor Roberts encouraged everyone to attend the upcoming CHS football game at Hughes Stadium. He noted the Christmas tree lighting ceremony was impressive.
- Council Member Budge noted two upcoming SACOG meetings; Regional Transit meeting (airport route); illegible postcard received re: Sunrise cleanup.
- Council Member McGarvey noted the Sheriffs toy project (12/4); Nimbus Fish Hatchery replacement project meeting (12/3).
- Council Member Cooley noted the need to continue to attend school events; Metro Chamber annual conference; CHS business academy barbecue (12/11).
- Mayor Roberts noted Elk Grove does not want the annexation of Sunrise-Douglas and the City needs to get organized and have a "movement."
- A discussion about CorPAC ensued followed Council Member McGarvey's concern over outside reports that the City will ultimately not use CorPAC. It was noted no formal action has been taken on that issue and a response from the county is being awaited. Mr. Gaebler noted he understood CorPAC will not be used after January 5th or soon after when the Cordova Planning Commission gets up and running. Paul Junker noted it is hard to get on the CorPAC agenda and staff would like to keep projects moving along. It was agreed to follow-up with the county on this item and put it on a future agenda.

WRITTEN CORRESPONDENCE

11a. Letter to Government Employees describing AB846, a new law regarding smoking in public buildings that will go into effect January 1, 2004. (Receive and File)

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Library Authority; Rob Leonard, County Airports, briefing on Mather Master Plan; business licenses; RT and signal boxes; CorPAC if response from County; resolutions for contributors to Weed and Seed funding.

CITY MANAGER'S/CITY ATTORNEY'S REPORT

No report at this time.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:21 p.m. in memory of Bill Hughes. The next regular meeting is scheduled for December 15, 2003 at 6:30 p.m. at 3121 Gold Canal.

Respectfully submitted,

_____

Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

Special Study Session of the City Council
Tuesday, May 11, 2004

MINUTES

SPECIAL MEETING CALLED TO ORDER

The meeting was called to order at 6:45 p.m. by Mayor Budge.

ROLL CALL

Present: Council Members Skoglund, Sander, Cooley and Mayor Budge
Absent: Council Member McGarvey
Others Present: City Manager Ted Gaebler, Public Works Director Cyrus Abhar, City Attorney Steve Meyers, Director of Economic Development Curt Haven, Deputy City Clerk Anna Olea-Moger, Planning Commissioner Ernest Vance, Sacramento Municipal Utility District (SMUD) Representatives: Susan Patterson, Board of Directors, Phil West, Distribution Services Director, Maria Veloso-Koenig, Planning & Operations Distribution Services Manager, and Lois Wright, Government Affairs Representative

ORAL COMMUNICATIONS

1. **Public Comment**

   None

DISCUSSION ITEM

2. **Subject:** Discuss policies and guidelines with Sacramento Municipal Utility District (SMUD) representatives related to the relocation of undergrounding existing utility lines and poles in the public right of way and construction and placement of SMUD facilities as part of new developments in the city
   Recommendation: Conduct study session and identify next steps.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 9:00 p.m.

Respectfully submitted,

_____
Anna Olea-Moger, Deputy City Clerk

AGENDA ITEM # 3b

CITY OF RANCHO CORDOVA
Special Study Session of the City Council

Tuesday, June 15, 2004

MINUTES

CALL TO ORDER

ROLL CALL

Present: Councilmembers: Cooley, McGarvey, Sander, Skoglund, and Mayor Budge

ORAL COMMUNICATIONS

1. Public Comment

   At a Special Meeting, citizens may address the Council on any matter listed on the agenda. **Please keep your comments to three minutes or less**. Please state your name and community of residence. Under the provisions of the California Government Code, the City Council is prohibited by law from discussing or taking action on any unagendized item unless it can be demonstrated to be of an emergency nature and the need to take action arose after the posting of the agenda.

STUDY SESSION DISCUSSION ITEMS

2. **Subject**: Municipal Services Planning Workshop
   Recommendation: Conduct study session and identify next steps.

ADJOURNMENT

The meeting adjourned at 10:00 p.m.

Respectfully submitted,

_____
Anna Olea-Moger, Deputy City Clerk

AGENDA ITEM # 3C

CITY OF RANCHO CORDOVA

Special Meeting of the City Council
June 21, 2004
4:00 P.M. – Closed Session
5:00 – 6:30 P.M. – Open Study Session

MINUTES

CALL TO ORDER

The meeting was called to order at 4:10 p.m.

ROLL CALL

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

ORAL COMMUNICATIONS

1. Public Comment

   None

ADJOURNMENT TO CLOSED SESSION

2. Conference with Legal Counsel – Anticipated Litigation

   Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9
   (One case)

OPEN STUDY SESSION

The Council reconvened in open session at 5:15 p.m.

3. **Subject:** Sunridge Village Study Session
   Recommendation: Conduct study session and direct staff as deemed appropriate.

ADJOURNMENT

The meeting adjourned at 7:20 p.m.

Respectfully submitted,

_____
Anna Olea-Moger, Deputy City Clerk

AGENDA ITEM # 3d

Memorandum

Agenda date: October 18, 2004
Consent item

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director CA

SUBJECT: **APPROVAL OF SUBDIVISION MAP "SUBDIVISION NO. 02-0263.8 OF VILLAGES OF ZINFANDEL UNIT NO. 4C (109 LOTS)**

BACKGROUND:

Submitted herewith for approval is the subdivision map of Villages of Zinfandel Unit No. 4C subdivision, located on the easterly extension of Baroque Drive approximately 400 feet south of Corvina Drive.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on March 24, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 929327183 with The Continental Insurance Company in the amount of $1,958,700.00. Bond No. 929327183 with The Continental Insurance Company in the amount of $979,350.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. A cash deposit in the amount of $16,991.00 has satisfactorily provided for the 2004 - 2005 tax estimate.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District.

AGENDA ITEM # 4

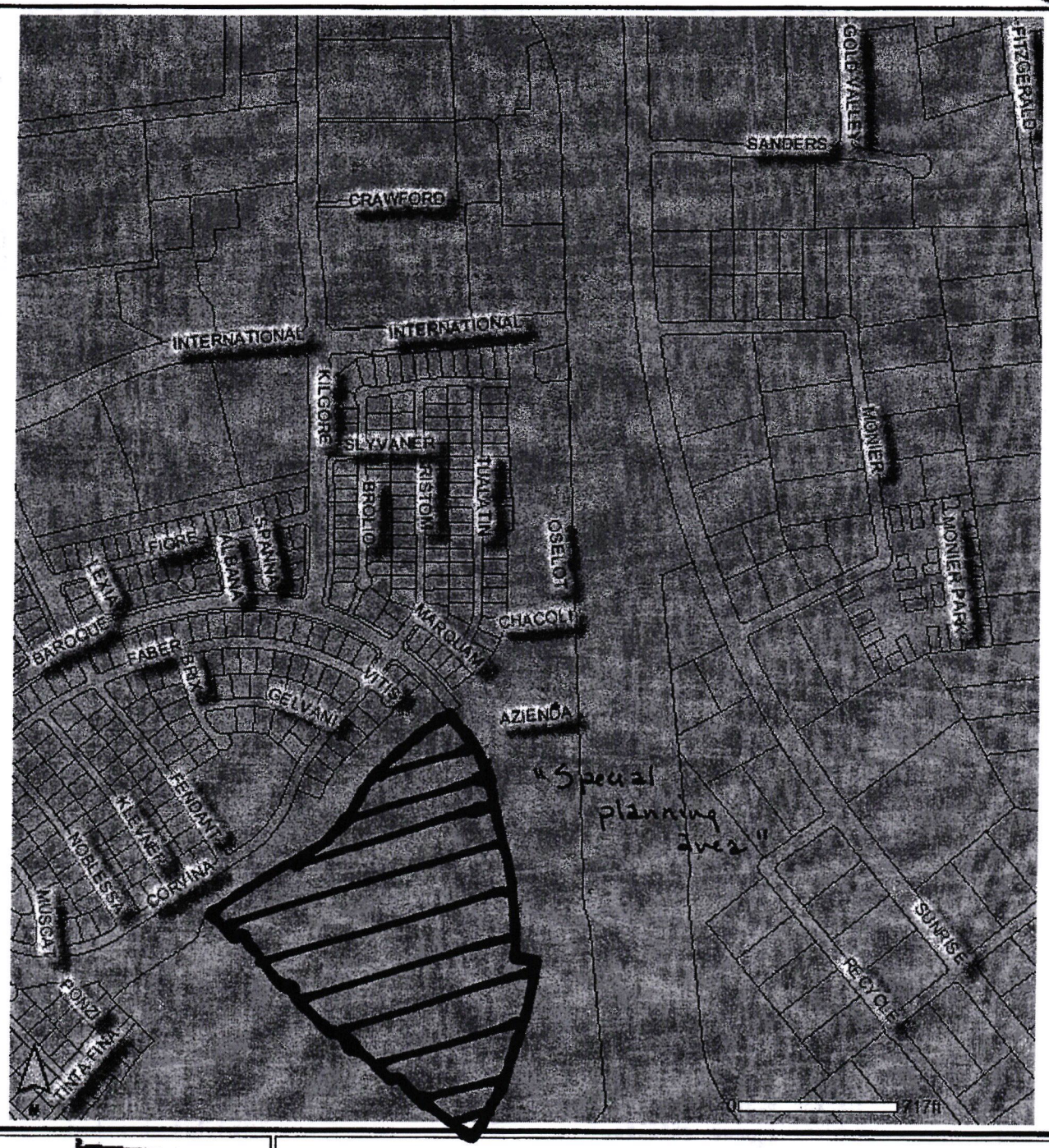
Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on May 6, 2004 and found to be in place.

RECOMMENDATION:

The Public Works Department recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Attachments:
Zoning Map
8 ½ x 11 copy of final map
Resolution
Subdivision Improvement Agreement
Tax Paid Certificate
Tax Estimate Letter
Tax Estimate Security (copy)
Performance Bond
Labor and Material Bond
Fire Will Serve Letter
Water Will Serve Letter
Monumentation Bond Waiver

County of Sacramento



Rivers
Parcels
Street Centerlines
Streets

VILLAGES OF ZINFANDEL UNIT NO. 4C

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 4C AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO ANY PUBLIC USES, THE WAYS, COURTS AND DRIVES SHOWN HEREON AND ALSO OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS, COURTS AND DRIVES SHOWN HEREON, AND ALL OF LOTS A, B, C AND D SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

ELLIOTT HOMES, INC.
AN ARIZONA CORPORATION

Harry C Elliott III

6-30-04
DATE

Harry C Elliott III Pres
PRINT NAME & TITLE

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF Sacramento

ON THE 30th DAY OF June, 2004, BEFORE ME, Sheri Hassell, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Harry C Elliott III

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

WITNESS MY HAND: [signature]

PRINTED NAME: Sheri Hassell

COUNTY OF: Sacramento

MY COMMISSION EXPIRES: Sept. 24, 2007

Commission # 1436607

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ELLIOTT HOMES, INC. ON JULY 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY JULY 2006, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
EXP. 09-30-04
No. 6815
STATE OF CALIFORNIA

MICHAEL E. LONG
P.L.S. 6815 EXP. 09-30-04
WOOD RODGERS, INC.

6/28/04
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 4C AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE COUNTY OF SACRAMENTO, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2005

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP ENTITLED VILLAGES OF ZINFANDEL UNIT NO. 4C AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVES, COURTS AND WAYS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20___, AT ____M IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ELLIOTT HOMES, INC. TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

SIGNED: _____ BY: _____
COUNTY RECORDER DEPUTY

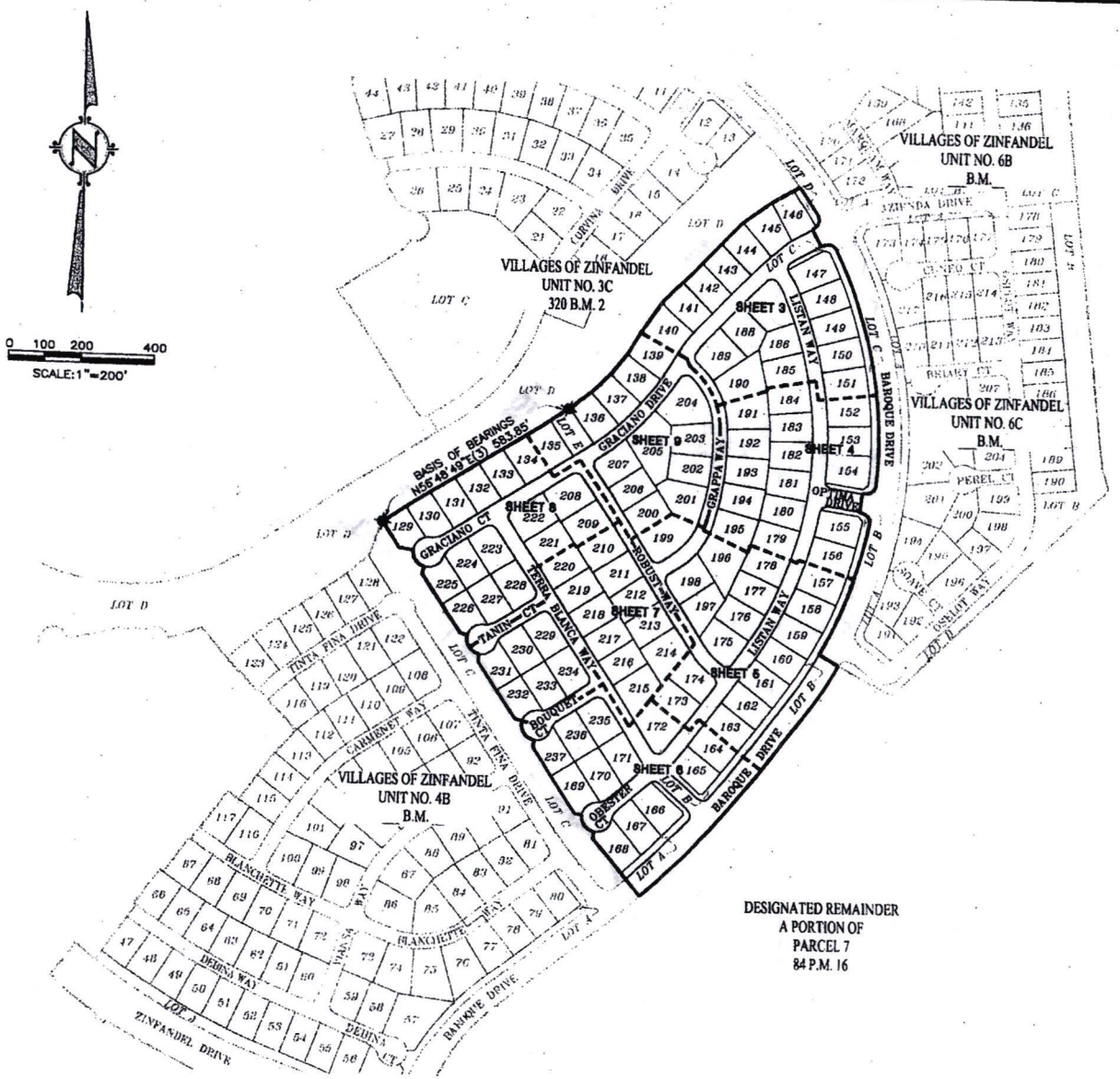
SUBDIVISION MAP NO. 02-0263.8 OF

VILLAGES OF ZINFANDEL
UNIT NO. 4C

BEING A PORTION OF PARCEL 7 OF THE
"COOK CAPITOL CENTER" PARCEL MAP
FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS
AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M.
CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

SEPTEMBER 2004

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



DESIGNATED REMAINDER
A PORTION OF
PARCEL 7
84 P.M. 16

NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.

2. TOTAL AREA FOR THIS SUBDIVISION IS 31.33± ACRES GROSS, CONSISTING OF 109 RESIDENTIAL BUILDING LOTS AND 5 MISCELLANEOUS LOTS.

3. LOTS A, B, C AND D ARE DESIGNATED FOR LANDSCAPING AND PUBLIC UTILITY EASEMENT PURPOSES.

4. LOT E IS DESIGNATED FOR OPEN SPACE AND GREENBELT PURPOSES.

5. LOTS A, B, C, D AND E SHALL BE OWNED AND MAINTAINED BY CORDOVA RECREATION AND PARK DISTRICT.

6. PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE, KUHL, AND ASSOCIATES DATED FEBRUARY 3, 2003. A COPY OF THE REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

7. THERE IS A FIVE (5) FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHT OF WAYS SHOWN HEREON.

LEGEND

o	DIMENSION POINT
⊥	SET 5/8" REBAR CAPPED L.S. 6815 AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS OR 1" BRASS DISK STAMPED L.S. 6815 AT 1.00' PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS.
⊙	SET 3/4" IRON PIPE WITH PLUG – L.S. 6815
⊡	SET 1-1/4" IRON PIPE WITH PLUG – L.S. 6815
⊘	SET 5/8" REBAR WITH CAP – L.S. 6815 – WITNESS CORNER
●	FOUND 3/4" IRON PIPE WITH PLUG – L.S. 6815
■	FOUND 1-1/4" IRON PIPE WITH PLUG – L.S. 6815
(R)	RADIAL LINE
OA	OVERALL
P.U.E.	PUBLIC UTILITY EASEMENT
DELTA	XX° XX' XX"

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN ON THE FINAL MAP ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 3C" AND RECORDED IN BOOK 320 OF FINAL MAPS, AT PAGE 2, IN SAID COUNTY, SAID LINE IS TAKEN TO BEAR NORTH 56°48'49" EAST.

REFERENCES

(1) 320 B.M. 2, VILLAGES OF ZINFANDEL UNIT NO. 3C
(2) ___ B.M. ___, VILLAGES OF ZINFANDEL UNIT NO. 6B
(3) ___ B.M. ___, VILLAGES OF ZINFANDEL UNIT NO. 6C
(4) ___ B.M. ___, VILLAGES OF ZINFANDEL UNIT NO. 4B

SUBDIVISION MAP NO. 02-0263.8 OF

VILLAGES OF ZINFANDEL
UNIT NO. 4C

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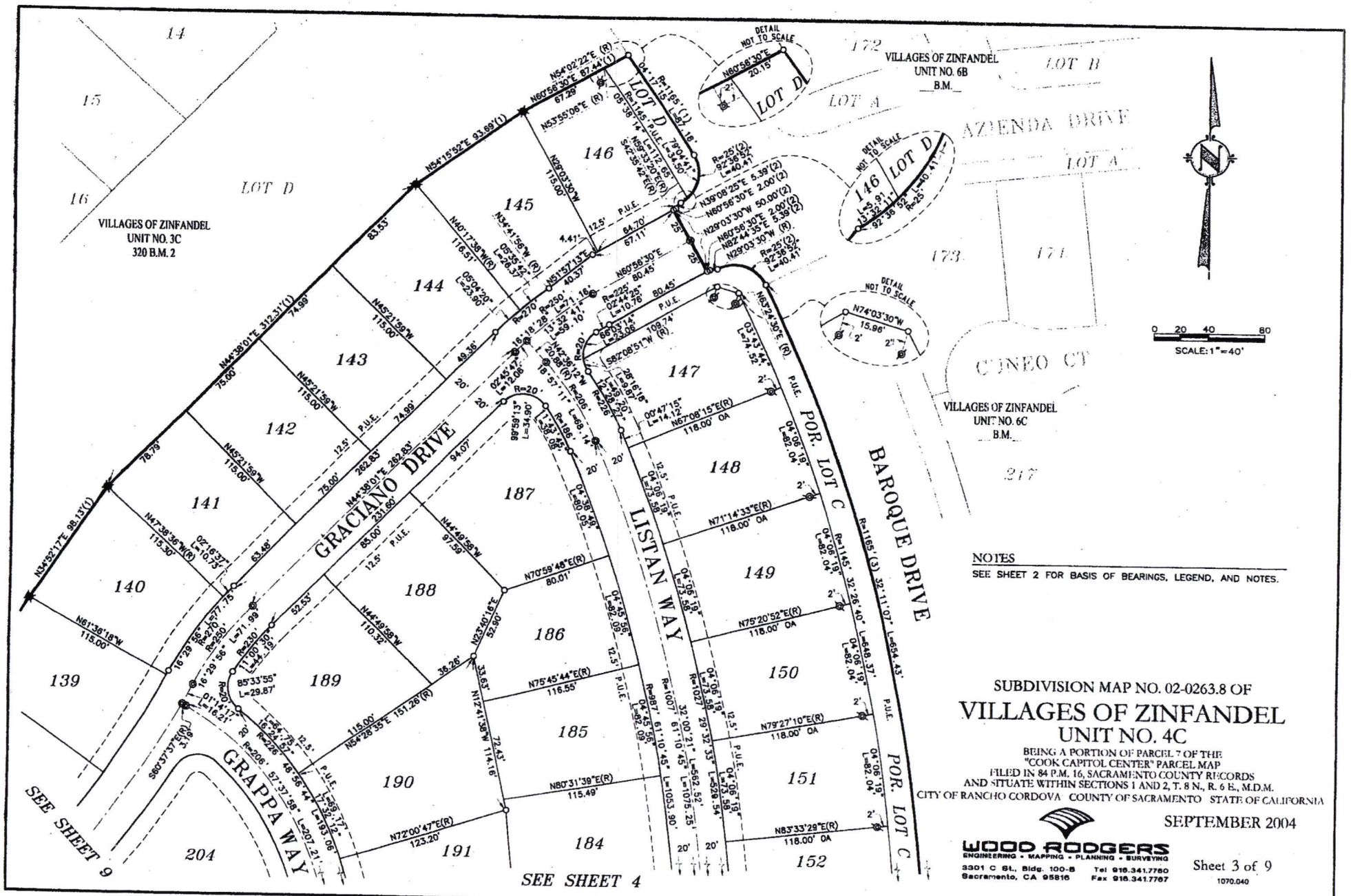

NOTES

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

SUBDIVISION MAP NO. 02-0263.8 OF

VILLAGES OF ZINFANDEL
UNIT NO. 4C

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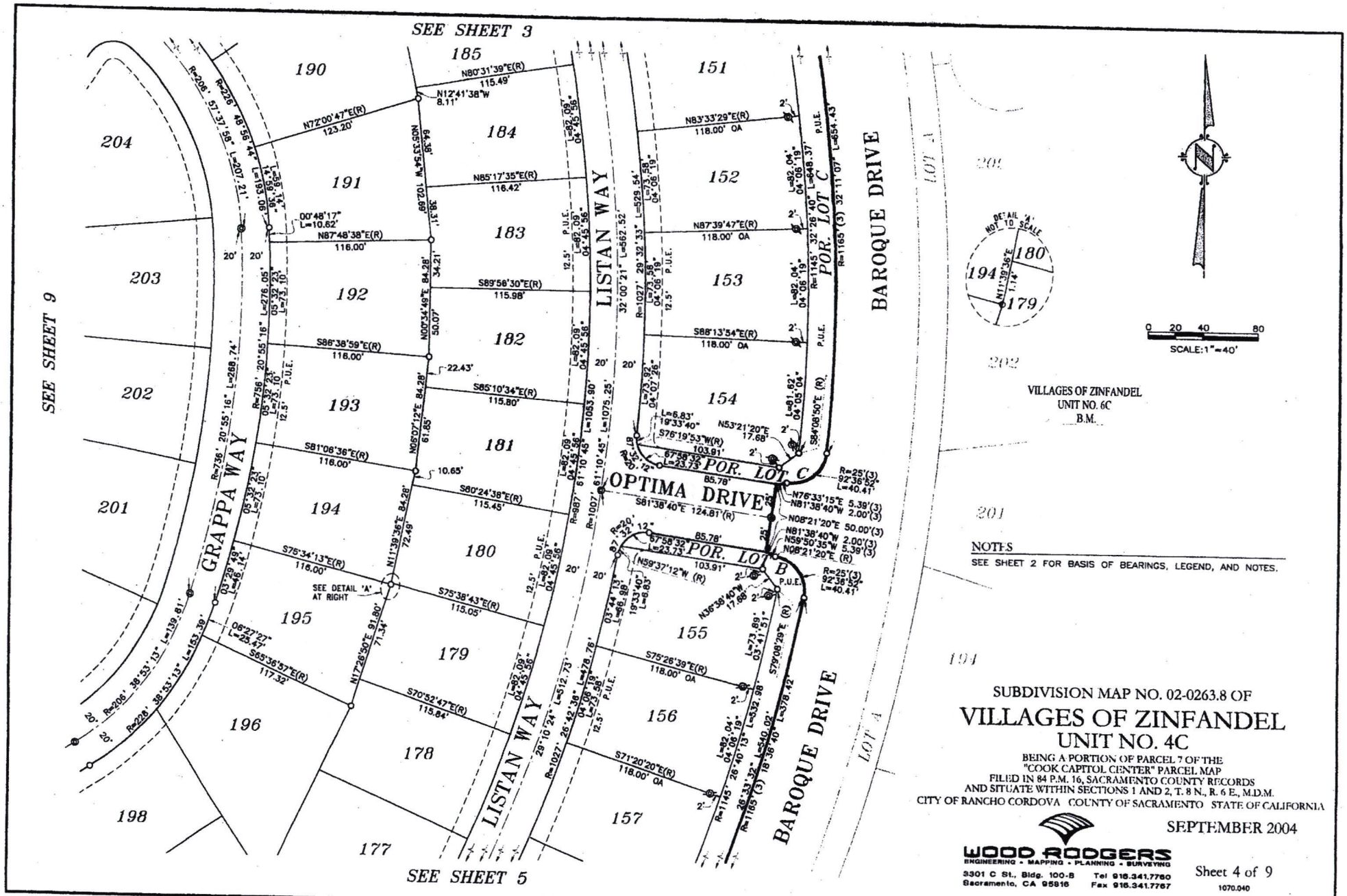

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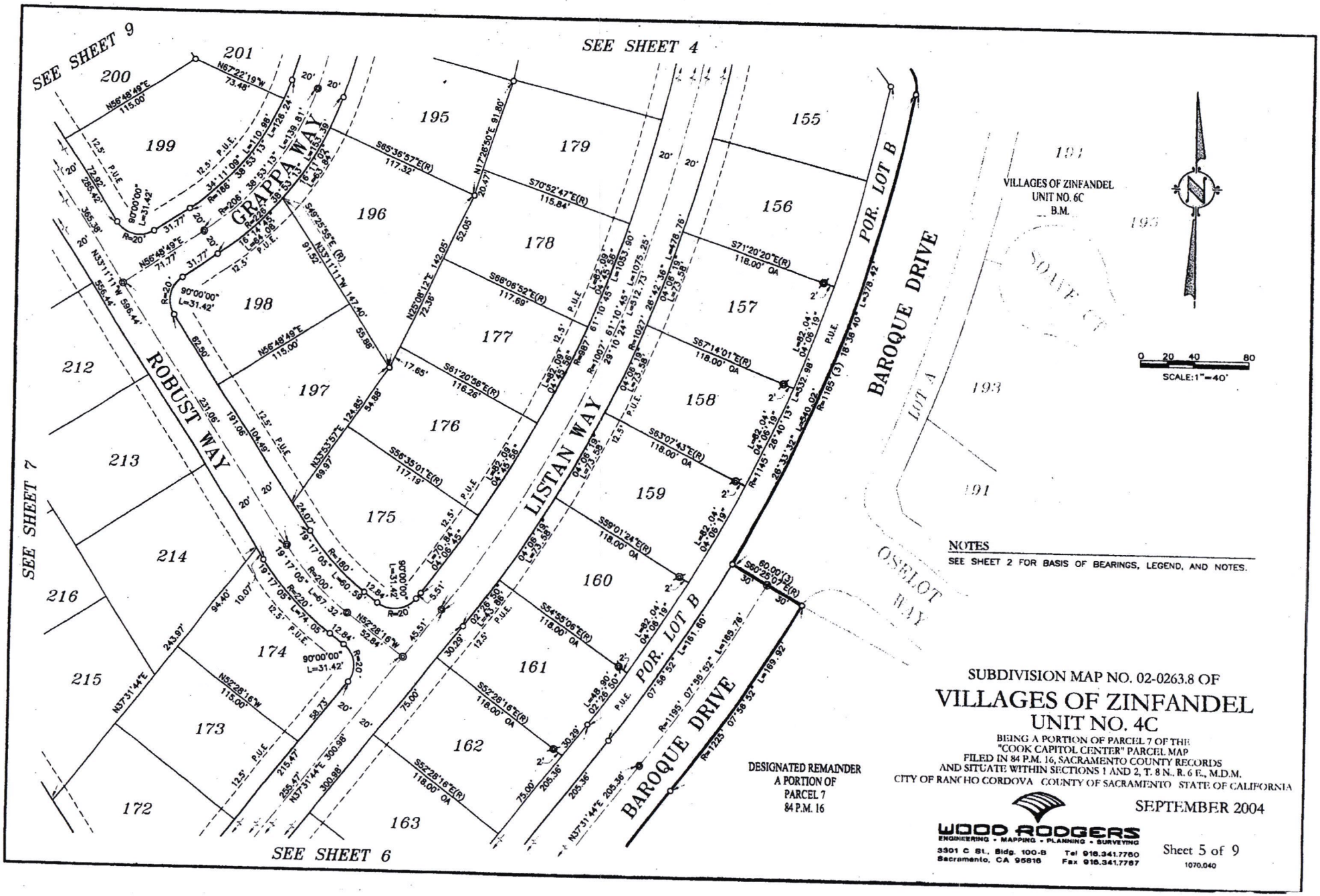

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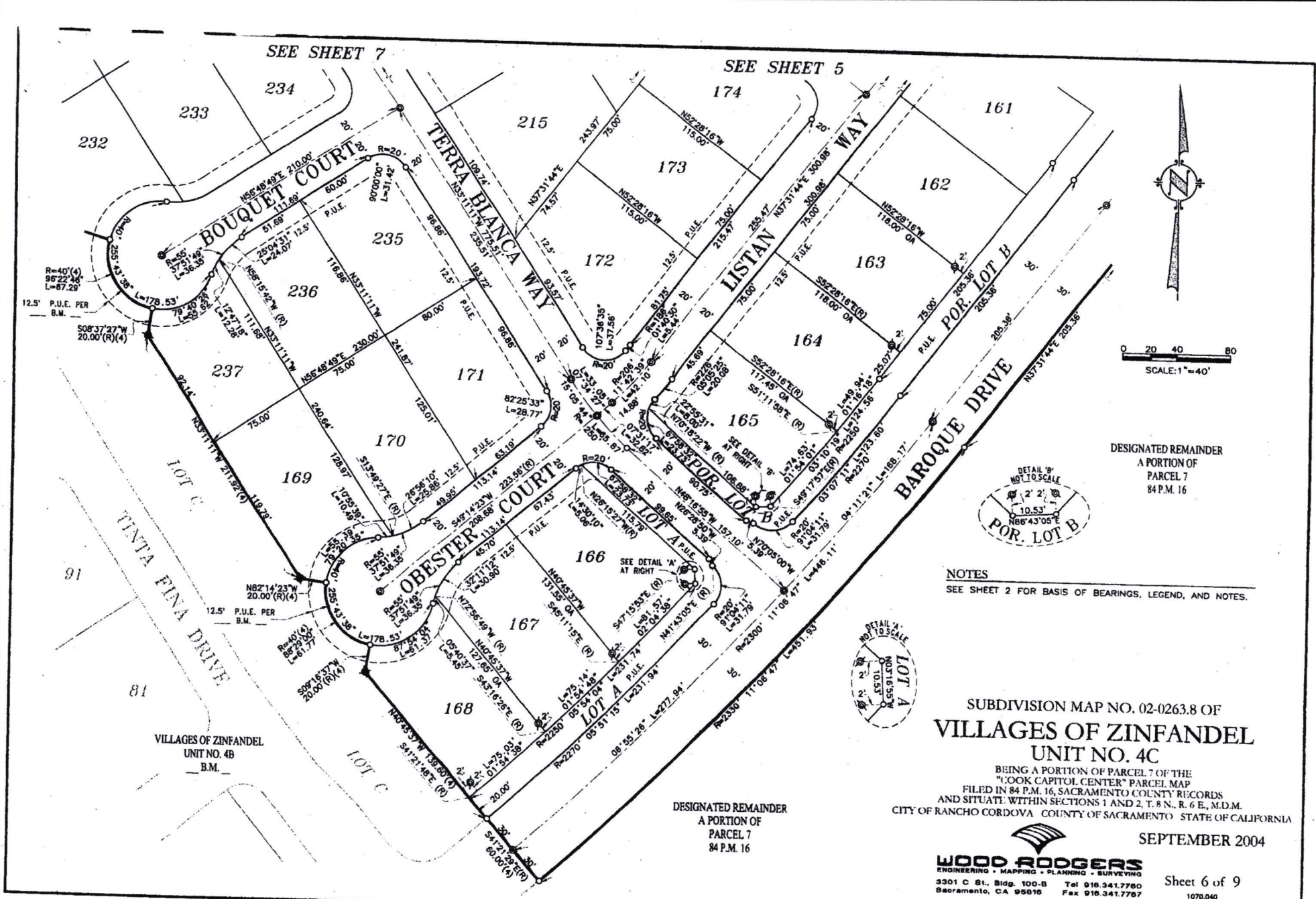

SUBDIVISION MAP NO. 02-0263.8 OF

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UNIT NO. 4C

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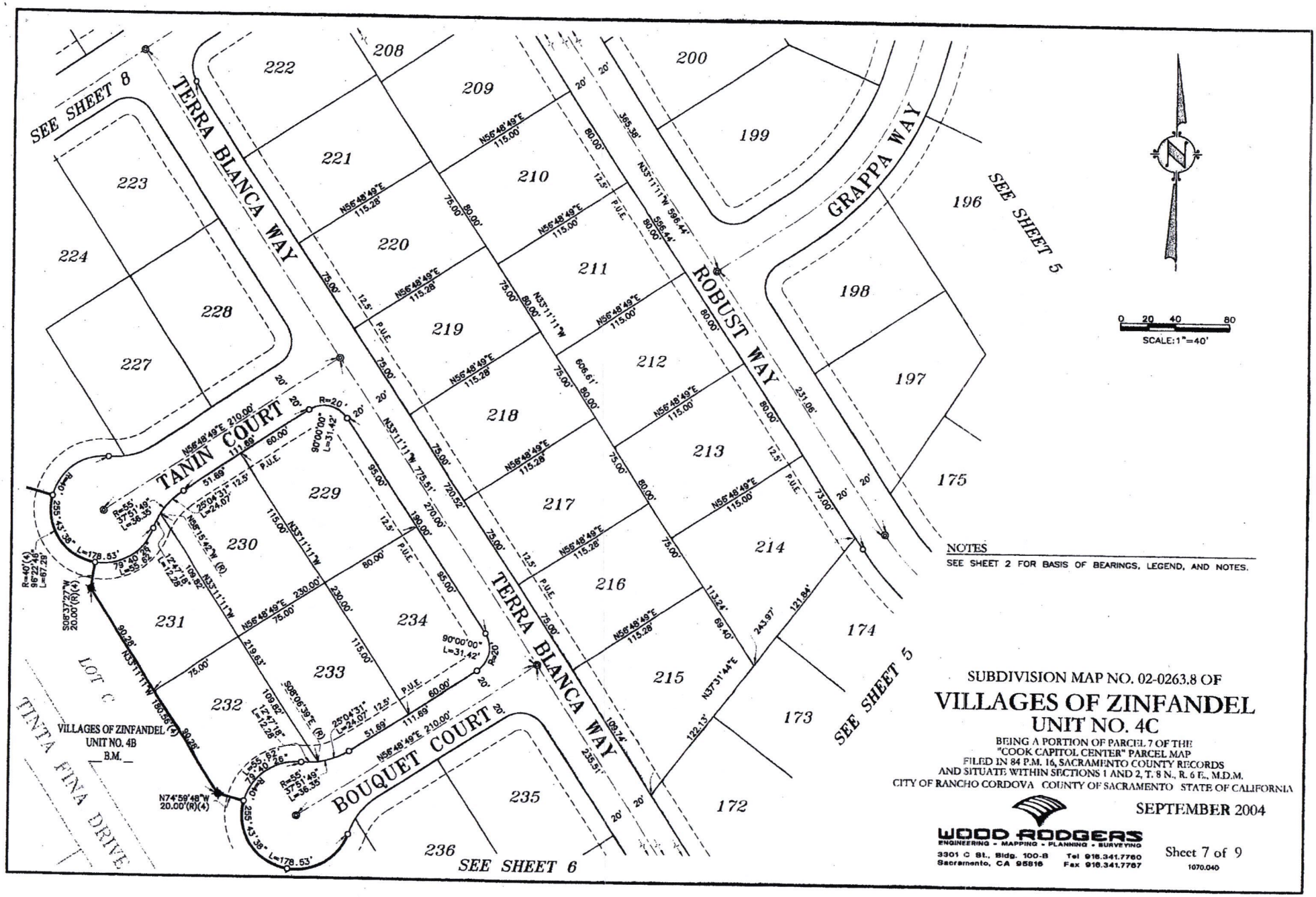

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VILLAGES OF ZINFANDEL

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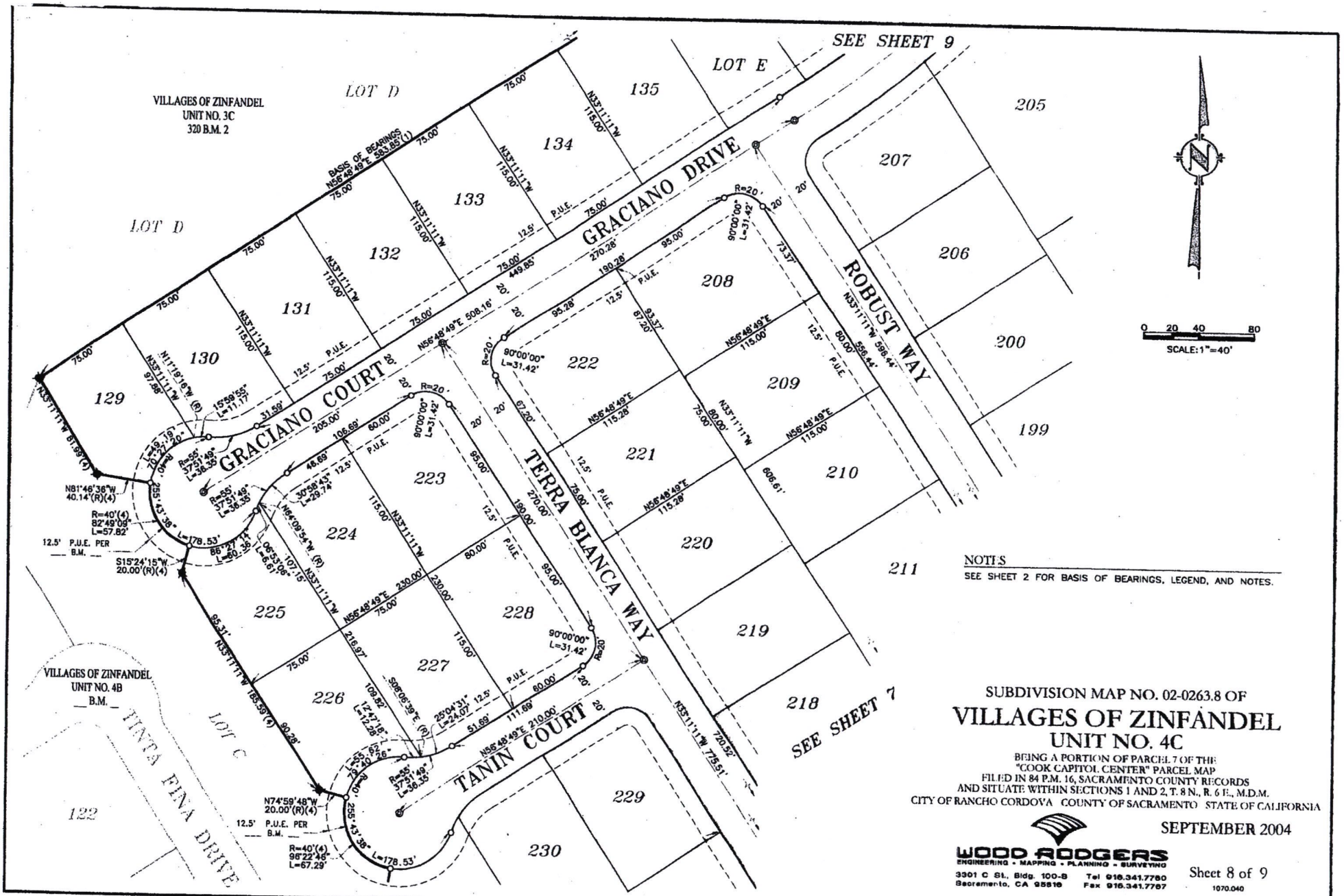

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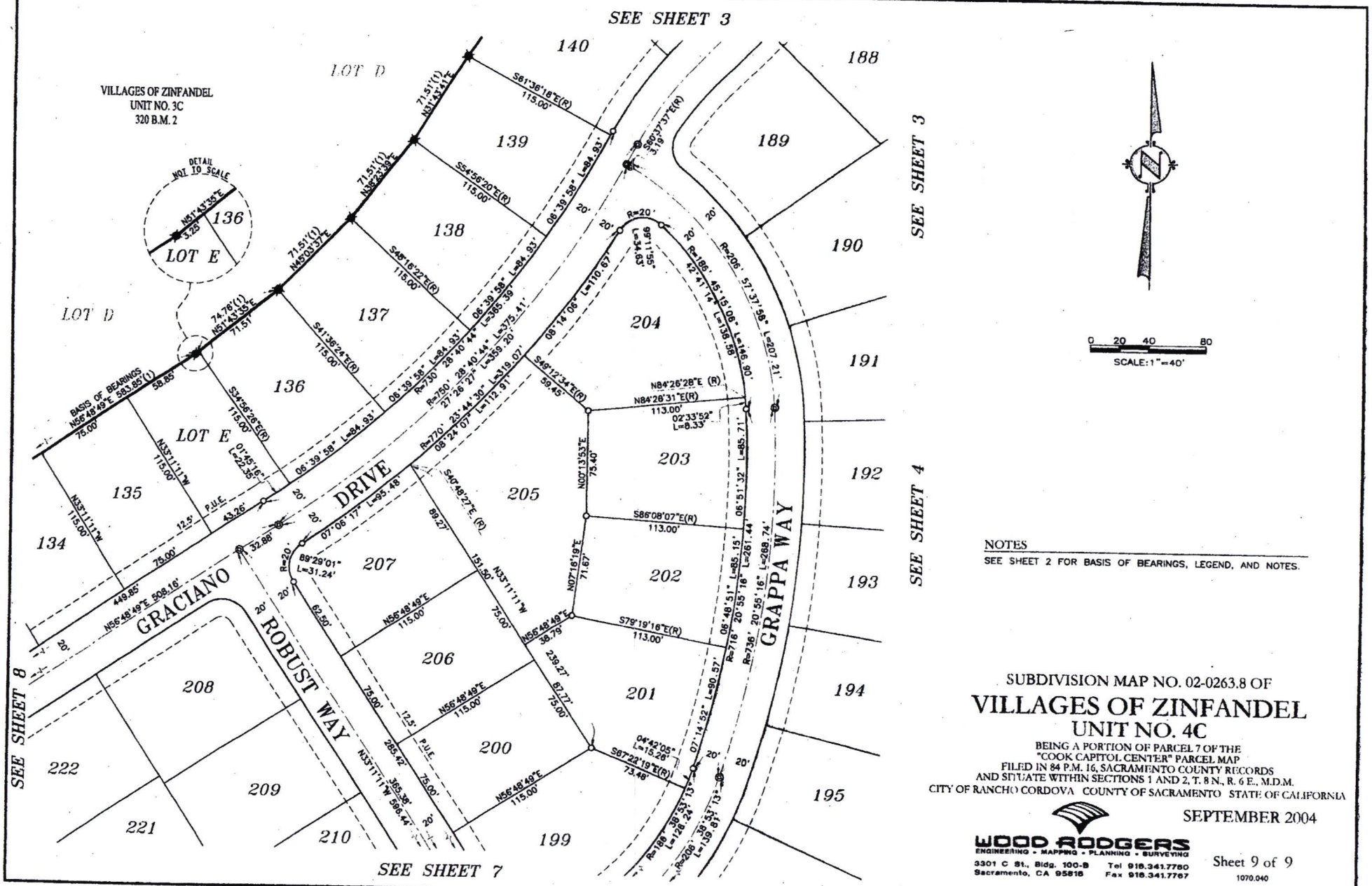

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RESOLUTION NO. 156-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION MAP NO. 02-0263.8 OF VILLAGES OF ZINFANDEL UNIT NO. 4C

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Elliott Homes, Inc., an Arizona Corporation** and the subdivision designated as **Villages of Zinfandel Unit No. 4C** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 18th day of October of 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
LINDA BUDGE, MAYOR

ATTEST:

_____
LILLIAN E. HARE, CITY CLERK

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2004, by and between the CITY OF RANCHO CORDOVA, a political subdivision of the State of California (hereinafter "CITY"), and **Elliott Homes, Inc., an Arizona corporation** (hereinafter Principal").

RECITALS

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

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

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

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

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

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

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **Villages of Zinfandel Unit No.4C** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

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

7. **Notice of Commencement of Work**. Principal shall notify the Administrator of Public Works in writing of the commencement of the work of improvements.

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

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

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

11. **Improvement Security**. (a) Principal shall obtain and furnish to City, an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized

to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$1,958,700.00** . The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

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

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

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

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

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

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

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

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

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

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to

be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By_____

ATTEST:_____
Clerk of City of Rancho Cordova

PRINCIPAL

ELLIOTT HOMES, INC.,
AN ARIZONA CORPORATION

BY: _____

Name and Title: HARRY C. ELLIOTT III, PRES.

a:\lm_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO } ss.

On JUNE 23, 2004 (Date) before me, SHERI HASSELL, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared HARRY C. ELLIOTT, III (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ESI1 SHERI HASSELL COMM. #1436607 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. Sept 24, 2007 ESI1

OPTIONAL

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

Description of Attached Document

Title or Type of Document: SUBDIVISION IMPROVEMENT AGREEMENT (VILLAGES OF ZINFANDEL UNIT NO. 4C)

Document Date: JUNE 23, 2004 Number of Pages: 8 INCL. ACK.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: HARRY C. ELLIOTT, III

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

Signer Is Representing: ELLIOTT HOMES, INC.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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RECORDING REQUESTED BY:

STEWART TITLE OF SACRAMENTO

WHEN RECORDED MAIL TO:

Name STEWART TITLE OF SACRAMENTO
Street Address 6700 FAIR OAKS BLVD
City,State,Zip CARMICHAEL, CA 95608

==========

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

072-0370-085-0000

Paid through tax year: **2003-2004**

Map Title:

VILLAGES OF ZINFANDEL UNIT NO. 4c

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

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

This 22nd day of September, 2004.

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

BY: _____
Deputy

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

ELLIOTT HOMES INC., AN ARIZONA CORPORATION

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

Appraisal Support
3701 Power Inn Road, Suite 3000
Sacramento, CA 95826-4329

www.saccounty.net/assessor

Tax Estimate

(Estimate void after 60 Days or January 1st, whichever comes first) **Date:** 09/09/04

Reference #: 04-076

Requestor Stewart Title Telephone: (916) 484-6990

Parcel/Subdivision Name Villages of Zinfandel Unit No. 4C Request Received on: 09/08/04

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

Main Roll Taxes

☐ No Estimate Required Year 2004/2005

Parcel Number	%	Est. Value	Dir. Levy Spec. Assmt.	Annual Security Required
072-0370-085-0000	9.12	722,845	7,233	$16,991.00
				$
				$
				$
				$
(See reverse side for additional information)			TOTAL (Both Sides)	$16,991.00

Formerly Parcel(s) 072-0370-079-0000=4.85%

Supplemental Taxes

☒ No Estimate Required

☐ For Change in Ownership _____ Book and Page

☐ For Completed New Construction _____ Date

Parcel Number	Roll Year	%	Est. Value	Supplemental Security Required
				$
				$
				$
(See reverse side for additional information)			TOTAL (Both Sides)	$

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

Kenneth D. Stieger, Assessor

By _____
Customer Service Unit

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

		Date:	9/22/2004
Received From:	Elliot Homes, Inc.		
Address:	80 Iron Point Circle, Ste. 110 Folsom, CA 95630-8574		
		Total:	$16992.00
Cash:	Check No.	4341	

Signature: _____

ESTIMATE FOR APN 072-0370-085; Villages of _____

_____

iness Area	Cost Center	GL ACCT
079A	0790762	05500000

County of Sacramento
Accounting & Fiscal Services

*** Customer Receipt ***

Receipt # : 120040000000021956

Transaction Date / Time: 9/22/2004 4:21:55PM

Case # : AFS2004-10922

Fee Type	Fee Amount
Estimated Taxes	16,992.00
Total : Check	$16,992.00

Bank # : 90-4182
Check # /Acct# : 4341
Received: In Person
Confirm No:

Amount Tendered: $16,992.00

Bond No. 929327183

Premium $6,855.00

PERFORMANCE BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **ELLIOTT HOMES, INC., AN ARIZONA CORPORATION** (hereinafter designated as "Principal) have entered into an Agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____2004 , and identified as project **VILLAGES OF ZINFANDEL UNIT NO. 4C** is hereby referred to and made a part hereof; and

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

NOW THEREFORE, We, the principal and The Continental Insurance Company as surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called the City, in the penal sum of: **ONE MILLION NINE HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED AND 00/100 ($1,958,700.00) DOLLARS** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on September 20, 2004

PRINCIPAL:

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY: _____

Name & Title: Stephen Hemington, V.P.

(SURETY)

The Continental Insurance Company

BY: _____

Renee Ramsey,
Attorney-In-Fact

Perf. Bond

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On 9/20/04 (Date) before me, Jan Nelsen, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Stephen J. Hemington (Name(s) of Signer(s)),

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

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

JAN NELSEN
COMM. #1365599
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 20, 2006
ESI1 ESI1

WITNESS my hand and official seal.

Jan Nelsen
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond Bond No. 929327183

Document Date: 9/20/04 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Stephen J. Hemington

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

Signer Is Representing: Elliott Homes, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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STATE OF California

COUNTY OF Sacramento

On September 20, 2004, before me, Patricia M. Simas, Notary Public

PERSONALLY APPEARED Renee Ramsey

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 Patricia M. Simas

PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005

This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

The Continental Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE ACKNOWLEDGEMENT

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W Pratt, B G Midstokke, Renee Ramsey, Individually

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 25th day of March, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of March, 2004, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/17/06

My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 20 day of September, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis Assistant Secretary

Form F6850-11/2001

Bond No. 929327183

Premium included in Performance Bond

LABOR AND MATERIAL BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **ELLIOTT HOMES, INC., AN ARIZONA CORPORATION** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 2004, and identified as project **VILLAGES OF ZINFANDEL UNIT NO. 4C** is hereby referred to and made a part hereof; and

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

NOW THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Rancho Cordova and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure, in the sum of: **NINE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED FIFTY AND 00/100 ($979,350.00) DOLLARS** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3081) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on September 20 2004.

PRINCIPAL:

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY: _____, V.P.

Name & Title: Stephen Hemington, V.P.

SURETY
The Continental Insurance Company

BY: _____
Renee Ramsey,
Attorney-In-Fact

L&M Bond

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento } ss.

On 9/20/04 (Date) before me, Jan Nelsen, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Stephen J. Hemington (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature of Notary Public

JAN NELSEN
COMM. #1365599
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 20, 2006

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Labor & Material Bond Bond No. 929327183

Document Date: 9/20/04 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Stephen J. Hemington

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

Signer Is Representing: Elliott Homes, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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STATE OF California

COUNTY OF Sacramento

On September 20, 2004, before me, Patricia M. Simas, Notary Public

PERSONALLY APPEARED Renee Ramsey

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 Patricia M. Simas

PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005

This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

The Continental Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Labor and Material Bond
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE ACKNOWLEDGEMENT

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W Pratt, B G Midstokke, Renee Ramsey, Individually

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 25th day of March, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of March, 2004, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/17/06

My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 20 day of September, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis Assistant Secretary

Form F6850-11/2001

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain Insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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

Bond No. **929327183**

Dated: **September 20, 2004**

Form F7310

Sacramento Metropolitan Fire District

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

RICK MARTINEZ
Fire Chief

June 9, 2004

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

Re: Villages of Zinfandel Unit 4C, 0000 Zinfandel Dr., Rancho Cordova, Ca 95670
Plan Check Number: 2004-1432

This correspondence is offered as verification that the above referenced project is within the Sacramento Metropolitan Fire Protection District. The development will be provided with fire and life safety protection. The nearest fire station is located 3180 Kilgore Road, which is approximately 2 mile(s) from the project location.

The developer must provide and install the necessary fire hydrants and roadways to meet the specifications of the Sacramento Metropolitan Fire Protection District. The fire hydrants and access roads must be provided prior to any construction or storage of combustible materials on site.

The minimum required fire flow for residential developments with one- and two-family dwellings having a fire area per building not exceeding 3600 square feet including the garage, covered patios and porches is 1000 gallons per minute at 20 pounds per square inch. A special review and certificate of release is required for dwellings over 3,600 square area including the garage, covered patios and porches. Dwellings with a fire area of 3,601 to 4,800 square feet including the garage, covered patios and porches require 1,750 gallons per minute available fire flow above peak domestic demand. Dwellings with a fire area of 4,801 to 6,200 square feet including the garage, covered patios and porches including attached garages require 2,000 gallons per minute available fire flow above peak domestic demand. Larger houses will require additional fire flow. In areas where the minimum required fire flow is not available, an automatic fire sprinkler system may be required.

If I may answer any questions or be of any further assistance in this matter, please feel free to contact me at (916) 942-3300.

Sincerely,

Michael Dobson
Assistant Chief, Fire Marshal

cc: File

Southern California
WATER COMPANY
A Subsidiary of American States Water Company

April 30, 2004

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

VILLAGES OF ZINFANDEL UNIT NO. 4C - Proposed Final Map No. 02-0263.8 containing 109 residential lots and 5 miscellaneous lots. The project can be further identified as being a portion of Parcel 7 of the "Cook Capitol Center" Parcel Map.

Dear Mr. Batts:

Water service is available to this site from our Cordova water system. The Cordova system is currently supplied by multiple ground water wells and surface water treated at our Coloma Treatment Plant. Service to this site can be provided from our existing water facilities within Kilgore Road, International Drive and other facilities constructed as part of the Villages of Zinfandel development.

Upon completion of satisfactory financial arrangements under our Main Extension Rule, Southern California Water Company will provide water service to this project. In accordance with analyses performed for the Villages of Zinfandel Master Development Plan, this unit (project) requires the developer participate in the construction of special facilities prior to the Company providing water to the project.

Sincerely,

Scott D. Fort, P.E.
Northern District Engineer

Cc: M. Benbow, Arden-Cordova Water Service
M. Nisenboym, Southern California Water Company

3035 Prospect Park, Ste. 60, Rancho Cordova, CA 95670
Tel: (916) 853-3600 Fax: (916) 852-0171

WOOD RODGERS

1070.040

September 8, 2004

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

RE: Final Map for Villages of Zinfandel Unit No. 4C

To Whom It May Concern:

This letter is to assure the City of Rancho Cordova that there are sufficient funds available to ensure that the monuments shown on the above-referenced Final Map will be set by the date indicated on said Map. We do not require a bond be taken by the City of Rancho Cordova for the setting of these monuments.

Sincerely,

WOOD RODGERS, INC

Michael E. Long, P.L.S.

Memorandum

Agenda date: October 18, 2004
Consent item

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director CA

SUBJECT: **APPROVAL OF SUBDIVISION MAP "SUBDIVISION NO. 02-0263.6 OF VILLAGES OF ZINFANDEL UNIT NO. 6C (45 LOTS)**

BACKGROUND:

Submitted herewith for approval is the subdivision map of Villages of Zinfandel Unit No. 6C subdivision, located on the easterly extension of Baroque Drive and the south side of Azienda Drive.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Project Planning Commission of Sacramento County approved the Tentative Map on March 24, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. 929327182 with The Continental Insurance Company in the amount of $1,434,100.00. Bond No. 929327182 with The Continental Insurance Company in the amount of $717,050.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. A cash deposit in the amount of $15,966.00 has satisfactorily provided for the 2004 - 2005 tax estimate.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District.

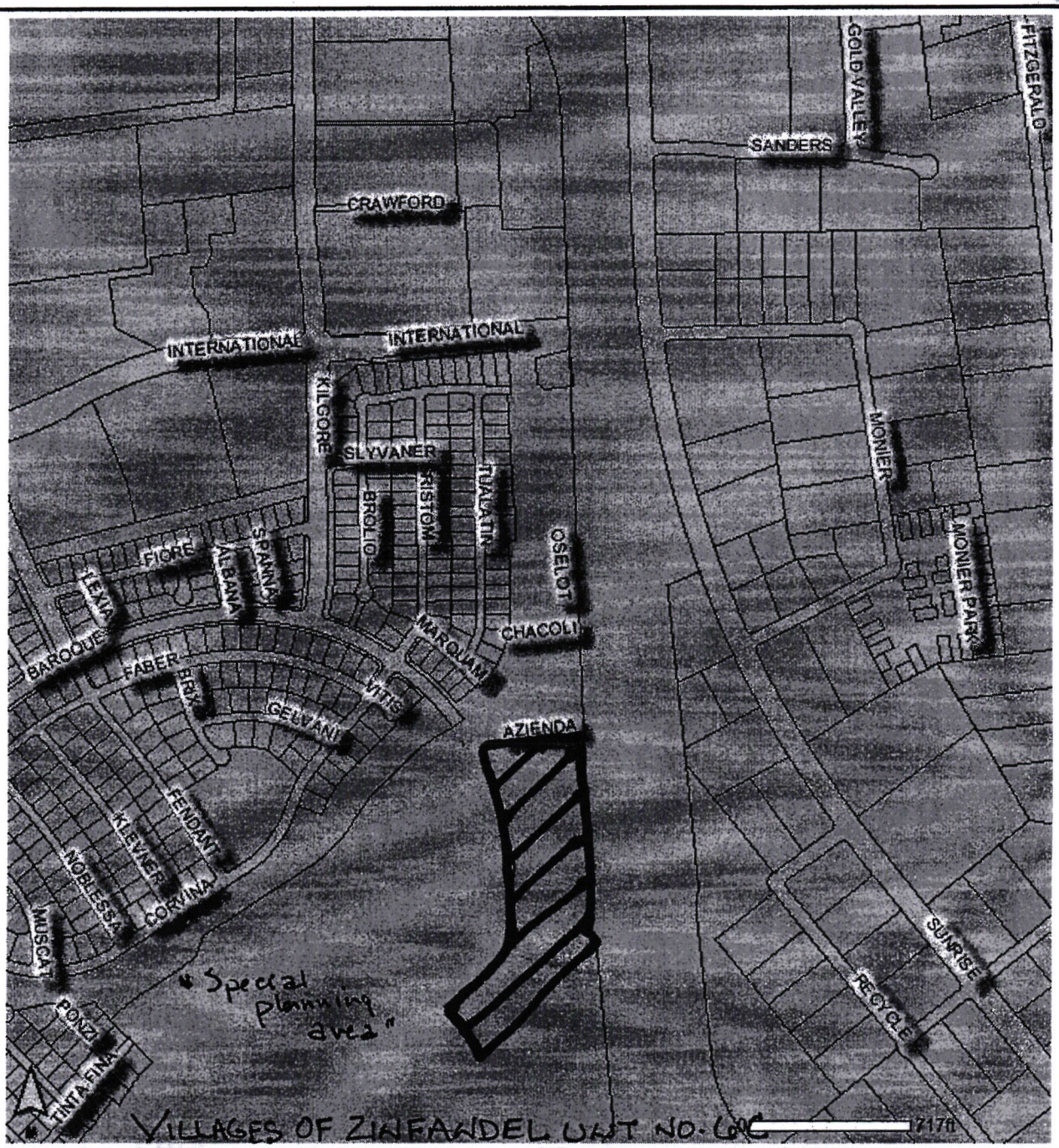
Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on May 6, 2004 and found to be in place.

RECOMMENDATION:

The Public Works Department recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Attachments:
Zoning Map
8 ½ x 11 copy of final map
Resolution
Subdivision Improvement Agreement
Tax Paid Certificate
Tax Estimate Letter
Tax Estimate Security (copy)
Performance Bond
Labor and Material Bond
Fire Will Serve Letter
Water Will Serve Letter
Monumentation Bond Waiver

County of Sacramento



Rivers
Parcels
Street Centerlines
Streets

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 6C AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO ANY PUBLIC USES, THE DRIVE, COURTS AND WAY SHOWN HEREON AND ALSO OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE DRIVE, COURTS AND WAY SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

C. RIGHTS OF WAY AND EASEMENTS FOR INSTALLATION AND MAINTENANCE OF WATER, GAS, SEWER, AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE REAR AND/OR SIDE LINES OF LOTS AND LINES, BEING THE EASTERLY 20 FEET AND SOUTHEASTERLY 10 FEET OF LOT B, SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

ELLIOTT HOMES, INC.
AN ARIZONA CORPORATION

Harry C. Elliott III — 6.30.04
DATE

Harry C. Elliott III Pres.
PRINT NAME & TITLE

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF Sacramento }

ON THE 30th DAY OF June, 2004, BEFORE ME, Sheri Hassell, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Harry C. Elliott III

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

☑ PERSONALLY KNOWN TO ME

WITNESS MY HAND: Sheri Hassell

PRINTED NAME: Sheri Hassell

COUNTY OF: Sacramento

MY COMMISSION EXPIRES: Sept 24, 2007

Commission # 1436607

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ELLIOTT HOMES, INC. ON JULY 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY JULY 2006, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR — MICHAEL E. LONG — EXP. 09-30-04 — No. 6815 — STATE OF CALIFORNIA

MICHAEL E. LONG
P.L.S. 6815 EXP. 09-30-04
WOOD RODGERS, INC.

6/28/04
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 6C AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2005

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP ENTITLED VILLAGES OF ZINFANDEL UNIT NO. 6C AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVE, COURTS AND WAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____M IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ELLIOTT HOMES, INC. TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

SIGNED: _____ BY: _____
COUNTY RECORDER — DEPUTY

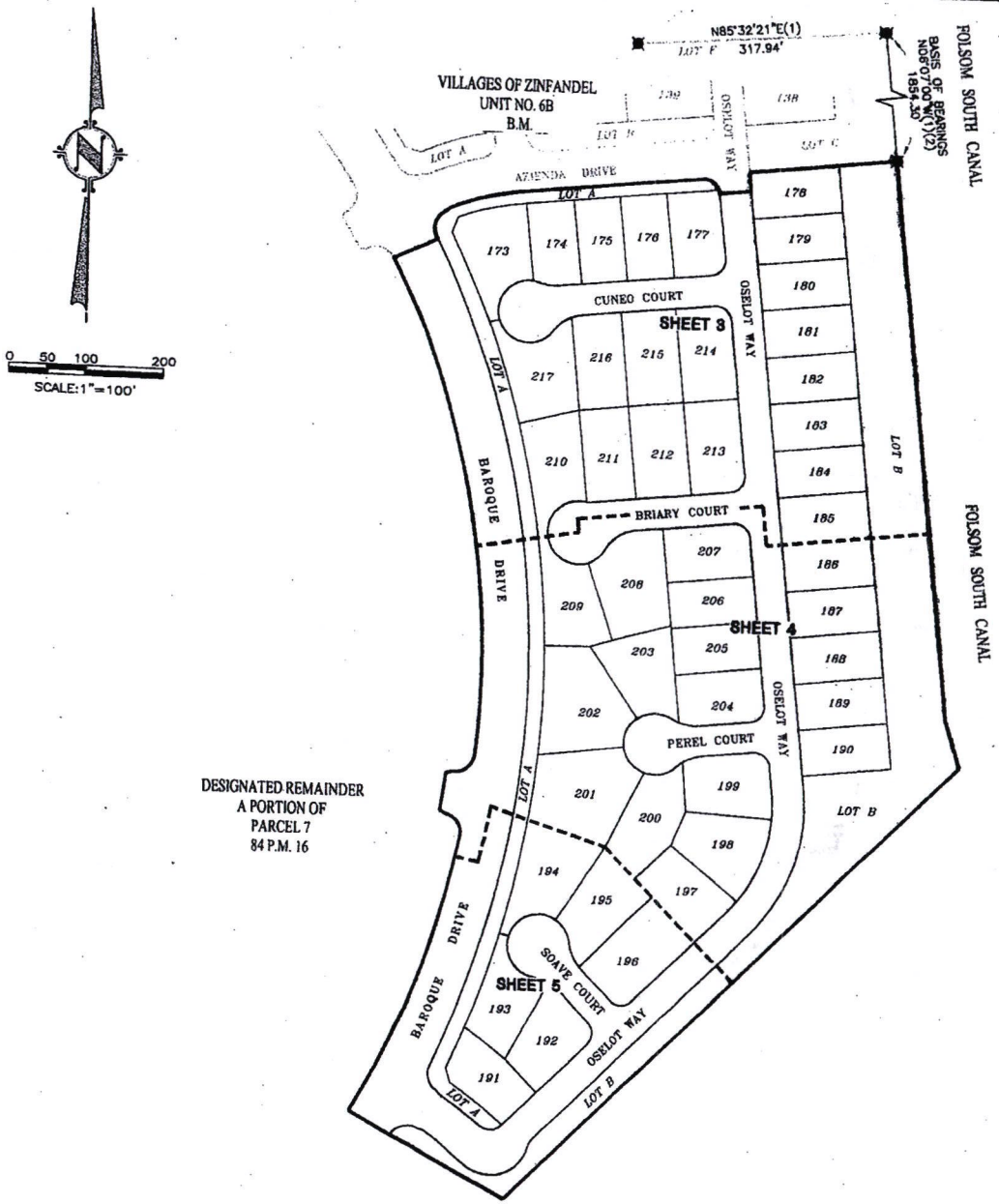
SUBDIVISION MAP NO. 02-0263.6 OF

VILLAGES OF ZINFANDEL
UNIT NO. 6C

BEING A PORTION OF PARCEL 7 OF THE
"COOK CAPITOL CENTER" PARCEL MAP
FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS
AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M.
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

SEPTEMBER 2004

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



NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.

2. TOTAL AREA FOR THIS SUBDIVISION IS 15.41± ACRES GROSS, CONSISTING OF 45 RESIDENTIAL BUILDING LOTS AND 2 MISCELLANEOUS LOT.

3. LOT A IS DESIGNATED FOR LANDSCAPING AND PUBLIC UTILITY EASEMENT PURPOSES.

5. LOT B IS DESIGNATED FOR OPEN SPACE AND GREENBELT PURPOSES.

6. LOT B IS SUBJECT TO A RESERVATION OF SEWER EASEMENT TO SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT RECORDED AT 20040812 O.R. 676.

7. LOTS A AND B SHALL BE OWNED AND MAINTAINED BY CORDOVA RECREATION AND PARK DISTRICT.

8. PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE, KUHL, AND ASSOCIATES DATED FEBRUARY 3, 2003. A COPY OF THE REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

9. THERE IS A FIVE (5) FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHT OF WAYS SHOWN HEREON.

LEGEND

○	DIMENSION POINT
⊥	SET 5/8" REBAR CAPPED L.S. 6815 AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS OR 1" BRASS DISK STAMPED L.S. 6815 AT 1.00' PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS.
◎	SET 3/4" IRON PIPE WITH PLUG – L.S. 6815
⌑	SET 1-1/4" IRON PIPE WITH PLUG – L.S. 6815
⊚	SET 5/8" REBAR WITH CAP – L.S. 6815 – WITNESS CORNER
●	FOUND 3/4" IRON PIPE WITH PLUG – L.S. 6815
■	FOUND 1-1/4" IRON PIPE WITH PLUG – L.S. 6815
(R)	RADIAL LINE
OA	OVERALL
P.U.E.	PUBLIC UTILITY EASEMENT
DELTA	XX° XX' XX"

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN ON THE FINAL MAP ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 6B" AND RECORDED IN BOOK ___ OF FINAL MAPS, AT PAGE ___ IN SAID COUNTY, SAID LINE IS TAKEN TO BEAR NORTH 06°07'00" WEST.

REFERENCES

(1) ___ B.M. ___, VILLAGES OF ZINFANDEL UNIT NO. 6B
(2) 84 P.M. 16, COOK CAPITAL CENTER PARCEL MAP

SUBDIVISION MAP NO. 02-0263.6 OF

VILLAGES OF ZINFANDEL
UNIT NO. 6C

BEING A PORTION OF PARCEL 7 OF THE
"COOK CAPITOL CENTER" PARCEL MAP
FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS
AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M.
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

SEPTEMBER 2004

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

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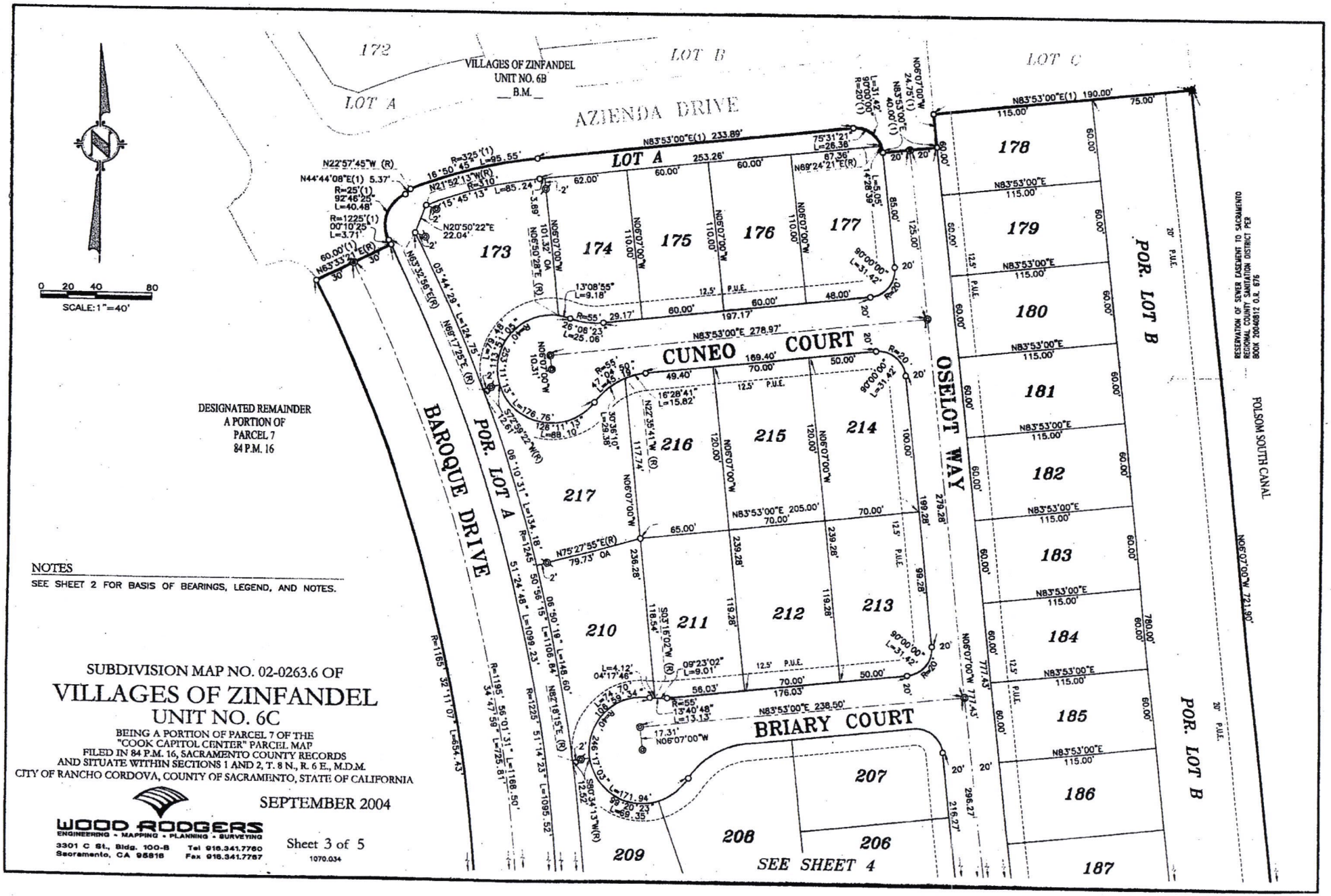

NOTES

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

SUBDIVISION MAP NO. 02-0263.6 OF

VILLAGES OF ZINFANDEL
UNIT NO. 6C

BEING A PORTION OF PARCEL 7 OF THE
"COOK CAPITOL CENTER" PARCEL MAP
FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS
AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M.
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

SEPTEMBER 2004

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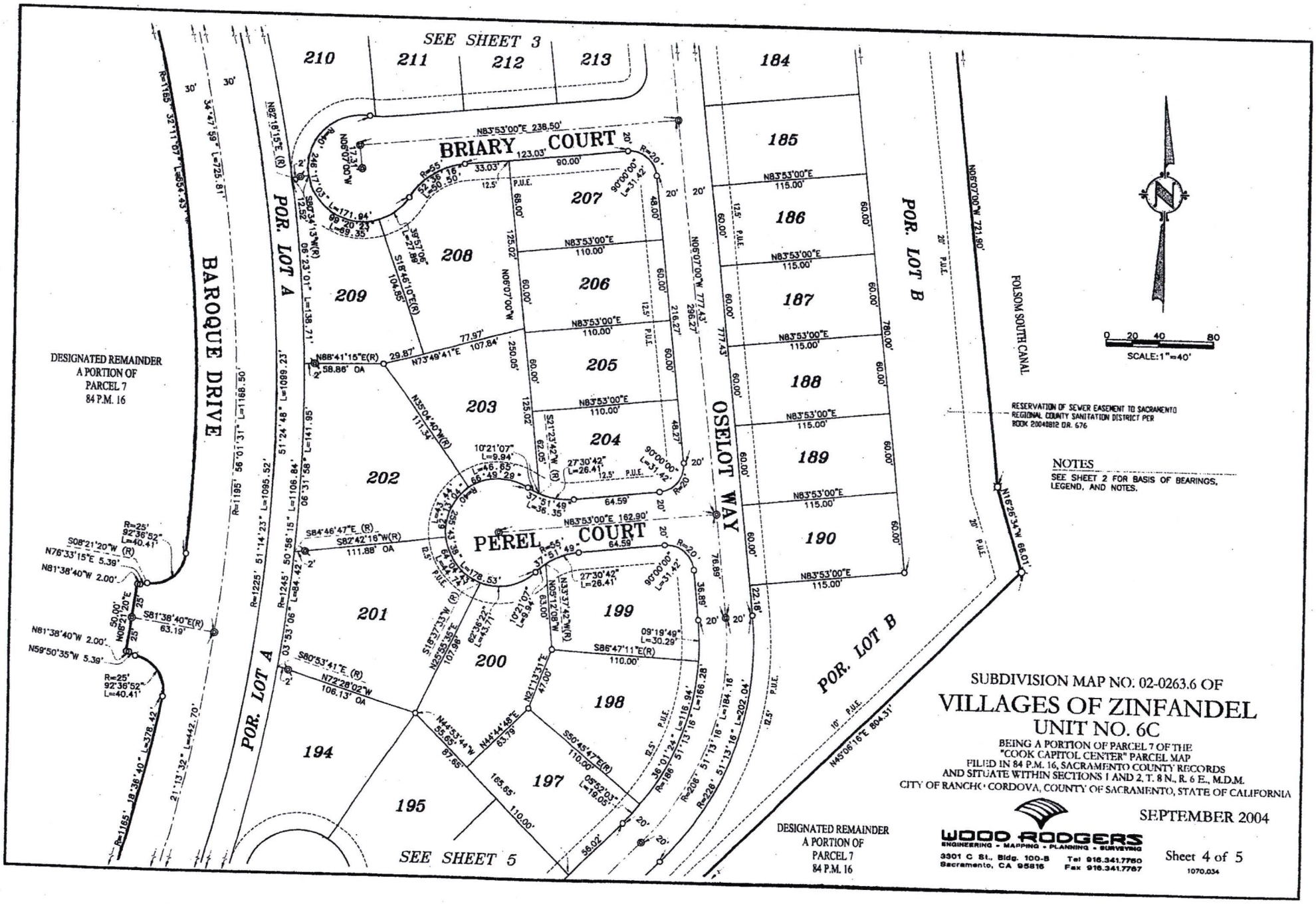
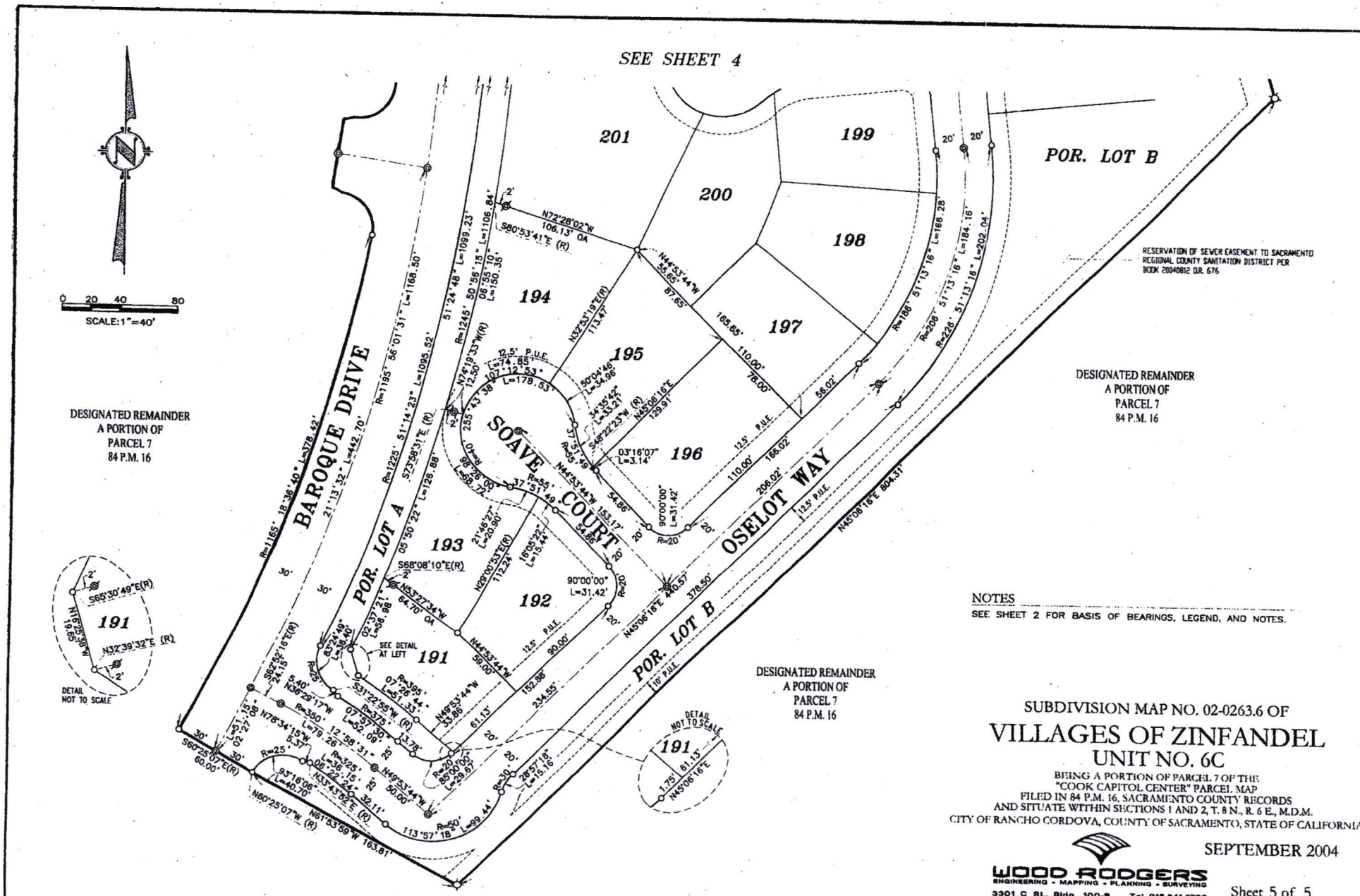

SEE SHEET 3
BRIARY COURT
PEREL COURT
OSELOT WAY
BAROQUE DRIVE
POR. LOT A
POR. LOT B
FOLSOM SOUTH CANAL
DESIGNATED REMAINDER A PORTION OF PARCEL 7 84 P.M. 16
SEE SHEET 5
DESIGNATED REMAINDER A PORTION OF PARCEL 7 84 P.M. 16
RESERVATION OF SEWER EASEMENT TO SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT PER BOOK 20040812 OR. 676
NOTES
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, AND NOTES.
SCALE:1"=40'
SUBDIVISION MAP NO. 02-0263.6 OF
VILLAGES OF ZINFANDEL
UNIT NO. 6C
BEING A PORTION OF PARCEL 7 OF THE "COOK CAPITOL CENTER" PARCEL MAP FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M. CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
SEPTEMBER 2004
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767
Sheet 4 of 5
1070.034


SEE SHEET 4
SCALE:1"=40'
0 20 40 80
BAROQUE DRIVE
POR. LOT A
POR. LOT B
SOAVE COURT
OSELOT WAY
201
200
199
198
197
196
195
194
193
192
191
DESIGNATED REMAINDER
A PORTION OF
PARCEL 7
84 P.M. 16
DESIGNATED REMAINDER
A PORTION OF
PARCEL 7
84 P.M. 16
DESIGNATED REMAINDER
A PORTION OF
PARCEL 7
84 P.M. 16
RESERVATION OF SEWER EASEMENT TO SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT PER BOOK 20040812 OR. 676
SEE DETAIL AT LEFT
DETAIL NOT TO SCALE
DETAIL NOT TO SCALE
N45°08'16"E 804.31'
N45°08'16"E 440.57'
378.50'
206.02'
110.00'
78.00'
165.65'
87.65'
55.85'
106.13'
113.47'
129.91'
153.17'
234.55'
152.68'
61.13'
90.00'
56.02'
186.02'
168.28'
184.16'
202.04'
113°57'18" L=99.44'
N61°53'59"W 163.81'
N60°25'07"W (R)
S60°25'07"E(R)
60.00'
S68°08'10"E(R)
S65°30'49"E(R)
N32°39'32"E (R)
N53°27'34"W
64.70' OA
N72°28'02"W
106.13' OA
S80°53'41"E (R)
N32°53'19"E(R)
S57°58'31"E (R)
N29°00'53"E(R)
112.24'
S62°52'16"E(R)
N36°29'17"W
N78°34'15"W
N32°43'52"E (R)
N45°53'44"W
N44°53'44"W
S45°08'16"E
S48°22'23"W (R)
N45°08'16"E
S44°53'44"E
S45°06'16"E
N45°06'16"E
R=1165'
R=1195'
R=1225'
R=1245'
R=186'
R=208'
R=228'
R=165'
R=20'
R=25'
R=50'
R=55'
R=325'
R=350'
R=365'
R=373'
R=375'
R=30'
R=1106.84'
R=1099.23'
R=1095.52'
R=1166.50'
R=442.70'
R=378.42'
R=128.68'
R=150.35'
R=179.53'
R=55.72'
R=20.90'
R=15.44'
R=31.42'
R=29.67'
R=15.16'
R=40.70'
R=79.26'
R=32.09'
R=32.11'
R=24.15'
R=5.37'
R=5.40'
R=13.78'
R=33.86'
R=61.33'
R=58.00'
R=90.00'
R=110.00'
R=186.02'
R=206.02'
R=234.55'
R=152.68'
R=61.13'
R=90.00'
R=56.02'
R=165.65'
R=87.65'
R=55.85'
R=106.13'
R=113.47'
R=129.91'
R=153.17'
R=110.00'
R=78.00

RESOLUTION NO. 157-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION MAP NO. 02-0263.6 OF VILLAGES OF ZINFANDEL UNIT NO. 6C

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Elliott Homes, Inc., an Arizona Corporation** and the subdivision designated as **Villages of Zinfandel Unit No. 6C** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 18th day of October of 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

LINDA BUDGE, MAYOR

ATTEST:

_____

LILLIAN E. HARE, CITY CLERK

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2004, by and between the CITY OF RANCHO CORDOVA, a political subdivision of the State of California (hereinafter "CITY"), and **Elliott Homes, Inc., an Arizona corporation** (hereinafter Principal").

RECITALS

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

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

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

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

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

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

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **Villages of Zinfandel Unit No.6C** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

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

7. **Notice of Commencement of Work**. Principal shall notify the Administrator of Public Works in writing of the commencement of the work of improvements.

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

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

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

11. **Improvement Security**. (a) Principal shall obtain and furnish to City, an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized

to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$1,434,100.00** . The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

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

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

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

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

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

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

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

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

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

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to

be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By_____

ATTEST:_____
Clerk of City of Rancho Cordova

PRINCIPAL

ELLIOTT HOMES, INC.,
AN ARIZONA CORPORATION

BY: _____

Name and Title: Harry C. Elliott Jr
PRES

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO } ss.

On JUNE 23, 2004 (Date) before me, SHERI HASSELL, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared HARRY C. ELLIOTT, III (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ESI1 SHERI HASSELL COMM. #1436607 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. Sept 24, 2007 ESI1

OPTIONAL

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

Description of Attached Document

Title or Type of Document: SUBDIVISION IMPROVEMENT AGREEMENT (VILLAGES OF ZINFANDEL UNIT NO. 6C)

Document Date: JUNE 23, 2004 Number of Pages: 8 INCL. ACK.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: HARRY C. ELLIOTT, III

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

Signer Is Representing: ELLIOTT HOMES, INC.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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RECORDING REQUESTED BY:

STEWART TITLE OF SACRAMENTO

WHEN RECORDED MAIL TO:

Name STEWART TITLE OF SACRAMENTO
Street Address 6700 FAIR OAKS BLVD
City,State,Zip CARMICHAEL, CA 95608

==========

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

072-0370-085-0000

Paid through tax year: **2003-2004**

Map Title:

VILLAGES OF ZINFANDEL UNIT NO. 6c

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

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

This 22nd day of September, 2004.

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

BY: _____
Deputy

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

ELLIOTT HOMES INC., AN ARIZONA CORPORATION

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

Appraisal Support
3701 Power Inn Road, Suite 3000
Sacramento, CA 95826-4329

www.saccounty.net/assessor

Tax Estimate

(Estimate void after 60 Days or January 1st, whichever comes first) **Date:** 09/09/04

Reference #: 04-075

Requestor Stewart Title Telephone: (916) 484-6990

Parcel/Subdivision Name Villages of Zinfandel Unit No. 6C Request Received on: 9/08/04

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

Main Roll Taxes

☐ No Estimate Required

Year 2004/2005

Parcel Number	%	Est. Value	Dir. Levy Spec. Assmt.	Annual Security Required
072-0370-085-0000	8.58	680,045	6,815	$15,996.00
				$
				$
				$
				$
(See reverse side for additional information)			TOTAL (Both Sides)	$15,996.00

Formerly Parcel(s) 072-0370-079-0000=4.57%

Supplemental Taxes

☒ No Estimate Required

☐ For Change in Ownership _____ Book and Page

☐ For Completed New Construction _____ Date

Parcel Number	Roll Year	%	Est. Value	Supplemental Security Required
				$
				$
				$
(See reverse side for additional information)			TOTAL (Both Sides)	$

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

Kenneth D. Stieger, Assessor

By _____
Customer Service Unit

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

		Date:	9/22/2004
Received From:	Elliot Homes, Inc.		
Address:	80 Iron Point Circle, Ste. 110 Folsom, CA 95630-8574		
		Total:	$15966.00
Cash:	Check No.	4340	

Signature: John C. Dell

Description: 2004/2005 TAX ESTIMATE FOR APN 072-0370-085; Villages of Zinfandel Unit No. 6C

Business Area	Cost Center	GL ACCT
079A	0790762	05500000

County of Sacramento
Accounting & Fiscal Services

*** Customer Receipt ***

Receipt # : 1200400000000021937

Transaction Date / Time: 9/22/2004 4:22:48PM

Case # : AFS2004-10922

Fee Type	Fee Amount
Estimated Taxes	15,996.00
Total : Check	$15,996.00

Bank # : 90-4182
Check # /Acct# : 4340
Received: In Person
Confirm No:

Amount Tendered: $15,996.00

Bond No. 929327182

Premium $5,019.00

PERFORMANCE BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **ELLIOTT HOMES, INC., AN ARIZONA CORPORATION** (hereinafter designated as "Principal) have entered into an Agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____2004 , and identified as project **VILLAGES OF ZINFANDEL UNIT NO. 6C** is hereby referred to and made a part hereof; and

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

NOW THEREFORE, We, the principal and The Continental Insurance Company as surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called the City, in the penal sum of: **ONE MILLION FOUR HUNDRED THIRTY FOUR THOUSAND ONE HUNDRED AND 00/100 ($1,434,100.00) DOLLARS** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on September 20, 2004

PRINCIPAL:

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY: _____, V.P.

Name & Title: Stephen Hemington, V.P.

(SURETY)

The Continental Insurance Company

BY: _____

Renee Ramsey,
Attorney-In-Fact

Perf. Bond

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On 9/20/04 (Date) before me, Jan Nelsen, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Stephen J. Hemington (Name(s) of Signer(s)),

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

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

JAN NELSEN
COMM. #1365599
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 20, 2006

WITNESS my hand and official seal.

Jan Nelsen
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond Bond No. 929327182

Document Date: 9/20/04 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Stephen J. Hemington

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: Elliott Homes, Inc.

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STATE OF California

COUNTY OF Sacramento

On September 20, 2004, before me, Patricia M. Simas, Notary Public

PERSONALLY APPEARED Renee Ramsey

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 Patricia M. Simas

PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005

This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

The Continental Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W Pratt, B G Midstokke, Renee Ramsey, Individually

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 25th day of March, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of March, 2004, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/17/06

My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 20 day of September, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis Assistant Secretary

Form F6850-11/2001

Bond No. 929327182

Premium included in Performance Bond

LABOR AND MATERIAL BOND

WHEREAS, The City Council of the City of Rancho Cordova, State of California, and **ELLIOTT HOMES, INC., AN ARIZONA CORPORATION** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated_____, 2004, and identified as project **VILLAGES OF ZINFANDEL UNIT NO. 6C** is hereby referred to and made a part hereof; and

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

NOW THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Rancho Cordova and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure, in the sum of: **SEVEN HUNDRED SEVENTEEN THOUSAND FIFTY AND 00/100 ($717,050.00) DOLLARS** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3081) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on September 20 2004.

PRINCIPAL:

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY: _____

Name & Title: Stephen Hemington, V.P.

SURETY

The Continental Insurance Company

BY: _____

Renee Ramsey,

Attorney-In-Fact

L&M Bond

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On 9/20/04 (Date) before me, Jan Nelsen, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Stephen J. Hemington (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

JAN NELSEN
COMM. #1365599
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 20, 2006

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Labor & Material Bond Bond No. 929327182

Document Date: 9/20/04 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Stephen J. Hemington

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

Signer Is Representing: Elliott Homes, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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STATE OF California

COUNTY OF Sacramento

On September 20, 2004, before me, Patricia M. Simas, Notary Public

PERSONALLY APPEARED Renee Ramsey

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 Patricia M. Simas

PATRICIA M. SIMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1312148
SACRAMENTO COUNTY
My Comm. Exp. August 1, 2005

This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

The Continental Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Labor and Material Bond
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W Pratt, B G Midstokke, Renee Ramsey, Individually

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 25th day of March, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of March, 2004, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: tha he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/17/06

My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 20 day of September, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis Assistant Secretary

Form F6850-11/2001

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain Insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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

Bond No. **929327182**

Dated: **September 20, 2004**

Form F7310

Sacramento Metropolitan Fire District

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

RICK MARTINEZ
Fire Chief

June 9, 2004

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

Re: Villages of Zinfandel Unit 6C, 0000 Zinfandel Dr., Rancho Cordova, Ca 95670
Plan Check Number: 2004-1440

This correspondence is offered as verification that the above referenced project is within the Sacramento Metropolitan Fire Protection District. The development will be provided with fire and life safety protection. The nearest fire station is located 3180 Kilgore Road, which is approximately 2 mile(s) from the project location.

The developer must provide and install the necessary fire hydrants and roadways to meet the specifications of the Sacramento Metropolitan Fire Protection District. The fire hydrants and access roads must be provided prior to any construction or storage of combustible materials on site.

The minimum required fire flow for residential developments with one- and two-family dwellings having a fire area per building not exceeding 3600 square feet including the garage, covered patios and porches is 1000 gallons per minute at 20 pounds per square inch. A special review and certificate of release is required for dwellings over 3,600 square area including the garage, covered patios and porches. Dwellings with a fire area of 3,601 to 4,800 square feet including the garage, covered patios and porches require 1,750 gallons per minute available fire flow above peak domestic demand. Dwellings with a fire area of 4,801 to 6,200 square feet including the garage, covered patios and porches including attached garages require 2,000 gallons per minute available fire flow above peak domestic demand. Larger houses will require additional fire flow. In areas where the minimum required fire flow is not available, an automatic fire sprinkler system may be required.

If I may answer any questions or be of any further assistance in this matter, please feel free to contact me at (916) 942-3300.

Sincerely,

Michael Dobson
Assistant Chief, Fire Marshal

cc: File

Southern California
WATER COMPANY
A Subsidiary of American States Water Company

April 30, 2004

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

VILLAGES OF ZINFANDEL UNIT NO. 6C - Proposed Final Map No. 02-0263.6 containing 45 residential lots and 2 miscellaneous lots. The project can be further identified as being a portion of Parcel 7 of the "Cook Capitol Center" Parcel Map.

Dear Mr. Batts:

Water service is available to this site from our Cordova water system. The Cordova system is currently supplied by multiple ground water wells and surface water treated at our Coloma Treatment Plant. Service to this site can be provided from our existing water facilities within Kilgore Road, International Drive and other facilities constructed as part of the Villages of Zinfandel development.

Upon completion of satisfactory financial arrangements under our Main Extension Rule, Southern California Water Company will provide water service to this project. In accordance with analyses performed for the Villages of Zinfandel Master Development Plan, this unit (project) requires the developer participate in the construction of special facilities prior to the Company providing water to the project.

Sincerely,

Scott D. Fort, P.E.
Northern District Engineer

Cc: M. Benbow, Arden-Cordova Water Service
M. Nisenboym, Southern California Water Company

3035 Prospect Park, Ste. 60, Rancho Cordova, CA 95670
Tel: (916) 853-3600 Fax: (916) 852-0171

WOOD RODGERS

1070.034

September 8, 2004

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

RE: Final Map for Villages of Zinfandel Unit No. 6C

To Whom It May Concern:

This letter is to assure the City of Rancho Cordova that there are sufficient funds available to ensure that the monuments shown on the above-referenced Final Map will be set by the date indicated on said Map. We do not require a bond be taken by the City of Rancho Cordova for the setting of these monuments.

Sincerely,

WOOD RODGERS, INC

Michael E. Long, P.L.S.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 52-2004

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION SUBJECT TO VOTER CONFIRMATION FOR THE LUYUNG DRIVE PHASE 4 SUBDIVISION,

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 15 of the Rancho Cordova Special Police Tax Area.

This tax is a special tax within the meaning of Section 4 of the Article XIIIA of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 15.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to

AGENDA ITEM # 6

the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3.B herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 15" ("Zone 15") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 15 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 15 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 15 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 15 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax Per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any

increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 15 for the then current fiscal year, as set forth below.

For each Land Use Code Category on Exhibit C, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel for then Current Fiscal Year	=	Tax Per Parcel for First Fiscal Year	X	Consumer Price Index for the Period from April of Immediately Preceding Fiscal Year to April of then Current Fiscal Year

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and

ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be

deducted from the collected taxes.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 15 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 15 in an election to be held no later than November 1, 2004 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2005.

ADOPTED, THIS 18th day of October, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
LINDA BUDGE, MAYOR

ATTEST:

_____
LILLIAN E. HARE, CITY CLERK

Exhibit A

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1

PARCEL 1, AS SAID PARCEL 1 IS SHOWN ON THAT CERTAIN PARCEL MAP WITH THE SUBDIVISION NO. RC-03-039, FILED IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.

PARCEL 2

PARCEL 2, AS SAID PARCEL 2 IS SHOWN ON THAT CERTAIN PARCEL MAP WITH THE SUBDIVISION NO. RC-03-039, FILED IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.

Exhibit B

[Map of Property]

Exhibit A

TENTATIVE PARCEL MAP

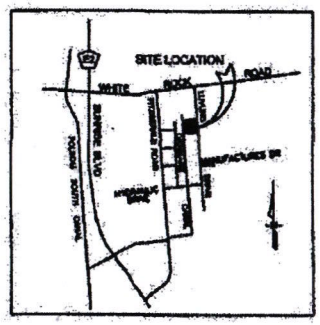
APN: 072-045-033

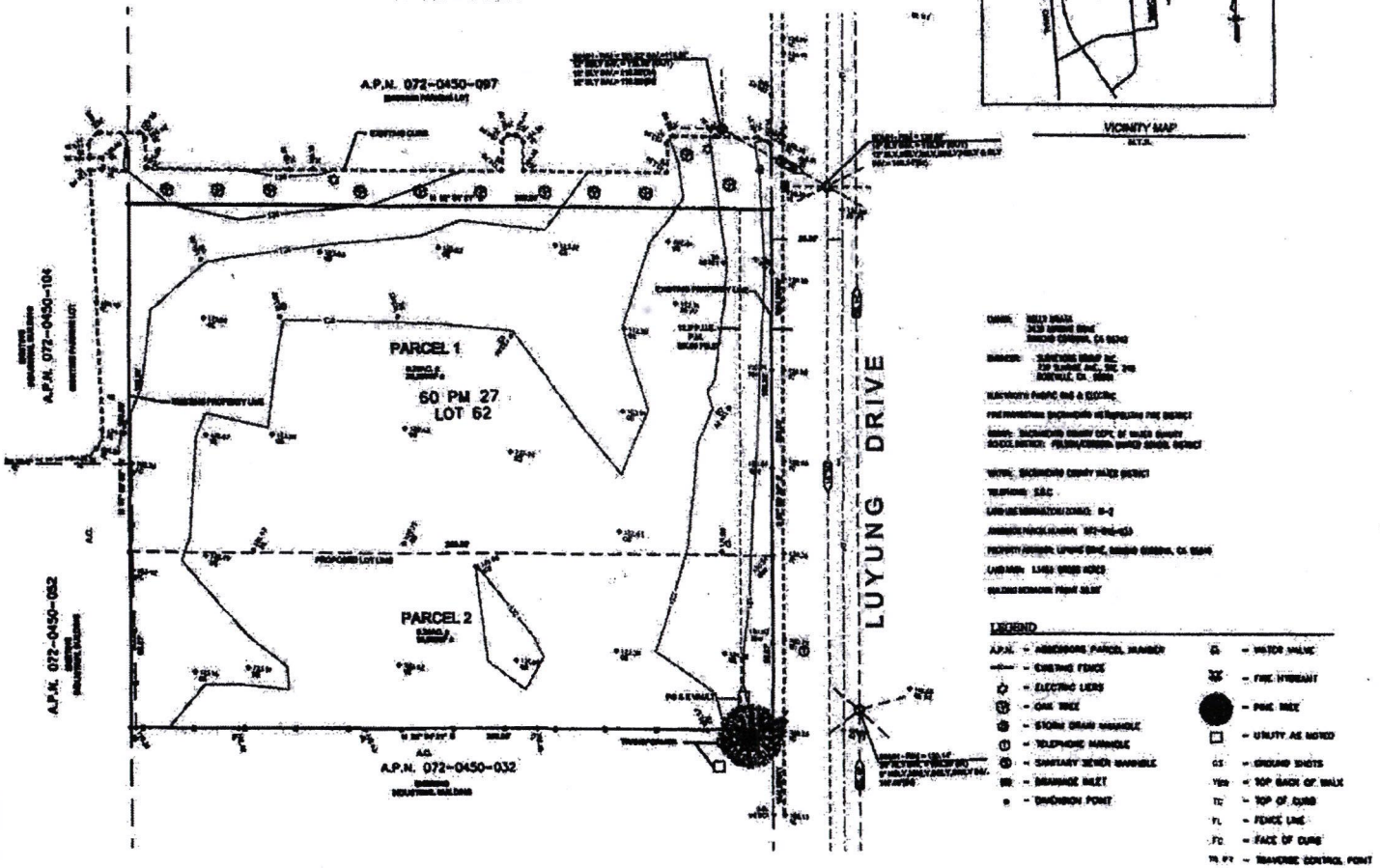
LUYUNG DRIVE,
RANCHO CORDOVA, CALIFORNIA

FOR:

KELLY URATA

OCTOBER, 2003





GRAPHIC SCALE

LEGEND

- A.P.N. - ASSESSORS PARCEL NUMBER
- EXISTING FENCE
- ELECTRIC LIDS
- OAK TREE
- STORM DRAIN MANHOLE
- TELEPHONE MANHOLE
- SANITARY SEWER MANHOLE
- DRAINAGE INLET
- ELEVATION POINT
- WATER VALVE
- FIRE HYDRANT
- PINE TREE
- UTILITY AS NOTED
- GROUND SHOTS
- TOP BACK OF WALK
- TOP OF CURB
- FENCE LINE
- FACE OF CURB

TITLE

TENTATIVE PARCEL MAP
APN: 072-045-033
RANCHO CORDOVA, CALIFORNIA
FOR: KELLY URATA

SURVEYORS GROUP, INC.
LAND SURVEYING CIVIL ENGINEERING

SHEET 1 OF 1

Exhibit C

Amount of Tax Per Parcel by Land Use Category

A. Industrial

The amount of Tax Per Parcel for all industrial Land Use Code Categories shall be $1,000 for each parcel.

B. Residential dwelling units

The amount of Tax Per Parcel for all residential dwelling Land Use Code Categories shall be $250 for each residential dwelling unit.

C. Other Non-Residential

The amount of Tax Per Parcel for other non-residential land uses (except Recreational and Agricultural) shall be $ .015 for each square foot of gross parcel area.

Stacy Delaney

From: Stacy Delaney
Sent: Friday, June 5, 2020 10:23 AM
To: Shelly Blanchard
Subject: RE: Permission to re-purpose grant funds

Hi Shelly,

I think this concept is very reasonable and prudent. Allowing unspent funds from the existing programs you describe makes sense and will position these leagues to have strong seasons once the restrictions are lifted and parent concerns over the safety of sports in light of COVID-19 returns.

Once you talk to the RCAA and a decision is made let me know. My plan was to do one mass extension (amendment) for those CCC programs that were going to be extended due to COVID-19 impacts. In the case where funding may be reallocated to different uses like what you describe below, I will probably do it a little differently – more like a traditional amendment.

Regards,

Stacy

Stacy Delaney, CAP, OM, PM
Community Enhancement Analyst II
City Manager's Office
City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
(916) 851-8878 (Direct)
(916) 851-8787 (Fax)
www.cityofranchocordova

RANCHO CORDOVA
CALIFORNIA

From: Shelly Blanchard <shelly@cordovacouncil.org>
Sent: Friday, June 5, 2020 6:23 AM
To: Stacy Delaney <sdelaney@cityofranchocordova.org>
Subject: Permission to re-purpose grant funds

Stacy,

The RCAA has been meeting to assess impacts of the corona virus on existing leagues.

As you probably know, the abrupt shutdown of youth sports in mid-March occurred just days before the opening of both the Girls Softball and Little League seasons. At that point in the season, thousands of dollars had been spent on season start-up costs which are covered by registration fees. Now that there appears to be little hope of recovering these seasons, parents are understandably demanding those registration fees back. Since the money has already been spent, these two leagues are either unable to meet this demand or will deplete all operational funding they hold in reserve,

endangering the future. Further, we are now learning that this loss of registration fees has prompted parents to forgo signing up for other sports scheduled for fall for fear the same thing will happen. For example, RC Soccer registration, which does not open until fall, is at about 20 percent of normal because of this.

Here's the question: Would the City of Rancho Cordova entertain a proposal to allow a percentage of Community Enhancement Funds to be allocated to corona virus relief to allow Girls Softball and Little League to refund current year registration fees at 100 percent? This would have the effect of restoring parent confidence, not only in these two leagues, but other leagues as well. It would shut down the rumor mill that is causing parents to withdraw from Rancho Cordova leagues and look to surrounding communities where youth sports are actually continuing (Roseville, for example).

The concept would be to access unspent funds from existing programs like field renovations and publicity programs for this purpose. Naturally, we could need a vote of all the leagues to bless this bail out of these two legacy leagues.

I have more work to do on the amounts of cash that would be needed for this purpose, and a meeting of RCAA members would need to be scheduled to vote on this idea, but before investing more effort, I want to make sure this exceptional solution to an exceptional situation would be acceptable to the city.

Shelly Blanchard
Executive Director
Cordova Community Council
2729 Prospect Park Drive Ste. 117
Rancho Cordova CA 95670
(916) 273-5707

City Council Staff Report

Date: October 18, 2004
Project: Anatolia I, Village 4
File: RC-04-080
Request: Design Review for Model Homes in Anatolia I, Village 4
Location: East of Sunrise Blvd., north of Chrysanthy Blvd., west of Jaeger Road in Anatolia I Subdivision, within the SunRidge Specific Plan.
APN: 067-0030-009
Planner: William Campbell

APPLICANT/OWNER/DEVELOPER:	Architect
Lennar Communities-Renaissance Homes 1075 Creekside Ridge Rd #100 Roseville, CA 95673	Packowski Heinritz Associates Sacramento, CA

Recommendation:

1. City Council find the Mitigated Negative Declaration prepared for the Anatolia Subdivisions is adequate and addressed the environmental impacts of the project according to CEQA.

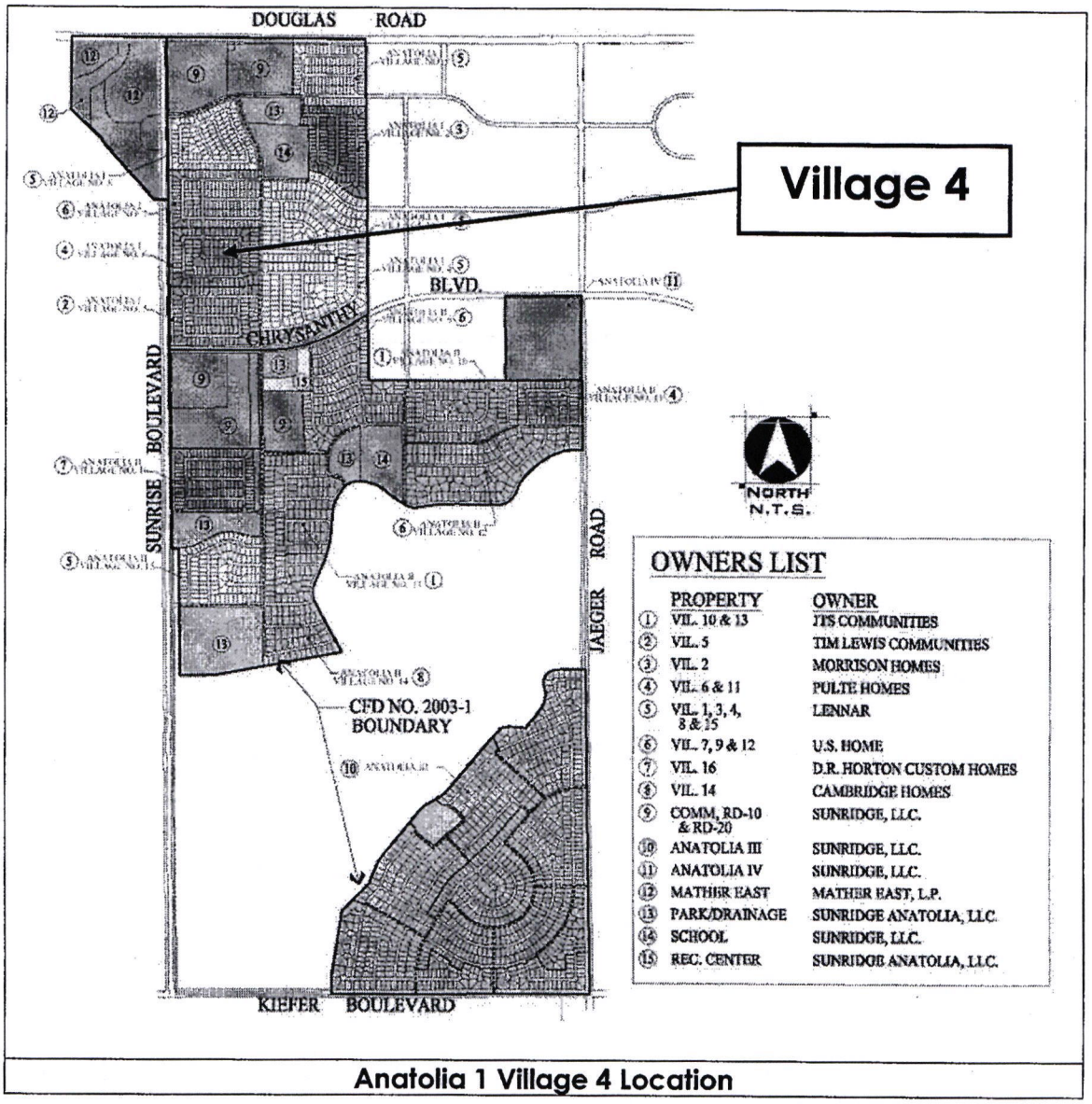
2. The City Council of the City of Rancho Cordova adopt Resolution 161-2004 approving Design Review for project No. RC-04-080, subject to the findings in the resolution and the attached Design Package and Conditions of Approval.

Analysis:

After the Planning Commission meeting of August 26th, the applicants and staff met to discuss alternate floor plans that could be inserted into the design package, in order to meet the City's design Policies. *Renaissance Homes* has provided additional floor plans they believe will meet the design and satisfy the garage orientation policies. They have reduced the total number of floor plans from seven to six.

Anatolia I, Village 4 is within the Sunridge Specific Plan and is located on the exhibit shown on next page. The zoning for this subdivision is RD-5 with an average lot size of 65 X 117 (7,605 square feet), which is consistent with the required development standards for this zoning. There will be 117 single-family residential lots within Village 4. *Renaissance Homes* is providing 6 floor plans (two single-story and four two-story models) ranging in size from 2,176 to 3,733 square feet. The homes will have three architectural styles and four color samples for each architectural style.

AGENDA ITEM # 7



Anatolia 1 Village 4 Location

The City's adopted Design Review Ordinance provides findings that all projects requiring design review must meet. Those findings are as follows:

Design Review for Model Home Plans

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

4. *Landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street; and*
5. *Encourage home designs with a wide range of pricing levels to accommodate all income levels within the City.*

Evidence Addressing the Findings

1) The developer has presented a design package which includes six different floor plans that will have three elevations per plan, for a total of eighteen basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of 60 different compositions within the tract. The side and rear elevations provide trim molding around the windows and doors with no building articulation or pop-out architectural features. These styles are characterized by the following descriptions:

Elevation A: This style has low pitched roofs with a combination of hips and gables. Arches over the window and door openings are strong characteristics of this style. Flat concrete tile roofs, shaped stucco brackets, ogee gutters and round downspouts are all significant elements that carry through the eave and rake detailing, along with wrought iron and round canales.

Elevation B: A blend of stucco and stone will create rich character. Details found with this style are arched soffits at key locations, louvered shutters and wrought iron accents. Doors and windows are adorned with classic lintel and sill trims. This style also utilizes the combination of the villa style roof, exposed rafter tails, and awnings in the front elevation.

Elevation C: This traditionally quaint style is a blend of French and English influences. The use of steeper and multi-pitched roofs and accented by dormers that create a focal point, the roof becomes a very distinctive element for this style. The eave details are finished with curved and profile gutters, plank wood shutters, wrought iron railings, horizontal siding at the gable ends and the use of (concrete) shake roofing title.

The applicant has submitted 4 of the 6 plans (Plans 581, 583, 584 and 586) that merit favorable consideration in meeting the intent of the "Garage Orientation and Placement Policy", to reduce the appearance of garage doors fronting the street. All four plans present some form of a living space/porch feature forward of the garage door plane; however, plans 582 and 585 do not present projects in front of the main portion of the building and staff does not believe these designs are as strong as the other three to qualify as an alternative design.

2) Renaissance Homes is not proposing to pre-plot the homes on the lots; therefore, the Planning Department will review individual plans for compliance with setbacks and also to ensure the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. Staff has placed the same criteria for unit placement within the Conditions of Approval to ensure there will be no building repetition, duplication of color schemes and to control the mass of buildings along the street.

3) Village 4 will be developed in ten phases, as depicted in the exhibit included in the design package. Staff has reviewed the color samples proposed for the homes and the body colors are generally beige in tone, with various trim and accent colors. The City Council, during their deliberations of Village 1, discussed the monotone or sameness of the body color and a suggestion was made that other body colors be used, beside beige. It is staff's opinion that the applicant should develop alternative color schemes for the design package, prior to the project approval by the City Council.

4) Staff has reviewed the proposed landscape and planting plans for the models (sheet L1). The Applicant is proposing two, fifteen gallon street trees in the front yard set back on each lot and additional trees in the side street setback. The applicant is also proposing accent trees and accent shrubs and groundcover.

5) The model homes include two single story and four two-story models that will provide a range of prices and sizes of homes in the Village 4. The design package indicates the base model, with options to up-grade exterior and interior finishes of the home.

Planning Commission Meeting

The Planning Commission on September 23, 2004 reviewed the design package for project RC-04-080, model homes for Renaissance Homes. No one from the public spoke for or against the project. The Commission reviewed the plans and the conditions and made no changes to the proposal. The Commission unanimously approved a recommendation to the City Council for approval, subject to the findings in the staff report, the Design Package and the Conditions of Approval.

Environmental Analysis:

The Anatolia I, II and III projects were analyzed within an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant. No further assessment is required for the design review for the home design.

Conclusion:

The applicant has presented a design package for Anatolia I, Village 4 which are consistent with the design guidelines of the Specific Plan and the City's Design Review Ordinance. Specifically, the design of the house plans meet the Garage Orientation Policy, the front setbacks are off set enough by the living space projects to provide added articulation to the street mass, however, the color samples do not provide enough variation from the basic beige color.

Financial Implications to City:

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

Recommended Motions:

1. "I move the City Council find the Mitigated Negative Declaration for Anatolia I, Village 4 is adequate for the environmental review, under California Environmental Quality Act Guidelines (CEQA)".

2. "I move the City Council adopt Resolution 161-2004 approving the Design Review for Project No. RC-04-080, subject to the findings and evidence included in the resolution, as submitted in the Design Package (Exhibit A) and Conditions of Approval (Exhibit B)."

Attachments:

1. Resolution No 161-2004, including Design Review Package (Exhibit A) and the Conditions of Approval (Exhibit B).
2. Planning Commission Minutes September 23, 2004.
3. Design Package
4. 500' Radius Map and Owner Labels.

Attachment 1

RESOLUTION # 161-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR ANATOLIA I, VILLAGE 4 PROJECT # RC-04-080

WHEREAS, Renaissance Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for Anatolia I, Village 4; and

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

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

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

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

Findings:

1. CEQA

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

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

2. DESIGN REVIEW

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

Findings:

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

Evidence:

1) The developer has presented a design package which includes six different floor plans that will have three elevations per plan, for a total of eighteen basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of 60 different compositions within the tract. The side and rear elevations provide trim molding around the windows and doors with no building articulation or pop-out architectural features.

The applicant has submitted 4 of the 6 plans (Plans 581, 583, 584 and 586) that merit favorable consideration in meeting the intent of the "Garage Orientation and Placement Policy", to reduce the appearance of garage doors fronting the street. All four plans present some form of a living space/porch feature forward of the garage door plane; however, plans 582 and 585 do not present projections in front of the main portion of the building and staff does not believe these designs are as strong as the other three to qualify as an alternative design.

2) Renaissance Homes is not proposing to pre-plot the homes on the lots; therefore, the Planning Department will review individual plans for compliance with setbacks and also to ensure the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. Staff has placed the same criteria for unit placement within the Conditions of Approval to ensure there will be no building repetition, duplication of color schemes and to control the mass of buildings along the street.

3) Village 4 will be developed in ten phases, as depicted in the exhibit included in the design package. Staff has reviewed the color samples proposed for the homes and the body colors are generally beige in tone, with various trim and accent colors. The City Council, during their deliberations of Village 1, discussed the monotone or sameness of the body color and a suggestion was made that other body colors be used, beside beige. It is staff's opinion that the

applicant should develop alternative color schemes for the design package, prior to the project approval by the City Council.

4) Staff has reviewed the proposed landscape and planting plans for the models (sheet L1). The Applicant is proposing two, fifteen gallon street trees in the front yard set back on each lot and additional trees in the side street setback. The applicant is also proposing accent trees and accent shrubs and groundcover.

5) The model homes include two single story and four two-story models that will provide a range of prices and sizes of homes in the Village 4. The design package indicates the base model, with options to up-grade exterior and interior finishes of the home.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of October, 2004

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____
LILLIAN HARE
CITY CLERK

ILLUSTRATIVE PLAN AREA MAP

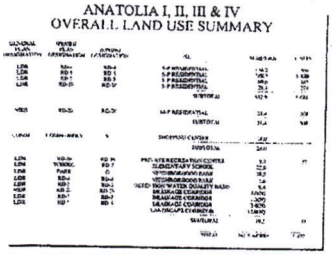
ANATOLIA

(A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA)
SACRAMENTO COUNTY, CALIFORNIA

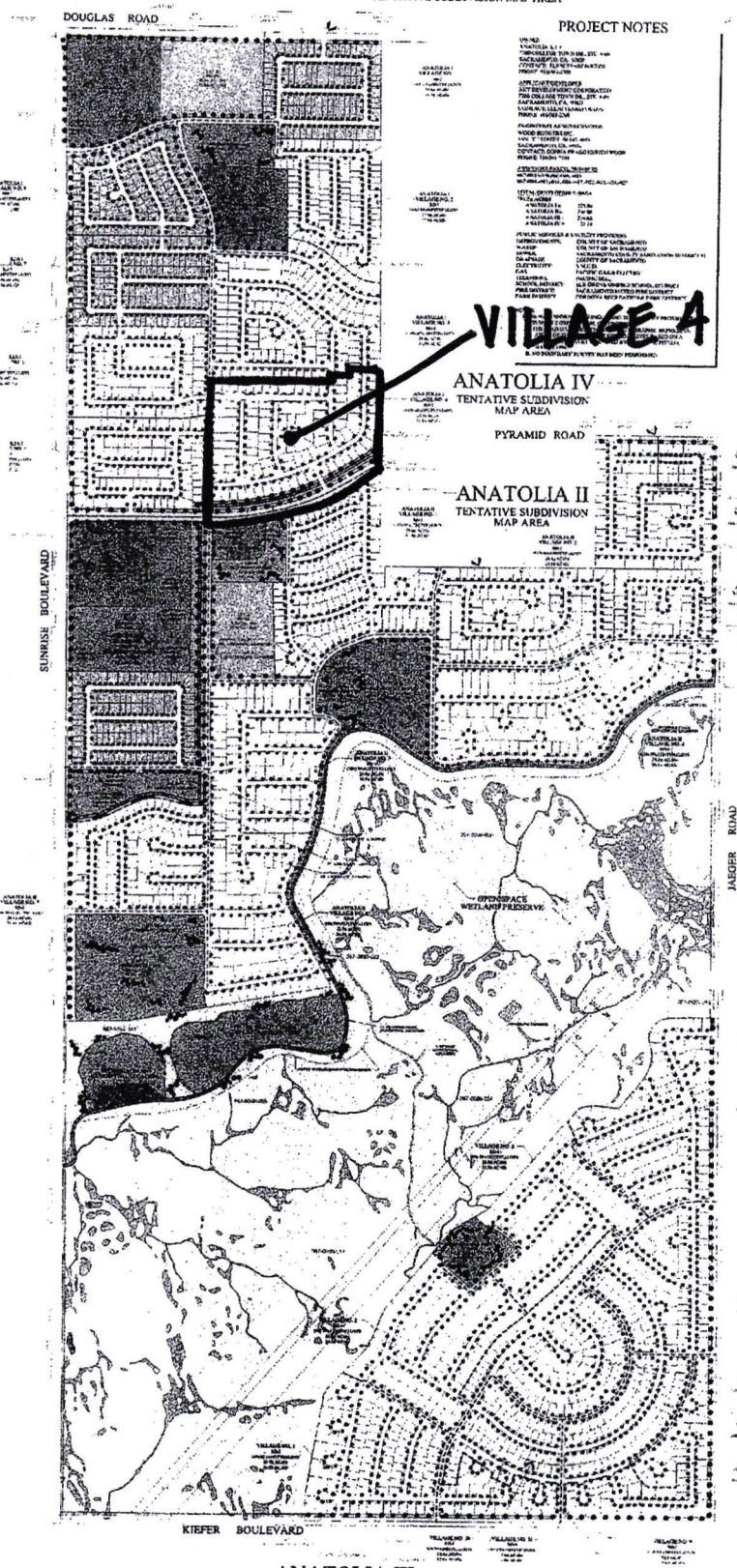
APRIL 1, 2001
(REVISED MARCH 15, 2002)
(REVISED DECEMBER 5, 2002)
(REVISED SEPTEMBER 5, 2003)

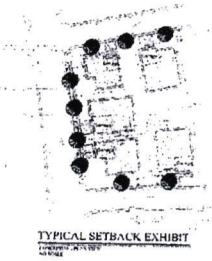
Exhibit A

ANATOLIA I, II, III & IV OVERALL LAND USE SUMMARY



LOCATION MAP





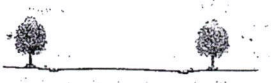
TYPICAL SETBACK EXHIBIT

SUNRISE BOULEVARD

DOUGLAS ROAD

PYRAMID ROAD, JAEGER ROAD, KIEFER BOULEVARD

COLLECTOR STREET



PRIMARY RESIDENTIAL STREET (W/O SPLIT SIDEWALK)

PRIMARY RESIDENTIAL W/SPLIT SIDEWALK

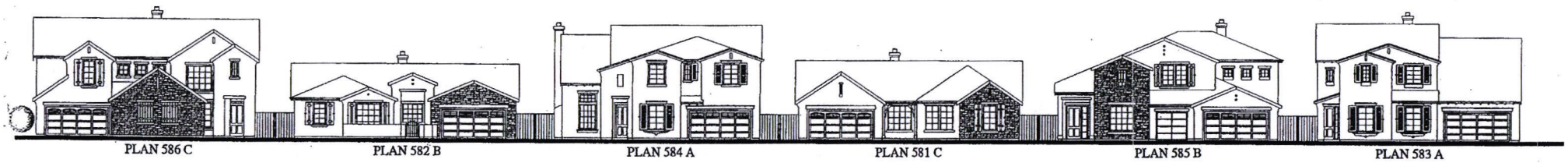
MINOR RESIDENTIAL STREET

DRAINAGE CORRIDOR

DRAINAGE CHANNEL W/CLASS I BIKE TRAIL

NOTE:
THE ILLUSTRATIVE MAP IS FOR CONCEPTUAL PURPOSES ONLY AND IS SUBJECT TO MODIFICATION WITHOUT NOTICE

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



Anatolia, Village 4

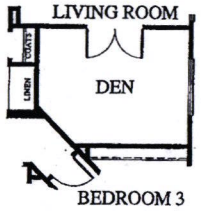
by Renaissance Homes

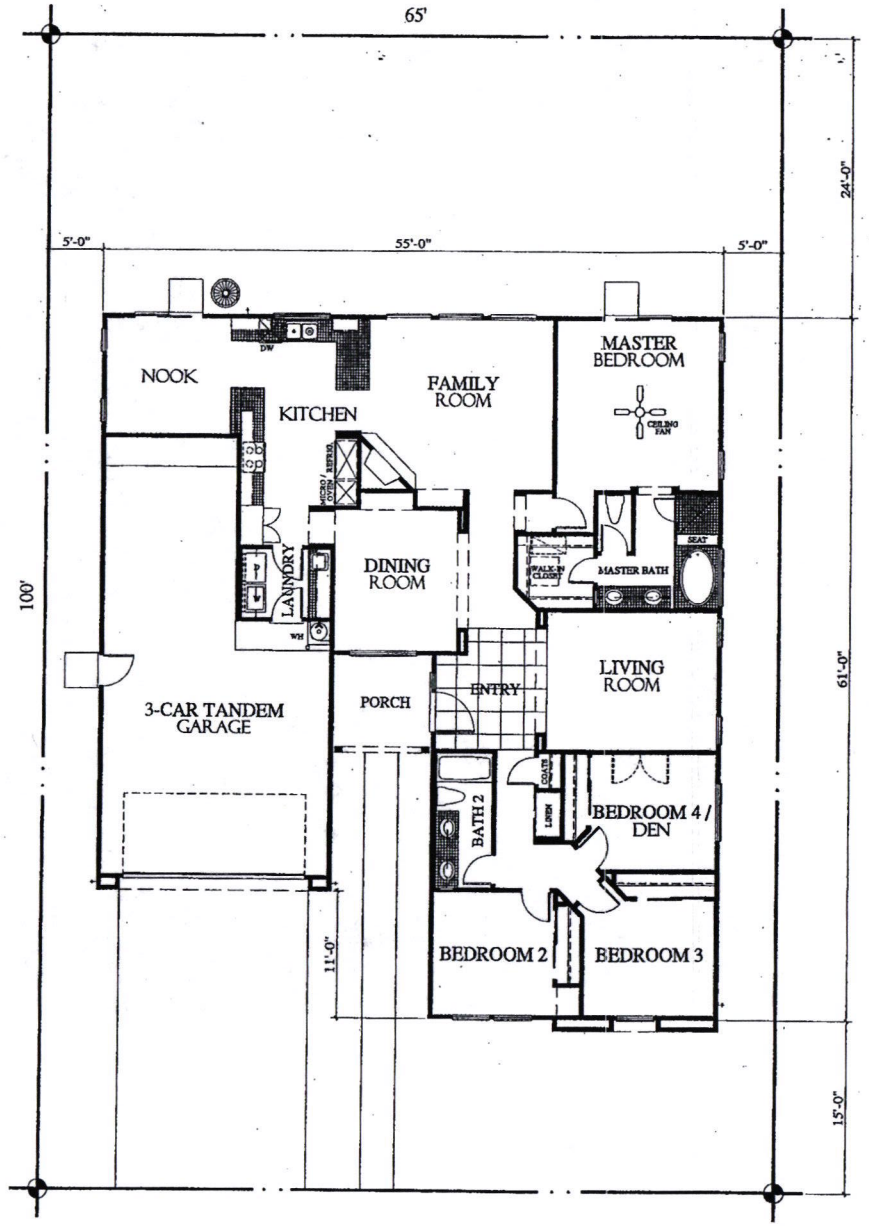
SCHEMATIC STREET SCENE

Anatolia, Village 4

(City of Ranch Cordova)

by Renaissance Homes
Plan 581 / 2176 s.f.



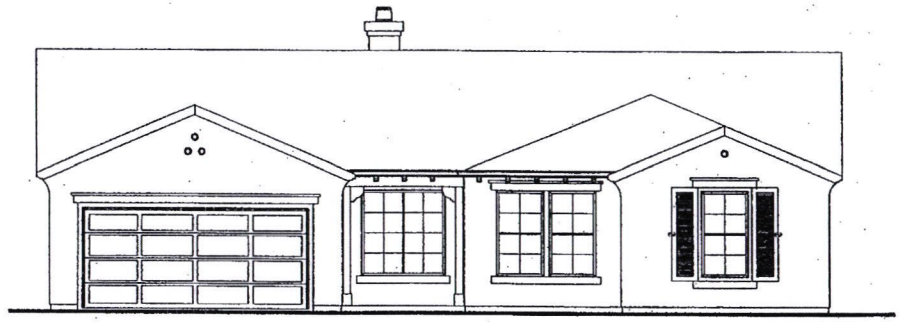


Typical Floor Plan

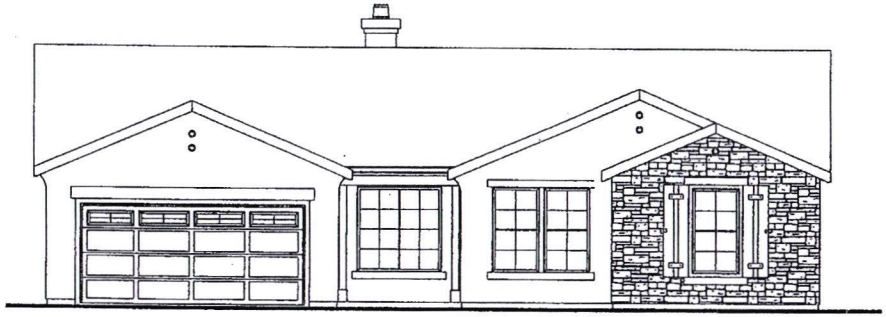
Anatolia, Village 4

by Renaissance Homes

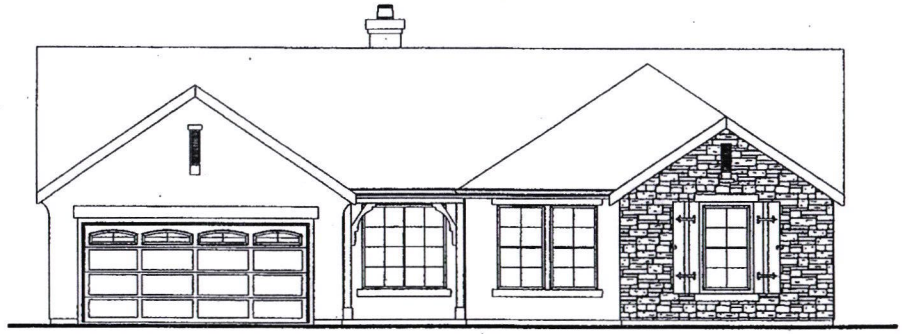
PLAN 581



Elevation A



Elevation B



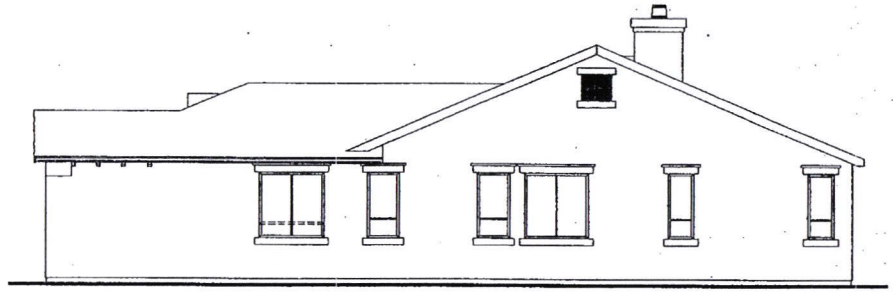
Elevation C

Front Elevation

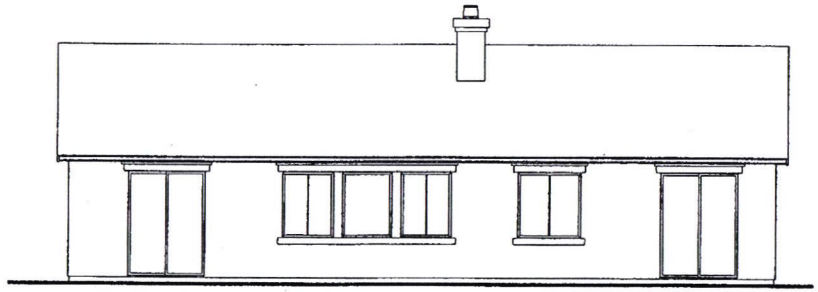
Anatolia, Village 4

by Renaissance Homes

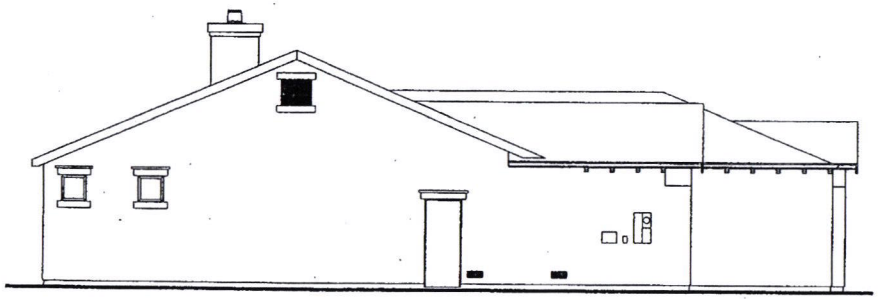
PLAN 581



Typical Right Side Elevation



Rear Elevation



Typical Left Side Elevation

Side, Rear Elevations

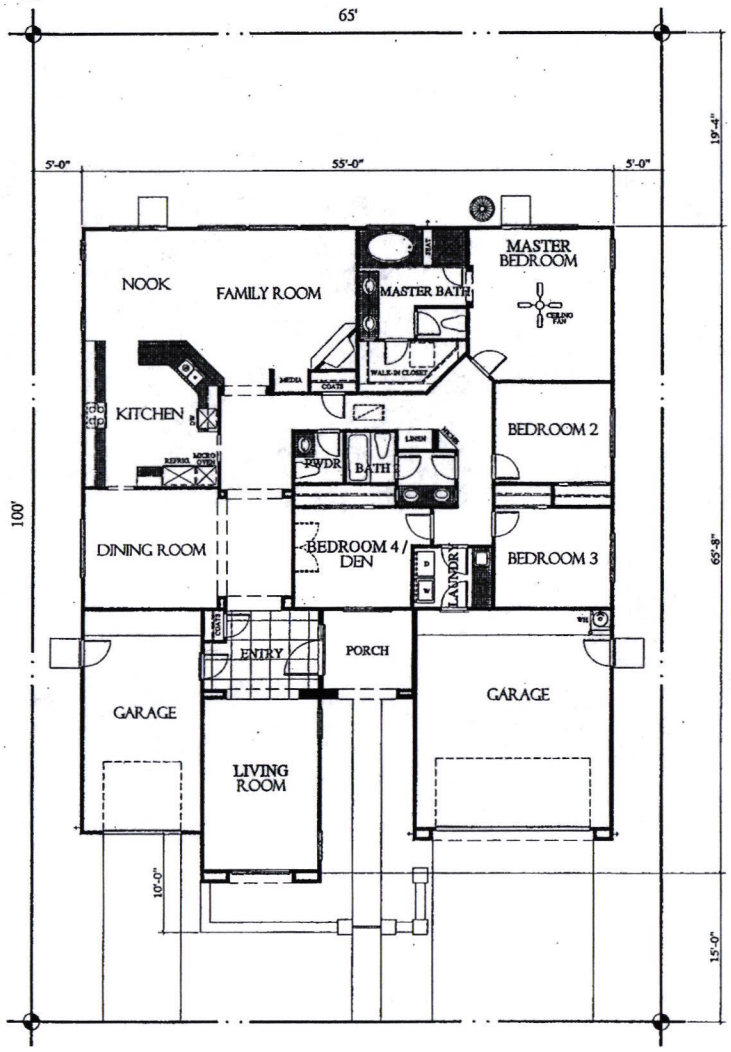
('A' elevation shown, 'B' & 'C' similar)

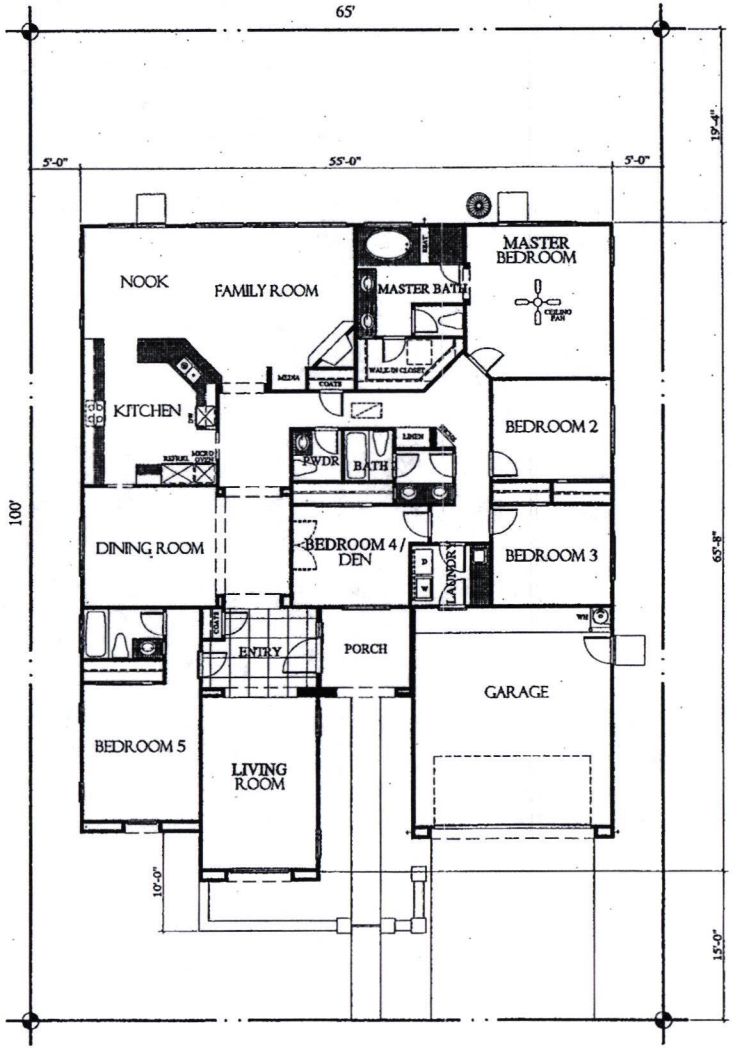
5584

Anatolia, Village 4

(City of Ranch Cordova)

Renaissance Homes
Plan 582 / 2483 s.f.





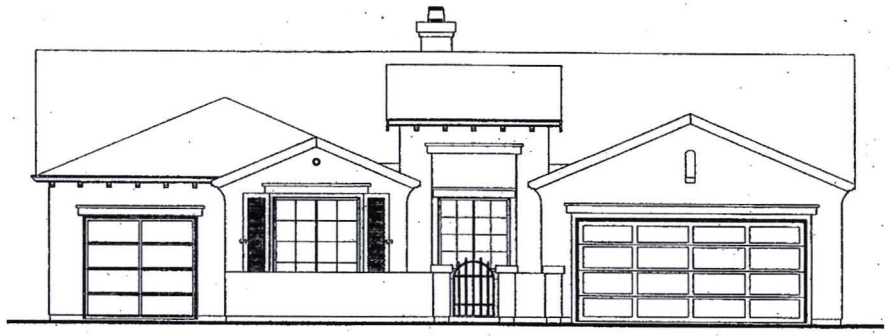
Typical Floor Plan

Optional Bedroom 5
(Adds approx. 280 s.f.)

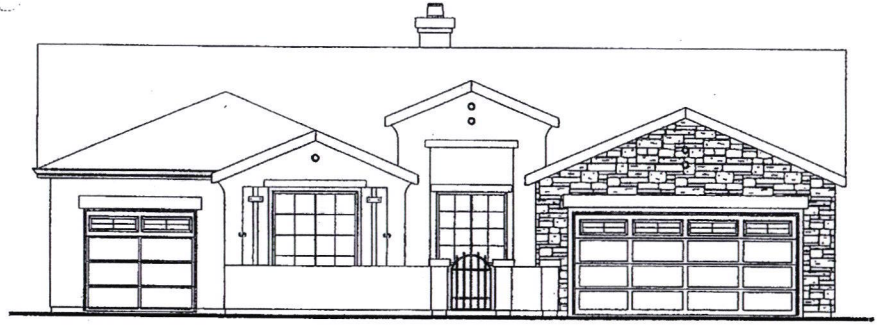
Anatolia, Village 4

by Renaissance Homes

PLAN 582



Elevation A



Elevation B

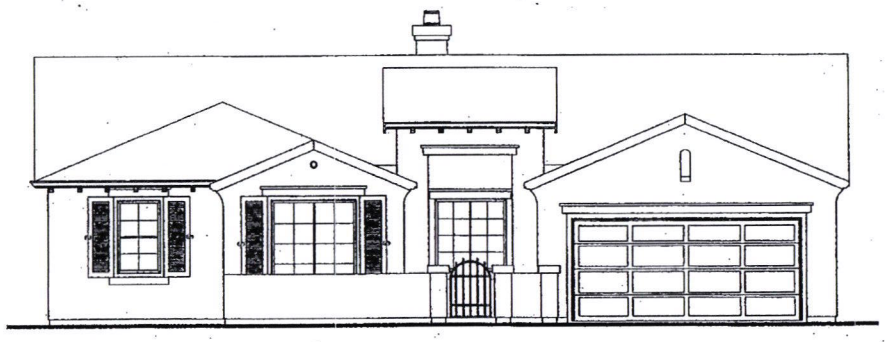
Elevation C

Front Elevation

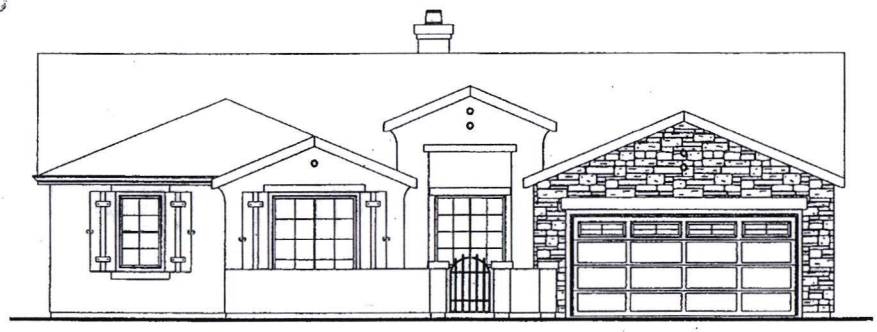
Anatolia, Village 4

by Renaissance Homes

PLAN 582



Elevation A



Elevation B

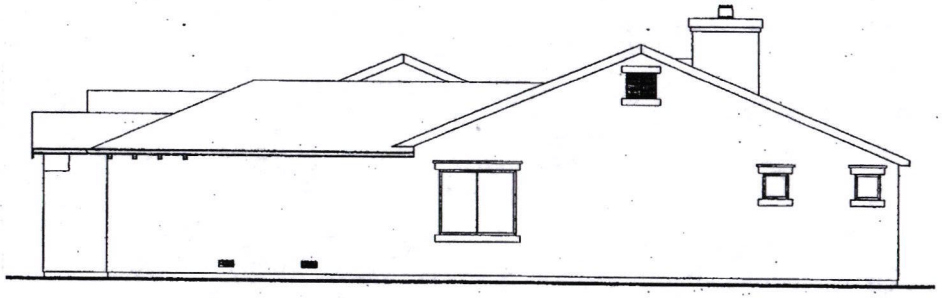
Elevation C

Front Elevation - Bedroom Option

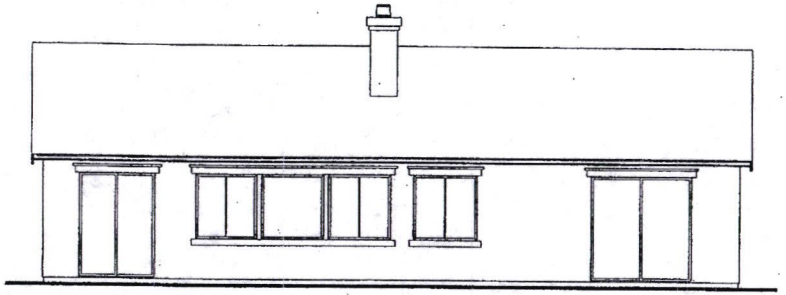
Anatolia, Village 4

by Renaissance Homes

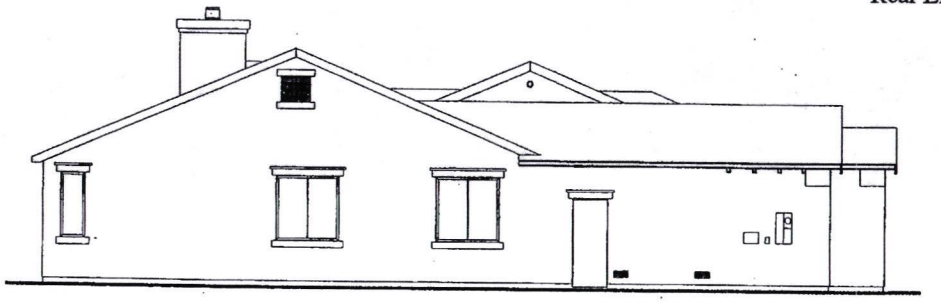
PLAN 582



Typical Right Side Elevation



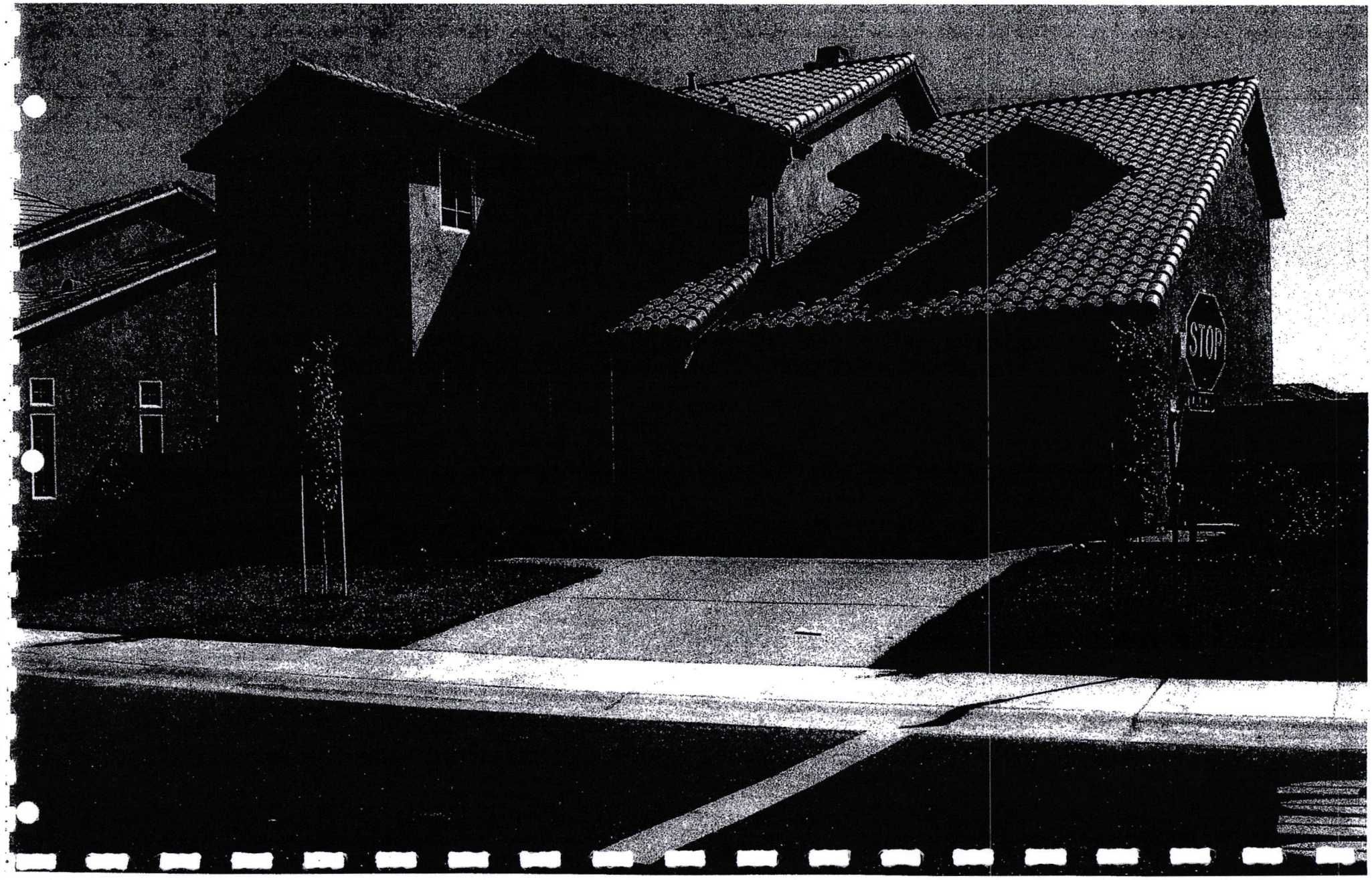
Rear Elevation



Typical Left Side Elevation

Side, Rear Elevations

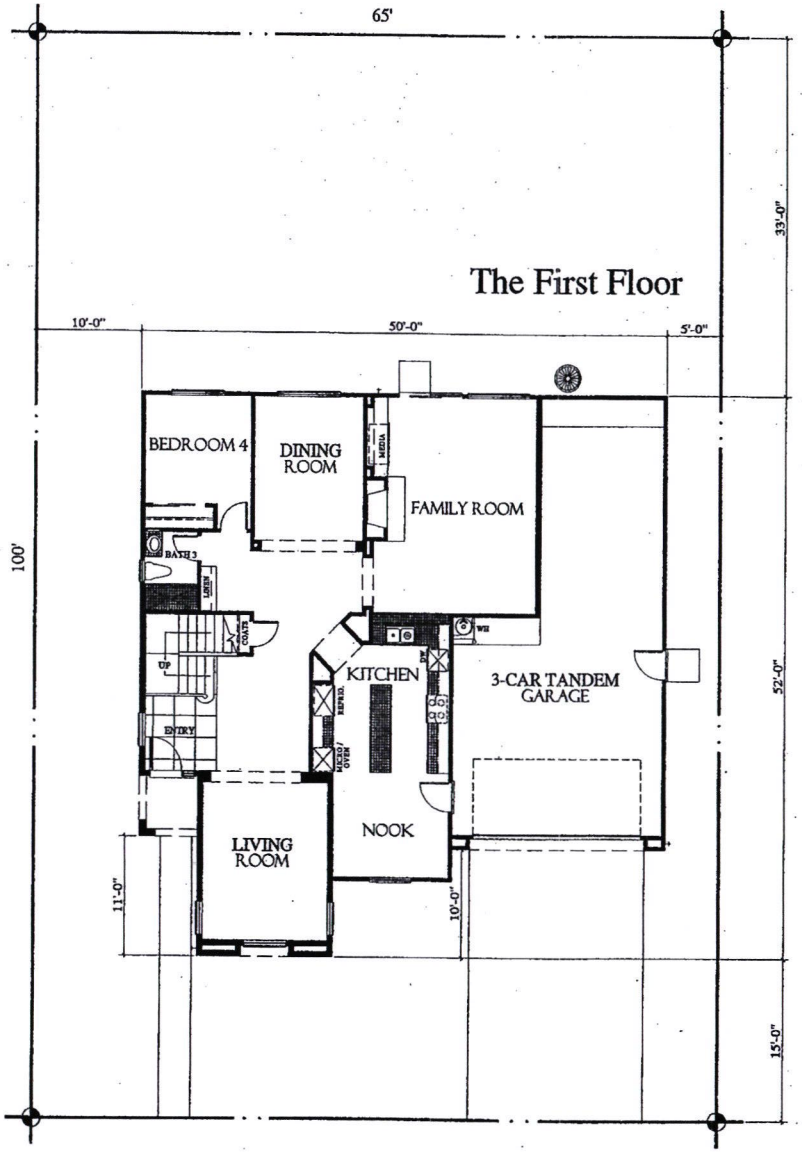
('A' elevation shown, 'B' & 'C' similar)


STOP

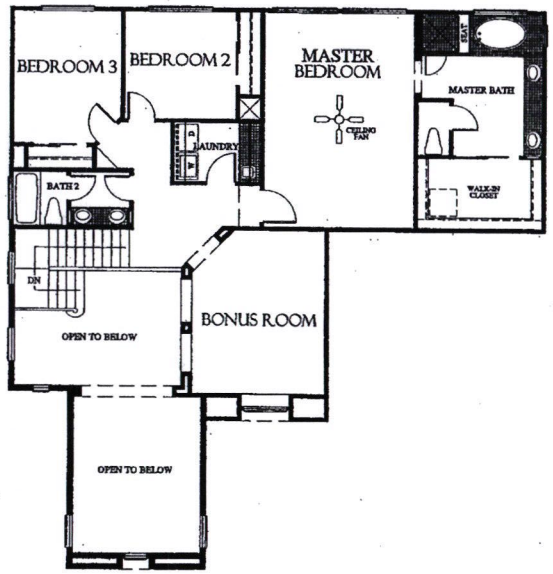
Anatolia, Village 4

(City of Ranch Cordova)

by Renaissance Homes
Plan 583 / 2771 s.f.



The Second Floor



Typical Floor Plan

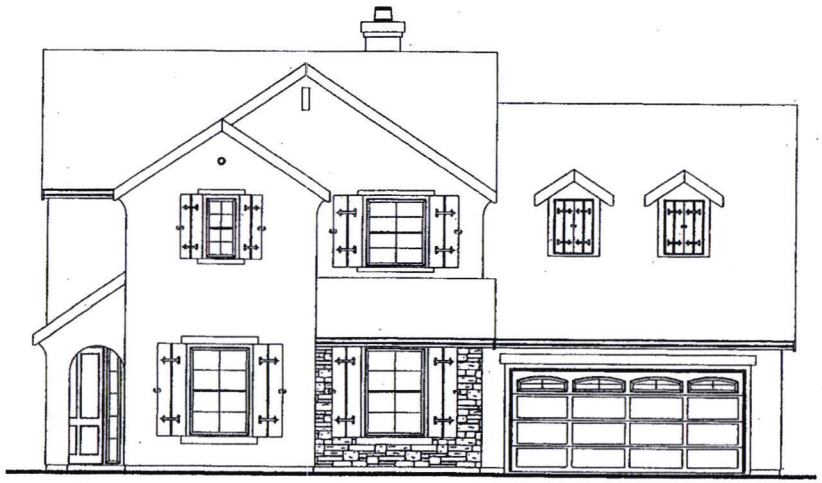
Anatolia, Village 4

by Renaissance Homes

PLAN 583

Elevation A

Elevation B



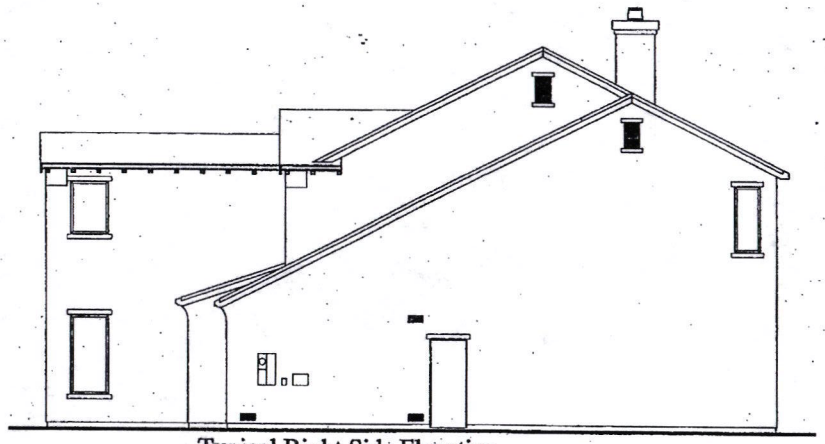
Elevation C

Front Elevation

Anatolia, Village 4

by Renaissance Homes

PLAN 583



Typical Right Side Elevation

Rear Elevation

Typical Left Side Elevation

Side, Rear Elevations

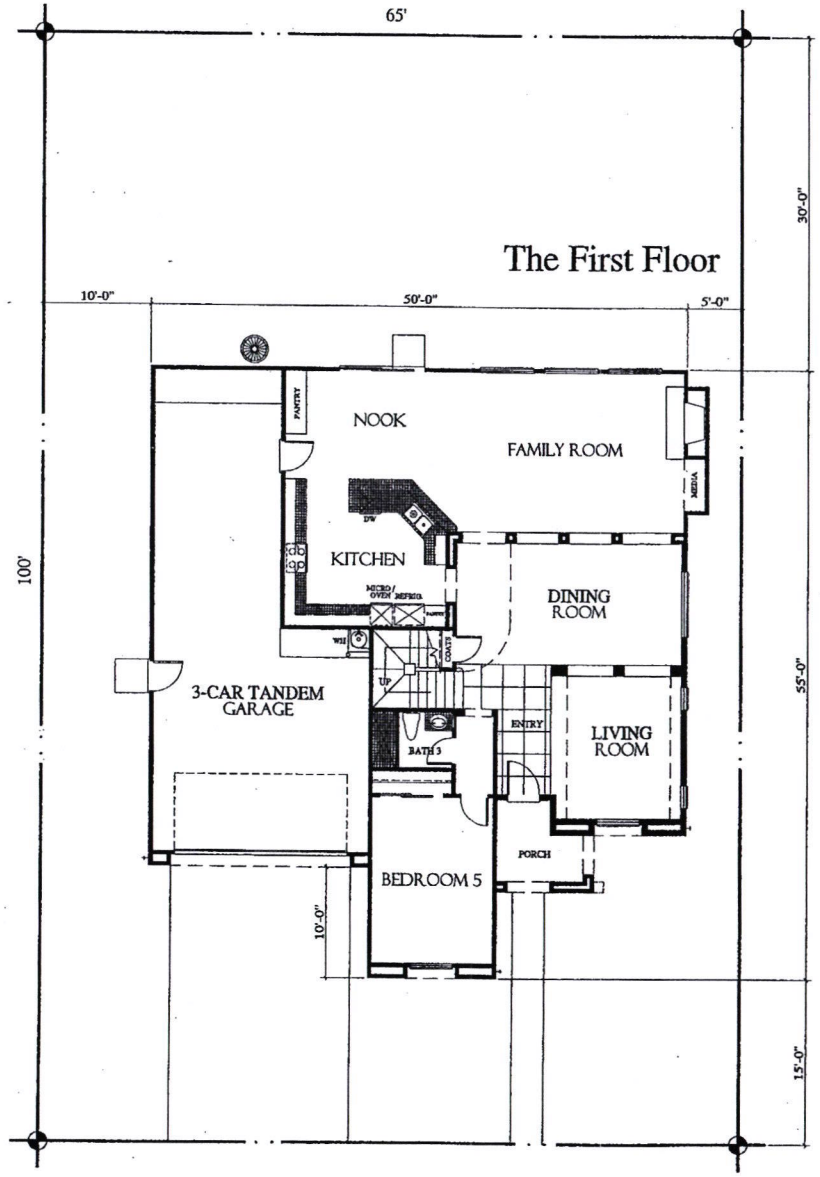
('A' elevation shown, 'B' & 'C' similar)

5510

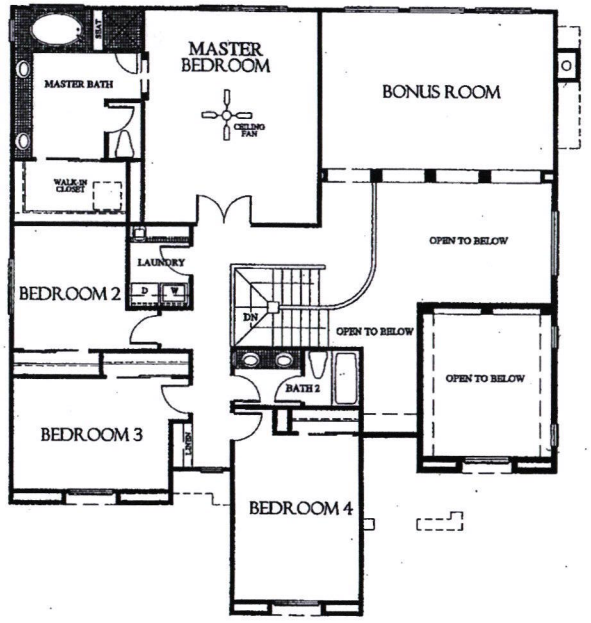
Anatolia, Village 4

(City of Ranch Cordova)

by Renaissance Homes
Plan 584 / 3278 s.f.



The Second Floor



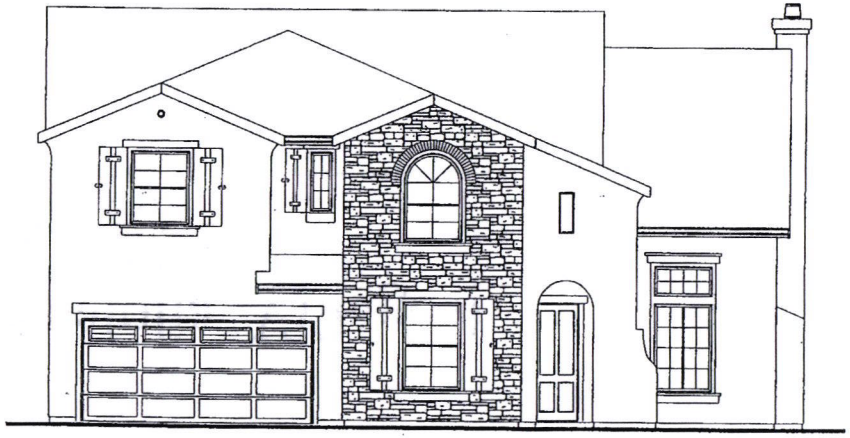
Typical Floor Plan

Anatolia, Village 4

by Renaissance Homes

PLAN 584

Elevation A



Elevation B

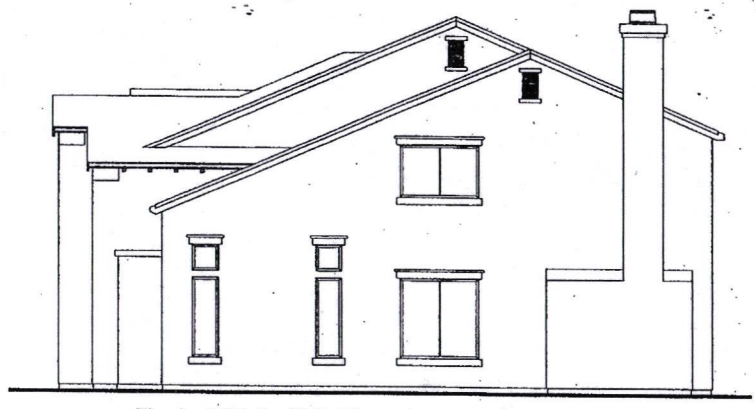
Elevation C

Front Elevation

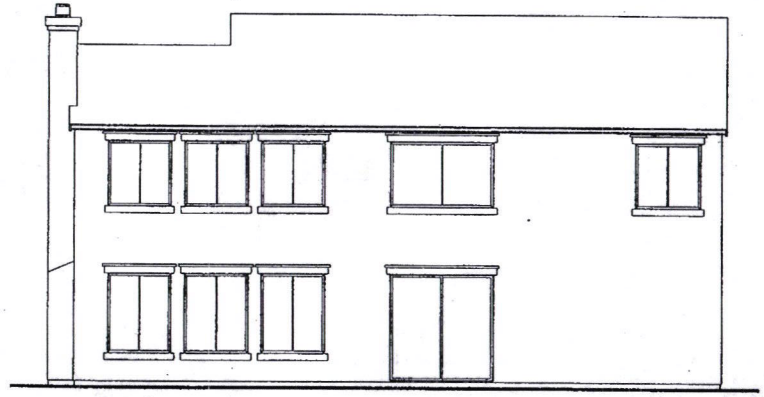
Anatolia, Village 4

by Renaissance Homes

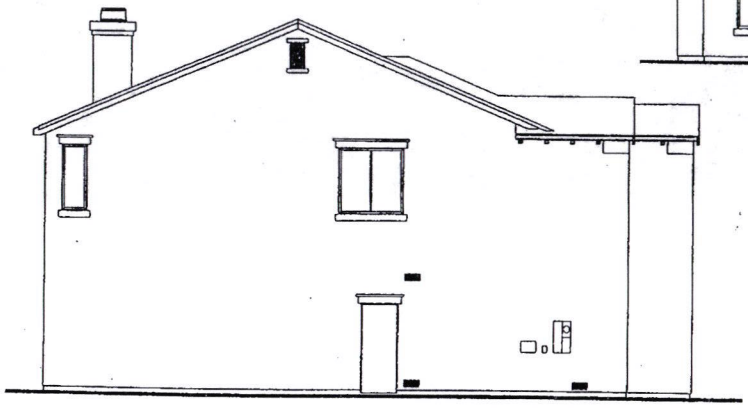
PLAN 584



Typical Right Side Elevation



Rear Elevation



Typical Left Side Elevation

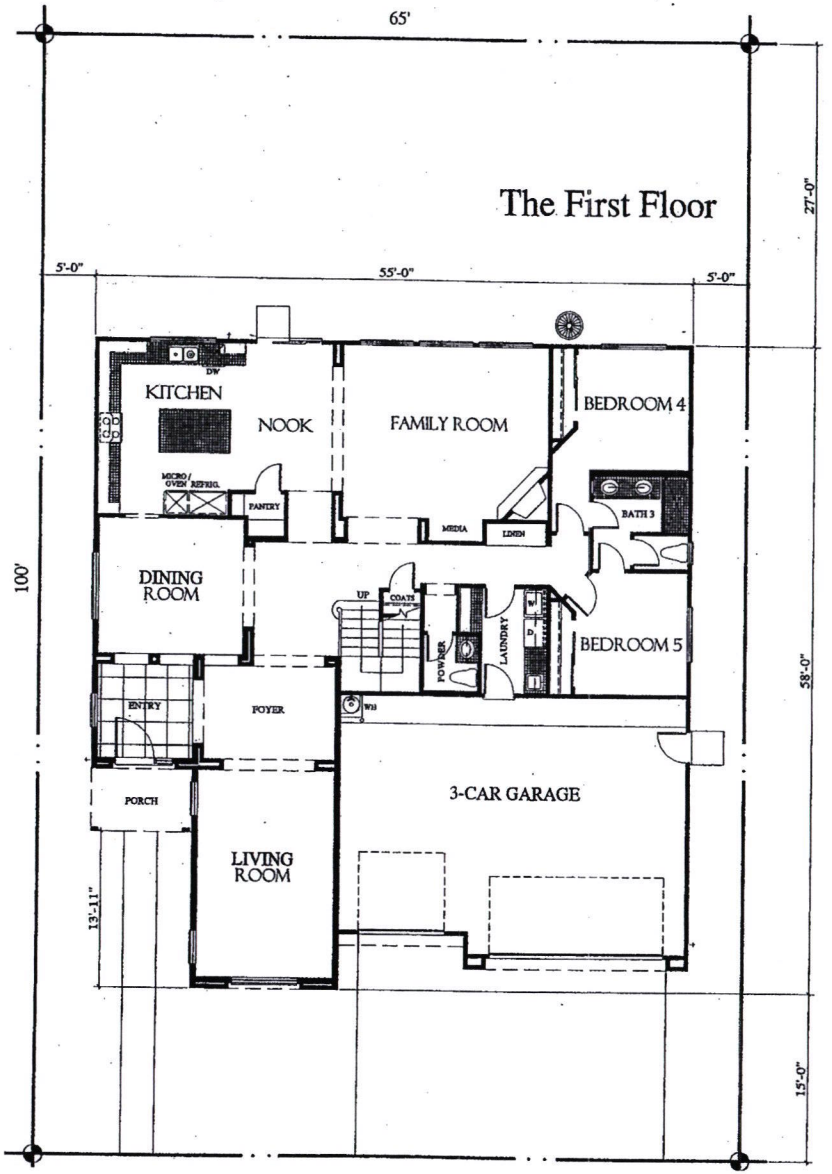
Side, Rear Elevations

('A' elevation shown, 'B' & 'C' similar)

Anatolia, Village 4

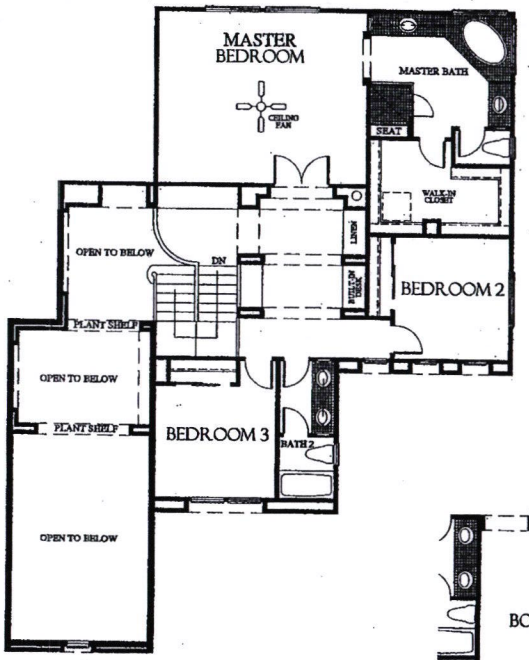
(City of Ranch Cordova)

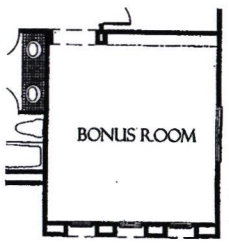
by Renaissance Homes
Plan 585 / 3335 s.f.



Typical Floor Plan

The Second Floor



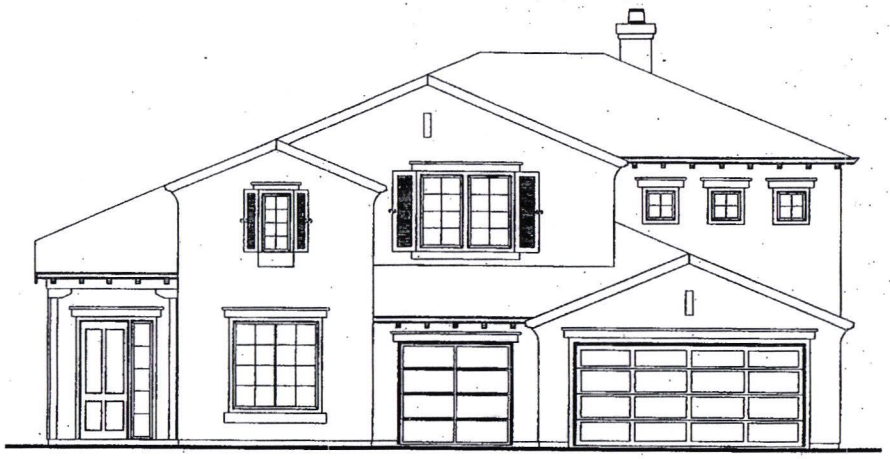


OPTIONAL BONUS ROOM
(Adds approx. 280 s.f.)

Anatolia, Village 4

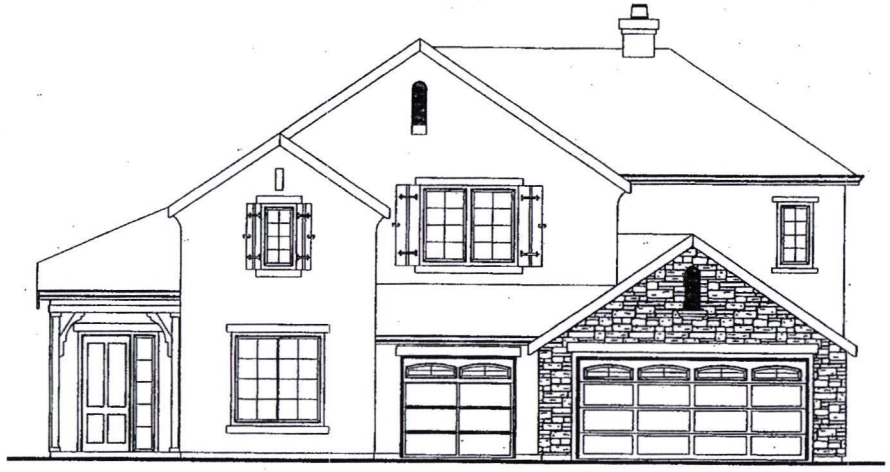
by Renaissance Homes

PLAN 585



Elevation A

Elevation B



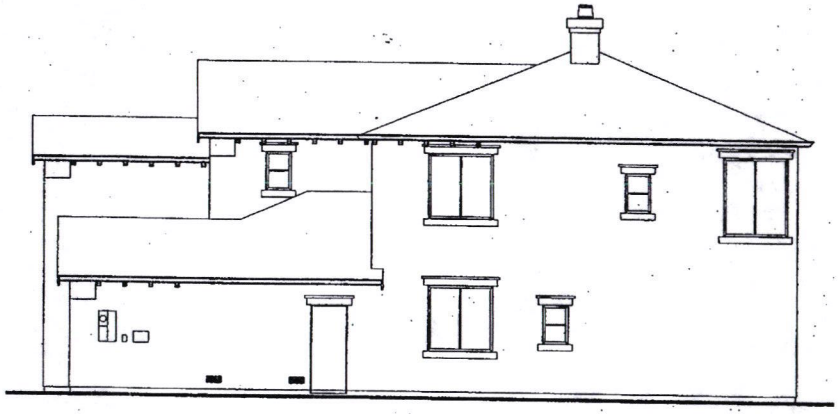
Elevation C

Front Elevation

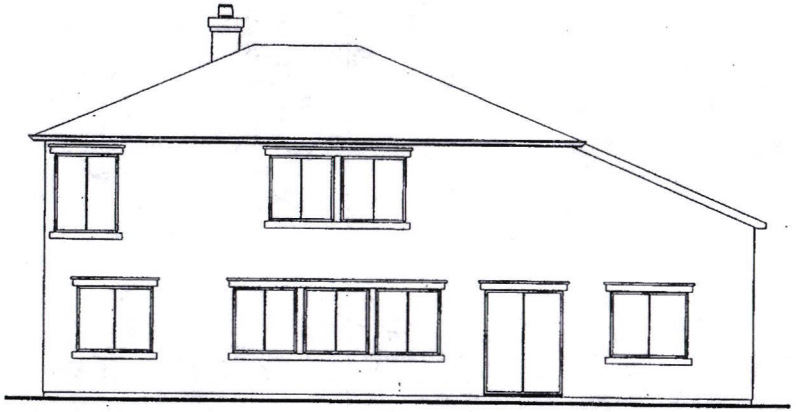
Anatolia, Village 4

by Renaissance Homes

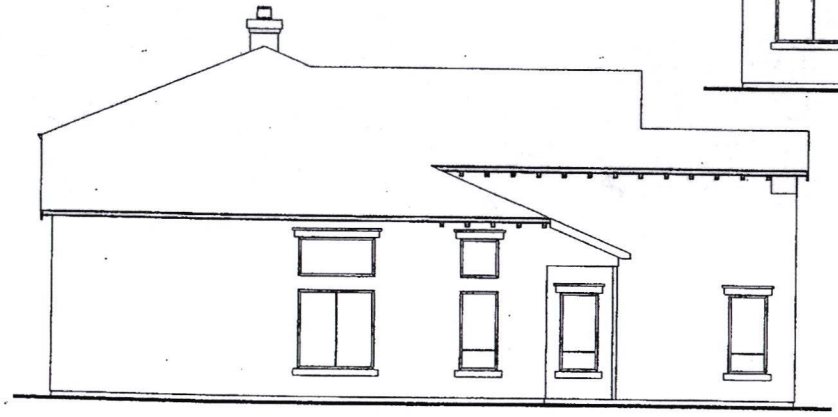
PLAN 585



Typical Right Side Elevation



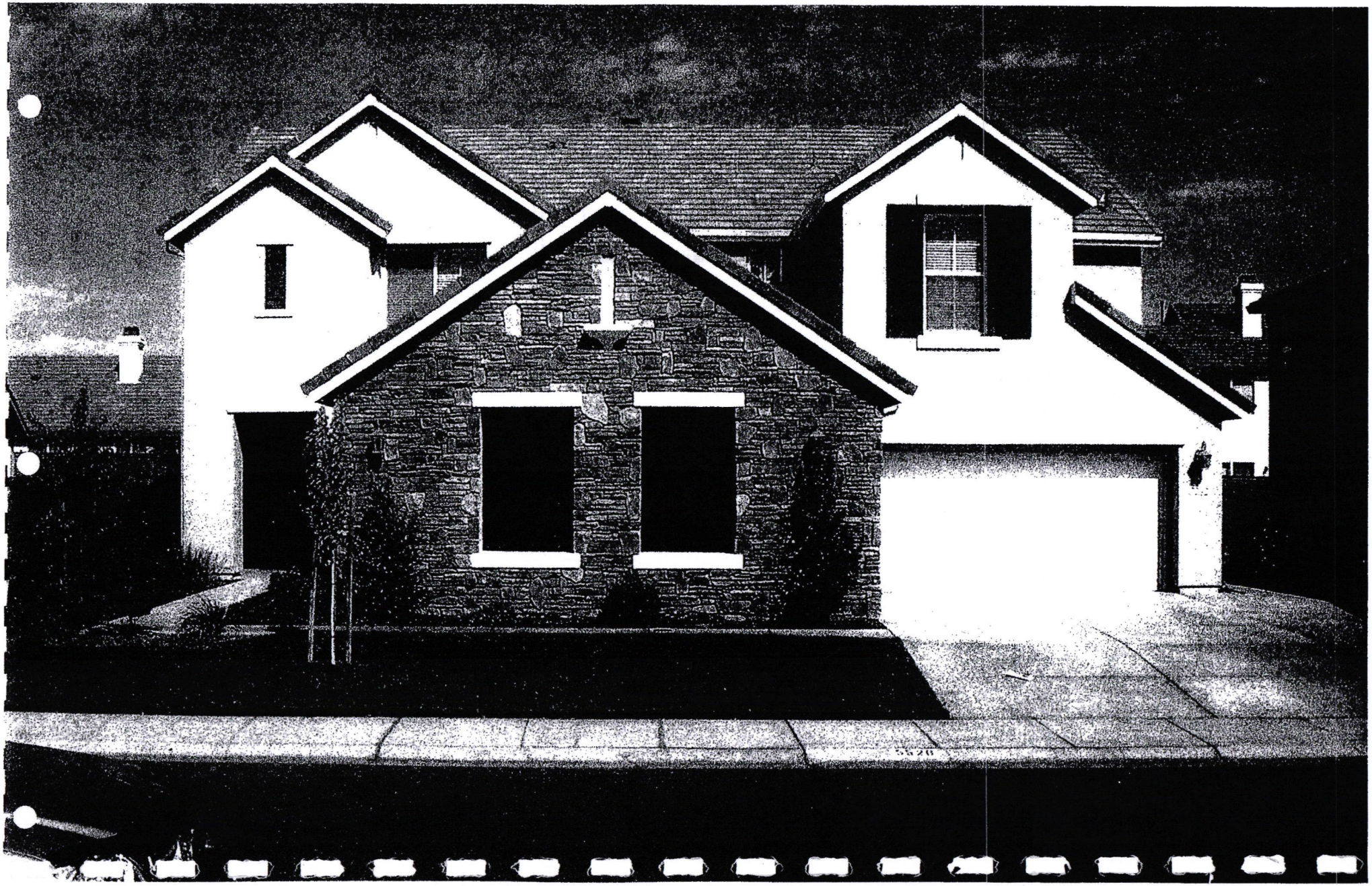
Rear Elevation



Typical Left Side Elevation

Side, Rear Elevations

('A' elevation shown, 'B' & 'C' similar)

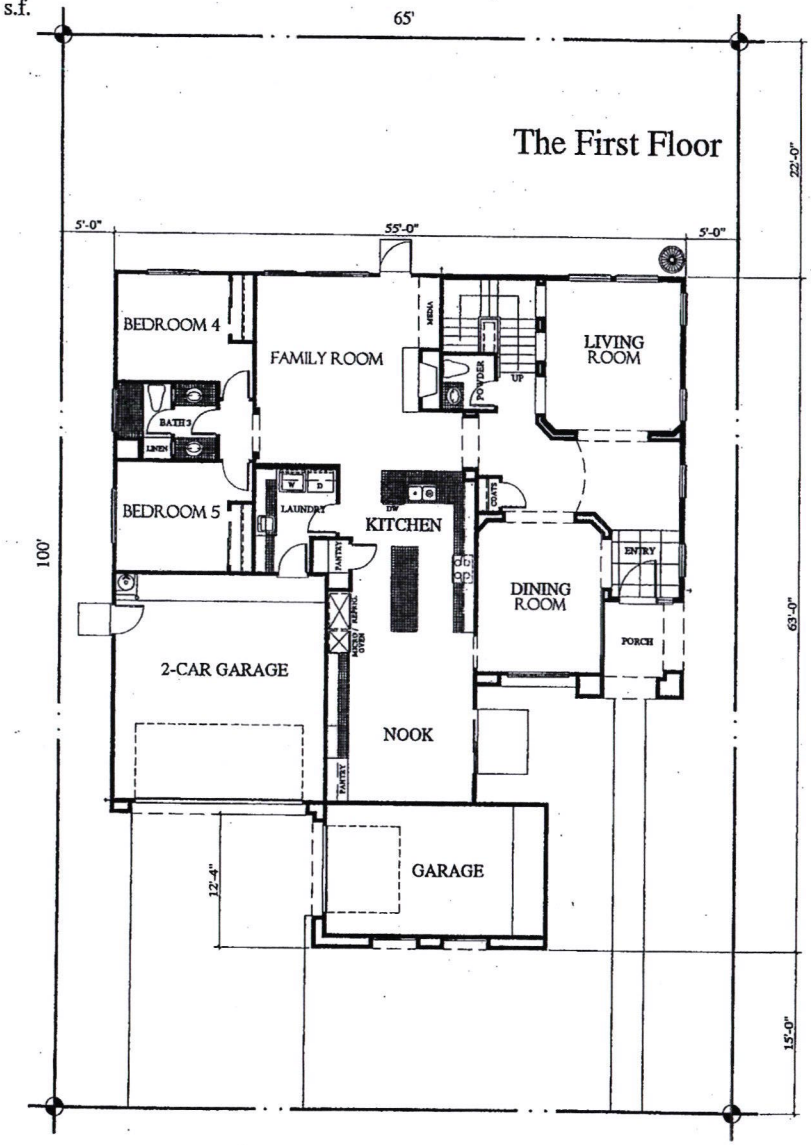


Anatolia, Village 4

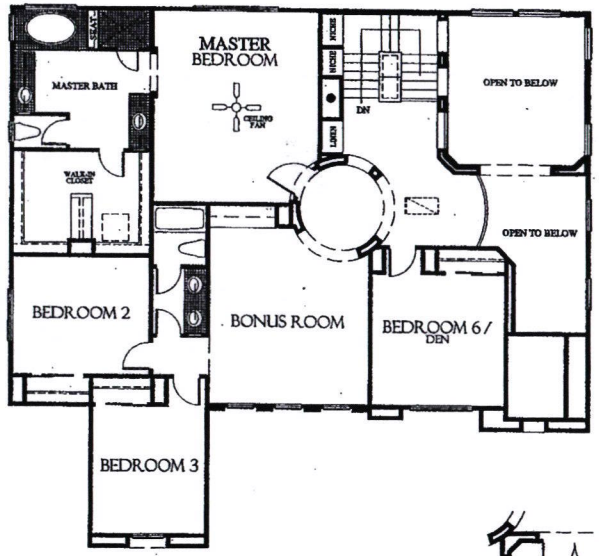
(City of Ranch Cordova)

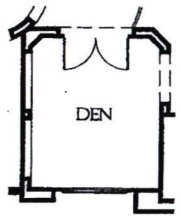
by Renaissance Homes

n 586 / 3733 s.f.



The Second Floor





Typical Floor Plan

OPTIONAL DEN

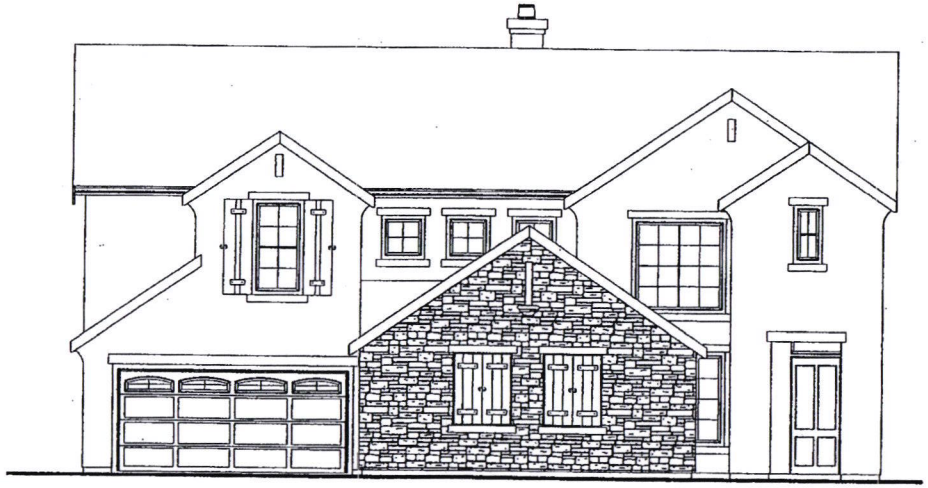
Anatolia, Village 4

by Renaissance Homes

PLAN 586

Elevation A

Elevation B



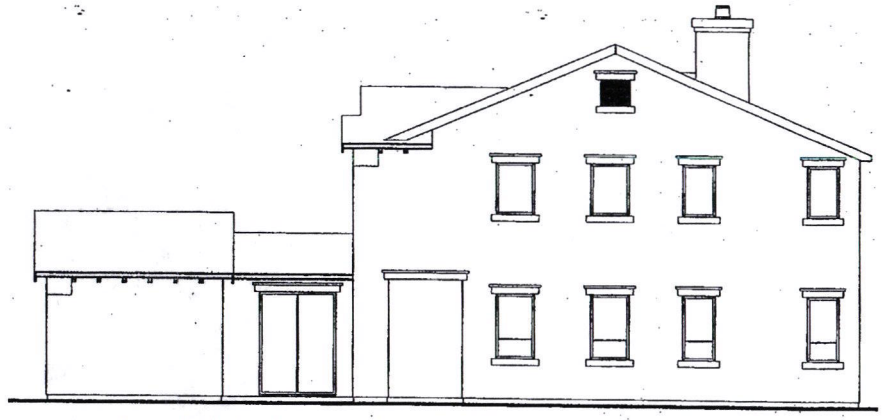
Elevation C

Front Elevation

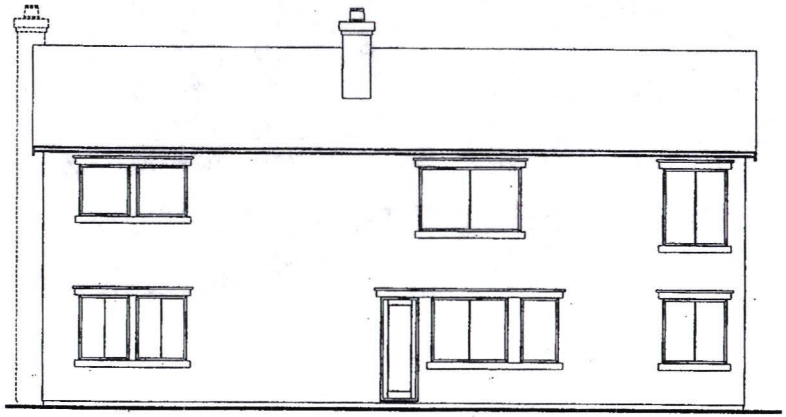
Anatolia, Village 4

by Renaissance Homes

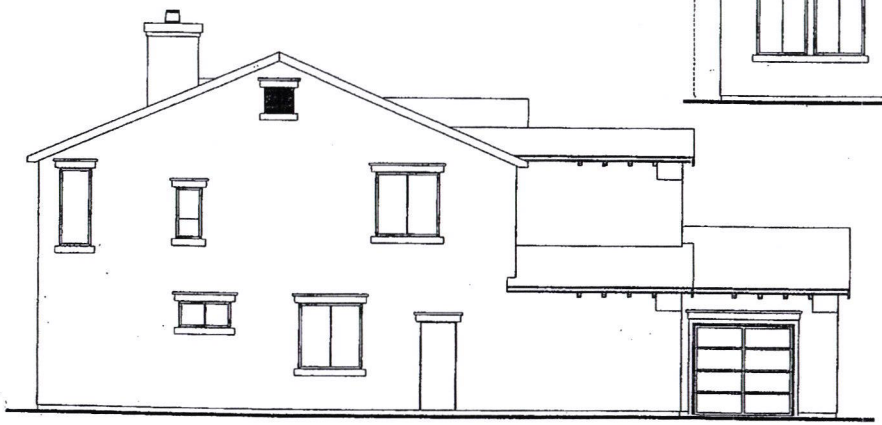
PLAN 586



Typical Right Side Elevation



Rear Elevation



Typical Left Side Elevation

Side, Rear Elevations

('A' elevation shown, 'B' & 'C' similar)

ANATOLIA
VILLAGE 4

RELEASE
LEGEND

MODELS

1.1

1.2

2.1

2.2

3.1

3.2

4.1

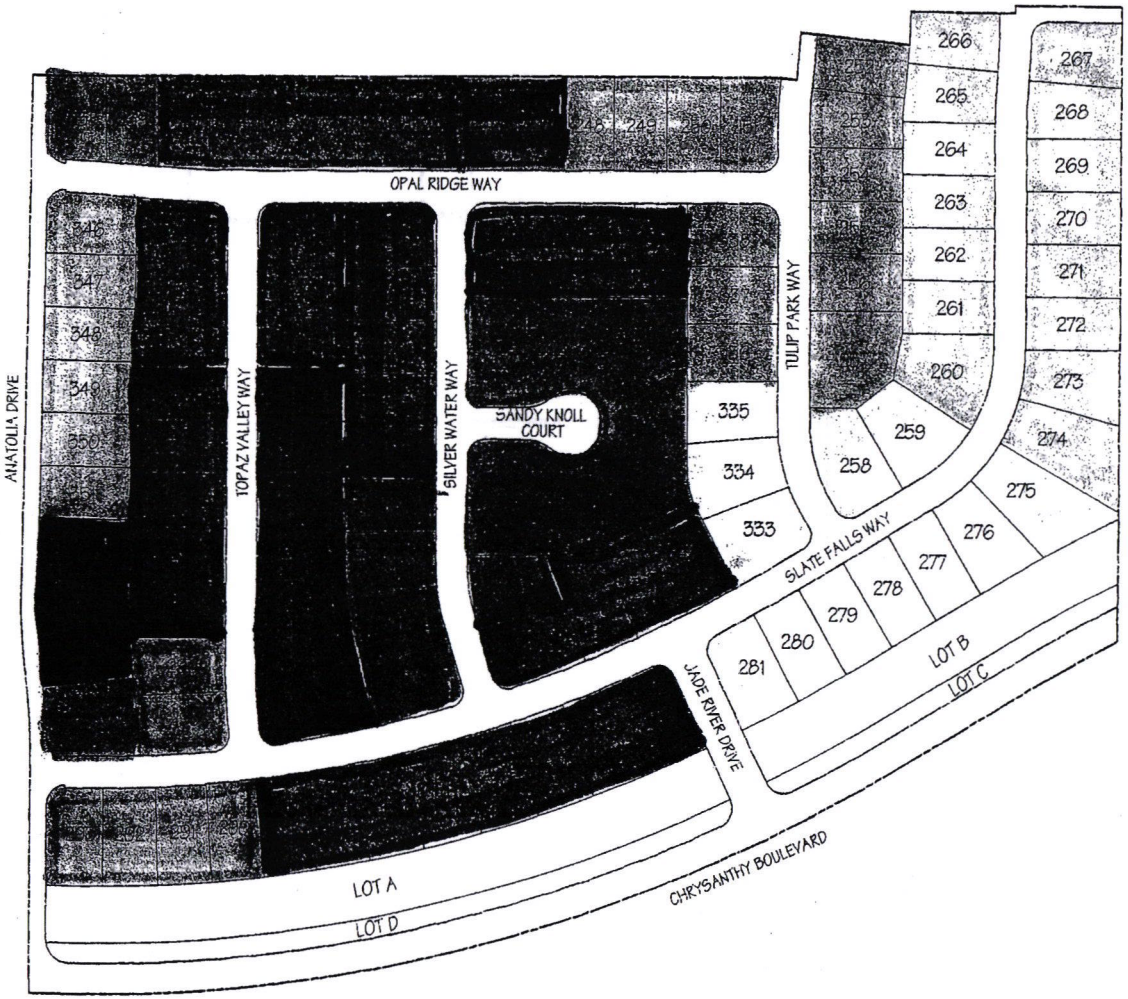
4.2

5.1

5.2

6.1

6.2



GENERAL INSTALLATION NOTES:

1. Installer shall secure and pay for a soils test as required. Soils report shall be prepared by a qualified soils specialist and submitted to homebuilder for approval. Samples shall be collected following rough grading operations. At a minimum, the following shall be included in the report:
   a) Soil infiltration
   b) Soil texture
   c) Cation exchange capacity
   d) Soil fertility including tests for nitrogen, potassium, phosphorus, pH, organic matter, and specific conductance (E.C.).
   Prior to planting, amendments shall be added to correct for problems as noted by the soils report.
2. All areas that cannot be surface drained shall be drained using 3" diameter ADS drain tube, NDS fittings, etc. All roof downspouts (front and rear yards) shall be connected to underground system.
3. All lawn areas shall be a turf-type Tall Fescue blend sod (95%/5% blend).
4. All shrub and groundcover areas shown on plan shall be topdressed with a 2" minimum layer of 'small' fir bark as available from Valley Rock / Loomis, CA (916) 652-7209.
5. Apply pre-emergent herbicide ('Ronstar' or equal) to all shrub and groundcover areas per manufacturer suggested rate.
6. See details for additional information.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES:	PER APPROVED TREE MATRIX	
TI	APPROVED STREET TREE	NR
LA	LAGERSTROEMIA 'TUSCARORA' - STANDARD	CRAPE MYRTLE
PK	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	PURPLE LEAF PLUM
PY	PYRUS KAWAKAMII - STANDARD	EVERGREEN FLOWERING PEAR
SHRUBS:		
CB	CAMELLIA SASANQUA 'BONANZA'	COMPACT CAMELLIA
DV	DIETES VEGIATA	FORTNIGHT LILY
LD	LAGERSTROEMIA 'PIERTE EMBERS'	BUSH CRAPE MYRTLE
LI	LIGUSTRUM TEXANUM	TEXAS PRIVET
LO	LOROPETALUM CHINENSE	CHINESE FRINGE PLANT
PC	PRUNUS CAROLINIANA 'COMPACTA'	CAROLINA CHERRY LAUREL
PH	PHOTINIA FRASERI	RED TIP PHOTINIA
PV	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED MOCK ORANGE
RJ	RHAPHIOLEPIS INDICA 'JACK EVANS'	COMPACT INDIA HAWTHORN
TR	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE
VE	VERBENA 'TAPIEN BLUE-VIOLET'	VERBENA
VP	VERBENA 'TAPIEN PINK'	VERBENA

PLANT SYMBOL
CONTAINER SIZE
QUANTITY

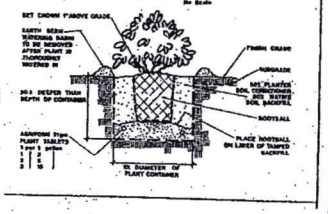
SCALE: 1/8" : 1'-0"

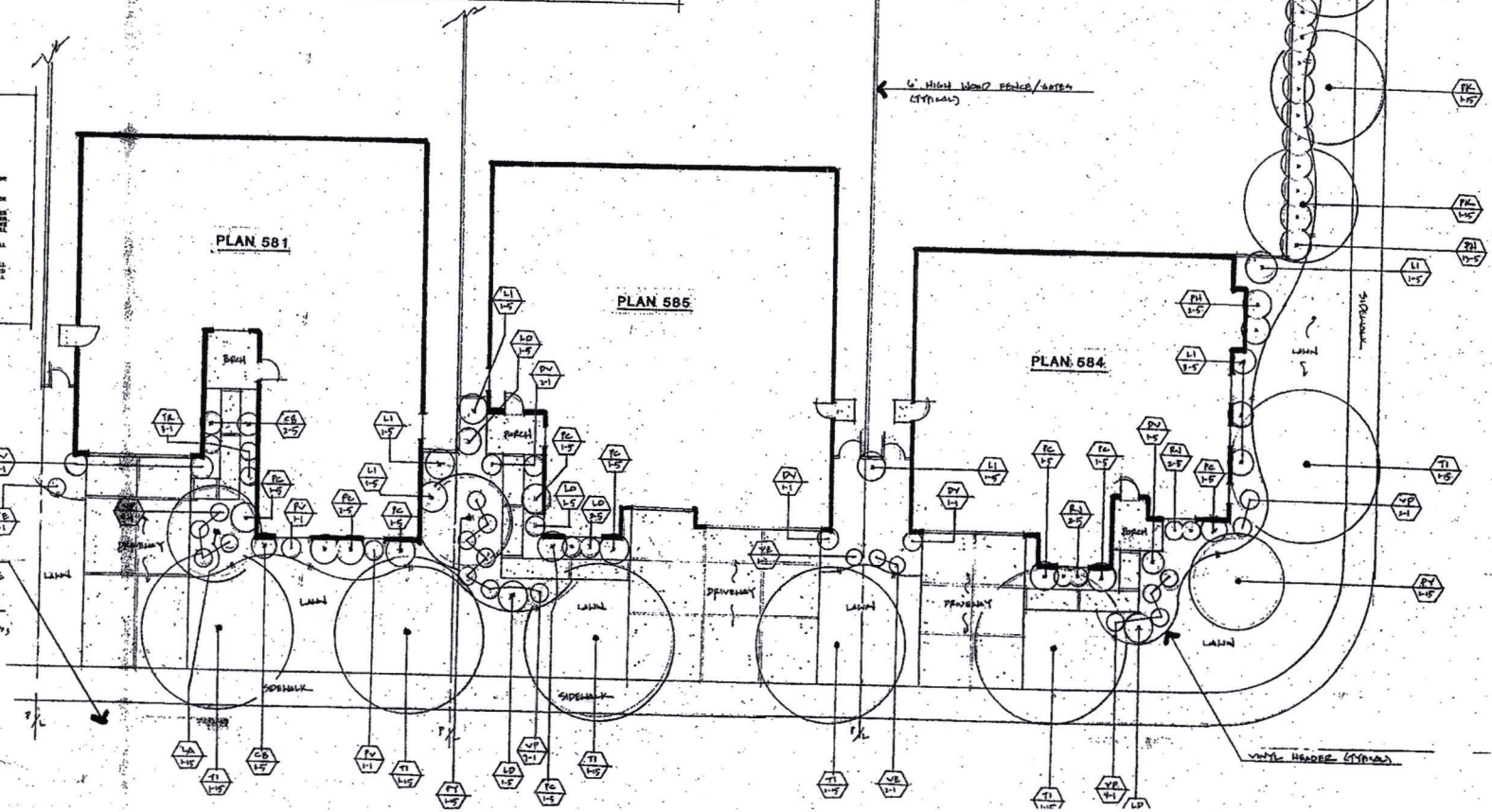
TYPICAL PRODUCTION
ANATOLIA – VILLAGE 4
RANCHO CORDOVA, CA

RENAISSANCE HOMES

PLANTING PLAN
SHEET L1

SHRUB PLANTING





PLANTER STRIP NOTE:

ON INDIVIDUAL LOTS WITHIN COMMUNITY, THERE MAY BE A PLANTING STRIP BETWEEN SIDEWALK AND CURB. SEE HOMEBUILDER FOR APPROVED LOTS. WHERE THIS CONDITION EXISTS, PLANTING STRIP SHALL HAVE SOD LOCAL IRRIGATED, AND STREET TREE (TI) SHALL BE INSTALLED IN CENTER OF PLANTING STRIP.

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the Design Package (Exhibit A) recommended to the City Council by the Planning Commission dated September 23, 2004.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director. The developer will install full window and door treatments on all four elevations of the proposed residential buildings. All subsequent phases shall be reviewed and approved by the Planning Director.	Prior to Building Permit	Planning	
4.	Each phase of the development will be pre-plotted and approved before sale of residence within the proposed phase. The criteria used for the approval of these phases will be as follows: • No more than three, two stories will be placed in a row and a minimum of two single-story homes in a row shall flank the three two-stories on at least one side. • Two of the same architectural style or color scheme will not be	Prior to Building Permit	Planning	

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	placed next to each other. • No more than two of the same floor plans that are side by side must have different elevations. • Floor plans 581, 583, 584 and 586 shall be placed on no less than 50% of the total lots and provide separated entry walks from the public sidewalk to the front entry or patio.			
	Prior to Final Inspection and Utility Release			
5.	Submit final site landscaping plan for review and approval by the Planning Director prior to installation. Landscaping shall be installed prior to final inspection.	Prior to Final Inspection	Planning	
6.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning	
7.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources	

RC-04-111, to allow dancing in the proposed nightclub located at 10910 Olson Dr. based on the findings contained in the Resolution and subject to the Conditions of Approval.

Vote on the Motions:

AYES:	Burke, Savorn, Smith
NOES:	Konarski
ABSTAIN:	Vance
ABSENT:	Moe, Wentz

There being 3 Ayes, 1 No, 1 Abstain and 2 Absent, the motions are hereby declared to be passed.

B. **Consideration of the Design Review for ANATOLIA I, VILLAGE 4 – Project No. RC-04-080:**

Principal Planner, Bill Campbell presented the staff report and recommended the Planning Commission forward a recommendation to the City Council to adopt a resolution approving the Design Review for Project No. RC-04-080, subject to the Findings and Conditions of Approval. Chair Smith opened the public hearing and took testimony from Mike Branson of Renaissance Homes, project applicant and Washeed Jowadi.

The Commissioners had the following concerns and comments:

- Is it correct that a garage cannot be converted to a living space per the code? Currently, the zoning code does not require parking to be enclosed, just the requirement of two parking spaces. Having a third car is optional. The plans just show an option to either have a third car garage or bedrooms, but it still meets the code standards.
- What are the side yard setbacks for this plan? The Specific Plan allows for either a 5' or 4' side yard setback; however, if the side yard setback on 1 lot is 4', it is required that the adjacent lot will need to have a 5' setback in order to maintain 9' between the houses.
- Do these homes have a deeper front yard setback than the Commission has reviewed in the past? Yes, these plans do have deeper front yard setbacks and on some plans do allow for additional side walks.
- Are there possibilities of owners renting rooms and increasing the amount of cars parked along the street? Are there any thoughts of mitigating this from happening? It is not an appropriate action for the City to mitigate this issue. Our best defense is for the developers to seek a "No investor Sales Clause" which is becoming a fairly common practice to control the sale of new homes to investor buyers.
- Are two kitchens allowed in a single family home? No, the code will not allow more than one kitchen in a single family dwelling. However,

you can add a second attached or detached living unit that would allow for a kitchen.

- Do the owners have an opportunity to choose what type of design to have on their garage door or are the homes pre-plotted with a design? The lots are pre-plotted and the owner does not have a choice.
- What is the average lot size? 65'x117'.

The Commissioners felt staff adequately addressed the above concerns and comments.

Action:

Motion 1: Vice Chair Vance moved, seconded by Commissioner Konarski to recommend the Planning Commission forward a recommendation to the City Council to find the Mitigated Negative Declaration for Anatolia I, Village 4 is adequate for the environmental review, under the California Environmental Quality Act Guidelines (CEQA) for Project No. RC-04-080.

Motion 2: Vice Chair Vance moved, seconded by Commissioner Burke to recommend the Planning Commission forward a recommendation to the City Council to adopt a resolution approving the Design Review for Project No. RC-04-080, subject to the findings and evidence included in the staff report, as submitted in the design package and Conditions of Approval.

Vote on the Motions:

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

There being 5 Ayes, 0 Noes and 2 Absent, the motions are hereby declared to be passed.

C. **Consideration of the Conditional Use Permit and Variance for KIMBERLY'S RESIDENTIAL CARE HOME – Project No. RC-04-065:**

Assistant Planner, Kathleen Franklin presented the staff report and recommended the Planning Commission review the project in its entirety and make a determination to approve or deny the request based on the overall merits of the project for Project No. RC-04-065, subject to the Findings and Evidence in the staff report. Chair Smith opened the public hearing and took testimony from Mike Tampus and Kimberly Tampus, project applicants.

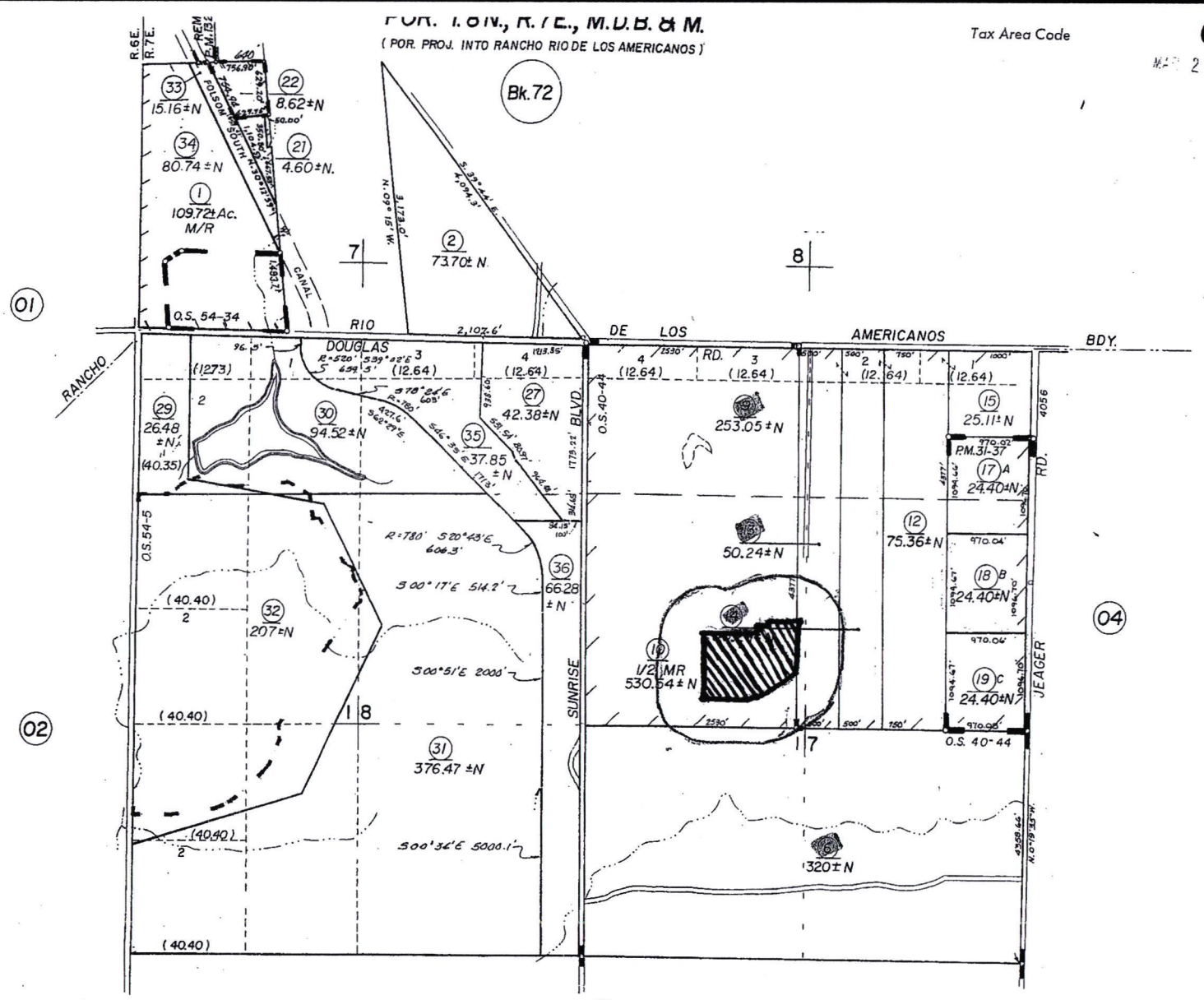
The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Attachment 3 - Anatolia 1, Village 4 RC-04-080
Design Review for Model Homes
Design Package

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

Agenda Item: 7

Attachment 4



Tax Area Code 67-03

MAR 27 2003 APR - 4 2003

1" = 120'

Record of Survey, O.S. Bk.54, Pg. 34 (1-10-96)
Record of Survey, O.S. Bk. 54, Pg. 5 (3-15-95)
Por. O.S. Bk. 40, Pg. 44 (3-28-86)

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 67 –Pg. 03
County of Sacramento, Calif.

Lennar Renaissance Inc
1075 Creekside Ridge Dr
Roseville, CA 95678

Sun Ridge Llc
7700 College Town Dr #101
Sacramento, CA 95826

Stamour Michael R & S A
2820 Lieno Ln
Sacramento, CA 95821

Paul & Milka Lausevic
7018 Grant Ave
Carmichael, CA 95608

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AGENDA ITEM # 8

City Council Staff Report

Date: October 18, 2004 (Continued from 10/4/04)
Project: Sunridge Park, Village 1 and 11
File: RC-04-118
Request: Design Review and Special Development Permit for Model Homes in Sunridge Park in the RD-7 Zone.
Location: East of Jaeger Road, south of Douglas Road., in the Sunridge Park Subdivision, within the SunRidge Specific Plan
APN: 067-0650-001
Planner: William Campbell, Principal Planner

APPLICANT/OWNER/DEVELOPER:	ARCHITECT
Woodside Homes of California 111 Woodmere Drive, Suite 190 Folsom, CA 95630	Ball Architects Phoenix, Az.

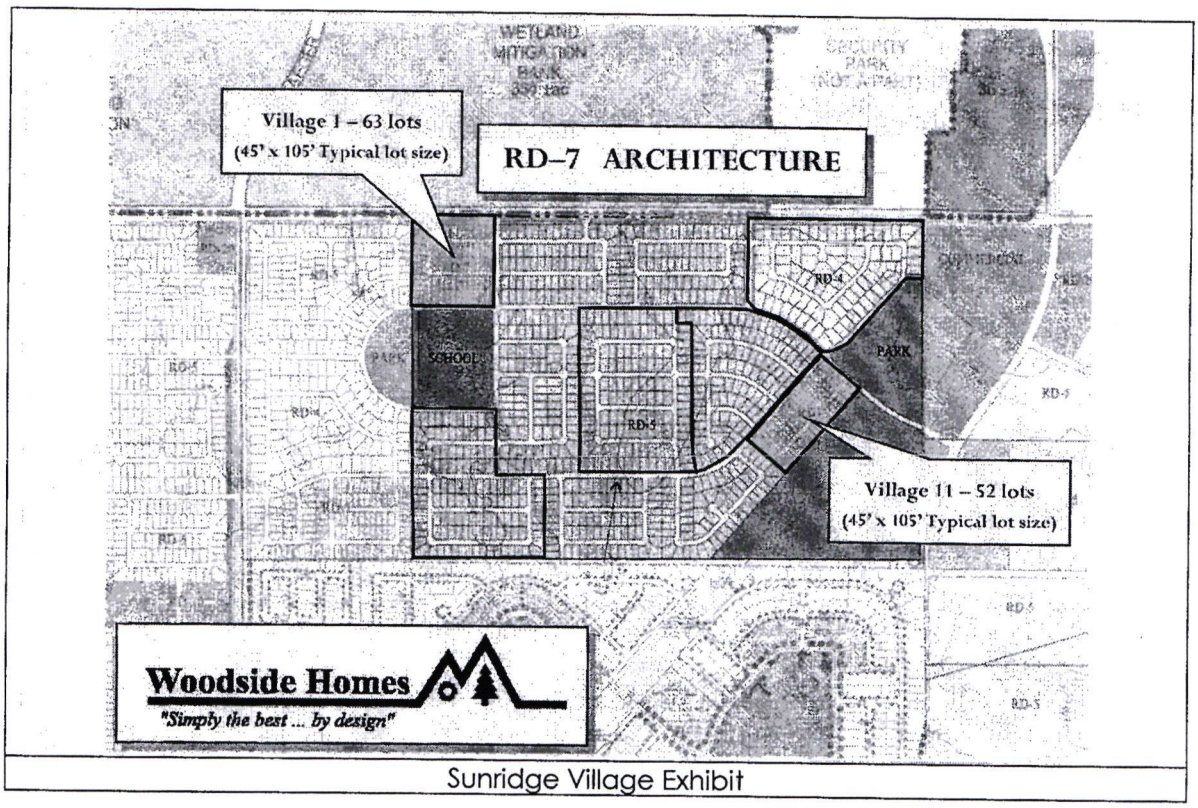
Recommendation:

The Planning Commission recommends the City Council determine the Mitigated Negative Declaration prepared for Sunridge Park is adequate and addressed the environmental impacts of the project and determine it is exempt from further review under CEQA and adopt Resolution No. 149-2004 approving Design Review for Project No. RC-04-118, subject to the Findings, Design Package (Exhibit A) and Conditions of Approval (Exhibit B).

Background:

Woodside Homes has purchased Villages 1 and 11 in the Sunridge Park Subdivision and wishes to build single family homes. The project area has been rough graded and the street pattern has been established by the final map for Sunridge Park. Village 1 is located in the northeast corner of the subdivision, south of Douglas Road and Village 11 is located along the eastern edge of the subdivision, adjacent to the power line corridor.

AGENDA ITEM # 9



Sunridge Village Exhibit

Analysis:

Village 1 and 11 are within the Sunridge Specific Plan (SRSP) and will be constructed by Woodside Homes. The zoning for Villages 1 and 11 is RD-7 with an average lot size of 45 X 105 (4,725 square feet), which is consistent with the required development standards for this zoning. There will be 63 single-family residential lots within Village 1 and 52 lots in Village 11. The developer is proposing to use the same house plans within these two village areas.

The City's adopted Design Review Ordinance provides findings that all projects requiring design review must meet. Those findings are as follows:

Design Review for Model Home Plans

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

5. *Encourage home designs with a wide range of pricing levels to accommodate all income levels within the City.*

Evidence to Support Findings

1) The developer has presented a design package which includes four different floor plans with three architectural styles per plan, for a total of twelve basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of forty-eight different compositions within the tract. The architectural styles range from Mediterranean, Spanish to Americana.

2) The developer is proposing one single-story and three two-story homes. They are not proposing to pre-plot the homes on the lots, therefore the Planning Department will review individual plans for compliance with setbacks and also to ensure the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. Staff has placed the same criteria for unit placement within the Conditions of Approval to ensure there will be no building repetition, duplication of color schemes and to control the mass of buildings along the street.

The applicant is requesting a Special Development Permit to allow the homes to encroach into the required front yard setback. The Specific Plan provides a 16 foot minimum front yard setback and the applicant is requesting that porches and portion of the livable space be allowed to encroach up to the 12.5 foot public utility easement. Staff can support the request, as long as the garage door plain is at least 19 feet from the back edge of the sidewalk and the units are blended throughout the development. Additionally, staff would recommend that floor plans 3510, 3230, and 3240 provide for guest walks from the public sidewalk and not from the driveway.

3) The applicant has submitted 2 floor plans out of 4 (Plans 3240 and 3520) that would meet the "Garage Orientation and Placement Policy", to reduce the appearance of garage doors fronting the street. Staff can support plans 3240 and 3520 as meeting the Policy. All four plans present extended porches or habitat space forward of the garage door plain, however plans 3230 and 3510 present only a entry porch structure that projects 5 feet in front of the main portion of the building. The entry porch is approximately 6 feet wide, which is about 20% of the building face, where the garage door plain constitutes approximately 50% of the total building face, and staff does not believe this approach is not enough to warrant the plans as acceptable to the Policy.

4) The Applicant has submitted an example of a corner and interior lot landscaping that covers the front and second street side yard areas. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

5) The model homes include one single story and three two-story models that will provide a range of prices for future residents. The design package indicates the base model and the architectural styles are also paired with garage door

designs, along with selected color schemes to diminish the appearance of the garage door.

Environmental Analysis:

The Sunridge Park project was analyzed within an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant. No further assessment is required for the design review for the home design.

Conclusion:

The applicant has presented a design package for Villages 1 and 11 in Sunridge Park and it is staff's opinion that it is consistent with the design guidelines of the Specific Plan and the City's Design Review Ordinance. The homes will provide ample variety in unit size, color and building configuration between the four floor plans and three architectural styles to meet the design policies of the Ordinance.

Financial Implications to City:

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

Recommended Motions:

1. "I move the City Council find the Mitigated Negative Declaration for Sunridge Park is adequate for the environmental review, under California Environmental Quality Act (CEQA)".

2. "I move the City Council adopt Resolution 149-2004 approving the Design Review for Villages 1 and 11, Project No. RC-04-118, with a Special Development Permit to encroach into the front set back to 12.5 feet on selected lots, subject to the findings and evidence included in the staff report and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, and the phasing plan (Exhibit A) and Conditions of Approval (Exhibit B)".

Attachments:

1. Resolution No. 149-2004 with attached Design Review package (Exhibit A) and Conditions of Approval (Exhibit B)
2. Planning Commission Minutes – September 9, 2004
3. 500' radius map and labels

RESOLUTION # 149-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR SUNRIDGE PARK VILLAGES 1 and 11 PROJECT # RC-04-118

WHEREAS, Woodside Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for Sunridge Park Villages 1 and 11; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Sunridge Park Subdivision adopted in September, 2003 by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; and

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

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

Findings:

1. CEQA

   Finding:
   The project site has been analyzed as part of the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Sunridge Park Subdivision in compliance with the California Environmental Quality Act (CEQA).

   Evidence: The Sacramento County Board of Supervisors adopted the Sunridge Specific Plan EIR and the City adopted the Mitigated Negative Declaration for the Sunridge Park Subdivision. The environmental issues of aesthetics of the development for the project site were adequately addressed within the document. This project will not create any significant adverse impact on the environment.

2. DESIGN REVIEW

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

Findings:

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

Evidence:

1) The developer has presented a design package which includes four different floor plans with three architectural styles per plan, for a total of twelve basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of forty-eight different compositions within the tract. The architectural styles range from Mediterranean, Spanish to Americana.

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5) The model homes include one single story and three two-story models that will provide a range of prices for future residents. The design package indicates the base model and the architectural styles are also paired with garage door designs, along with selected color schemes to diminish the appearance of the garage door.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of October, 2004

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

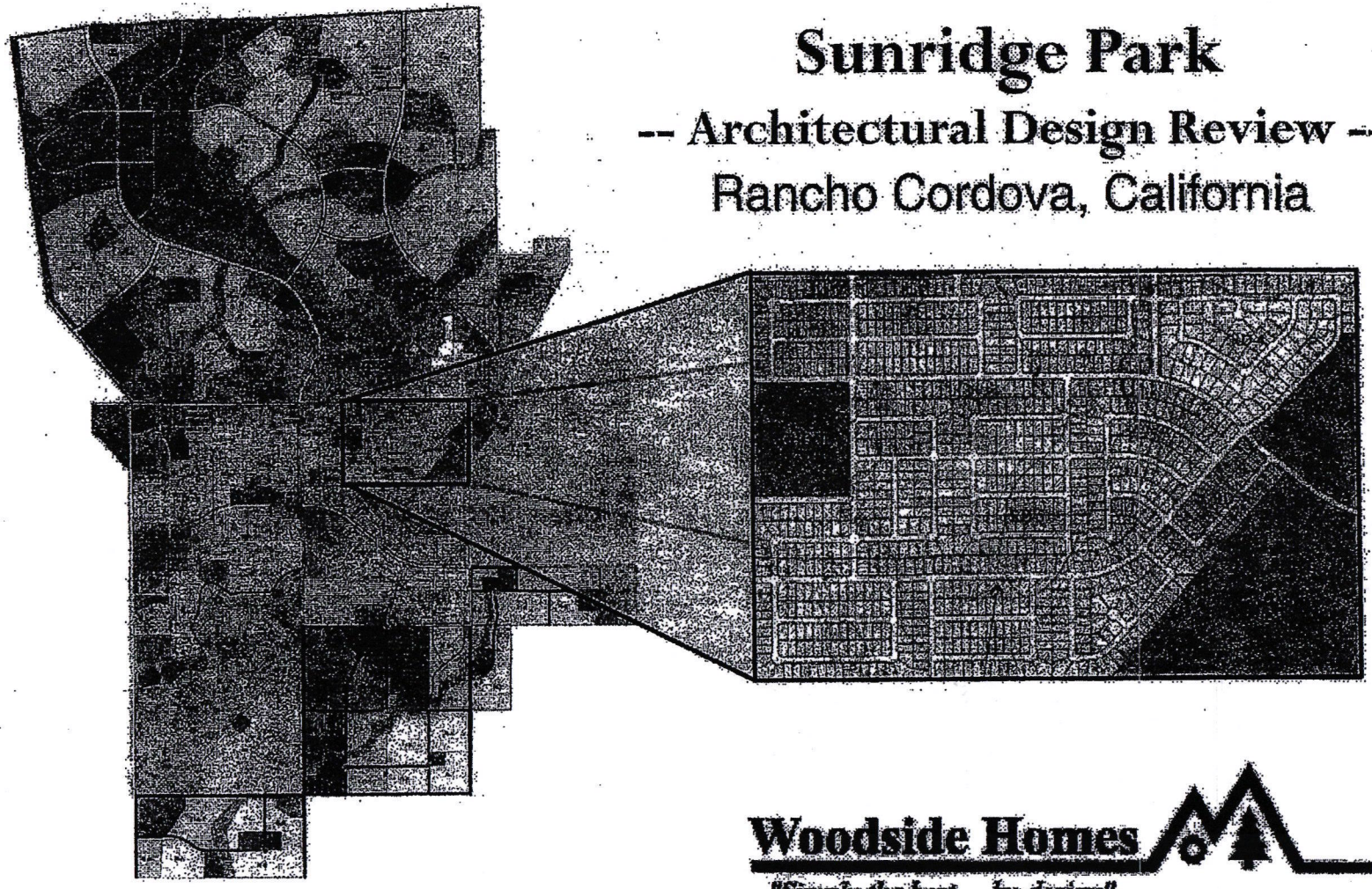
ATTEST:

_____
LILLIAN HARE
CITY CLERK

Sunridge Park

-- Architectural Design Review --

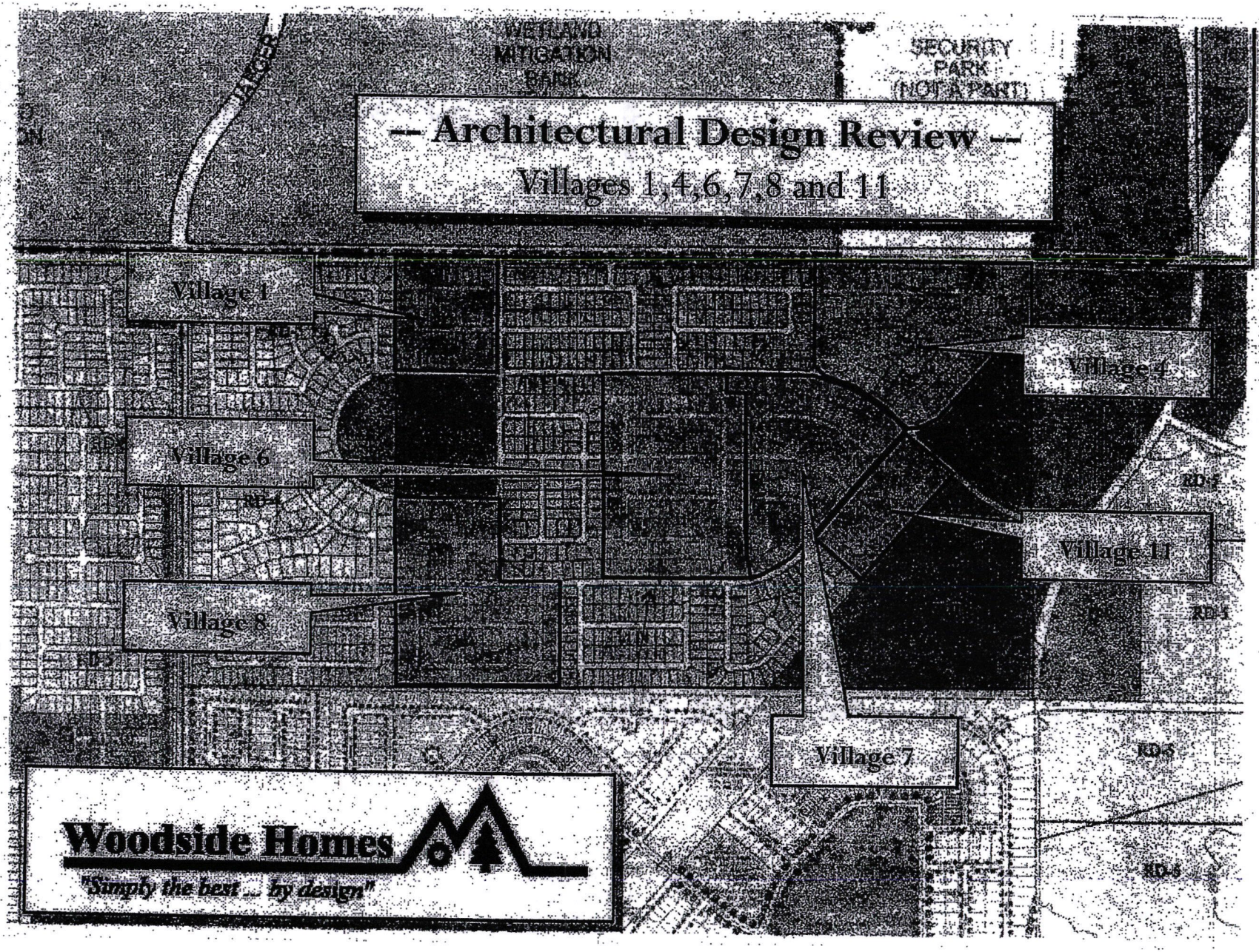
Rancho Cordova, California

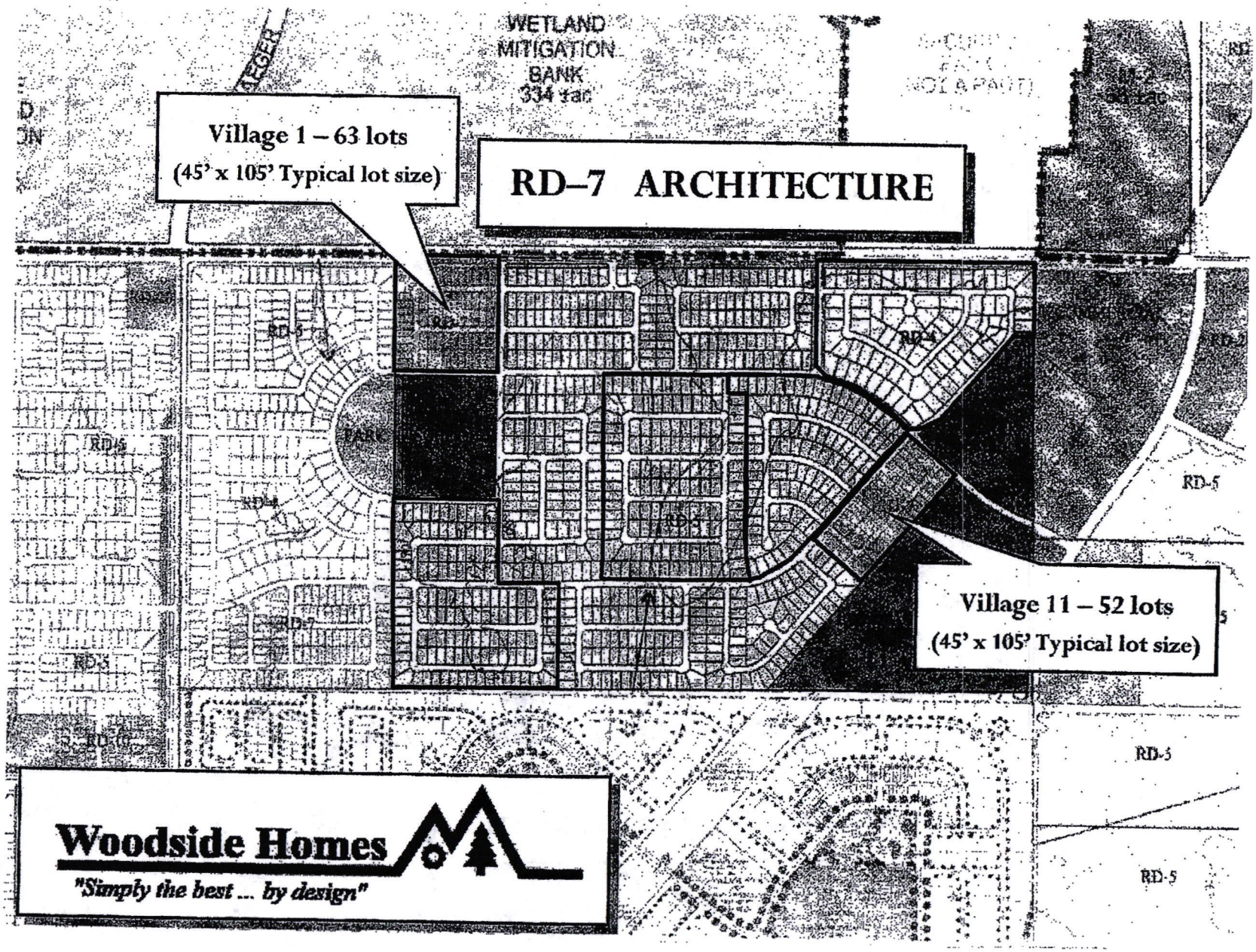


Woodside Homes

"Simply the best ... by design"

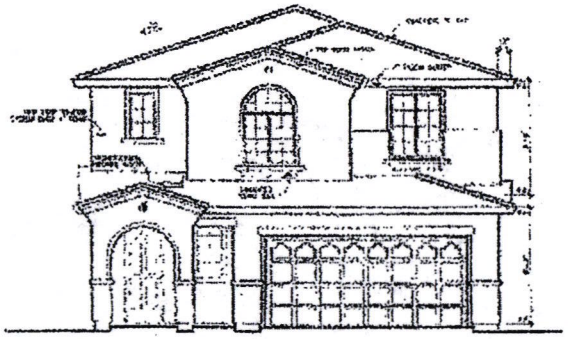
Exhibit A


-- Architectural Design Review --
Villages 1,4,6,7,8 and 11
WETLAND MITIGATION PARK
SECURITY PARK (NOT A PART)
Village 1
Village 4
Village 6
Village 11
Village 8
Village 7
Woodside Homes
"Simply the best ... by design"


WETLAND
MITIGATION
BANK
334 +ac
Village 1 – 63 lots
(45' x 105' Typical lot size)
RD–7 ARCHITECTURE
Village 11 – 52 lots
(45' x 105' Typical lot size)
RD-5
RD-4
RD-7
PARK
Woodside Homes
"Simply the best ... by design"

3240 Plan Elev. 'B'

3510 Plan Elev. B



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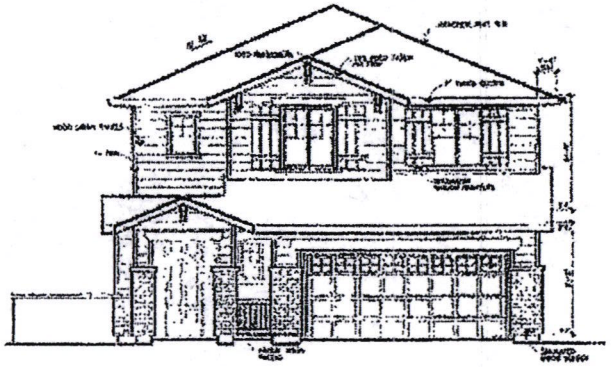

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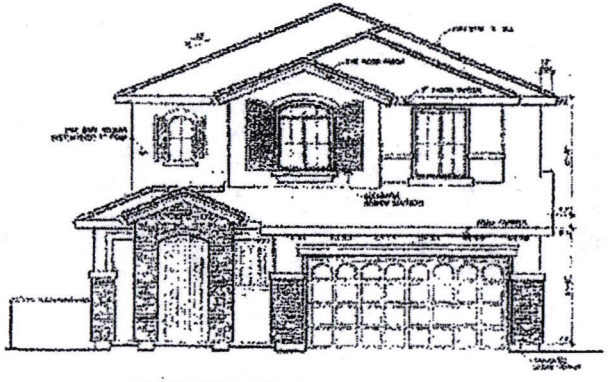
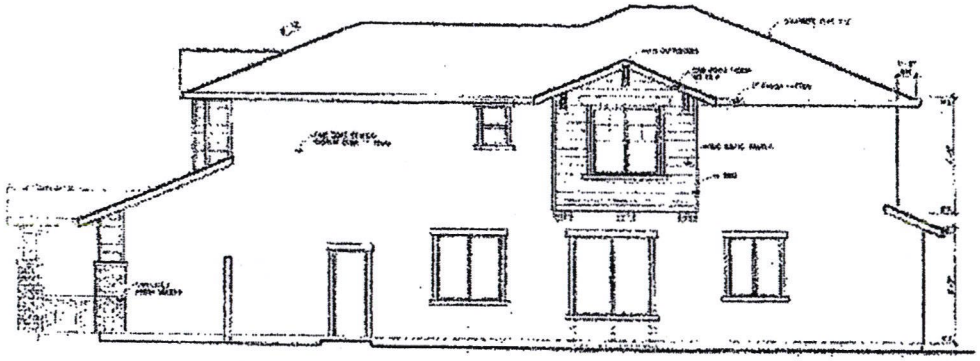


FRONT ELEVATION 'C': SP-3240

Woodside Homes

SUNRIDGE PARK

RANCHO CORDOVA, CA.



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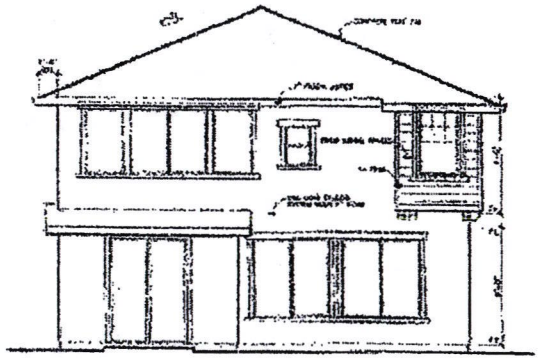

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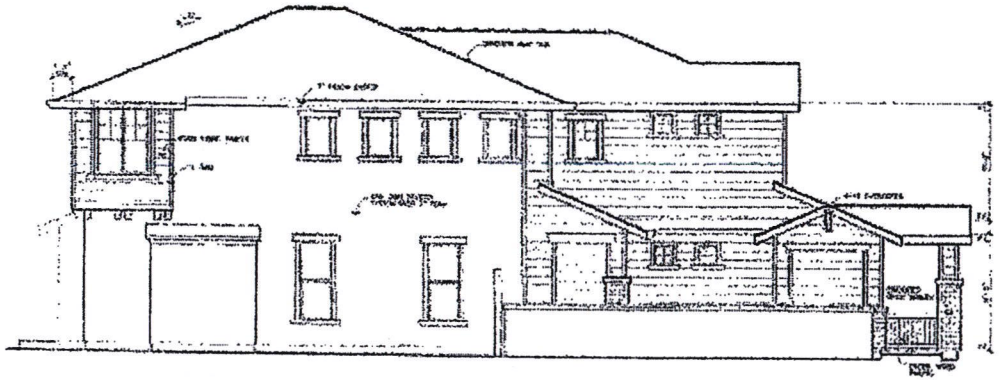

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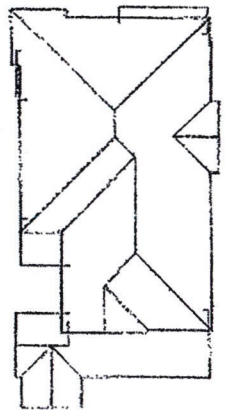

ROOF LINE ELEV. 'B' - SP-3240

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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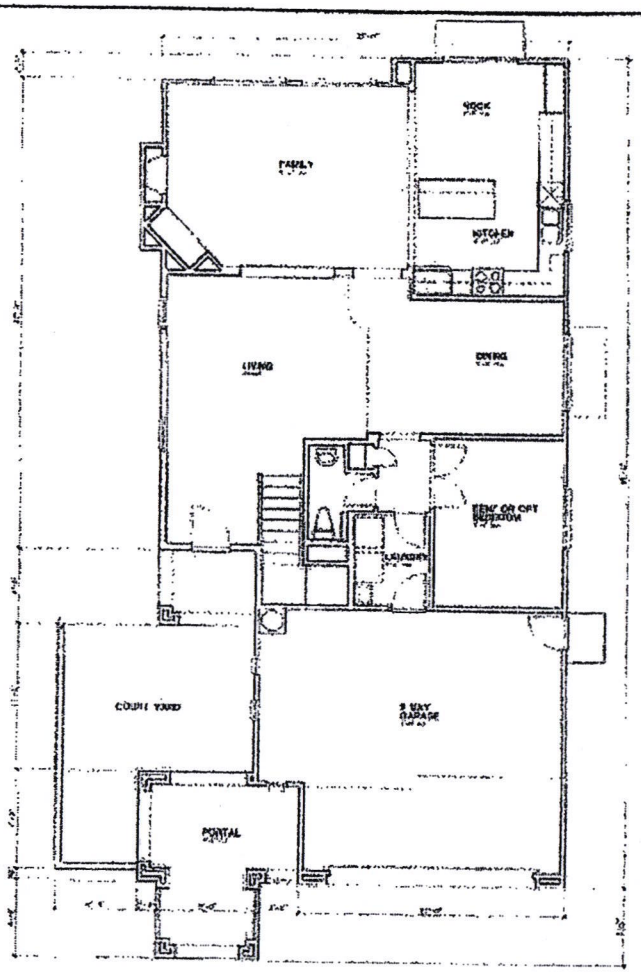
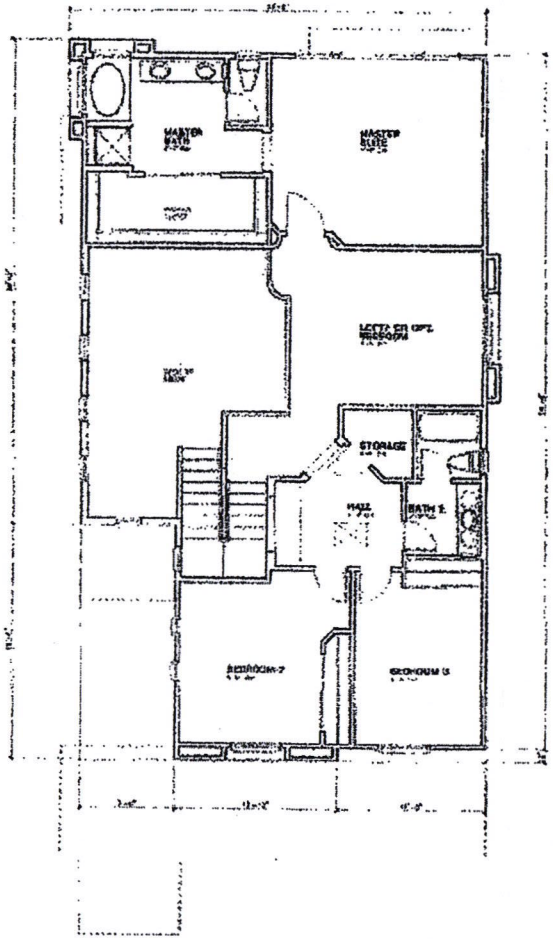


FIRST FLOOR ELEV. 'B' - SP-3240



SECOND FLOOR ELEV. 'B' - SP-3240

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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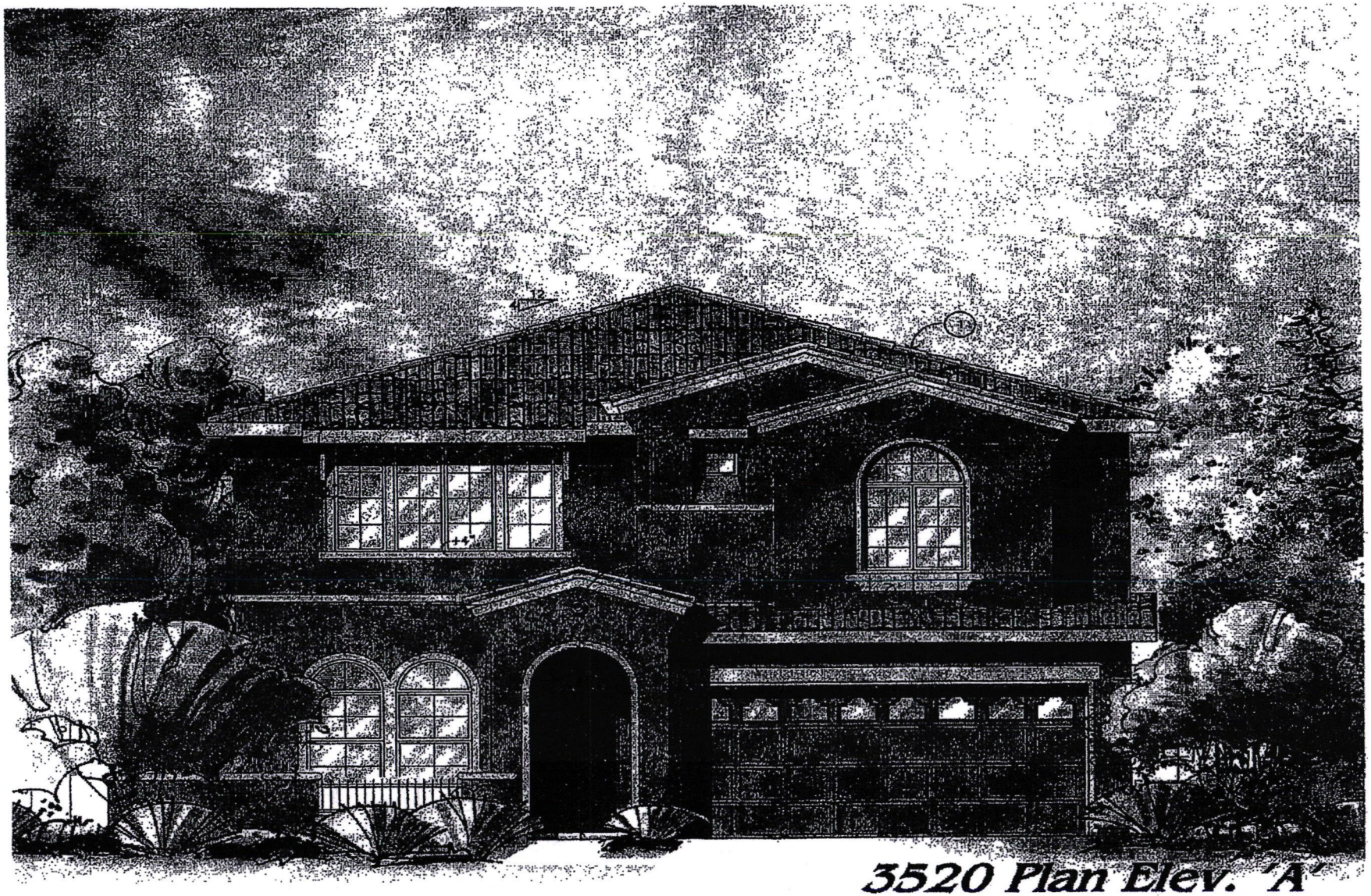
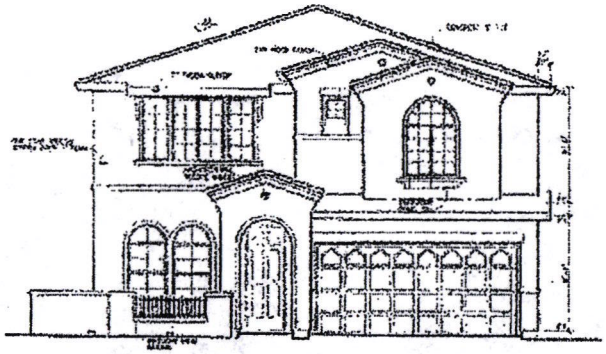


3520 Plan Elev. 'A'



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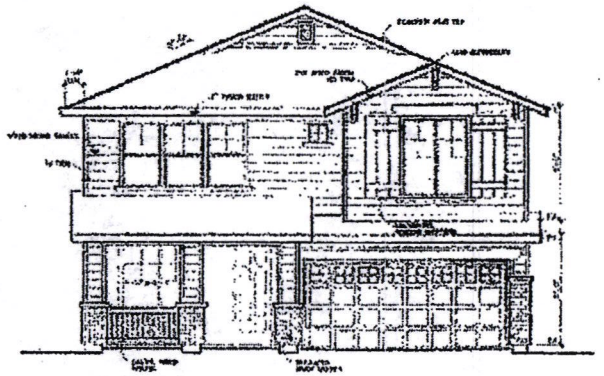

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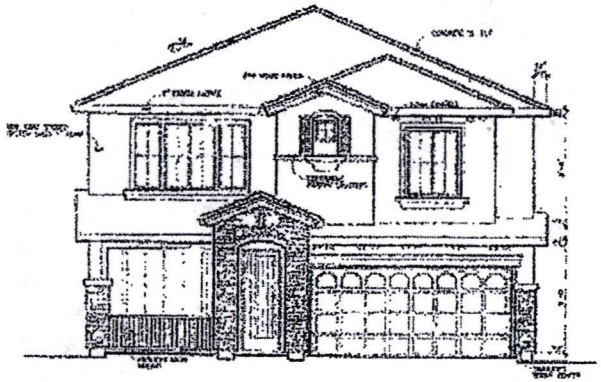

FRONT ELEVATION 'C': SP-3520

Woodside Homes

SUNRIDGE PARK

RANCHO CORDOVA, CA.

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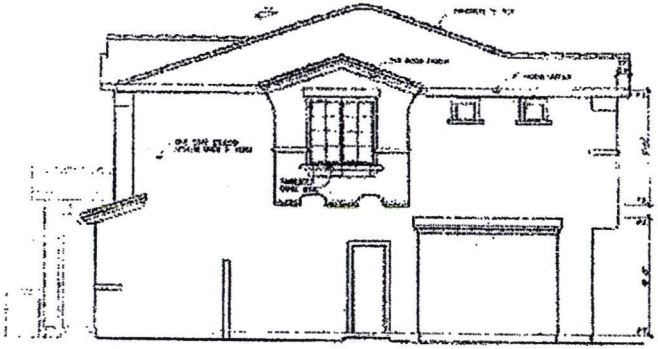
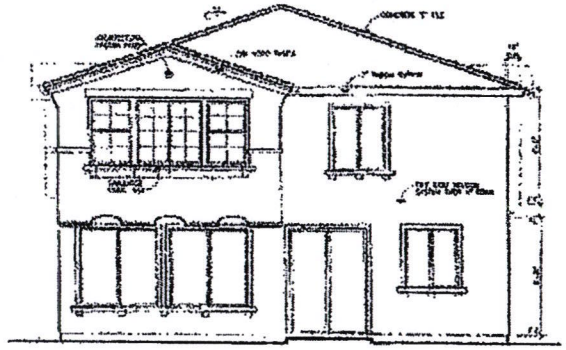


RIGHT SIDE ELEV. 'A' - SP-3520



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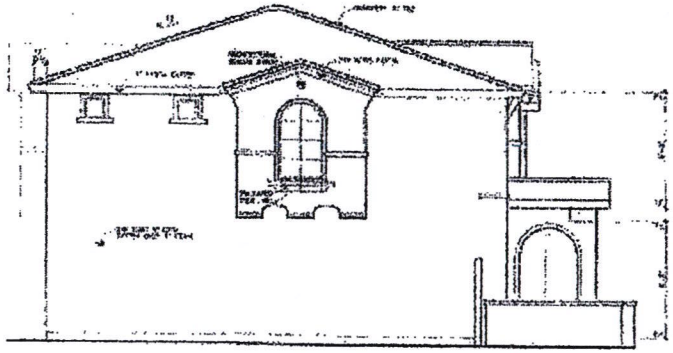

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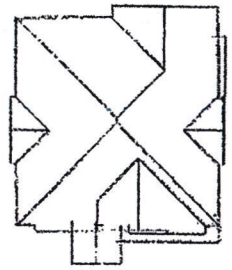

ROOF LINE ELEV. 'A' - SP-3520

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

NOV03

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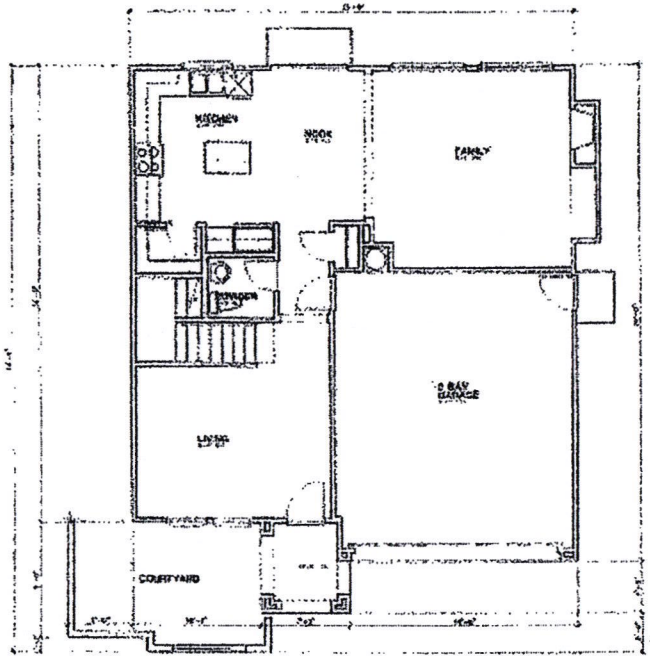

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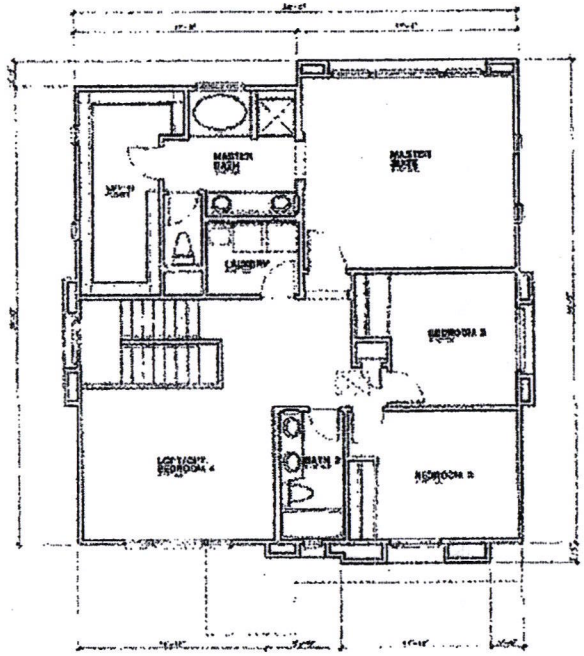

SECOND FLOOR ELEV. 'A' : SP-3620

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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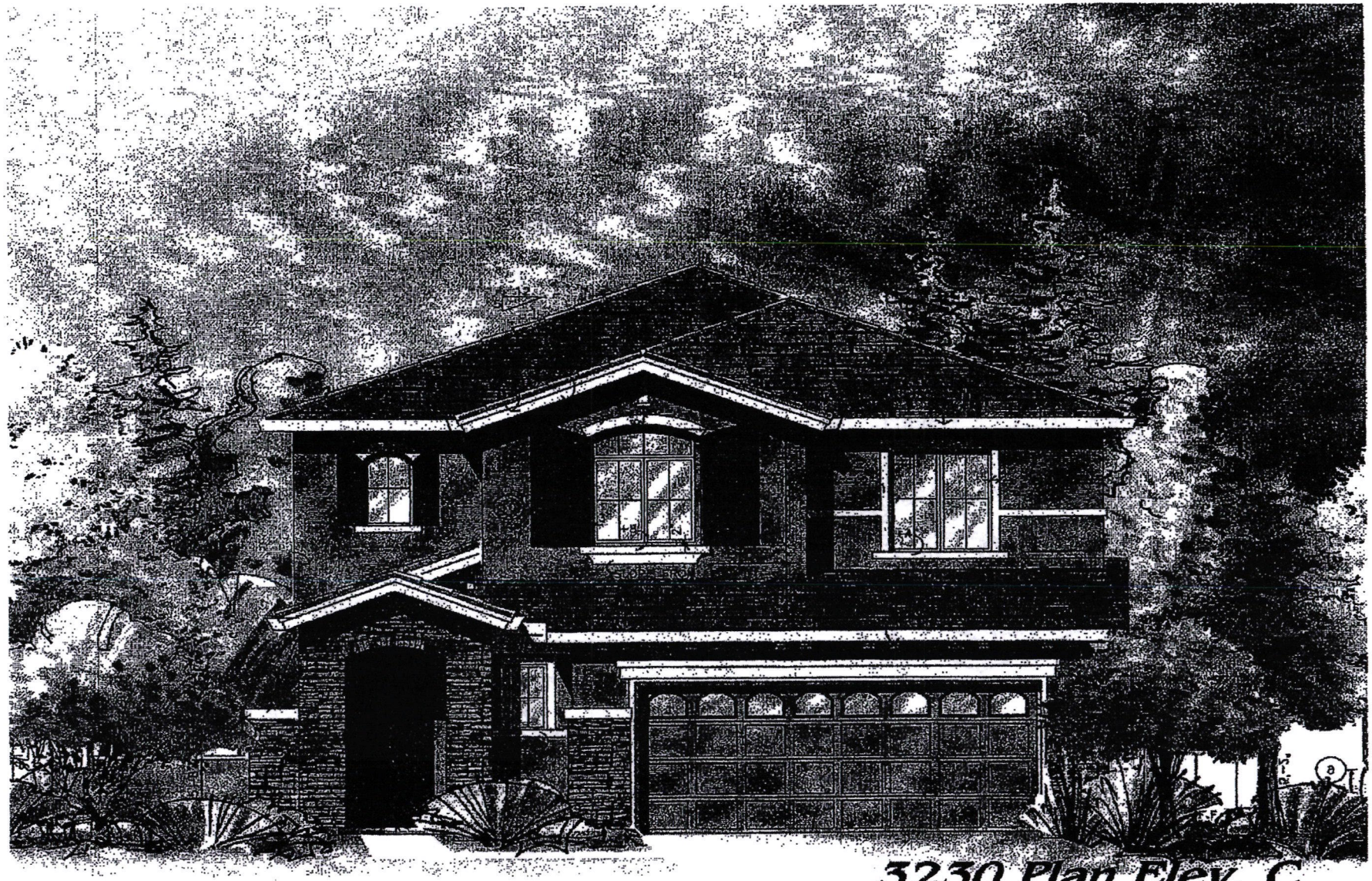
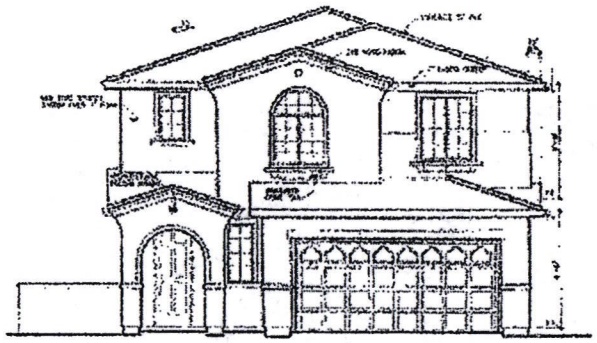


3230 Plan Elev. C



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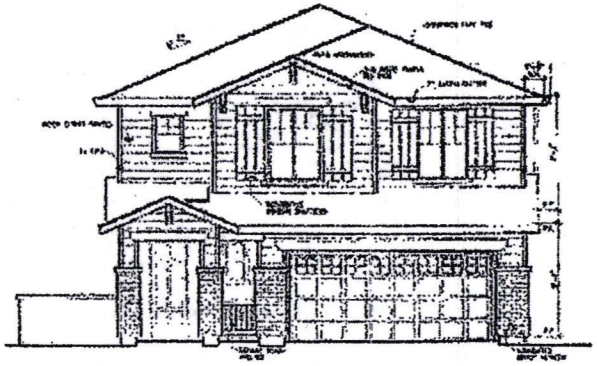

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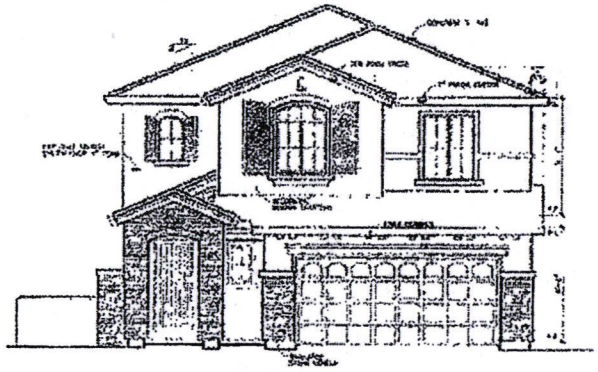

FRONT ELEVATION 'C': SP-3230

Woodside Homes

SUNRIDGE PARK

RANCHO CORDOVA, CA.

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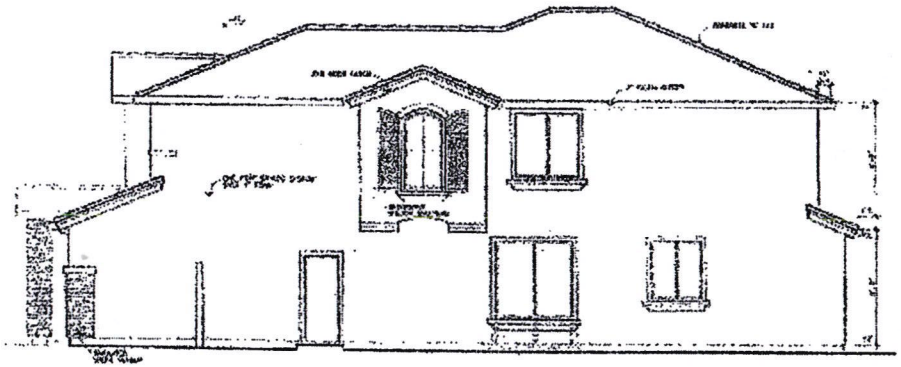

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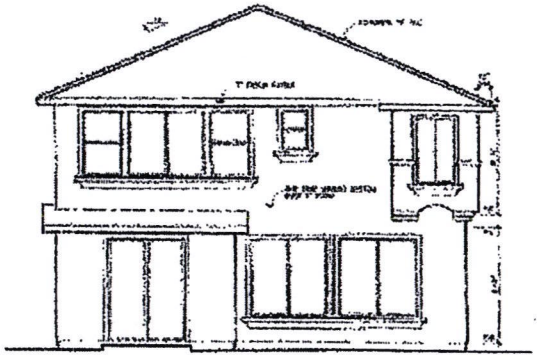

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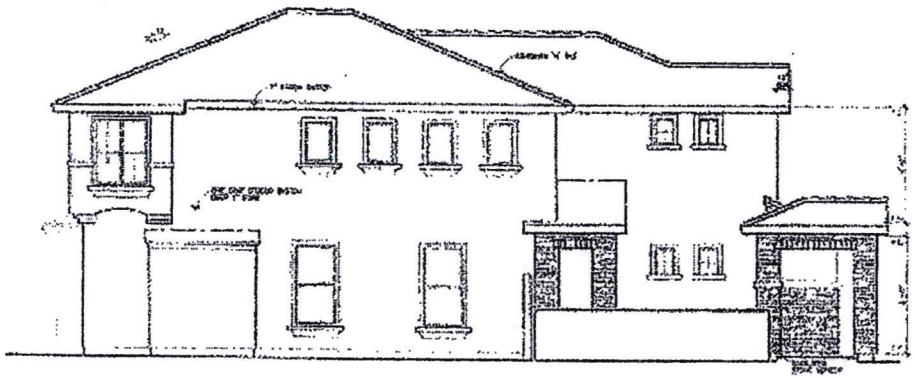

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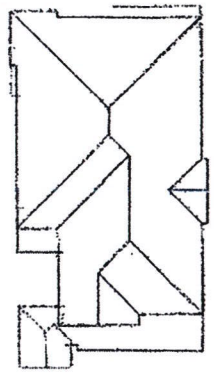

ROOF LINE ELEV. 'C' - SP-3230

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

NOV03

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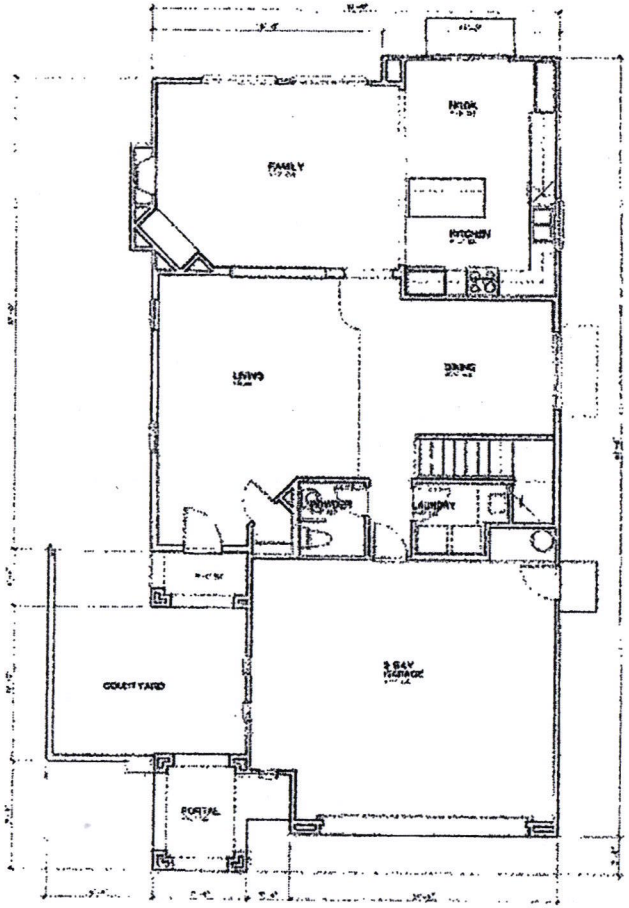

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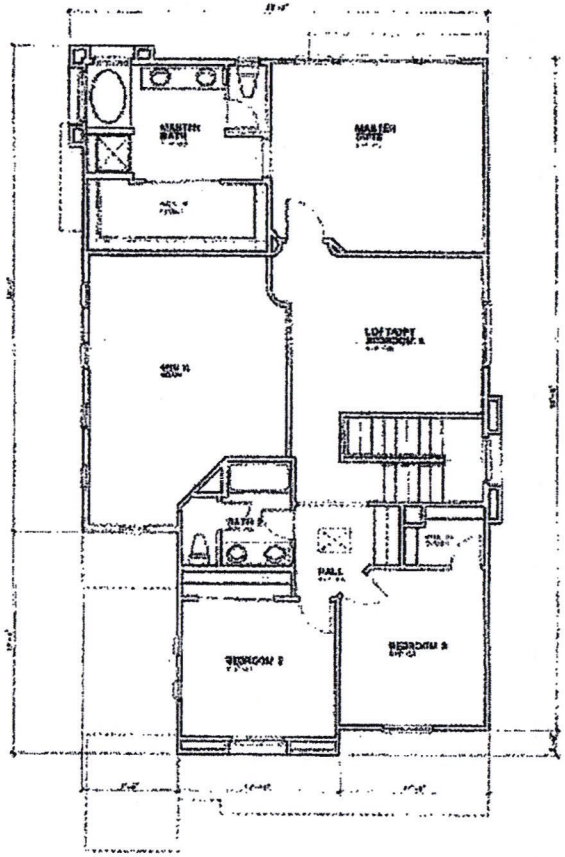

SECOND FLOOR ELEV. 'C' : SP-3230

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

MAR04
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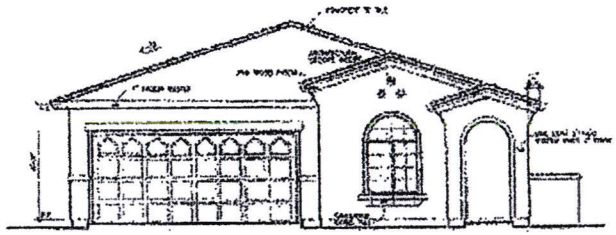

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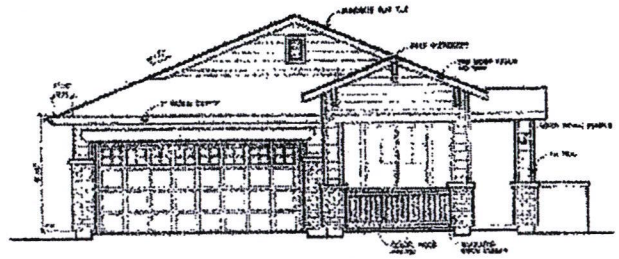

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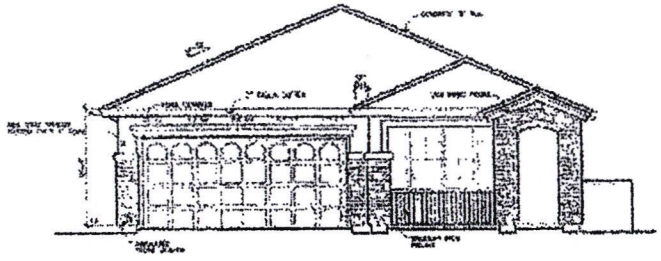

FRONT ELEVATION 'C' SP-3510

Woodside Homes

SUNRIDGE PARK
RANCHO CORDOVA, CA.

NOV03

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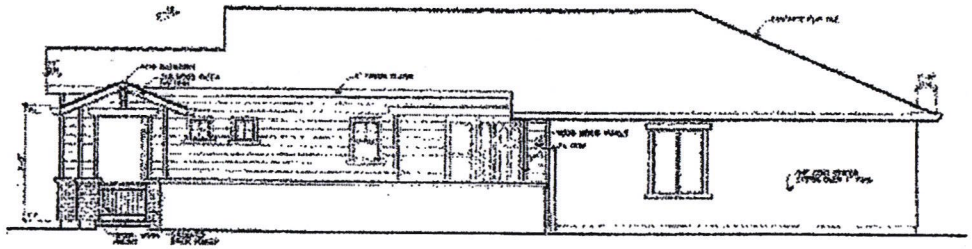

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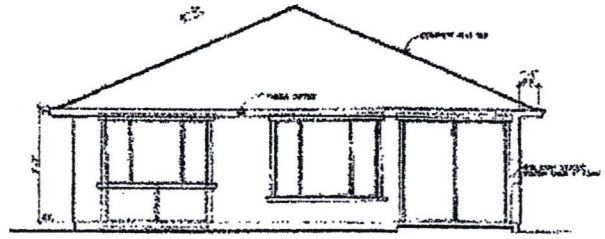
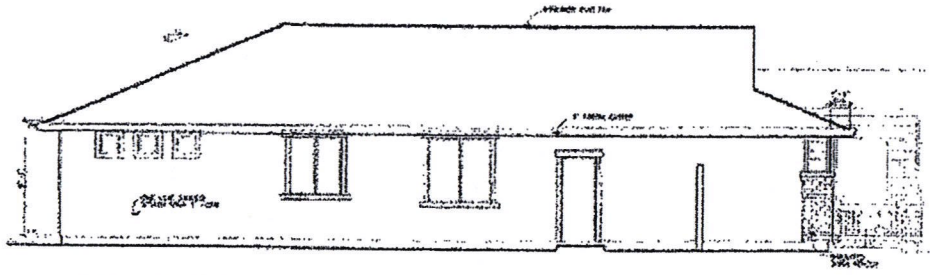


REAR ELEVATION 'B' - SP-3510



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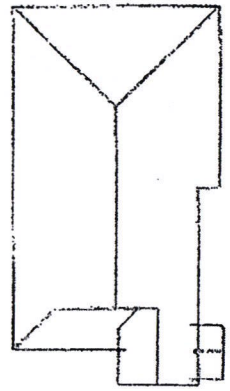

ROOF LINE ELEV. 'B' - SP-3510

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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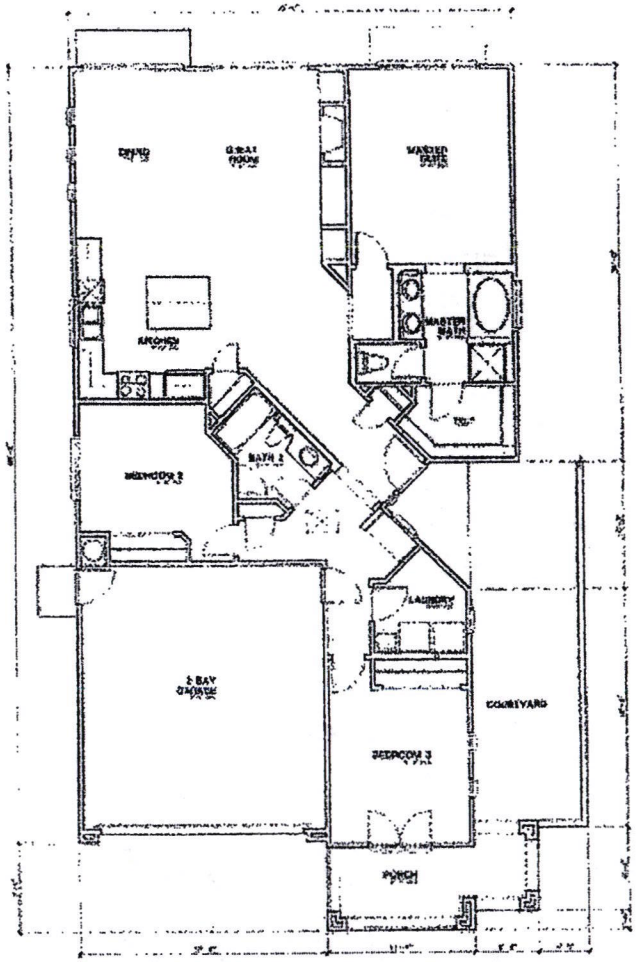

FLOOR PLAN ELEV. 'B' : SP-8510

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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WOODSIDE HOMES
Typical Frontyard Landscape
City of Rancho Cordova

SUNRIDGE DESIGN CONCEPT STATEMENT

The intent of the Front Yard Landscape Design Guidelines concept is the creation of an informal, tree graved landscape setting for the
Sundance residential villages. The planting design guidelines shall provide a cohesive manner in which housing villages and other site amenities can be linked together through their landscaped environment.

The distinctive village character shall be created through the recurring use of an assigned dominant street tree that provides a 'framework' for the residential streetscape. Each residential street shall be assigned a unique dominant street tree to differentiate its streetscape environment from the other villages. The dominant street tree species shall be selected from the tree species tree list.

Subordinate street trees shall be used in conjunction with the dominant street tree to further enhance the village character. The
subordinate street trees shall complement the dominant street tree and shall provide additional variety, texture, form and seasonal
color.

Front yard landscapes all utilize the consistent use of shrub and groundcovers from the design guideline's recommended plant palette and shall complement the street tree 'framework'.
Landscape design parameters shall encourage a uniform and rhythmic plant material layout that is important in providing an additional unifying element by creating a seamless ground plain treatment that 'flows' from one lot to another in a natural, continuous and fluid
landscape design.

SUNRIDGE PHASE/SECTION
TYPICAL PLANT LIST
BY WOODSIDE HOMES

A. FOUNDATION SHRUBS					
QTY TO BE					
Abelia 'Southern Indica	Glossy abelia	5gal	regular	full/partial	
Buxus 'Japonica'	Japanese boxwood	5gal	regular	full	
Rhaphiolepis indica compacta	Compact Indian hawthorn	5gal	moderate	full/partial	
Pittosporum tobira 'Wheeler's dwarf'	Dwarf mock orange	5gal		full/partial	
Raphiolepis indica 'Ballerina'	Indian hawthorn	5gal		full	
Rhaphiolepis indica compacta	Compact Oregon grape	5gal		full/partial	
B. ACCENT PLANTS/ SHRUBS					
Carissa carandas 'Green Carpet'	Green leaf carissa	5gal	moderate	full	
Hesperaloe parviflora	Yucca	5gal	moderate	full	
Leucophyllum langmaniae	Texas sage	5gal	regular	full/partial	
Lavandula dentata	Lavender	5gal	regular	full/partial	
Muhlenbergia rigens	Deer grass	5gal	infrequent	full	
Nerium oleander	Oleander	5gal	infrequent	full	
Salvia heterophylla	Australian bluebush	5gal	regular	full/partial	
C. HEDGE					
Photinia fraseri	Chinese photinia	5gal	regular	full	
Escallonia 'Frades'	Escallonia	5gal	regular/med	full/partial	
Ceanothus 'Joyce Coulter'	Wild Lilac	5gal	regular	full/partial	
Xylosma congestum 'Compacta'	Compact xylosma	5gal	moderate	full/partial	
Arbutus 'Marina'	Strawberry tree	5gal	low full		
D. ACCENT SHRUB					
Hypericum calycinum 'Hidcote'	Hidcote St. Johnswort	5gal	infrequent	full	
Nandina domestica	Nandina	5gal	infrequent	full/partial	
Phormium tenax	Flax	5gal	regular	full	
Rosa spp.	Rose	5gal	regular	full	
E. STREWARD CLASS					
Arctostaphylos 'Sunset'	Manzanita	5gal	regular	full	
Ceanothus 'Frosty'	Ceanothus	5gal	regular/med	full/partial	
Pittosporum tobira	Mock orange	5gal	regular	full/partial	
Rhaphiolepis 'Jack Evans'	Indian hawthorn	5gal	moderate	full/partial	
F. SHADE TREES					
Quercus agrifolia	Coast live oak	15gal	regular	full	
Quercus lobata	Valley Oak	15gal	regular	full	
Platanus acerifolia	Sycamore	15gal	regular	full	
Pistachia chinensis	Chinese pistache	15gal	moderate	full	
G. STREWARD ACCENT TREES					
Cercis occidentalis 'Texas Red'	Arbutus/red gray	15gal	regular	full	
Lagerstroemia indica	Crape myrtle	15gal	moderate	full	
Prunus cerasifera 'Krauter Vesuvius'	Purple flowering plum	15gal	regular	full	
H. EVERGREEN TREES					
Pinus canariensis	Monterey pine	15gal	regular	full	
Heteromeles arbutifolia	California Toyon	15gal	regular	full	
I. GROUND COVER					
Arctostaphylos 'Emerald Carpet'	Emerald Carpet Manzanita	1gal/flats	4'OC	medium/fine	full

Notes: Maintenance - Use 3/4 ply split board or corrugated concrete curbing
with areas 3' or less from concrete walks or other hard surfaces to prevent crossing of pavement.
Sprinklers on common lots are to be on a separate valve and metered on a designated bubbler system
at rear of lots and back flow @ south corner of lot behind playground fence. Sprinkler flow shall be
at 0.5 gpm/valve in all planting areas. Locate grade grates 24" behind back of curb
Plant trees 6' from back of curb, 6' minimum from driveways, 5' from fire hydrants,
and 3' min from underground utilities. Trees within 5' of concrete to have root barriers installed

SHT. NO.	
SHT. NAME	Typical Frontyard Landscape City of Rancho Cordova
PROJECT	WOODSIDE HOMES
DRAWN BY: GAUTHIER	
DATE: 7-18-04	
DWG. NO.:	
APPROVED BY:	

TYPICAL LOT LANDSCAPE
VILLAGE 1A & 11A

SYMBOL LEGEND AND NOTES

	A. FOUNDATION SHRUB 1 - GAL		F. SHADE TREE 15 - GAL
	B. ACCENT SHRUB 1-GAL PERENNIAL		G. BROADLEAF TREE 15 - GAL
	C. HEDGE 1 - GAL		H. EVERGREEN TREE 15 - GAL
	D. ACCENT SHRUB 5-GAL		I. TURF FESCUE SOD BLEND
	E. SOD/HYDRO SEED 1 - GAL		GROUND COVER FLOX 12" O.C.

NOTES:

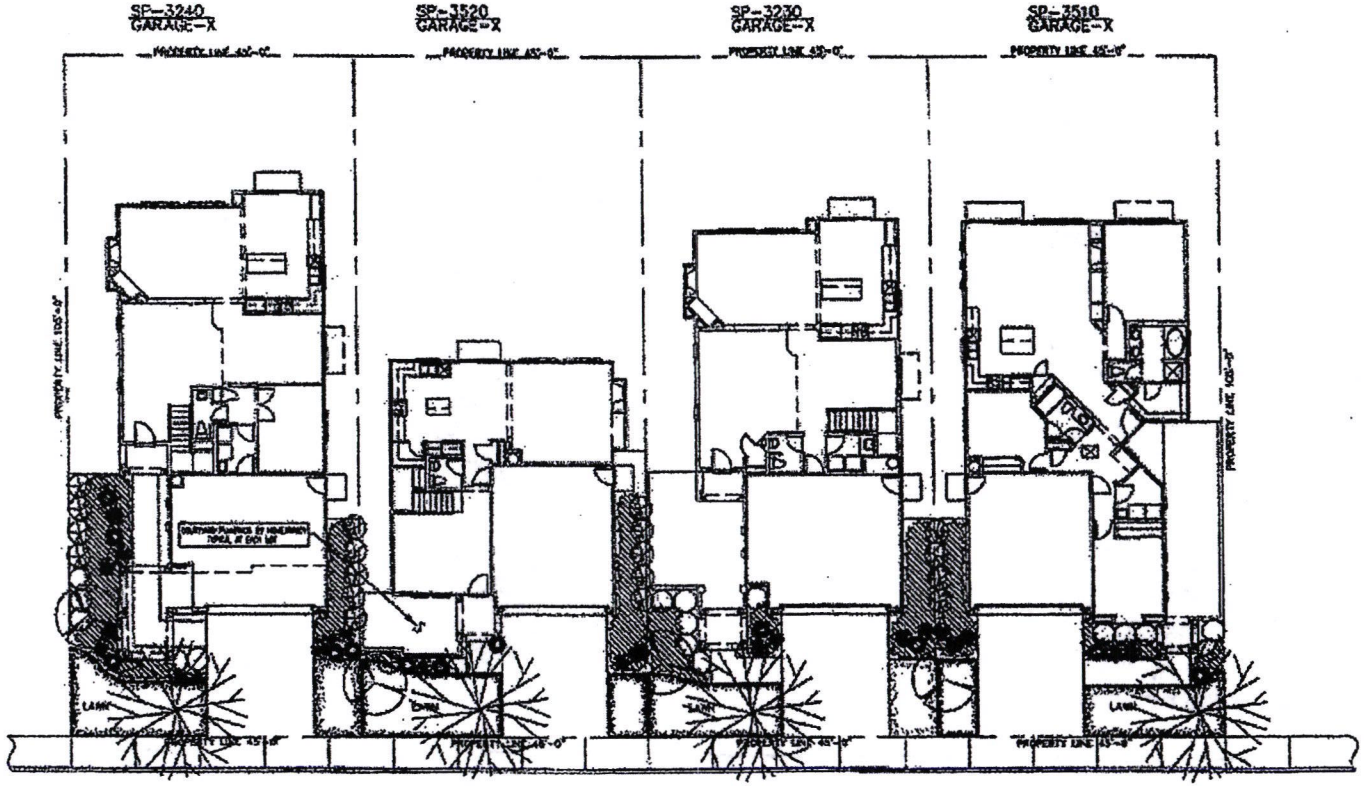
Front yards are to receive 15 - 1gal shrubs, 8 - 5gal shrubs 1 - 15gal shade tree, and 1 -15gal accent tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.

Corner lots are to recieve an additional 3 - 15gal Evergreen trees, shrubs spaced at 5' on center along fence, and ground cover at 12" o.c.

Mowcurb to be 1" epic board.

Bark ll be cedar or redwood, max size 3/4". Shredded meterial is not acceptable.

Frontyard and sideyard downspouts are to be connected to drainage system. Drainlets to be 3" with 6" basins and grates located behind fence, and 2' back of walk. Use speed-grates in all enclosed and interior planters.

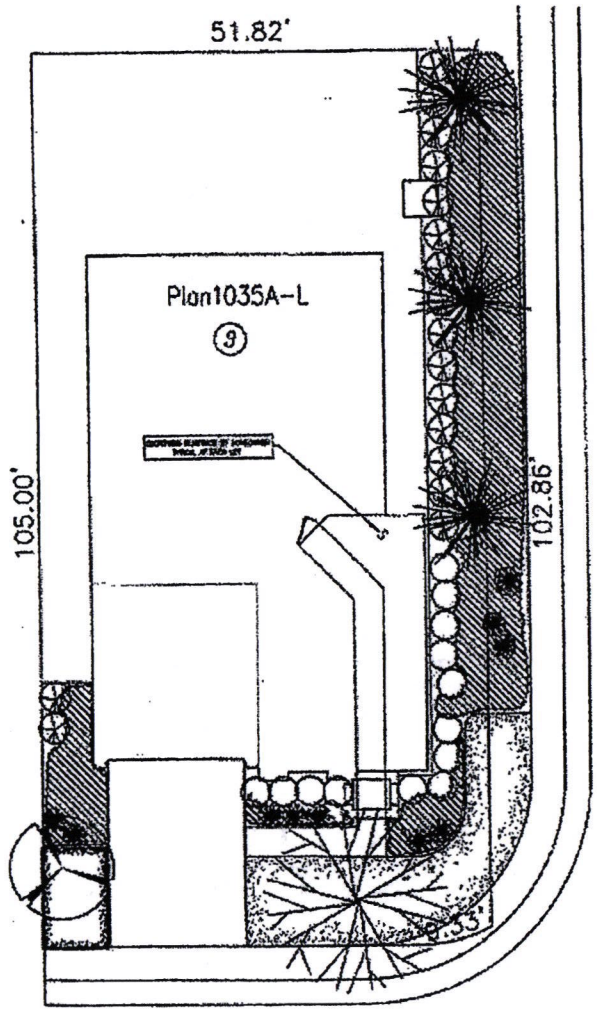


SHT. NO.

SHT. NAME
Typical Frontyard Landscape
City of Rancho Cordova

PROJECT
WOODSIDE HOMES

DRAWN BY: GAUTHIER
DATE: 7-19-04
DWG. NO.:
APPROVED BY:



SYMBOL LEGEND AND NOTES

	A. FOUNDATION SHRUB 1 – GAL.		F. SHADE TREE 15 – GAL.
	B. ACCENT SHRUB 1-GAL. PER SHRUB		G. SPECIMEN TREE 15 – GAL.
	C. HEDGE 1 – GAL.		H. EVERGREEN TREE 15 – GAL.
	D. ACCENT SHRUB 5–GAL.		SHRUB MASS WITH MIN MIXED SHRUB SIZE & SPACING
	E. SIDEYARD SHRUBS 1 – GAL.		GROUND COVER PLANTS 12" O.C.

Front yards are to receive 15 – 1gal shrubs, 8 – 5gal shrubs 1 – 15gal shade tree; and 1 –15gal accent tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.

Corner lots are to recieve an additional 3 – 15gal Evergreen trees, shrubs spaced at 5' on center along fence, and ground cover at 12" o.c.

Mowcurb to be 1" epic board.

Bark is be cedar or redwood, max size 3/4". Shredded material is not acceptable.

Frontyard and sideyard downspouts are to be connected to drainage system, Drainlines to be 3" with 8" basins and grates located behind fence, and 2' back of walk. Use splash-grates in all enclosed and interior planters.

CORNER LOT LANDSCAPE
VILLAGE 1A AND 11A

SHT. NO.

SHT. NAME: Typical Frontyard Landscape City of Rancho Cordova

PROJECT: WOODSIDE HOMES

DRAWN BY: GAUTHIER

DATE: 7-19-04

DWG. NO.:

APPROVED BY:

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the Design Package (Exhibit A) recommended to the City Council by the Planning Commission dated September 9, 2004.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director. The developer will install full window and door treatments on all four elevations of the proposed residential buildings. All subsequent phases shall be reviewed and approved by the Planning Director.	Prior to Building Permit	Planning	
4.	Each phase of the development will be pre-plotted and approved before sale of residence within the proposed phase. The criteria used for the approval of these phases will be as follows: • No more than three, two stories will be placed in a row and a minimum of two single-story homes in a row shall flank the three two-stories on at least one side. • Two of the same architectural style or color scheme will not be	Prior to Building Permit	Planning	

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	placed next to each other. • No more than two of the same floor plans that are side by side must have different elevations. • Floor plans 3240 and 3520 must be used on at least 50% of the lots within Village 1 and 11. • Floor plan 3230, 3240 and 3510 shall provide separated entry walks from the public sidewalk to the front entry or patio.			
5.	Developer shall submit a plan indicating which units will be located within the 16 foot front setback and it shall be approved by the Planning Director. No more than three units in a row shall encroach into the front setback.	Prior to Building Permit	Planning	
	Prior to Final Inspection and Utility Release			
6.	Submit final site landscaping plan for review and approval by the Planning Director prior to installation. Landscaping shall be installed prior to final inspection.	Prior to Final Inspection	Planning	
7.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning	
8.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources	

E-H. **Consideration of the Design Review for SUNRIDGE PARK VILLAGE 1 AND 11 – Project No. RC-04-118; SUNRIDGE PARK VILLAGE 7 AND 8 – Project No. RC-04-119; SUNRIDGE PARK VILLAGE 6 – Project No. RC-04-120; SUNRIDGE PARK – Project No. RC-04-121:**

Principal Planner, Bill Campbell presented the staff reports and recommended the Planning Commission forward a recommendation to the City Council to adopt resolutions approving the Design Review for Project No's. RC-04-118, RC-04-119, RC-04-120, and RC-04-121, subject to the Findings and Conditions of Approval. Chair Smith opened the public hearing and took testimony from Bron Leatham, project applicant.

The Commissioners had the following concerns and comments:

- How early in the process did you have a clear understanding of the Cities intention of the Garage Orientation Policy? 75% of the product was already selected before we were told about the policy; however, we took the plans and worked with staff through a number of sessions.
- Are solar panels an option on the homes? No, it is not cost effective for the builder, but it's possible that it can be offered to the homeowner as an option.
- Can homeowners change the colors of the houses or do the CCR's restrict the color? Colors are tough to regulate and it's not known if there are any proposed CCR's for this project.
- Do the homeowners need a building permit to paint the house? No. How about for re-roofing a house? Yes, they will need a roofing permit.

The Commissioners felt staff adequately addressed the above concerns and comments.

Action:

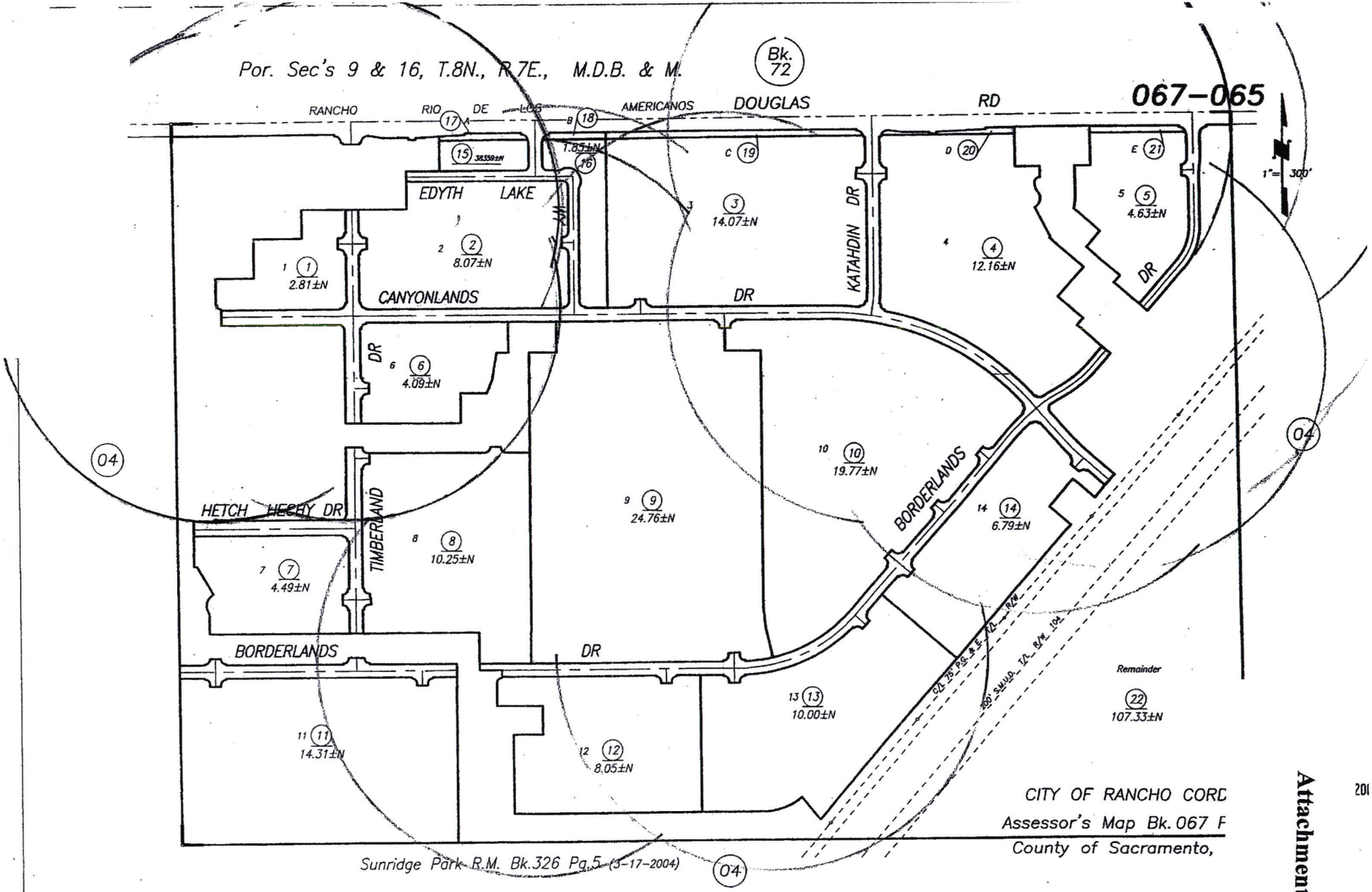
Motion 1: Commissioner Burke moved, seconded by Vice Chair Vance to recommend the Planning Commission forward a recommendation to the City Council to find that the Mitigated Negative Declaration prepared for Sunridge Park adequately addresses the environmental impacts of the project according to the California Environmental Quality Act Guidelines (CEQA).

Motion 2: Commissioner Moe moved, seconded by Commissioner Savorn to recommend the Planning Commission forward a recommendation to the City Council to adopt resolutions approving the Design Review for Sunridge Park, Project Nos. RC-04-118, RC-04-119, RC-04-120 and RC-04-121, subject to the Findings and Conditions of Approval.

Vote on the Motions:

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

There being 6 Ayes, 0 Noes and 1 Absent, the motions are hereby declared to be passed.



Attachment 3

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Douglas Road 103 Investors
7700 College Town Drive #118
Sacramento, CA 95826

Louis B. Sullivan & Boyd Smith & Tr
2560 Mission College Blvd. #101
Santa Clara, CA 95054

Grantline Investors Inc.
7700 College Town Drive #109
Sacramento, CA 95826

Cresleigh Homes Corp.
433 California Street #7th
San Francisco, CA 94104

Seabourne Enterprises, L.P.
7637 Vasos Way
Fair Oaks, CA 95828

Aerojet - General Corp.
P.O. Box 13222
Sacramento, CA 95813

Aerojet - General Corp.
P.O. Box 13222
Sacramento, CA 95813

Aerojet - General Corp.
820 Coolidge Drive #155
Folsom, CA 95630

Interstate Properties LLC
3909 Security Park Drive
Rancho Cordova, CA 95742

Sunridge Investors, LLC
7700 College Town Drive, Suite 215
Sacramento, CA 95826

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Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Rancho 80, LLC
1508 Eureka Road, Suite 203
Roseville, CA 95661

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Beazer Homes Holdings Corp.
3721 Douglas Blvd., Suite 100
Roseville, CA 95881

Beazer Homes Holdings Corp.
3721 Douglas Blvd., Suite 100
Roseville, CA 95881

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City Council Staff Report

Date: October 18, 2004 (Continued from 10/4/04)
Project: Sunridge Park, Village 7 and 8
File: RC-04-119
Request: Design Review for Model Homes in Sunridge Park in the RD-5 Zone.
Location: East of Jaeger Road, south of Douglas Road., in the Sunridge Park Subdivision, within the SunRidge Specific Plan
APN: 067-0650-004, 005, 009, 010.
Planner: William Campbell, Principal Planner

APPLICANT/OWNER/DEVELOPER:	ARCHITECT
Woodside Homes of California 111 Woodmere Drive, Suite 190 Folsom, CA 95630	Ball Architects Phoenix, Az.

Staff Recommendation:

1. Find the Mitigated Negative Declaration prepared for the Sunridge Park is adequate and addressed the environmental impacts of the project and determine it is exempt from further review under CEQA.

2. City Council of the City of Rancho Cordova adopt Resolution 150-2004 approving the Design Review for Project No. RC-04-119, subject to the findings in the resolution and attached Design Package (Exhibit A) and Conditions of Approval (Exhibit B).

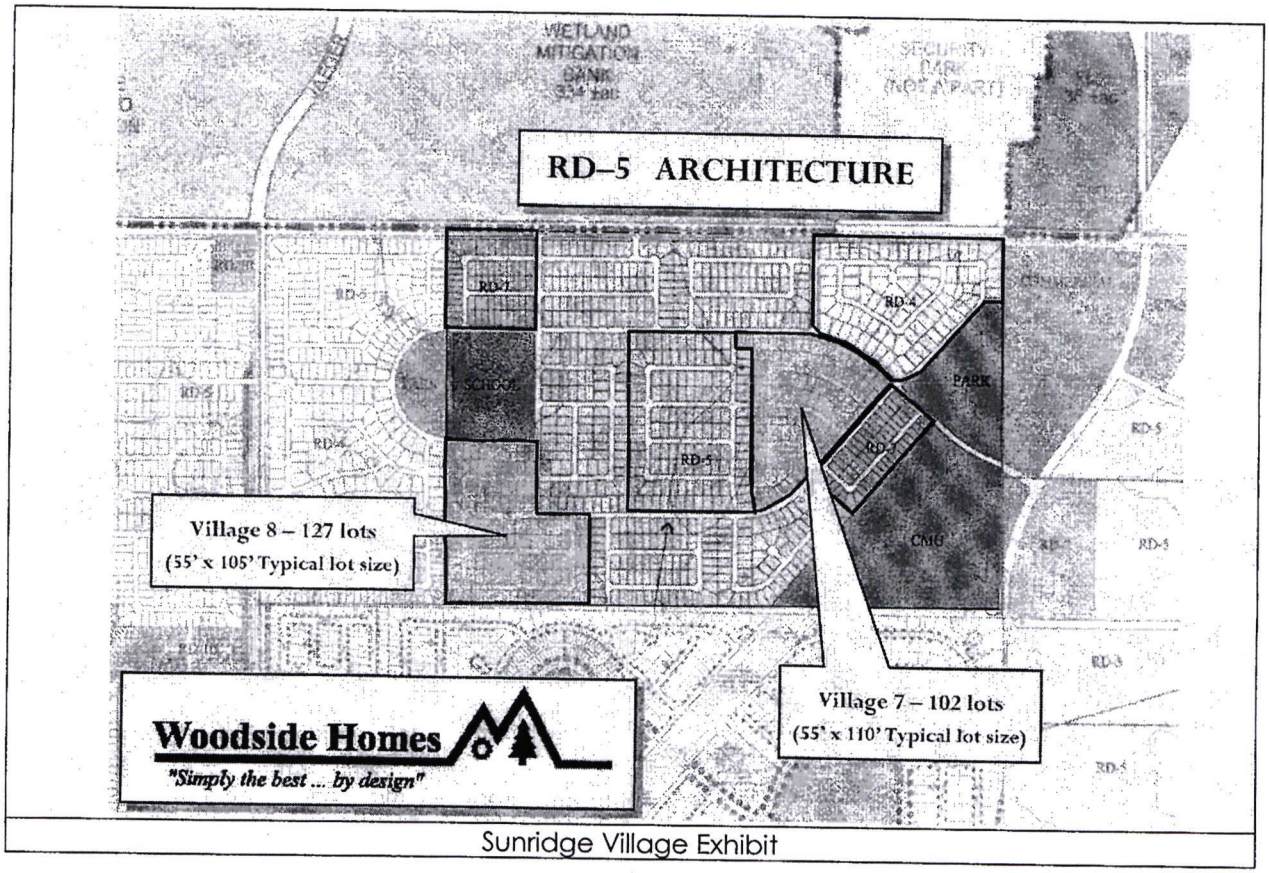
Background:

Woodside Homes has purchased Villages 7 and 8 in the Sunridge Park Subdivision and wishes to build single family homes. The project area has been rough graded and the street pattern has been established by the final map for Sunridge Park. Village 7 is located in the southwest corner of the subdivision and Village 8 is located in the eastern half of the development, adjacent to Village 11 (see location map in design package).

Analysis:

The applicant has indicated the proposed housing product is a new line for Villages 7 and 8 and has not been constructed previously. Both village are zoned RD-5 with an average lot size of 55' X 105' and 55' X 110' respectively, which is consistent with the required development standards for this zoning. There will be 102 single-family residential lots within Village 7 and 127 lots in Village 8. The developer is proposing to use the same house plans within these two village areas. The developer is presenting four two-story home plans, with three architectural styles described as "Hacienda", "Southern European" and "Rural Americana".

AGENDA ITEM # 10



Sunridge Village Exhibit

The City's adopted Design Review Ordinance provides findings that all projects requiring design review must meet. Those findings are as follows:

Design Review for Model Home Plans

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

Evidence to Support Findings

1) The developer has presented a design package which includes four different floor plans with three architectural styles per plan, for a total of twelve basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of forty-eight different compositions within the tract. The architectural styles range from two Mediterranean influenced designs and one style influenced by the Arts and Crafts Movement. One of the most prominent features of the designs is the added articulation to the side and rear elevations. Projecting window boxes, enhanced window and door trims, and expanded porch details give these homes the added richness to the architecture that many of the other models in the other tracts do not include in their designs. The presented designs make them one of the best designed packages the City has seen to date.

The applicant has submitted 3 of the 4 plans (Plans 4410, 4430 and 4440) that merit favorable consideration in meeting the intent of the "Garage Orientation and Placement Policy", to reduce the appearance of garage doors fronting the street. All four plans present some form of a porch feature forward of the garage door plane; however, plan 4420 presents only a entry porch structure that projects in front of the main portion of the building and staff does not believe this design is as strong as the other three to qualify as an alternative design.

The following descriptions offer support for the three plans:

Plan 4410 - This plan presents a covered, expanded porch and entry detail that is structurally integrated into the main building. The "Hacienda" does not fully cover the porch area, but provides an open court yard that is characteristic of this style. The strongest features of these homes are the consistent use of the design features on all elevations. Although these plans do not strictly meet the Policy, the off-set of the garage plane is approximately 7' from the structural projection of the entry porch. This plan also provides for a third car garage in tandem. It is staff's opinion that this plan should be accepted as one that meets the Policy.

Plan 4430 - This plan is unique in that the two car garage is served by two single-car door openings, except for the "Hacienda" style. The two single-car garage doors are off set from each other, providing greater relief to the building face. This developer is providing a greater level of design on all four sides, as a means to compensate for lack of habitable space or porch area extending in front of the garage or changing the orientation of the garage entry to a side load configuration. It is staff's opinion that plans 4430, elevation B and C should be accepted as plans meeting the Policy.

Plan 4440 - Similar to Plan 4410, this plan extends a porch entry feature and habitable living space forward of the garage plane. The off-set is approximately 7' from the entry porch to the garage door plane, with an intermediate off-set of habitable space. As shown on elevation B, the extended court yard area would enhance these homes front appearance and should be part of the project approval for this unit to qualify as a design alternative to the Policy. As previously mentioned, the design of these homes is being offered as a means to compensate for the reduced setback between the house and garage plane and it is staff opinion that the improved design of the homes out weighs the garage orientation.

2) The developer is proposing all two-story homes in Villages 7 and 8. They are not proposing to pre-plot the homes on the lots; therefore, the Planning Department will review individual plans for compliance with setbacks and also to ensure the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. Staff has placed the same criteria for unit placement within the Conditions of Approval to ensure there will be no building repetition, duplication of color schemes and to control the mass of buildings along the street.

3) The applicant has presented a bold color scheme for the units in this tract. The colors are darker than color scheme reviewed and approved in the past. These colors added to the two story structures will make the homes appear smaller than if colored in the lighter tones. The darker colors enhance the architecture of these homes and allow the details and trim stand out and accent the buildings.

4) The Applicant has submitted an example of a corner and interior lot landscaping that covers the front and second street side yard areas. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

5) Villages 7 and 8 are composed of larger homes on larger lot configurations (55' X 105' and 55' X 110') at an upper end price range for the move-up market. The two villages are separated by more than 1,000 feet and at least two other villages by different builders to ensure the mass of the two stories are not over whelming to the neighborhood.

Environmental Analysis:

The Sunridge Park project was analyzed within an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant. No further assessment is required for the design review for the home design.

Conclusion:

The applicant has presented a design package for Villages 7 and 8 in Sunridge Park are consistent with the design guidelines of the Specific Plan and the City's Design Review Ordinance. The homes will provide ample variety in unit size, color and building configuration between the four floor plans and three architectural styles to meet the design policies of the Ordinance. These homes present the highest level of architectural detail consistently used on all four sides, and would raise the design bar for new homes in Rancho Cordova.

Financial Implications to City:

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

Recommended Motions:

1. "I move the City Council find the Mitigated Negative Declaration for Sunridge Park is adequate for the environmental review, under California Environmental Quality Act (CEQA)".

2. "I move the City Council adopt a Resolution 150-2004 approving the Design Review for the Woodside Homes Project No. RC-04-119, subject to the findings and evidence included in the staff report and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, (Exhibit A) and Conditions of Approval (Exhibit B)".

Attachments:

1. Resolution 150-2004, including the Design Review Package and Conditions of Approval.
2. Planning commission Minutes of September 9, 2004
3. 500' foot mailing list and map.

RESOLUTION # 150-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR SUNRIDGE PARK VILLAGES 7 and 8 PROJECT # RC-04-119

WHEREAS, Woodside Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for Sunridge Park Villages7 and 8; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Sunridge Park Subdivision adopted in September, 2003 by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; and

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

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

Findings:

1. CEQA

   Finding:
   The project site has been analyzed as part of the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Sunridge Park Subdivision in compliance with the California Environmental Quality Act (CEQA).

   Evidence: The Sacramento County Board of Supervisors adopted the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Sunridge Park Subdivision. The environmental issues of aesthetics of the development for the project site were adequately addressed within the document. This project will not create any significant adverse impact on the environment.

2. DESIGN REVIEW

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

Findings:

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

1) The developer has presented a design package which includes four different floor plans with three architectural styles per plan, for a total of twelve basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of forty-eight different compositions within the tract. The architectural styles range from two Mediterranean influenced designs and one style influenced by the Arts and Crafts Movement. One of the most prominent features of the designs is the added articulation to the side and rear elevations. Projecting window boxes, enhanced window and door trims, and expanded porch details give these homes the added richness to the architecture that many of the other models in the other tracts do not include in their designs. The presented designs make them one of the best designed packages the City has seen to date.

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Plan 4440 - Similar to Plan 4410, this plan extends a porch entry feature and habitable living space forward of the garage plane. The off-set is approximately 7' from the entry porch to the garage door plane, with an intermediate off-set of habitable space. As shown on elevation B, the extended court yard area would enhance these homes front appearance and should be part of the project approval for this unit to qualify as a design alternative to the Policy. As previously mentioned, the design of these homes is being offered as a means to compensate for the reduced setback between the house and garage plane and it is staff opinion that the improved design of the homes out weighs the garage orientation.

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5) Villages 7 and 8 are composed of larger homes on larger lot configurations (55' X 105' and 55' X 110') at an upper end price range for the move-up market. The two villages are separated by more than 1,000 feet and at least two other villages by different builders to ensure the mass of the two stories are not over whelming to the neighborhood.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of October, 2004

AYES:
NOES:
ABSENT:
ABSTAIN:

LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

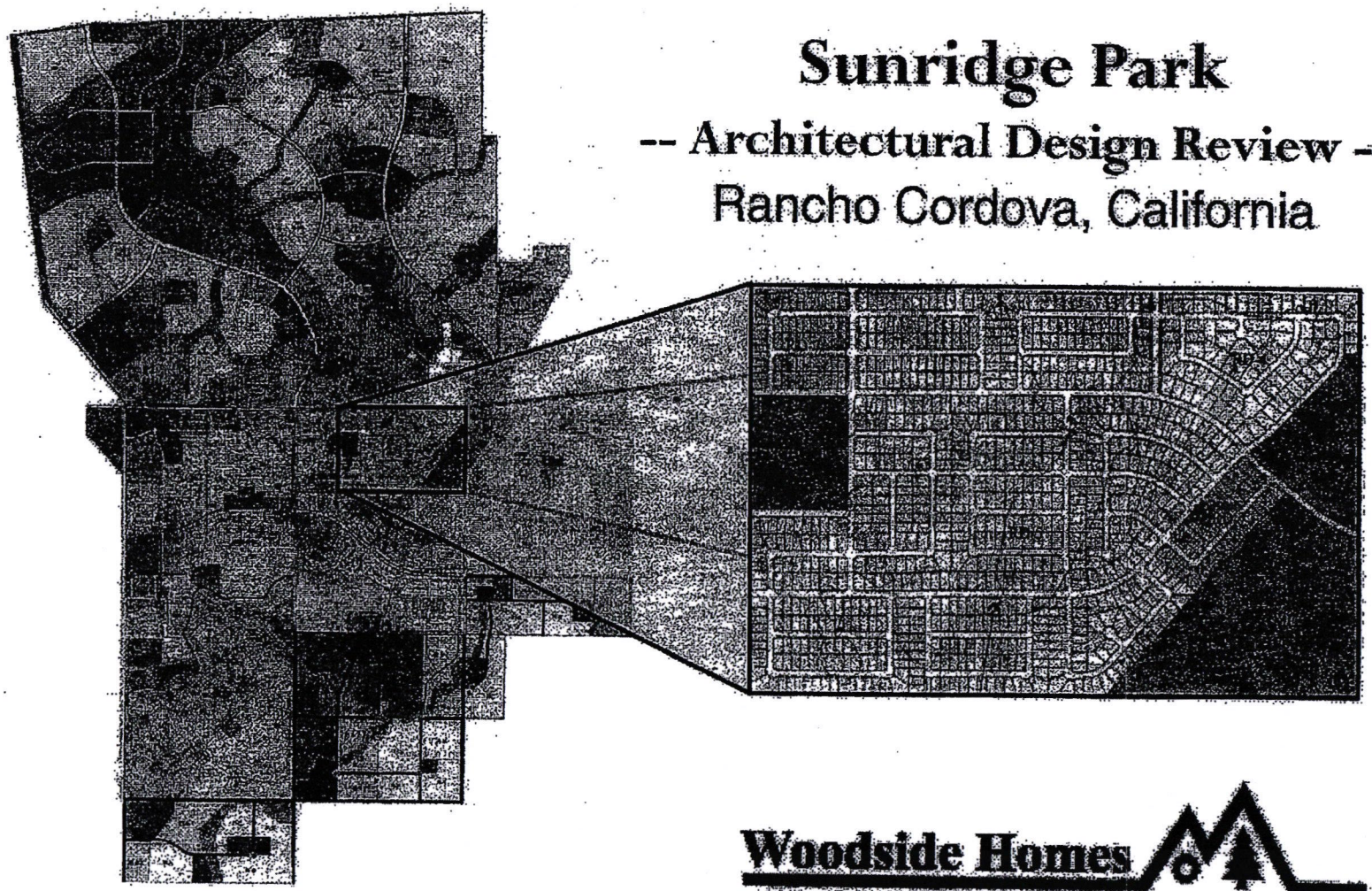
ATTEST:

LILLIAN HARE
CITY CLERK

Sunridge Park

-- Architectural Design Review --

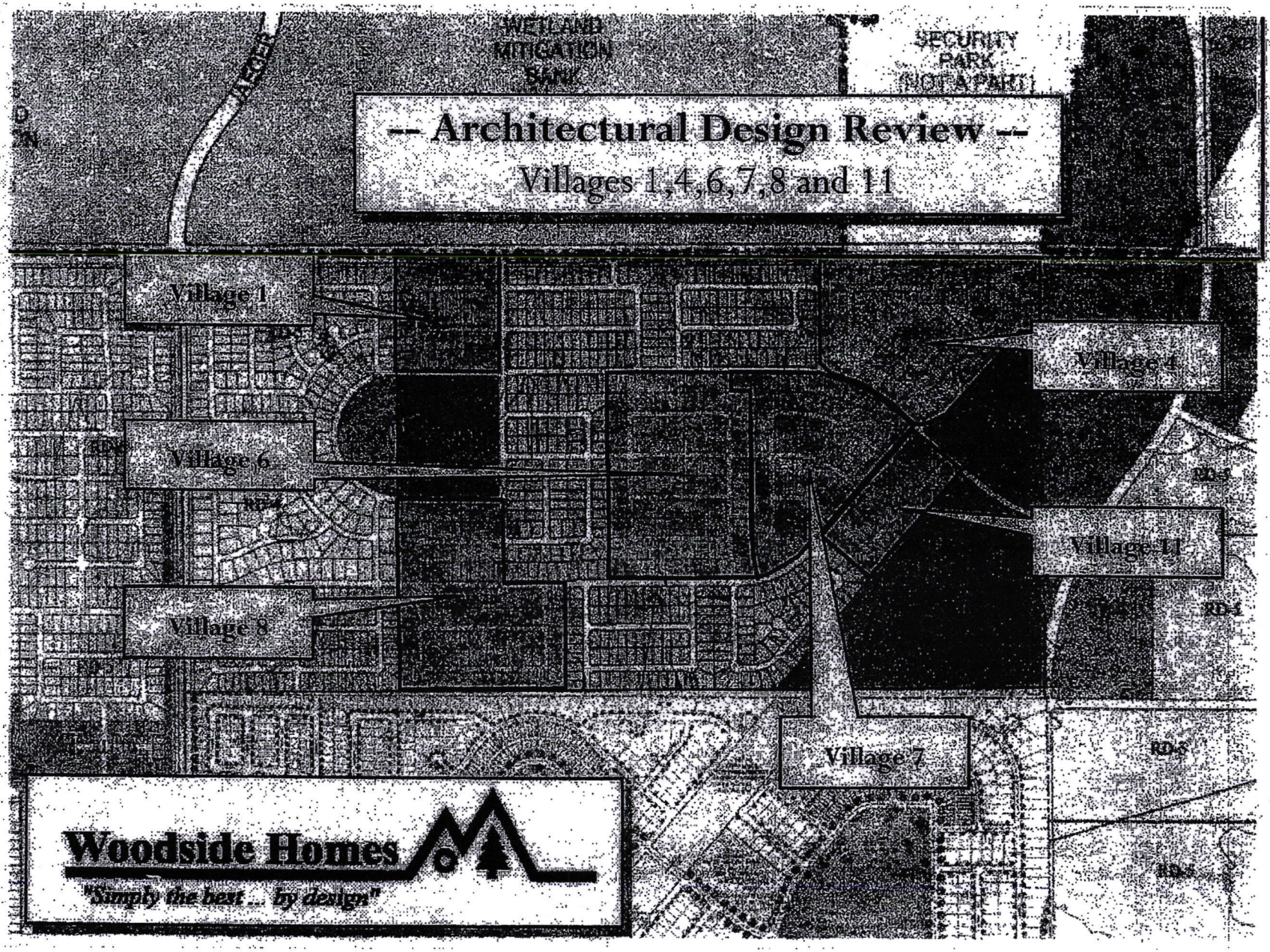
Rancho Cordova, California



Woodside Homes

"Simply the best ... by design"

Exhibit A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Villages 1,4,6,7,8 and 11
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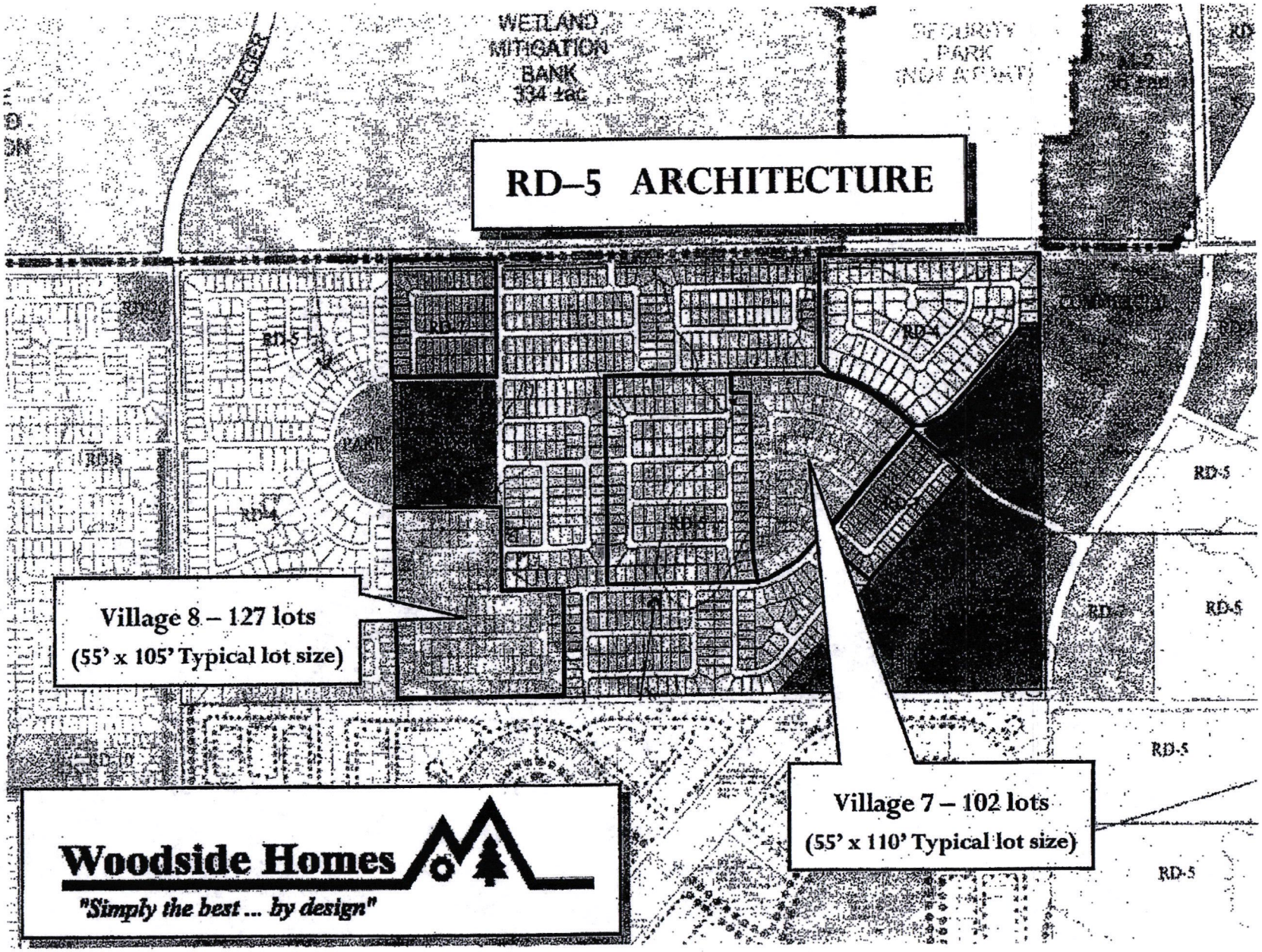
Village 6
Village 11
Village 8
Village 7
RD-5
RD-4
RD-1
Woodside Homes
"Simply the best ... by design"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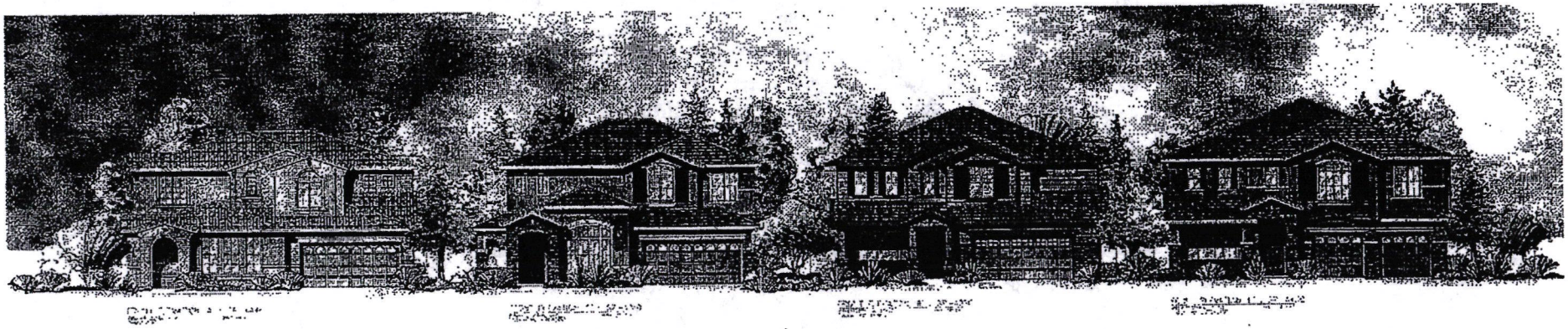
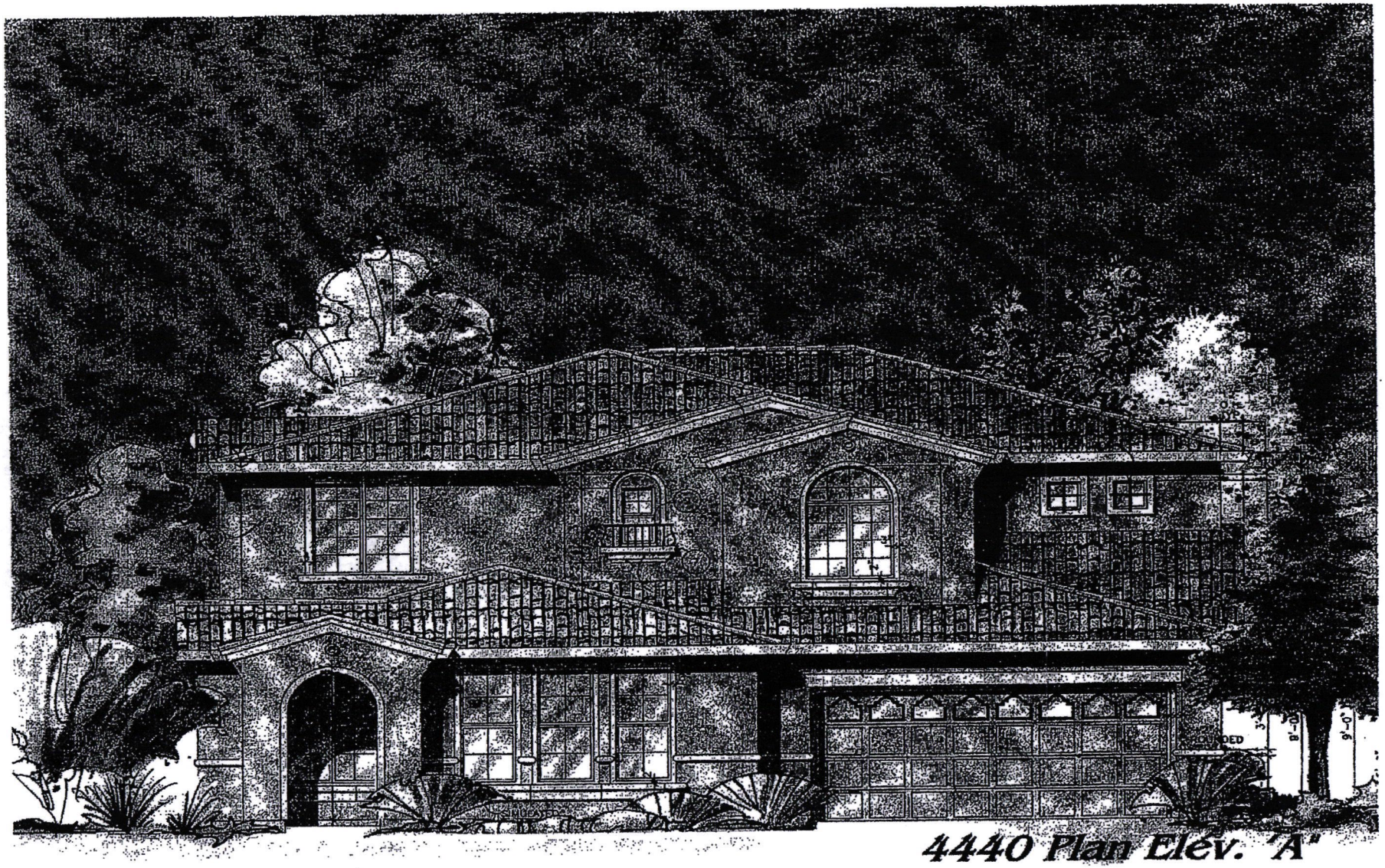
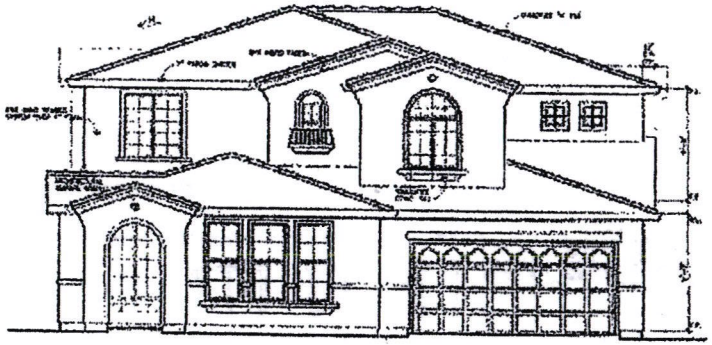
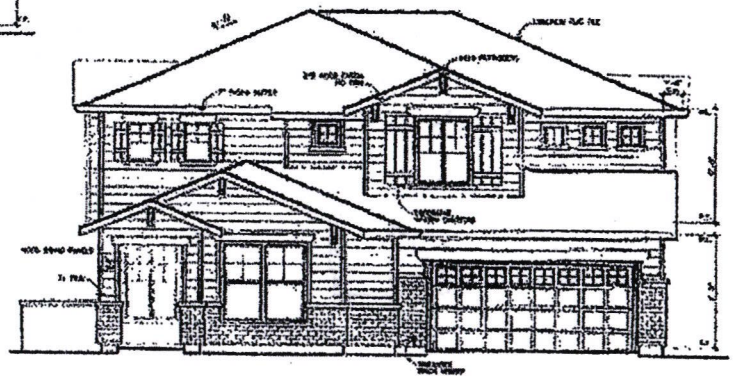




4440 Plan Elev. 'A'



FRONT ELEVATION 'A' - SP-4440



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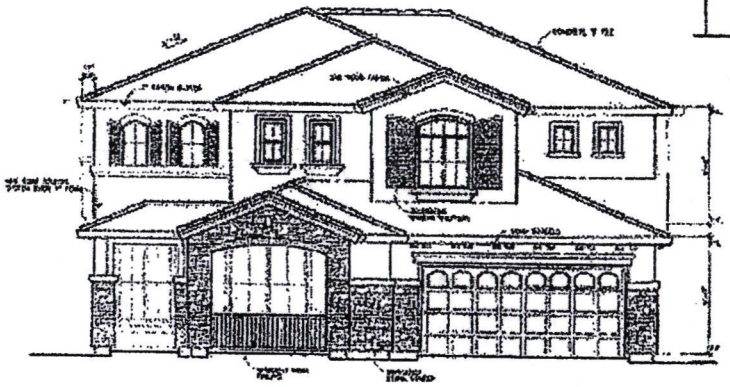
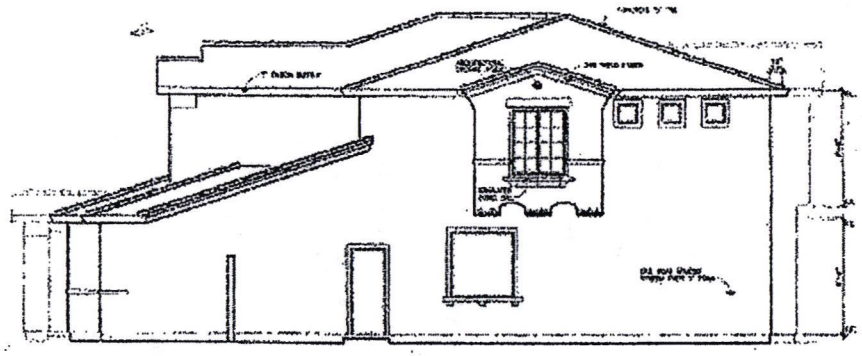


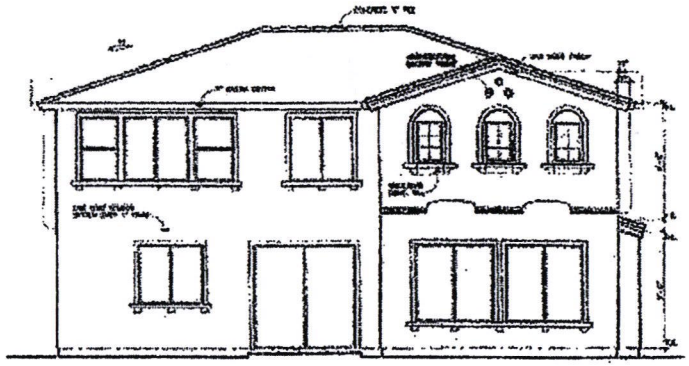
FRONT ELEVATION 'C' - SP-4440

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

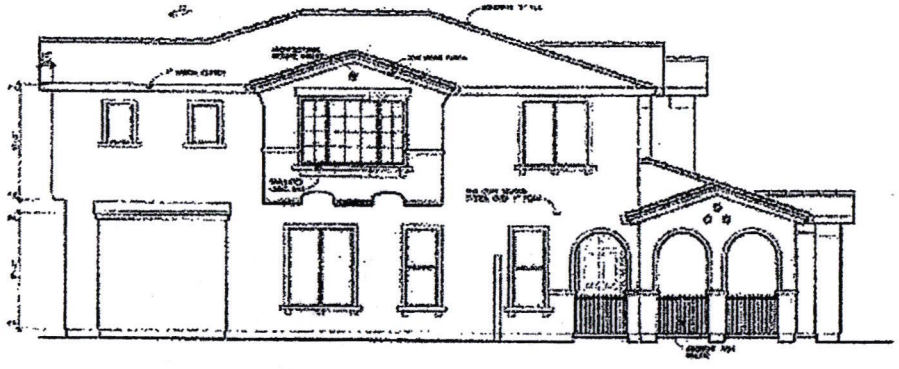
DATE APR04
JOB 0320
SHEET A1



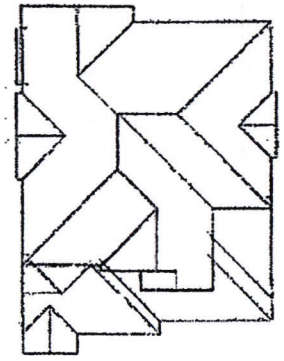
RIGHT SIDE ELEV. 'A' - SP-4440



REAR ELEV. 'A' - SP-4440



LEFT SIDE ELEV. 'A' - SP-4440



ROOF LINE OF ELEV. 'A' - SP-4440

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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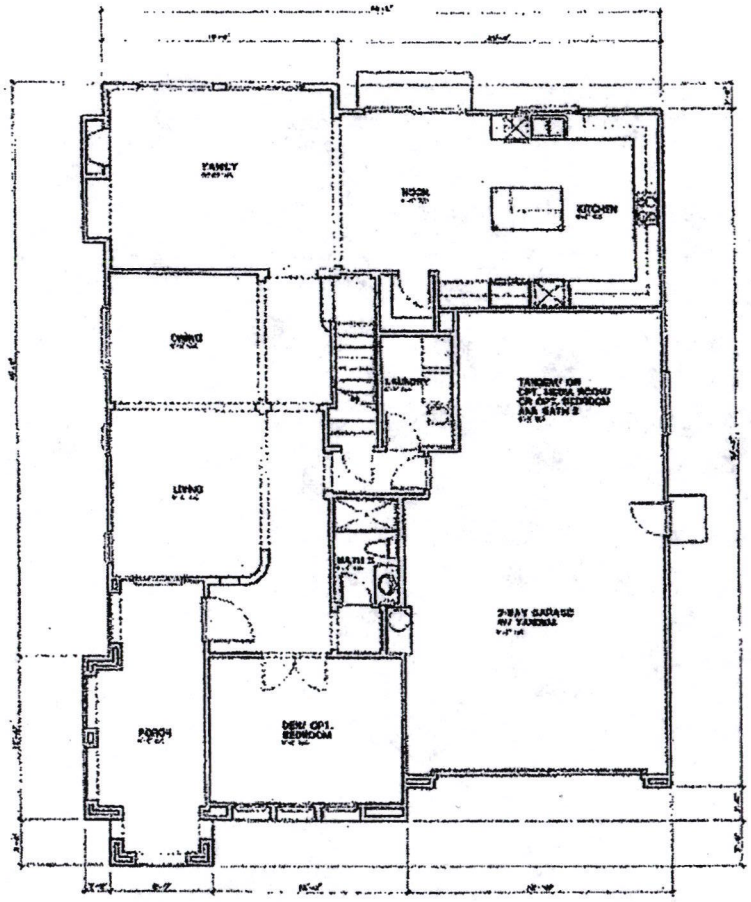
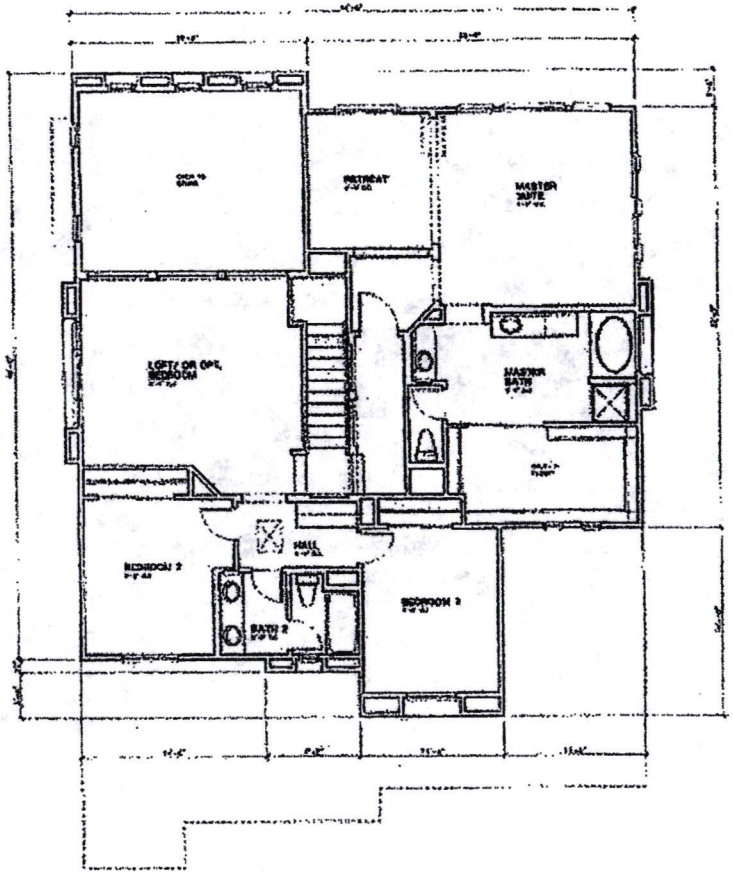


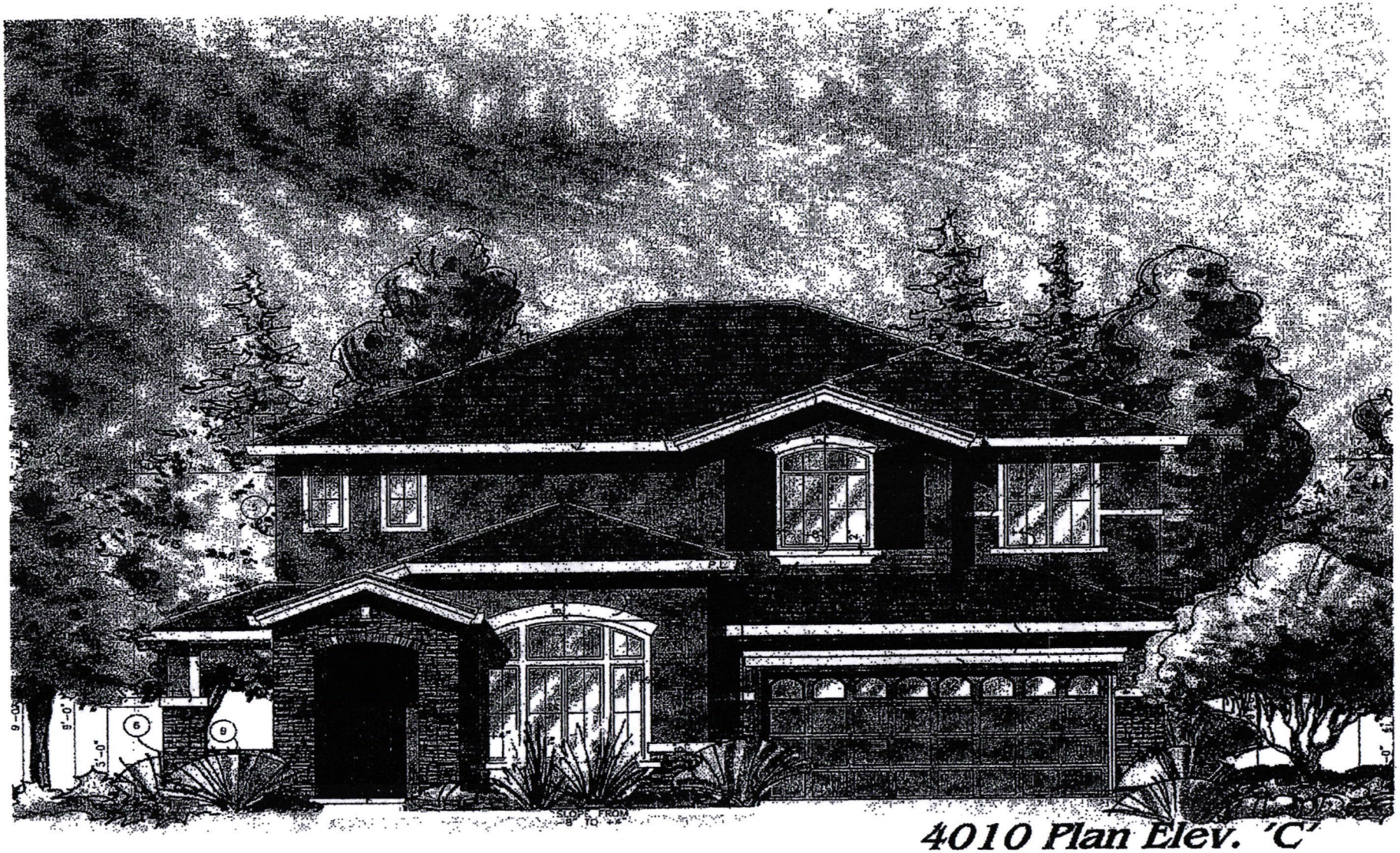
FIRST FLOOR ELEV. 'A' - SP-4440



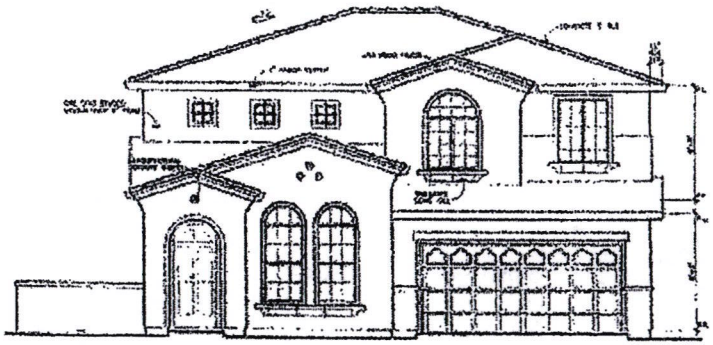
SECON FLOOR ELEV. 'A' - SP-4440

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

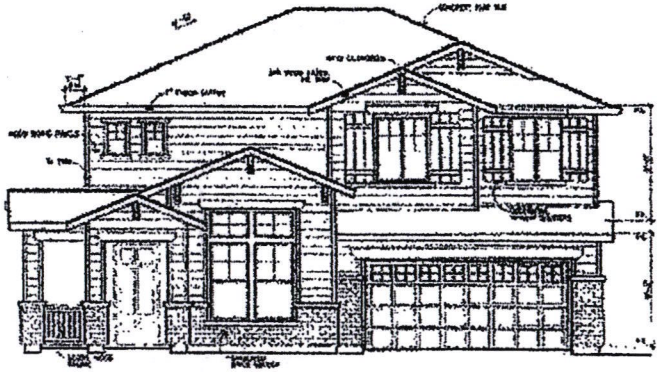
DATE APR04
JOB 0320
SHEET A3



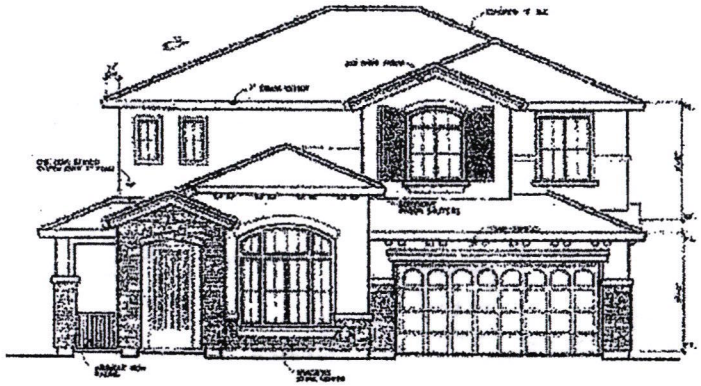
4010 Plan Elev. 'C'



FRONT ELEVATION 'A' - SP-4010



FRONT ELEVATION 'B' - SP-4010



FRONT ELEVATION 'C' - SP-4010

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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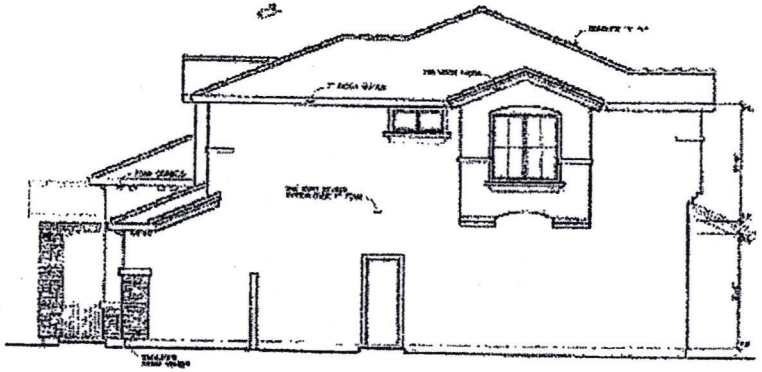
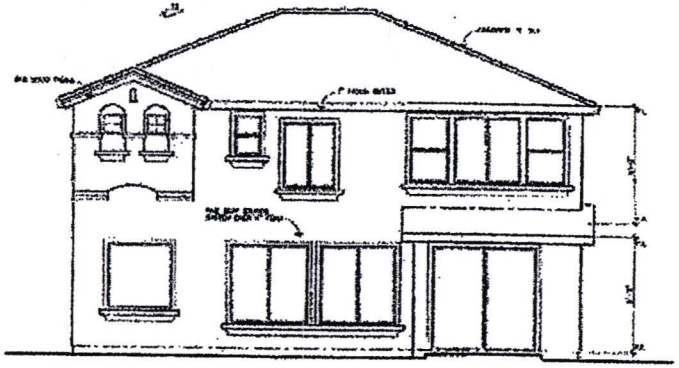
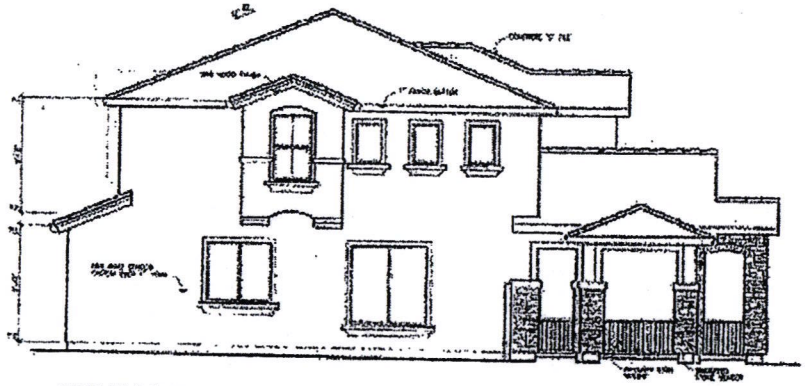
0320
A1



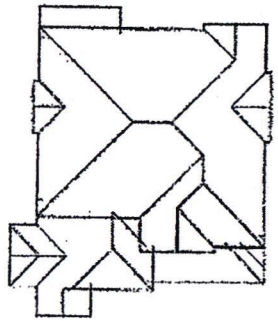
RIGHT SIDE ELEV. 'C' - SP-4010



REAR ELEVATION 'C' - SP-4010



LEFT SIDE ELEV. 'C' - SP-4010

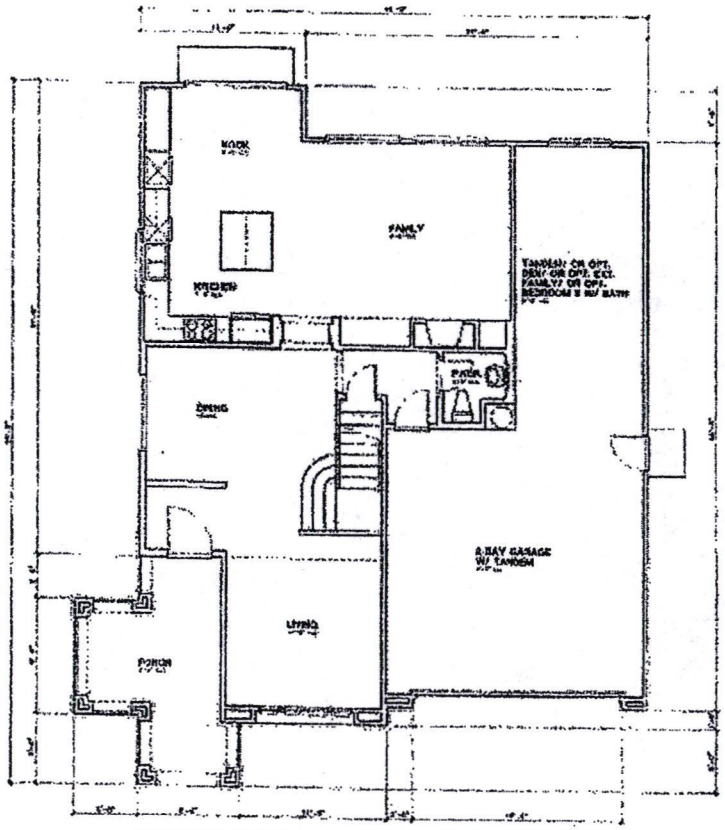


ROOF LINE AT ELEV. 'C' - SP-4010

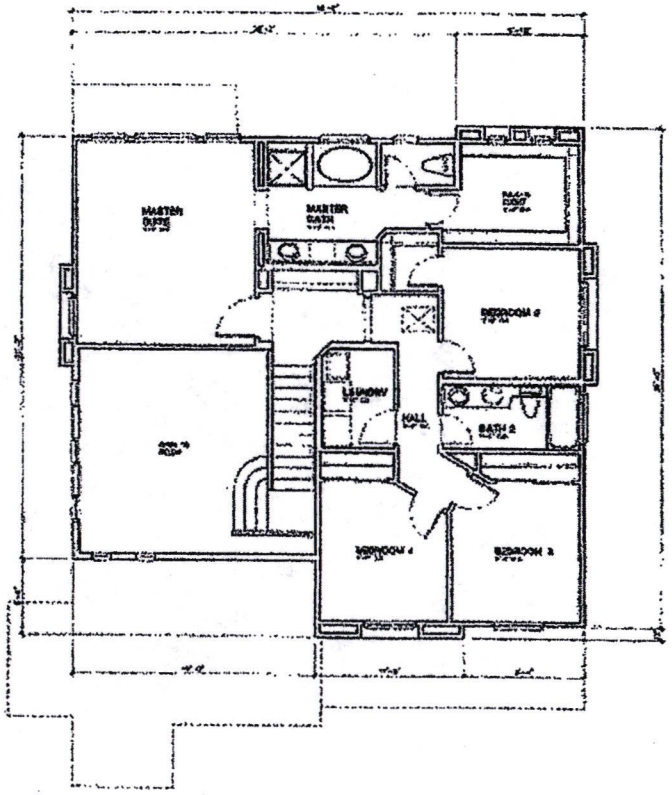
Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

Bell architects, inc.

DATE APR04
JOB 0320
SHT A2



FIRST FLOOR ELEV. 'C' - SP-4010



SECOND FLOOR ELEV. 'C' - SP-4010

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

hall architects, inc.

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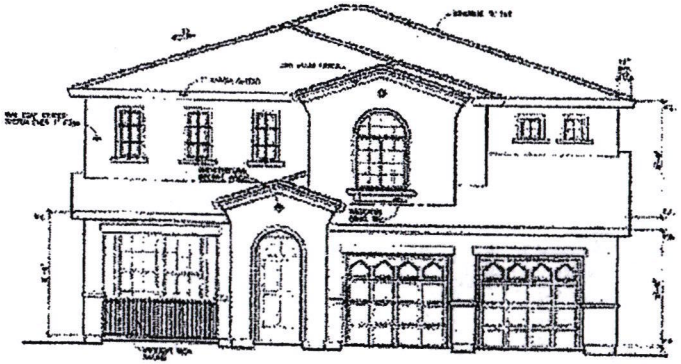
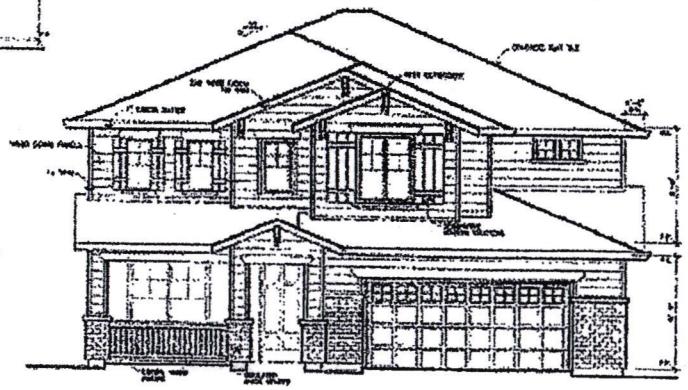
Plan 4220 Elev. 'B'



FRONT ELEVATION 'A' - SP-4220



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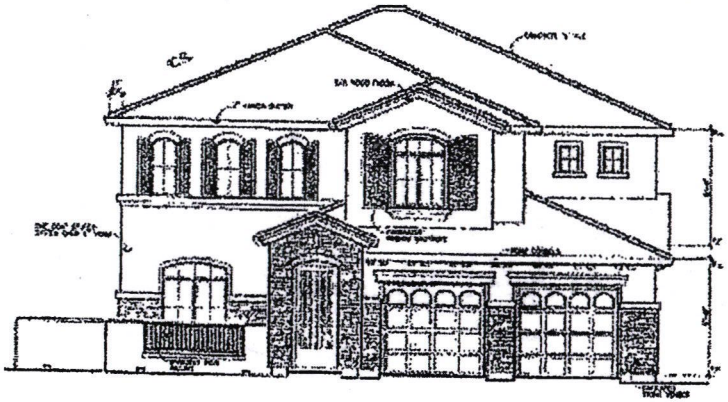

FRONT ELEVATION 'C' - SP-4220

Woodside Homes

SUNRIDGE PARK

RANCHO CORDOVA, CA.

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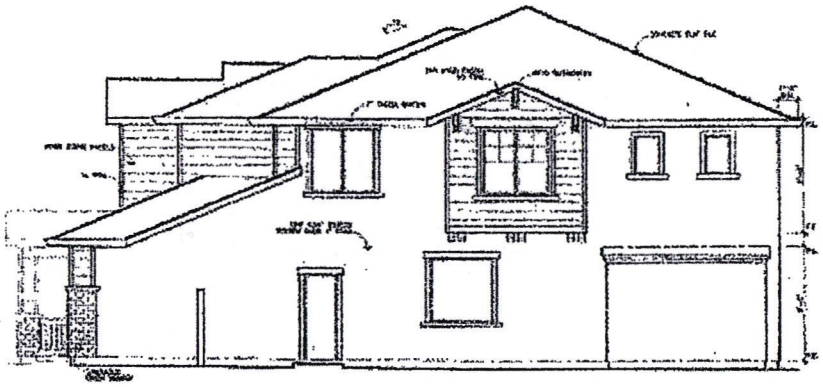
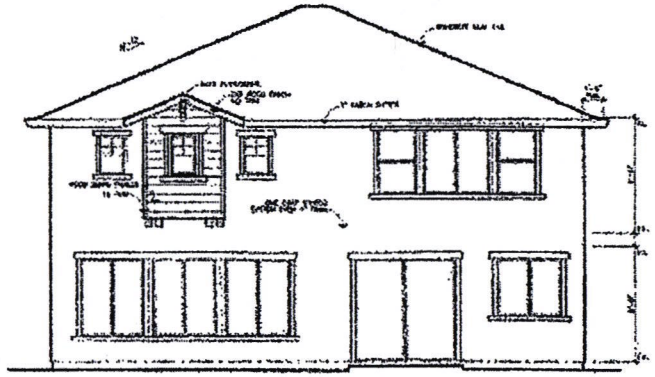
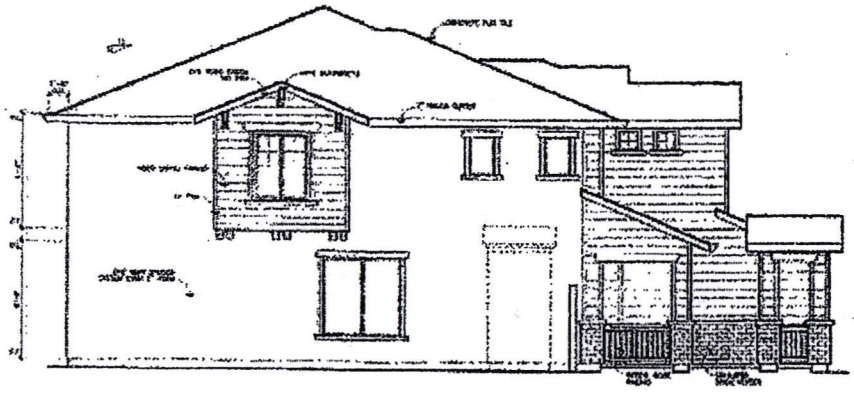


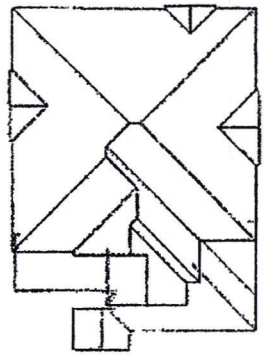
RIGHT SIDE ELEV. 'B' - SP-4220



REAR ELEVATION 'B' - SP-4220



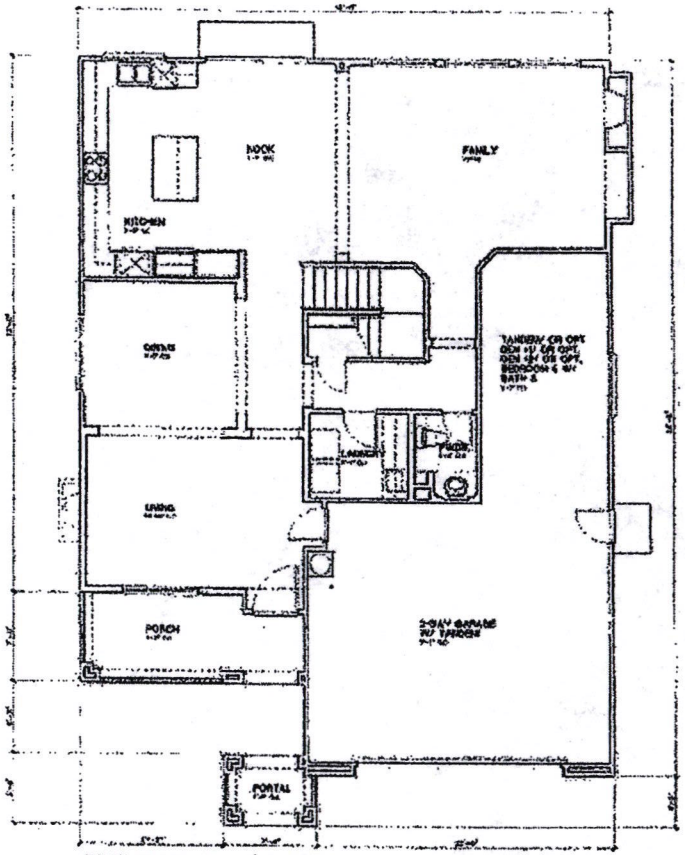
LEFT SIDE ELEV. 'B' - SP-4220



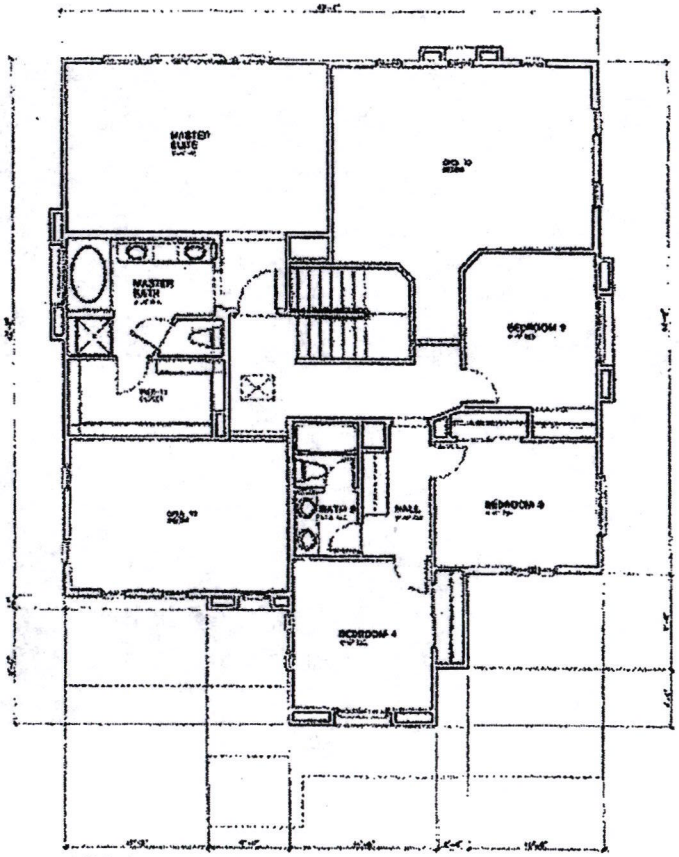
ROOF LINE AT ELEV. 'B' - SP-4220

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

DATE APR04
JOB 0320
SHT A2



FIRST FLOOR ELEV. 'B' - SP-4220



SECOND FLOOR ELEV. 'B' - SP-4220

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

Zell architects, inc.

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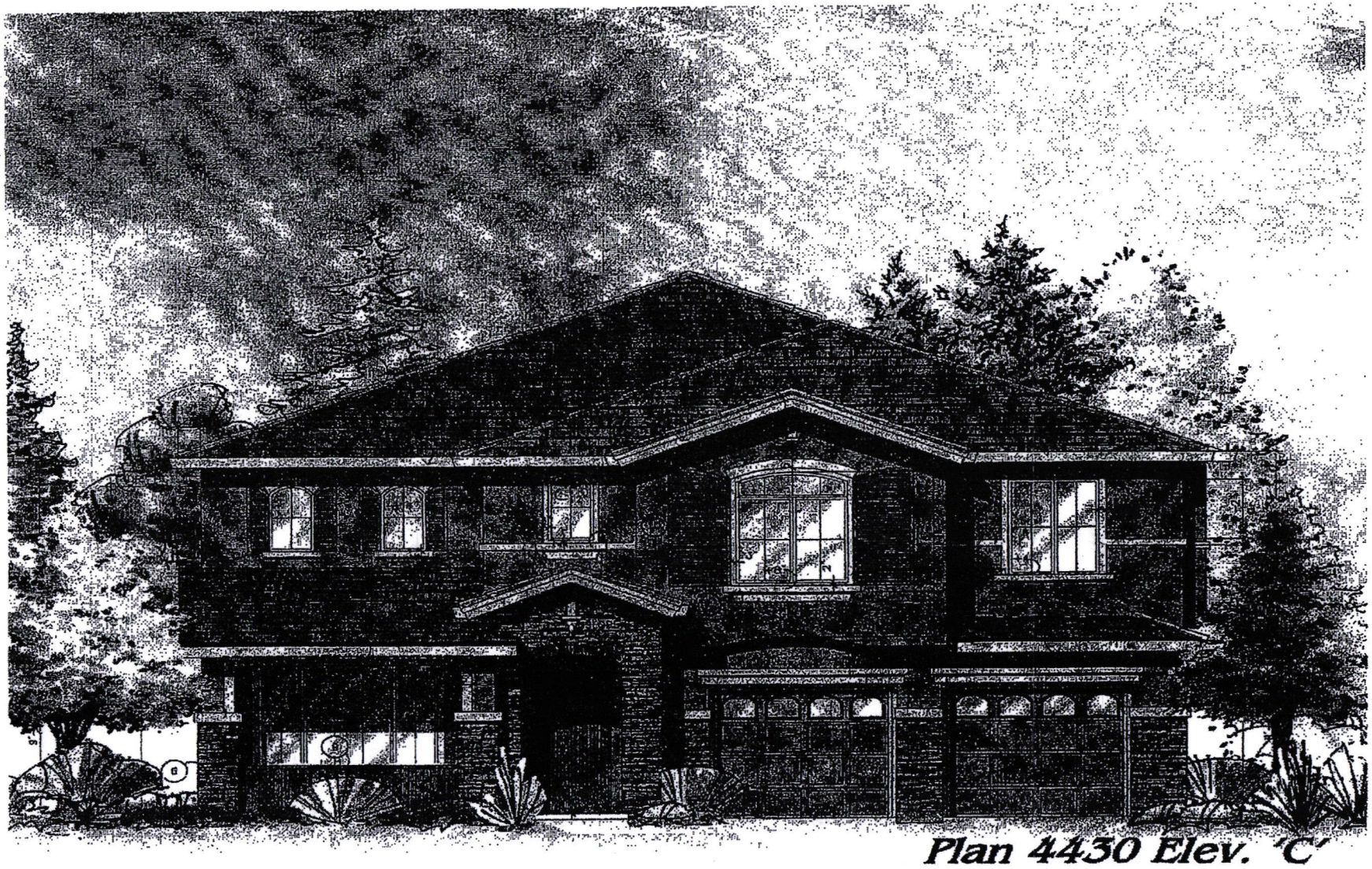
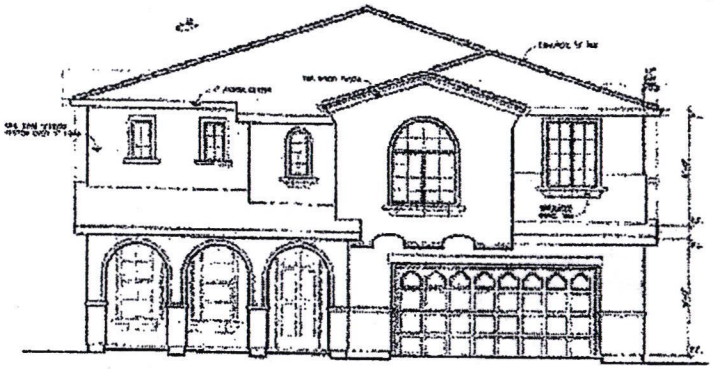
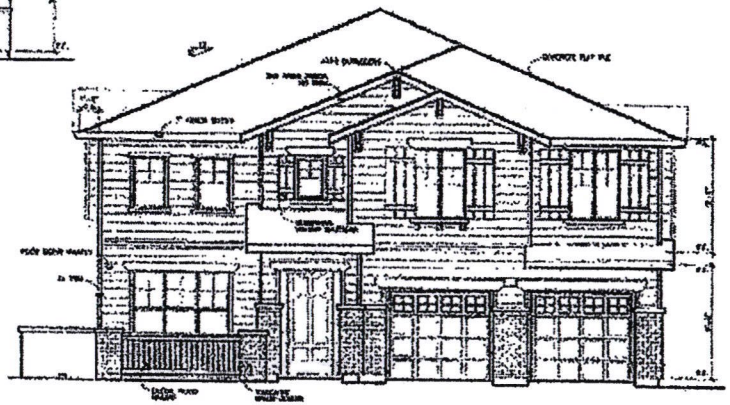
elev.c-4430.BMP



Plan 4430 Elev. 'C'



FRONT ELEVATION 'A' - SP-4430



FRONT ELEVATION 'B' - SP-4430

FRONT ELEVATION 'C' - SP-4430

Woodside Homes

SUNRIDGE PARK

RANCHO CORDOVA, CA.

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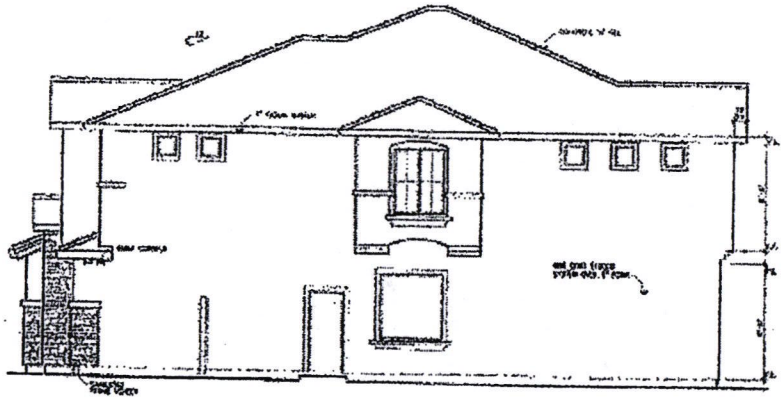
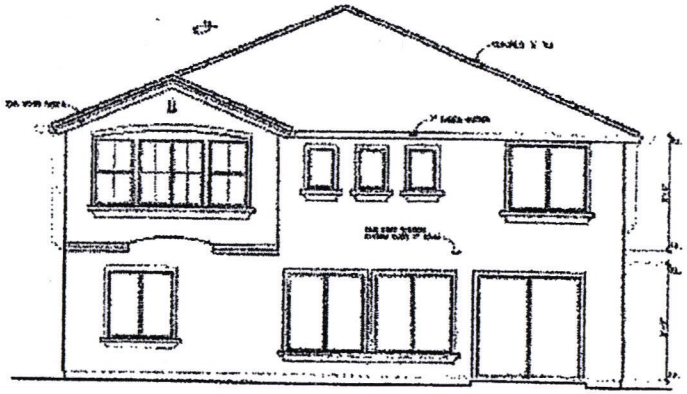
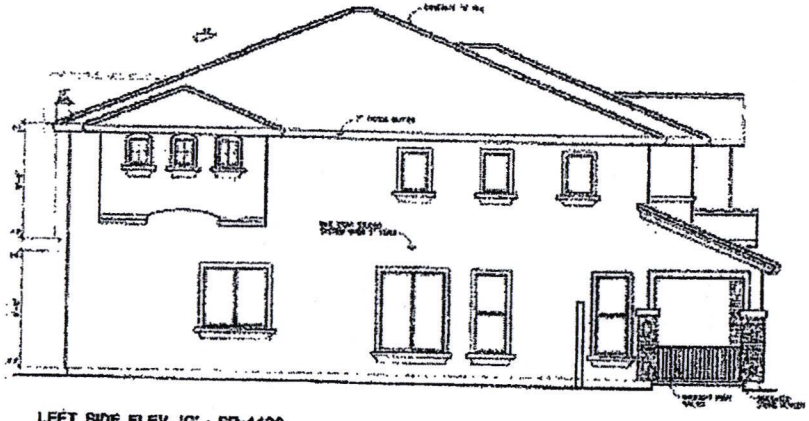


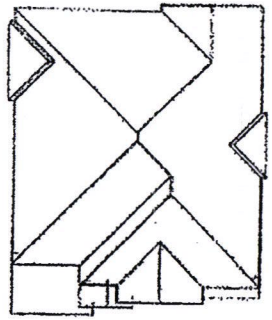
RIGHT SIDE ELEV. 'C' - SP-4430



REAR ELEVATION 'C' - SP-4480



LEFT SIDE ELEV. 'C' - SP-4430



ROOF LINE AT ELEV. 'C' - SP-4430

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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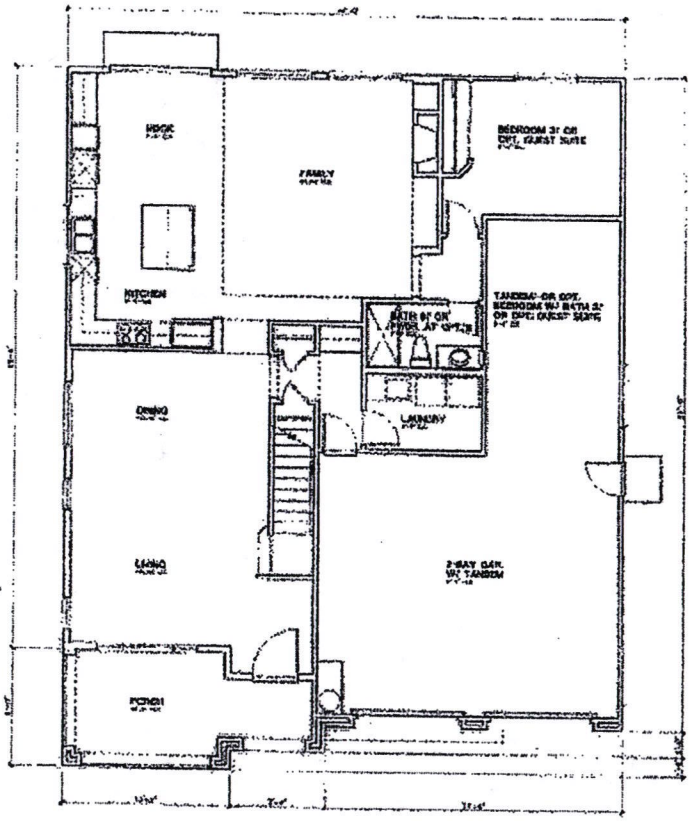
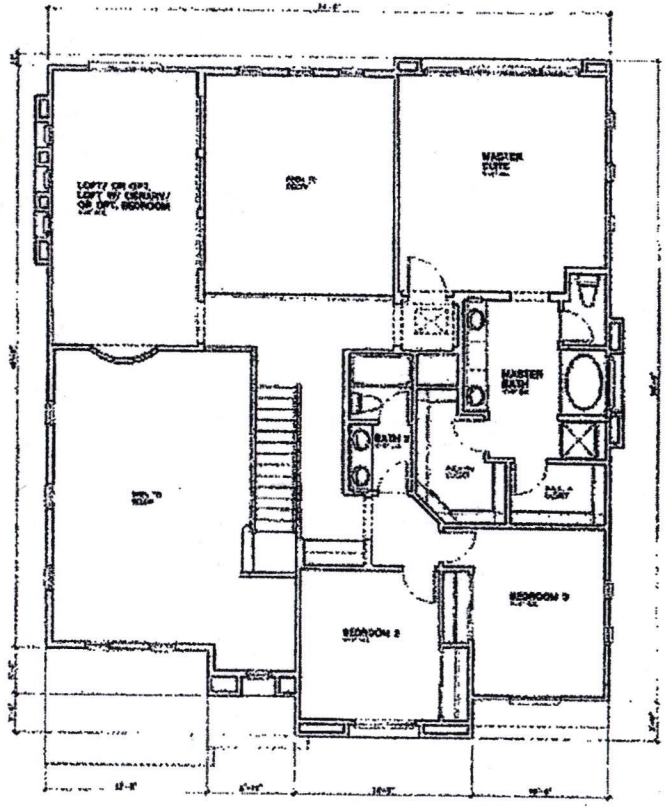


FIRST FLOOR ELEV. 'C' - SP-4430



SECOND FLOOR ELEV. 'C' - SP-4430

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

DATE APR04
JOB 0320
SHEET A3

WOODSIDE HOMES
Typical Frontyard Landscape
City of Rancho Cordova

SUNRIDGE DESIGN CONCEPT STATEMENT

The intent of the Front Yard Landscape Design Guidelines concept is the creation of an informal, tree grouped landscape setting for the
Sunridge residential villages. The planting design guidelines shall provide a cohesive manner in which housing villages and other site amenities can be linked together through their landscaped environment.

The distinctive village character shall be created through the recurring use of an assigned dominant street tree that provides a 'framework' for the residential streetscape. Each residential street shall be assigned a unique dominant street tree to differentiate its streetscape environment from the other villages. The dominant street tree species shall be selected from the tree species tree list.

Subordinate street trees shall be used in conjunction with the dominant street tree to further enhance the village character. The
subordinate street trees shall complement the dominant street tree and shall provide additional variety, texture, form and seasonal
color.

Front yard landscapes will utilize the consistent use of shrub and groundcovers from the design guideline's recommended plant palette and shall complement the street tree 'framework'.
Landscape design parameters shall encourage a unified and rhythmic plant material layout that is important in providing an additional unifying element by creating a seamless ground plain treatment that "flows" from one lot to another in a natural, continuous and fluid
landscape design.

SUNRIDGE PRODUCTION
TYPICAL PLANT LIST
BY WOODSIDE HOMES

A. FOUNDATION PLANTS
(5' to 12')

Abelia 'Southern Belle'	Dwf. abelia		regular	full/partial
Buxus Japonica	Japanese boxwood		regular	full
Ceanothus compactus compacta	Compact heavenly blue lilac		moderate	full/partial
Pittosporum tobira 'Wheeleri Dwarf'	Dwarf mock orange		regular	full/partial
Rhaphiolepis indica 'White Enchantress'	Indian hawthorne		med	full
Viburnum tinus compacta	Compact Dragon Lady		med	full/partial

B. ACCENT PLANTS/ VINES

Carex pansa	Green leaf sedge		moderate	full
Hemerocallis spp.	Daylily		moderate	full
Iris douglasiana	Dwarf bells		regular	full/partial
Liriope spicata	Lilyturf		regular	full/partial
Nandina domestica	Heavenly bamboo		intermediate	full
Rosa, hybrid shrub	Australian bluebird		regular	full/partial

C. SHRUBS

Cotoneaster 'Lowfast'	Cotoneaster		regular	full
Escallonia 'Frades'	Escallonia		moderate/med	full/partial
Ceanothus 'Joyce Coulter'	Wild Lilac		regular	full/partial
Xylosma congestum 'compacta'	Compact Xylosma		moderate	full/partial
Arbutus 'Marina'	Strawberry tree		med	full

D. ACCENT SHRUB

Hypericum calycinum 'Moserii'	Moserii St. Johnswort		intermediate	full
Nandina domestica	Nandina		intermediate	full/partial
Phormium tenax	Flax		regular	full
Rosa spp.	Rose		regular	full

E. VERTICAL SHRUB

Arctostaphylos 'Emerald'	Manzanita		regular	full
Escallonia 'Frades'	Escallonia		regular/med	full/partial
Pittosporum tobira	Mock orange		regular	full/partial
Rhaphiolepis 'Jack Evans'	Indian hawthorne		moderate	full/partial

F. SHADE TREES

Quercus agrifolia	Coast live Oak		regular	full
Quercus lobata	Valley Oak		regular	full
Platanus acerifolia	Sycamore		regular	full
Platanus x hispanica	London Plane tree		moderate	full

G. ORNAMENTAL ACCENT TREES

Pyrus calleryana 'Aristocrat'	Aristocrat pear		regular	full
Liquidambar styraciflua	Crape Myrtle		moderate	full
Prunus 'Krauter Vesuvius'	Purple Flowering plum		regular	full

H. EVERGREEN TREES

Pinus canariensis	Monterey pine		regular	full
Quercus ilex rotundifolia	California Tuyon		regular	full

I. GROUND COVER

Arctostaphylos Uva ursi	Dwarf Manzanita	1GAL'S	4'OC.	moderate	full
Cotoneaster Dammeri	1GAL dwarf cascade, 2' OC maximum ave.				

Notes: *Headers* - Use 6x6 redi board or extruded concrete curbing
4th tread 5' or less from concrete walks or drives use root guards to prevent cracking of pavement.
Driveways - All corner lots are to be on a separate valve and metered on a designated bubbler system
Lighting - 60' round poles and lamps (ten 6' black wrought iron) located parkway strips. Typical flat grade 4' lawn
Irrigation - Overspray in all playground areas. Locate drain grates 2'0" behind walk at curb.
Offset trees 6' from back of curb, 6' radius from streetlamps, 5' from fire hydrants,
and 3' on top underground utilities. Trees within 5' of concrete to have root barriers installed.

DRAWN BY: GAUTHIER	PROJECT	SHT. NAME	SHT. NO.
DATE: 7-19-04	WOODSIDE HOMES	Typical Frontyard Landscape City of Rancho Cordova	
DWG. NO.:			
APPROVED BY:			

TYPICAL LOT LANDSCAPE
VILLAGE 7 & 8A

SYMBOL LEGEND AND NOTES

	A. FOUNDATION SHRUB 1 - GAL.		F. SHADE TREE 15 - GAL
	B. ACCENT SHRUB 1-GAL PERENNIAL		G. SPECIMEN TREE 15 - GAL
	C. MOSS 1 - GAL		H. EVERGREEN TREE 15 - GAL
	D. ACCENT SHRUB 5-GAL		
	E. SLOPE SHRUBS 1 - GAL		GROUND COVER PLANTS 12" O.C.

NOTES:

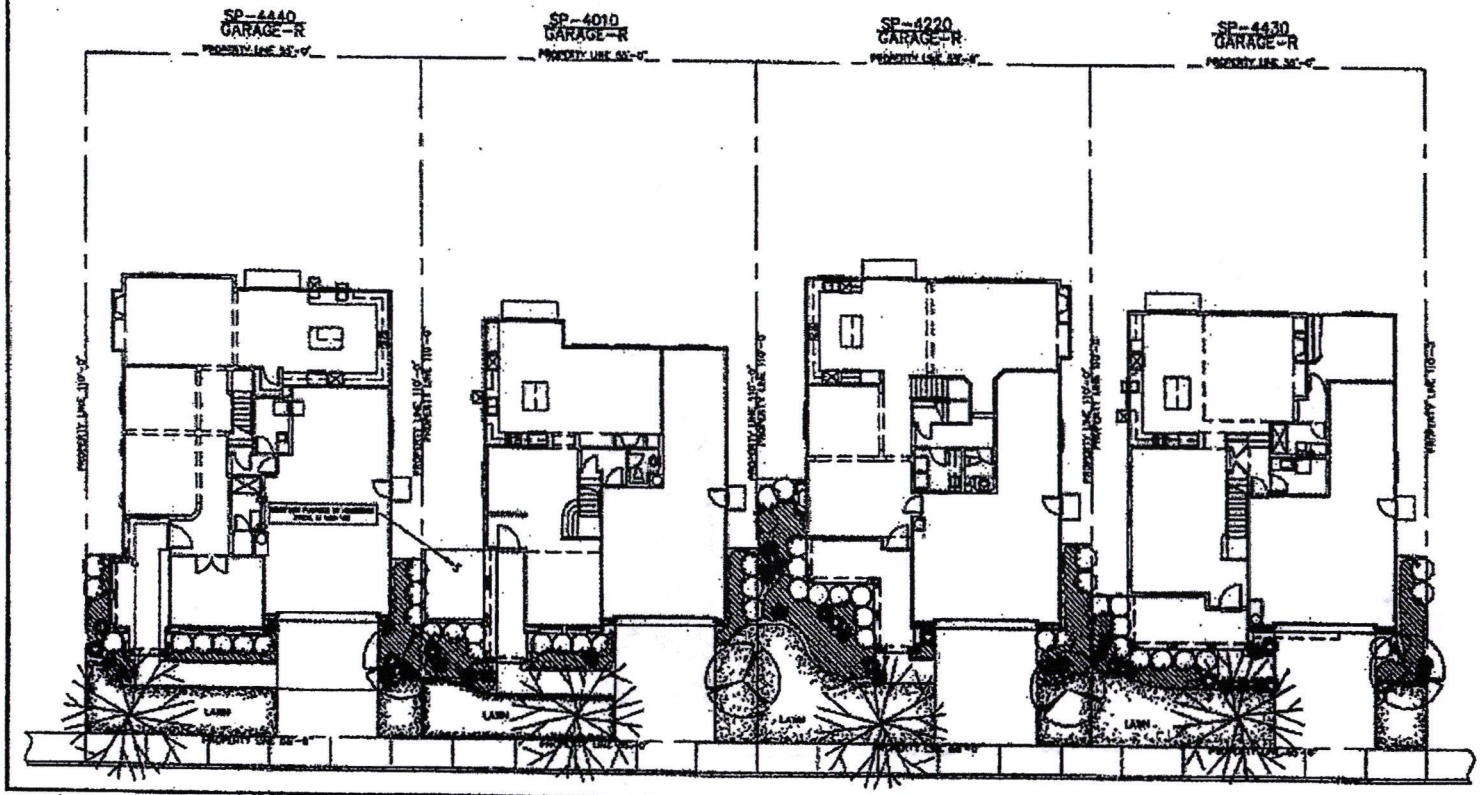
Front yards are to receive 13 - 1gal shrubs, 8 - 5gal shrubs 1 - 15gal shade tree, and 1 -15gal accent tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.

Corner lots are to recieve an additional 3 - 15gal Evergreen trees, shrubs spaced at 5' on center along fence, and ground cover at 12" o.c.

Mowcurb to be 1" epic board.

Bark it be cedar or redwood, max size 3/4". Shredded material is not acceptable.

Frontyard and sideyard downspouts are to be connected to drainage system. Drainlines to be 3" with 6" basins and grates located behind fence, and 2' back of walk. Use speedi-grates in all enclosed and interior planters.

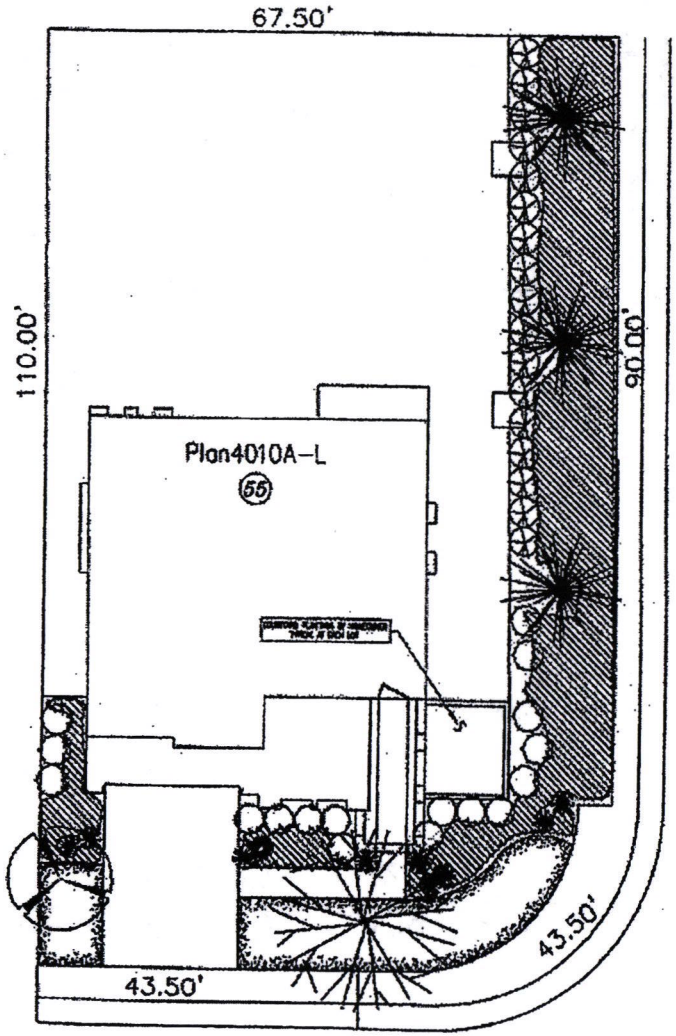


SHT. NO.

SHT. NAME
Typical Frontyard Landscape
City of Rancho Cordova

PROJECT
WOODSIDE HOMES

DRAWN BY: GAUTHIER
DATE: 7-19-04
DWG. NO.:
APPROVED BY:



SYMBOL LEGEND AND NOTES

	A. FOUNDATION SHRUB 1 - GAL.		E. SHADE TREE 15 - GAL.
	B. ACCENT SHRUB 1-GAL. PERENNIAL		F. SPECIMEN TREE 15 - GAL.
	C. HEDGE 1 - GAL.		H. EVERGREEN TREE 15 - GAL.
	D. ACCENT SHRUB 5-GAL.		SHRUB MASS CLUMP AND GRADE BERMS
	E. BOXWOOD SHRUBS 1 - GAL.		GROUND COVER PLANTS 12" O.C.

NOTES:

Front yards are to receive 15 - 1gal shrubs, 8 - 5gal shrubs 1 - 15gal shade tree, and 1 -15gal accent tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.

Corner lots are to recieve an additional 3 - 15gal Evergreen trees, shrubs spaced at 5' on center along fence, and ground cover at 12" o.c.

Mowcurb to be 1" epic board.

Bark it be cedar or redwood, max size 3/4". Shredded material is not acceptable.

Frontyard and sideyard downspouts are to be connected to drainage system. Drainlines to be 3" with 8" basins and grates located behind fence, and 2' back of walk. Use speedi-grates in all enclosed and interior planters.

CORNER LOT LANDSCAPE
VILLAGE 7 & 8A

SHT. NO.

SHT. NAME: Typical Frontyard Landscape City of Rancho Cordova

PROJECT: WOODSIDE HOMES

DRAWN BY: GAUTHIER

DATE: 7-19-04

DWG. NO.:

APPROVED BY:

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the Design Package (Exhibit A) recommended to the City Council by the Planning Commission dated September 9, 2004.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director. The developer will install full window, door treatments and all architectural details shown in Exhibit A on all elevations of the proposed residential buildings. All subsequent phases shall be reviewed and approved by the Planning Director.	Prior to Building Permit	Planning	
4.	Each phase of the development will be pre-plotted and approved before sale of residence within the proposed phase. The criteria used for the approval of these phases will be as follows: • Two of the same architectural style or color scheme will not be placed next to each other. • No more than two of the same floor plans that are side by side	Prior to Building Permit	Planning	

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	must have different elevations. • Floor plans 4410, 4430 and 4440 must be used on at least 50% of the lots within Villages 7 and 8. • Floor plan 4410 and 4440 shall provide separated entry walks from the public sidewalk to the front entry or patio.			
	Prior to Final Inspection and Utility Release			
5.	Submit final site landscaping plan for review and approval by the Planning Director prior to installation. Landscaping shall be installed prior to final inspection.	Prior to Final Inspection	Planning	
6.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning	
7.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources	

E-H. **Consideration of the Design Review for SUNRIDGE PARK VILLAGE 1 AND 11 – Project No. RC-04-118; SUNRIDGE PARK VILLAGE 7 AND 8 – Project No. RC-04-119; SUNRIDGE PARK VILLAGE 6 – Project No. RC-04-120; SUNRIDGE PARK – Project No. RC-04-121:**

Principal Planner, Bill Campbell presented the staff reports and recommended the Planning Commission forward a recommendation to the City Council to adopt resolutions approving the Design Review for Project No's. RC-04-118, RC-04-119, RC-04-120, and RC-04-121, subject to the Findings and Conditions of Approval. Chair Smith opened the public hearing and took testimony from Bron Leatham, project applicant.

The Commissioners had the following concerns and comments:

- How early in the process did you have a clear understanding of the Cities intention of the Garage Orientation Policy? 75% of the product was already selected before we were told about the policy; however, we took the plans and worked with staff through a number of sessions.
- Are solar panels an option on the homes? No, it is not cost effective for the builder, but it's possible that it can be offered to the homeowner as an option.
- Can homeowners change the colors of the houses or do the CCR's restrict the color? Colors are tough to regulate and it's not known if there are any proposed CCR's for this project.
- Do the homeowners need a building permit to paint the house? No. How about for re-roofing a house? Yes, they will need a roofing permit.

The Commissioners felt staff adequately addressed the above concerns and comments.

Action:

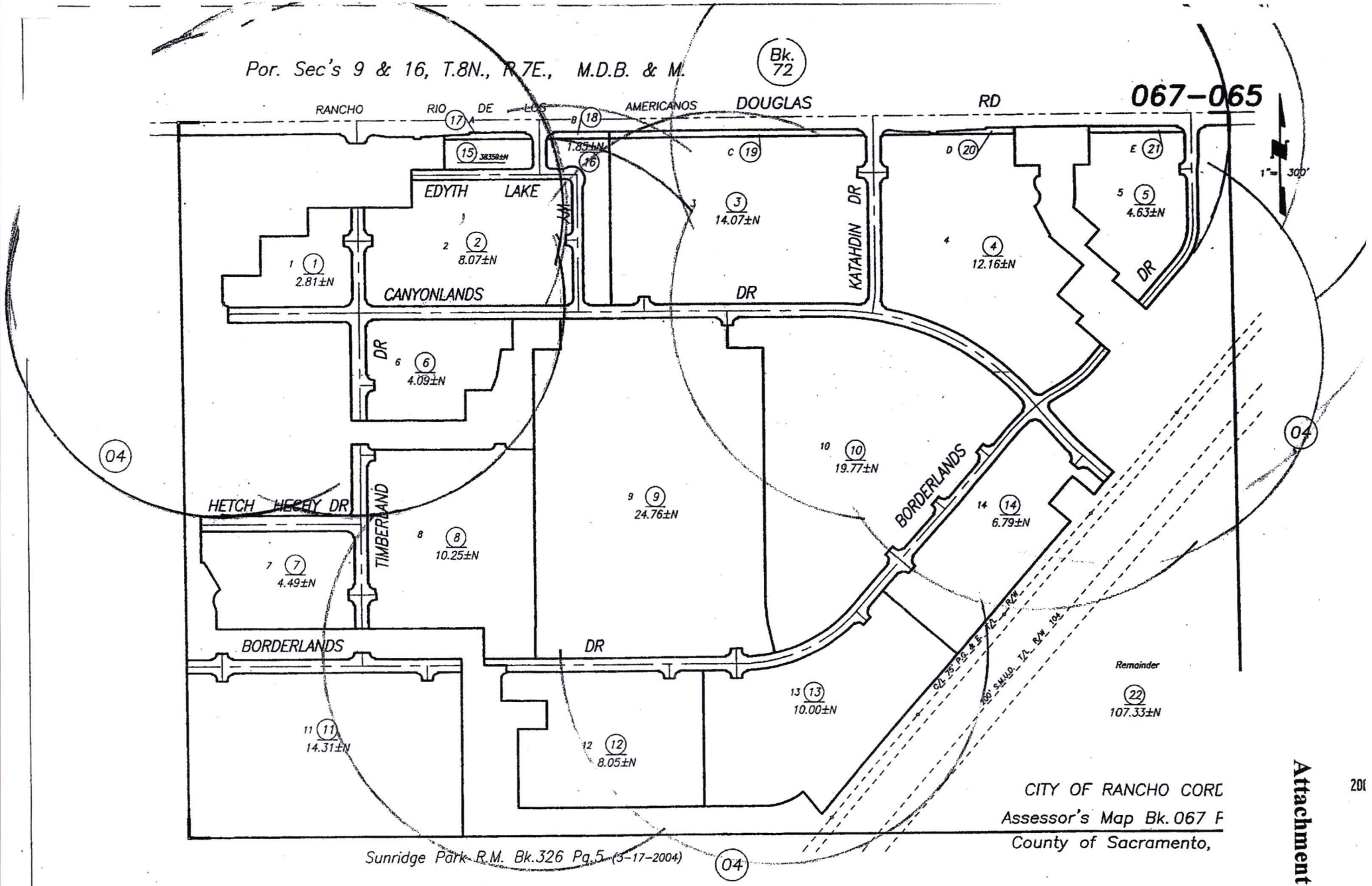
Motion 1: Commissioner Burke moved, seconded by Vice Chair Vance to recommend the Planning Commission forward a recommendation to the City Council to find that the Mitigated Negative Declaration prepared for Sunridge Park adequately addresses the environmental impacts of the project according to the California Environmental Quality Act Guidelines (CEQA).

Motion 2: Commissioner Moe moved, seconded by Commissioner Savorn to recommend the Planning Commission forward a recommendation to the City Council to adopt resolutions approving the Design Review for Sunridge Park, Project Nos. RC-04-118, RC-04-119, RC-04-120 and RC-04-121, subject to the Findings and Conditions of Approval.

Vote on the Motions:

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

There being 6 Ayes, 0 Noes and 1 Absent, the motions are hereby declared to be passed.



Attachment 3

Douglas Road 103 Investors
7700 College Town Drive #118
Sacramento, CA 95826

Louis B. Sullivan & Boyd Smith & Tr
2560 Mission College Blvd. #101
Santa Clara, CA 95054

Grantline Investors Inc.
7700 College Town Drive #109
Sacramento, CA 95826

Cresleigh Homes Corp.
433 California Street #7th
San Francisco, CA 94104

Seabourne Enterprises, L.P.
7637 Vasos Way
Fair Oaks, CA 95828

Aerojet - General Corp.
P.O. Box 13222
Sacramento, CA 95813

Aerojet - General Corp.
P.O. Box 13222
Sacramento, CA 95813

Aerojet - General Corp.
820 Coolidge Drive #155
Folsom, CA 95630

Interstate Properties LLC
3909 Security Park Drive
Rancho Cordova, CA 95742

Sunridge Investors, LLC
7700 College Town Drive, Suite 215
Sacramento, CA 95826

Use Avery® TEMPLATE 5163®

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Rancho 80, LLC
1508 Eureka Road, Suite 203
Roseville, CA 95661

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Beazer Homes Holdings Corp.
3721 Douglas Blvd., Suite 100
Roseville, CA 95881

Beazer Homes Holdings Corp.
3721 Douglas Blvd., Suite 100
Roseville, CA 95881

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City Council Staff Report

Date: October 18, 2004 (Continued from 10/4/04)
Project: Sunridge Park, Village 6
File: RC-04-120
Request: Design Review for Model Homes in Sunridge Park in the RD-5 Zone.
Location: East of Jaeger Road, south of Douglas Road., in the Sunridge Park Subdivision, within the SunRidge Specific Plan
APN: 067-0650-004, 005, 009, 010.
Planner: William Campbell, Principal Planner

APPLICANT/OWNER/DEVELOPER:	ARCHITECT
Woodside Homes of California 111 Woodmere Drive, Suite 190 Folsom, CA 95630	Ball Architects Phoenix, Az.

Recommendation:

The Planning Commission recommends the City Council determine the Mitigated Negative Declaration prepared for Sunridge Park is adequate and addressed the environmental impacts of the project and determine it is exempt from further review under CEQA and adopt Resolution No. 151-2004 approving Design Review for Project No. RC-04-120, subject to the Findings, Design Package (Exhibit A) and Conditions of Approval (Exhibit B).

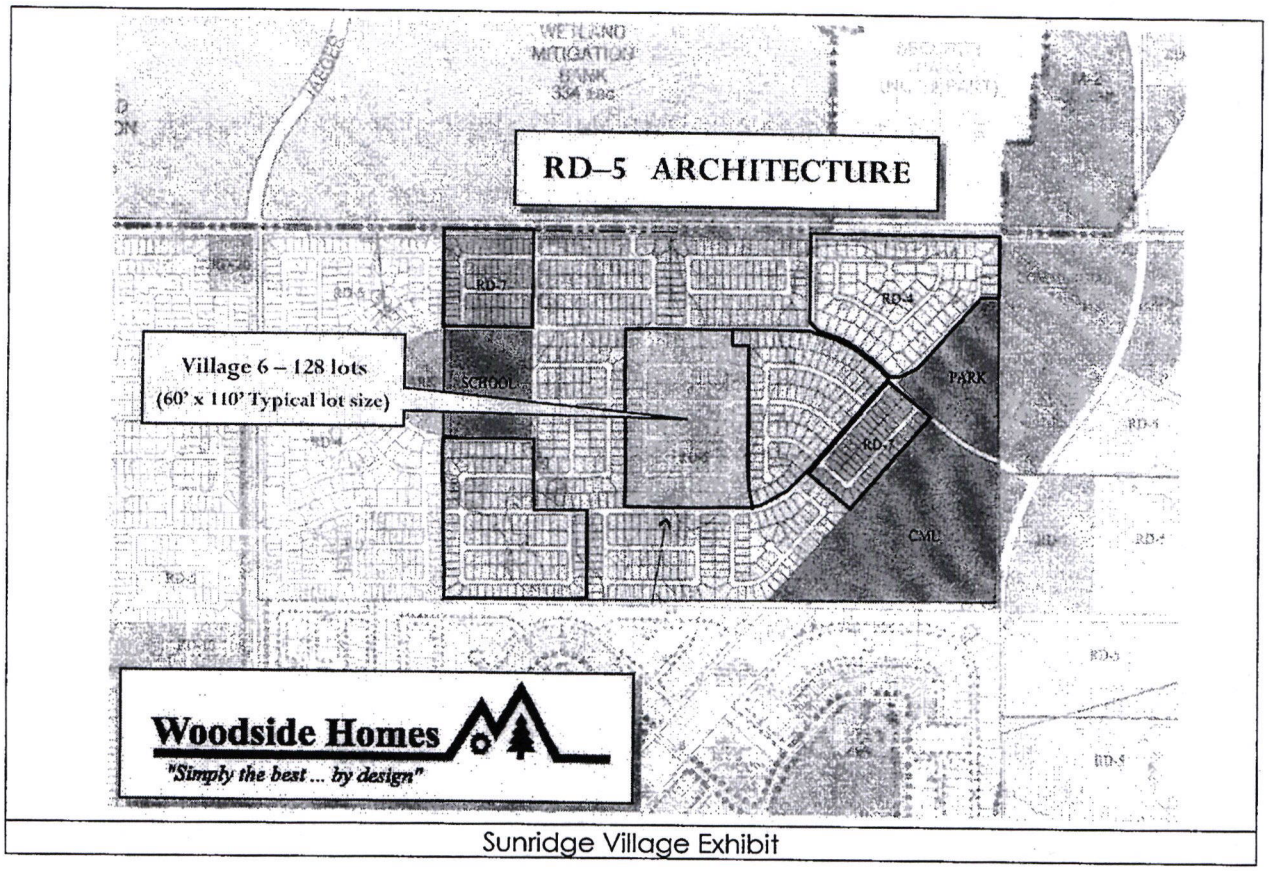
Background:

Woodside Homes has purchased Village 6 in the Sunridge Park Subdivision and wishes to build single family homes. The project area has been rough graded and the street pattern has been established by the final map for Sunridge Park. Village 6 is located in the middle of the Sunridge Park project area (see location map in design package).

Analysis:

The applicant has indicated the proposed housing product is a new line for Villages 6 and it has not been constructed previously. Village 6 is zoned RD-5 with an average lot size of 60' X 110', which is consistent with the required development standards for this zoning. There will be 128 single-family residential lots within Village 6, and the developer is proposing to use only this set of homes in Village 6. The developer is presenting one single-story and three two-story home plans, with three architectural styles described as "Hacienda", "Southern European" and "Rural Americana". This product line is different from the other plans, due to the three car garage orientation that front loads from the street.

AGENDA ITEM # 11



Sunridge Village Exhibit

The City's adopted Design Review Ordinance provides findings that all projects requiring design review must meet. Those findings are as follows:

Design Review for Model Home Plans

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

Evidence to Support Findings

1) The developer has presented a design package which includes four different floor plans with three architectural styles per plan, for a total of twelve basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of forty-eight different compositions within the tract. The architectural styles range from two Mediterranean influenced designs and one style influenced by the Arts and Crafts Movement. One of the most prominent features of the designs is the added articulation to the side and rear elevations. Projecting window boxes, enhanced window and door trims, and expanded porch details give these homes the added richness to the architecture that many of the other models in the other tracts do not include in their designs. The presented designs make them one of the best designed packages the City has seen to date.

The applicant has submitted 4 house plans (Plans 4840, 5020, 5030 and 5050) that present three car garages that face the street. As with the homes in Villages 7 and 8, all plans present some form of an extended porch feature, with a court yard forward of the garage door plain, and staff believes these designs merit consideration in qualifying them as an alternative design.

The following descriptions offer support for at least two of the plans:

Plan 5520 - This plan presents a covered, expanded porch and entry detail that is structurally integrated into the main building. All three architectural styles have this feature, and the "Hacienda" shows the court yard area defined by the half wall. The strongest features of these homes are the consistent use of enhanced window and door trims, eave details on all elevations, all contribute to the over all design of the home. Although these plans present three garage spaces to the street and do not strictly meet the Policy, the off-set of the garage plain is approximately 6' from the structural projection of the entry porch. Additionally, the garage doors are inset within the door frames approximately 12" and 18", which will further recess the door plain off the building plain. It is staff's opinion that this plan should be accepted as one that meets the Policy, with the condition at all three models have the court yard.

Plan 5550 - Similar to Plan 5520, this plan extends a porch entry feature forward of the garage plain. The porch off-set is approximately 6' from the entry porch to the garage door plain. As shown on elevation C, the extended court yard area would enhance these homes front appearance and should be part of all models to qualify as a design alternative to the Policy. The upgraded design is offered as a means to compensate for the reduced setback between the house and garage plain for this two-story home. The home design is strengthen by the inclusion of large window box extensions at the second floor, the attention to detail in the eaves and molding around the windows and doors. It is staff opinion that the improved design of the homes should factor positively in the over all garage orientation. It is staff's opinion that this plan should be accepted as one that meets the Policy, with the condition at all three models have the court yard.

2) The developer is proposing one single story and three two-story homes in Village 6. They are not proposing to pre-plot the homes on the lots, therefore the Planning Department will review individual plans for compliance with setbacks and also to

ensure the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. Staff has placed the same criteria for unit placement within the Conditions of Approval to ensure there will be no building repetition, duplication of color schemes and to control the mass of buildings along the street.

3) The applicant has presented a bold color scheme for the units in this tract. The colors are darker than color scheme reviewed and approved in the past. These colors added to the two story structures will make the homes appear smaller than if colored in the lighter tones. The darker colors enhance the architecture of these homes and allow the details and trim stand out and accent the buildings.

4) The Applicant has submitted an example of a corner and interior lot landscaping that covers the front and second street side yard areas. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

5) Village 6 is composed of larger homes on larger lot configurations (60' X 110') at an upper end price range for the move-up market. This village is located in the middle of the project area and is composed of lots to compliment Villages 7 and 8 that are incremental smaller in lot size.

Environmental Analysis:

The Sunridge Park project was analyzed within an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant. No further assessment is required for the design review for the home design.

Conclusion:

The applicant has presented a design package for Village 6 in Sunridge Park is consistent with the design guidelines of the Specific Plan and the City's Design Review Ordinance. The homes will provide ample variety in unit size, color and building configuration between the four floor plans and three architectural styles to meet the design policies of the Ordinance. These homes present the highest level of architectural detail consistently used on all four sides, and would raise the design bar for new homes in Rancho Cordova.

Financial Implications to City:

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

Recommended Motions:

1. "I move the City Council find the Mitigated Negative Declaration for Sunridge Park is adequate for the environmental review, under California Environmental Quality Act (CEQA)".

2. "I move the City Council adopt Resolution 151-2004 approving the Design Review for the Woodside Homes Project No. RC-04-120, subject to the findings and evidence included in the staff report and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, (Exhibit A) and Conditions of Approval (Exhibit B)".

Attachments:

1. Resolution No. 151-2004 with attached Design Review package (Exhibit A) and Conditions of Approval (Exhibit B)
2. Planning Commission Minutes – September 9, 2004
3. 500' radius map and labels

RESOLUTION # 151-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR SUNRIDGE PARK VILLAGE 6 PROJECT # RC-04-120

WHEREAS, Woodside Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for Sunridge Park Village 6; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Sunridge Park Subdivision adopted in September, 2003 by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; and

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

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

Findings:

1. CEQA

   Finding:
   The project site has been analyzed as part of the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Sunridge Park Subdivision in compliance with the California Environmental Quality Act (CEQA).

   Evidence: The Sacramento County Board of Supervisors adopted the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Sunridge Park Subdivision. The environmental issues of aesthetics of the development for the project site were adequately addressed within the document. This project will not create any significant adverse impact on the environment.

2. DESIGN REVIEW

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

Findings:

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

Evidence:

1) The developer has presented a design package which includes four different floor plans with three architectural styles per plan, for a total of twelve basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of forty-eight different compositions within the tract. The architectural styles range from two Mediterranean influenced designs and one style influenced by the Arts and Crafts Movement. One of the most prominent features of the designs is the added articulation to the side and rear elevations. Projecting window boxes, enhanced window and door trims, and expanded porch details give these homes the added richness to the architecture that many of the other models in the other tracts do not include in their designs. The presented designs make them one of the best designed packages the City has seen to date.

   The applicant has submitted 4 house plans (Plans 4840, 5020, 5030 and 5050) that present three car garages that face the street. As with the homes in Villages 7 and 8, all plans present some form of an extended porch feature, with a court yard forward of the garage door plane, and staff believes these designs merit consideration in qualifying them as an alternative design.

   The following descriptions offer support for at least two of the plans:

   Plan 5020 - This plan presents a covered, expanded porch and entry detail that is structurally integrated into the main building. All three architectural styles have this feature, and the "Hacienda" shows the court yard area defined by the half wall. The strongest features of these homes are the consistent use of enhanced window and door trims, eave details on all elevations, all contribute to the over all design of the home. Although these plans present three garage spaces to the street and do not strictly meet the Policy, the off-set of the garage plane is approximately 6' from the structural projection of the entry porch. Additionally, the garage doors are inset within

the door frames approximately 12" and 18", which will further recess the door plane off the building plane. It is staff's opinion that this plan should be accepted as one that meets the Policy, with the condition at all three models have the court yard.

Plan 5050 - Similar to Plan 5020, this plan extends a porch entry feature forward of the garage plane. The porch off-set is approximately 6' from the entry porch to the garage door plane. As shown on elevation C, the extended court yard area would enhance these homes front appearance and should be part of all models to qualify as a design alternative to the Policy. The upgraded design is offered as a means to compensate for the reduced setback between the house and garage plane for this two-story home. The home design is strengthen by the inclusion of large window box extensions at the second floor, the attention to detail in the eaves and molding around the windows and doors. The improved design of the homes should factor positively in the over all garage orientation. It is staff's opinion that this plan should be accepted as one that meets the Policy, with the condition at all three models have the court yard.

2) The developer is proposing one single story and three two-story homes in Village 6. They are not proposing to pre-plot the homes on the lots, therefore the Planning Department will review individual plans for compliance with setbacks and also to ensure the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. Staff has placed the same criteria for unit placement within the Conditions of Approval to ensure there will be no building repetition, duplication of color schemes and to control the mass of buildings along the street.

3) The applicant has presented a bold color scheme for the units in this tract. The colors are darker than color scheme reviewed and approved in the past. These colors added to the two story structures will make the homes appear smaller than if colored in the lighter tones. The darker colors enhance the architecture of these homes and allow the details and trim stand out and accent the buildings.

4) The Applicant has submitted an example of a corner and interior lot landscaping that covers the front and second street side yard areas. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

5) Village 6 is composed of larger homes on larger lot (60' X 110') at an upper end price range for the move-up market. The two villages are separated by more than 1,000 feet and at least two other villages by different builders to ensure the mass of the two stories are not over whelming to the neighborhood.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of October, 2004

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

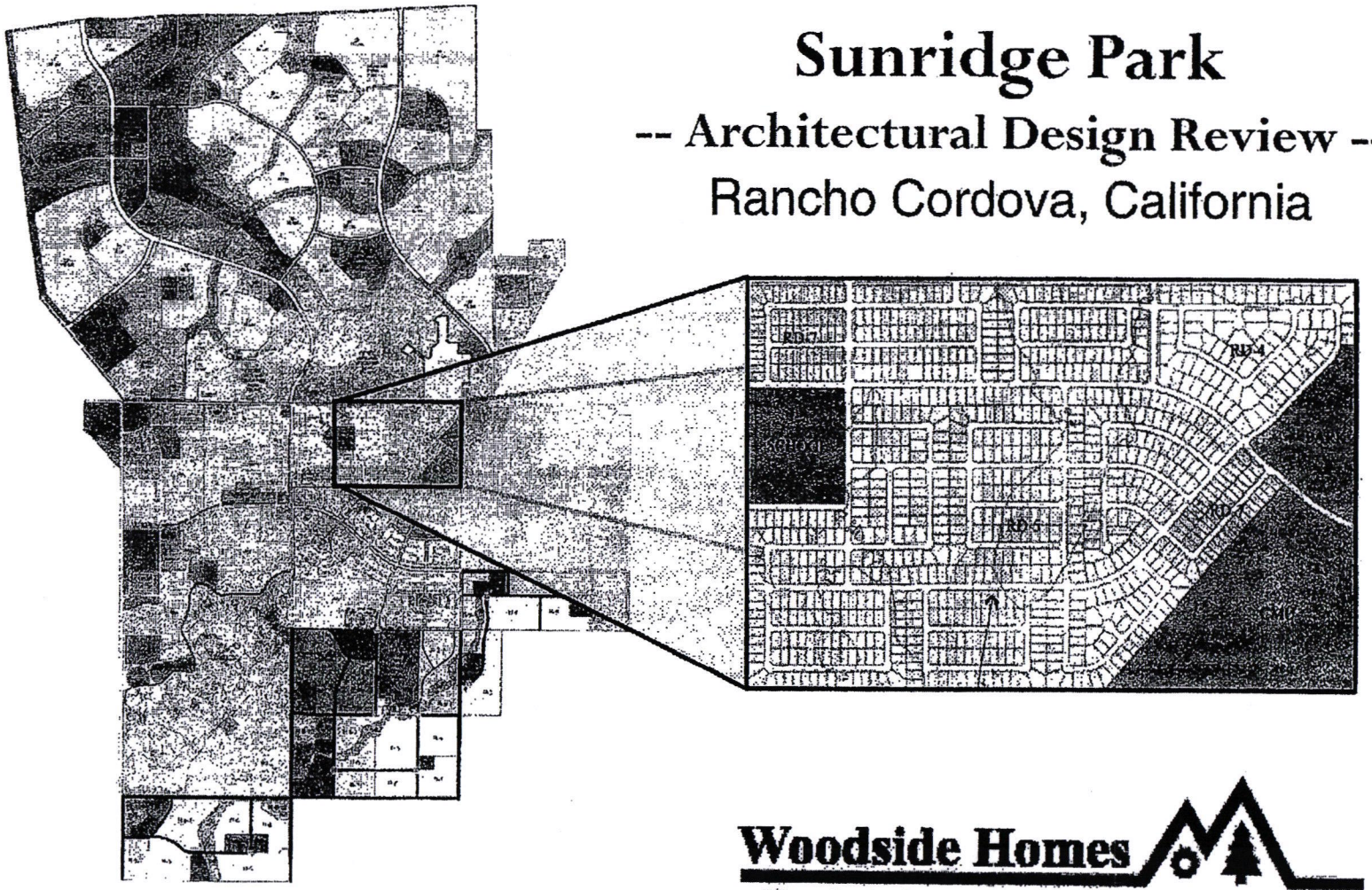
ATTEST:

_____
LILLIAN HARE
CITY CLERK

Sunridge Park

-- Architectural Design Review --

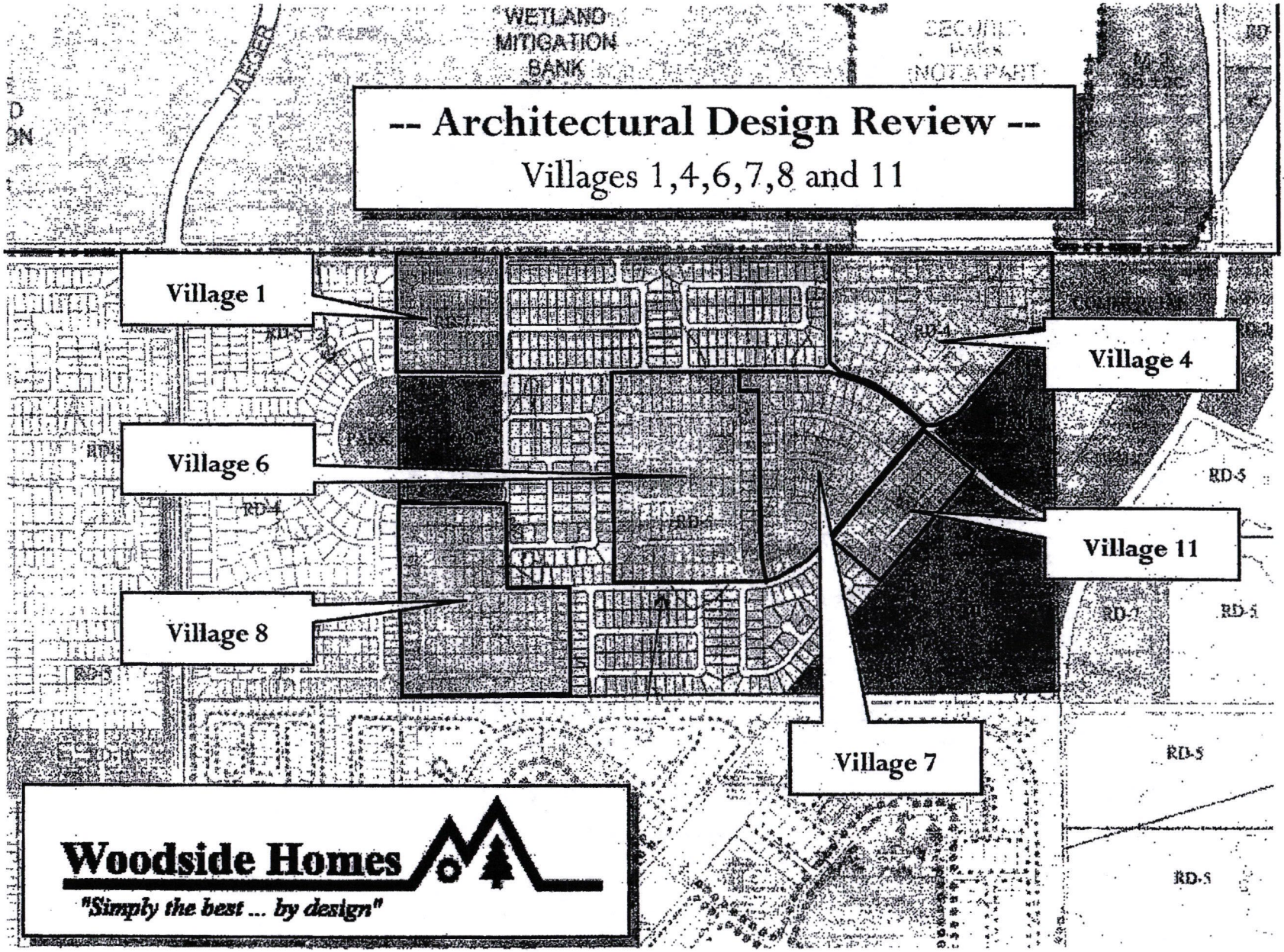
Rancho Cordova, California

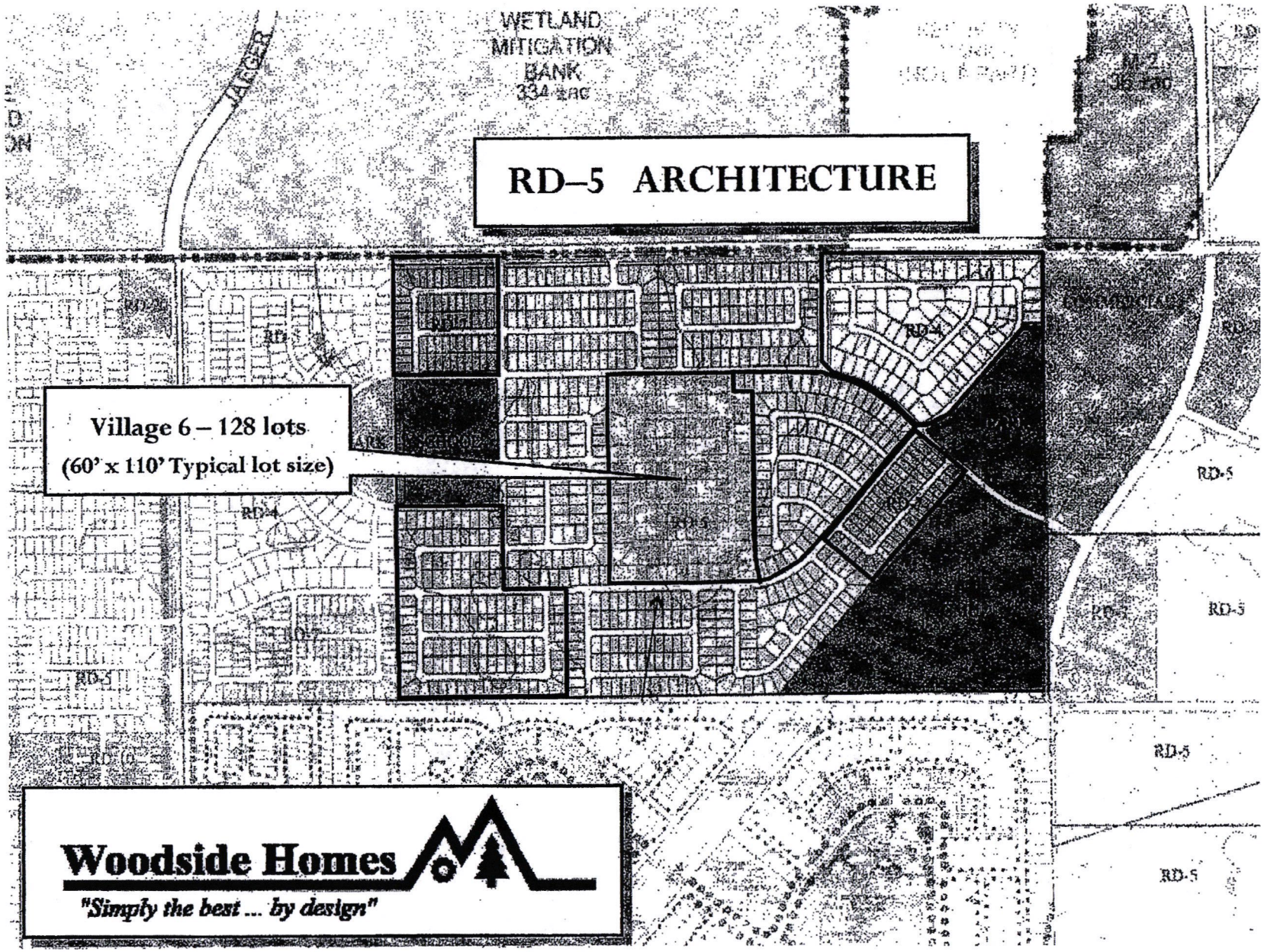


Woodside Homes

"Simply the best ... by design"

Exhibit A


WETLAND MITIGATION BANK
JAEGER
-- Architectural Design Review --
Villages 1,4,6,7,8 and 11
Village 1
Village 4
Village 6
Village 11
Village 8
Village 7
RD-4
RD-5
Woodside Homes
"Simply the best ... by design"

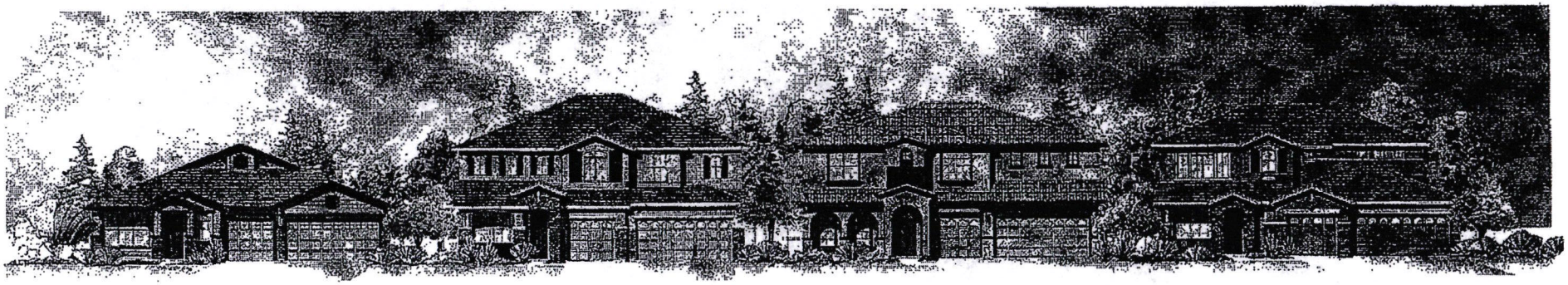


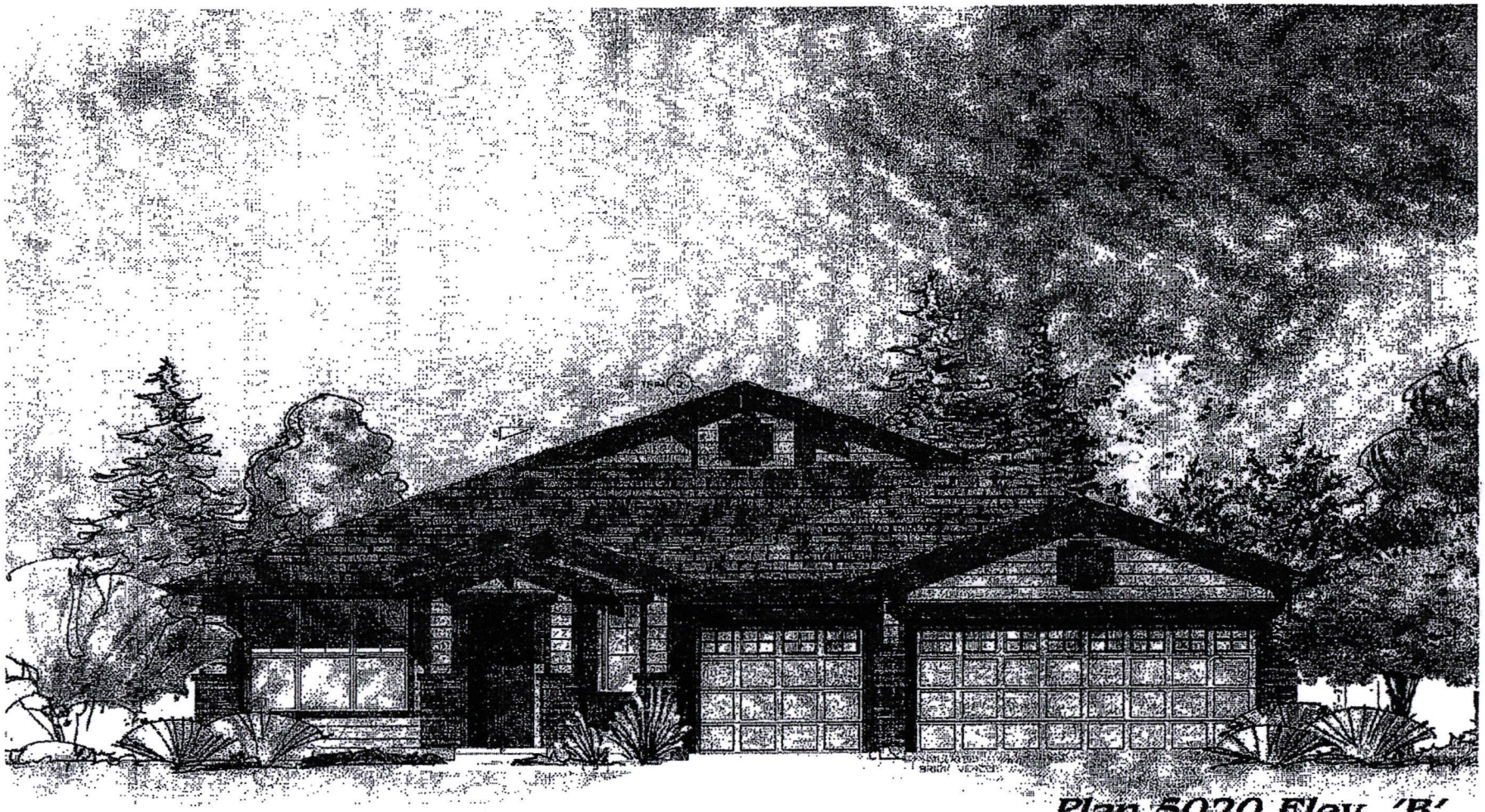
RD–5 ARCHITECTURE

Village 6 – 128 lots
(60' x 110' Typical lot size)

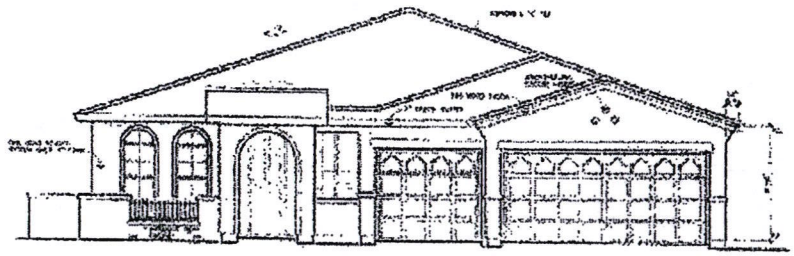
Woodside Homes

"Simply the best ... by design"

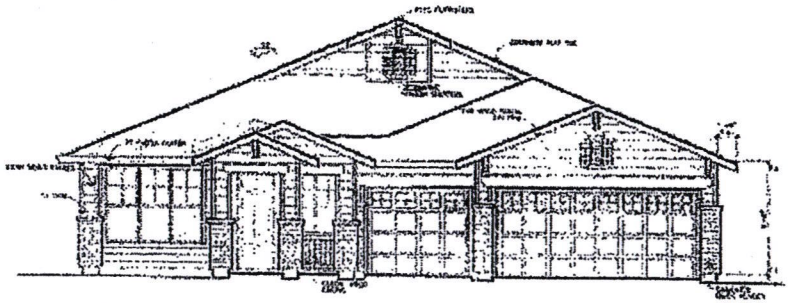




Plan 5020 Elev. 'B'



FRONT ELEVATION 'A': SP-5020



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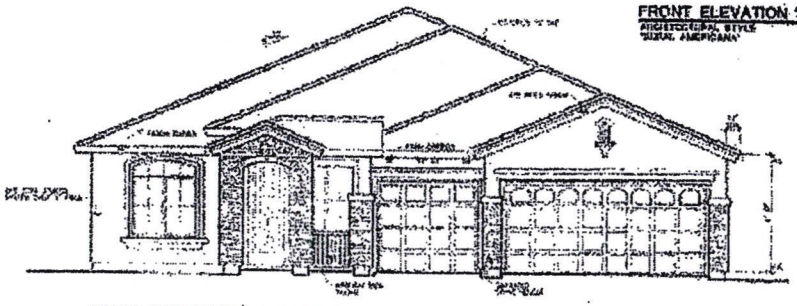
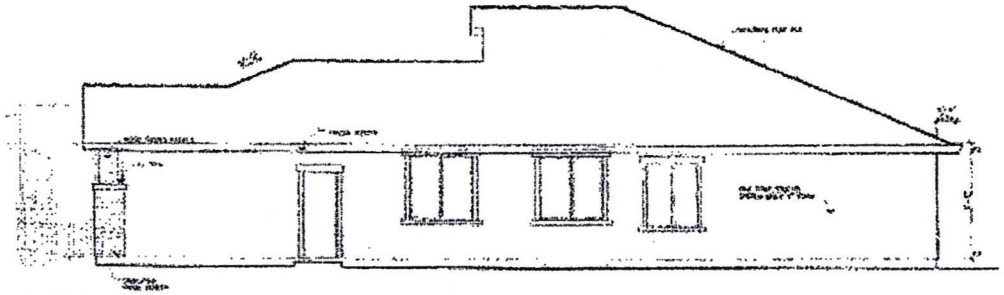


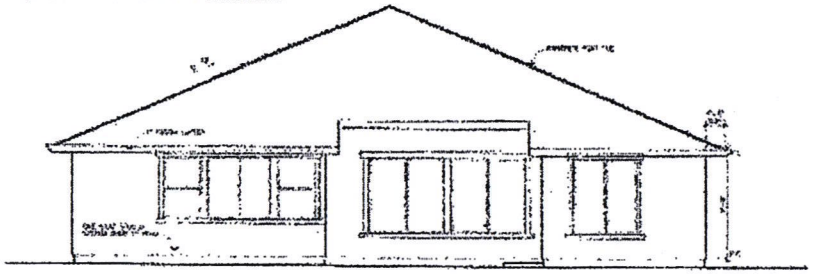
FRONT ELEVATION 'C': SP-5020

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
G321
A1



RIGHT SIDE ELEV. 'B' SP-5020



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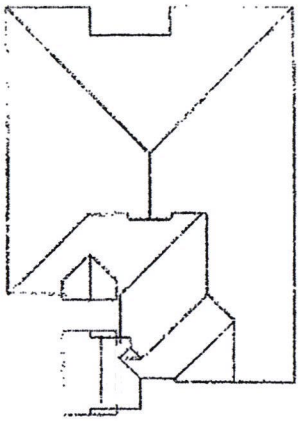
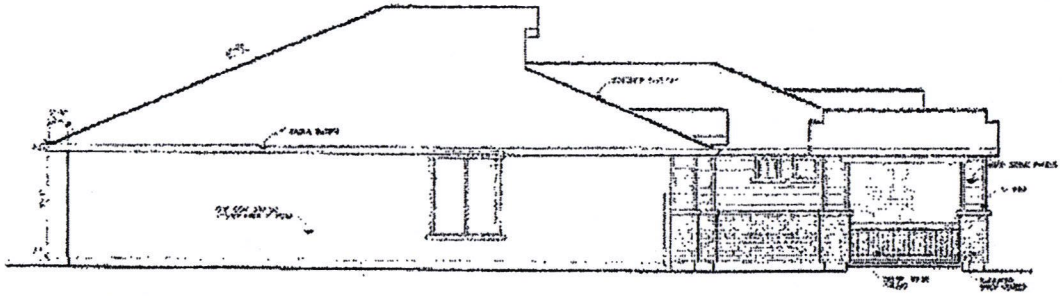


ROOF LINE AT ELEV. 'B' SP-5020



LEFT SIDE ELEV. 'B' SP-5020

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
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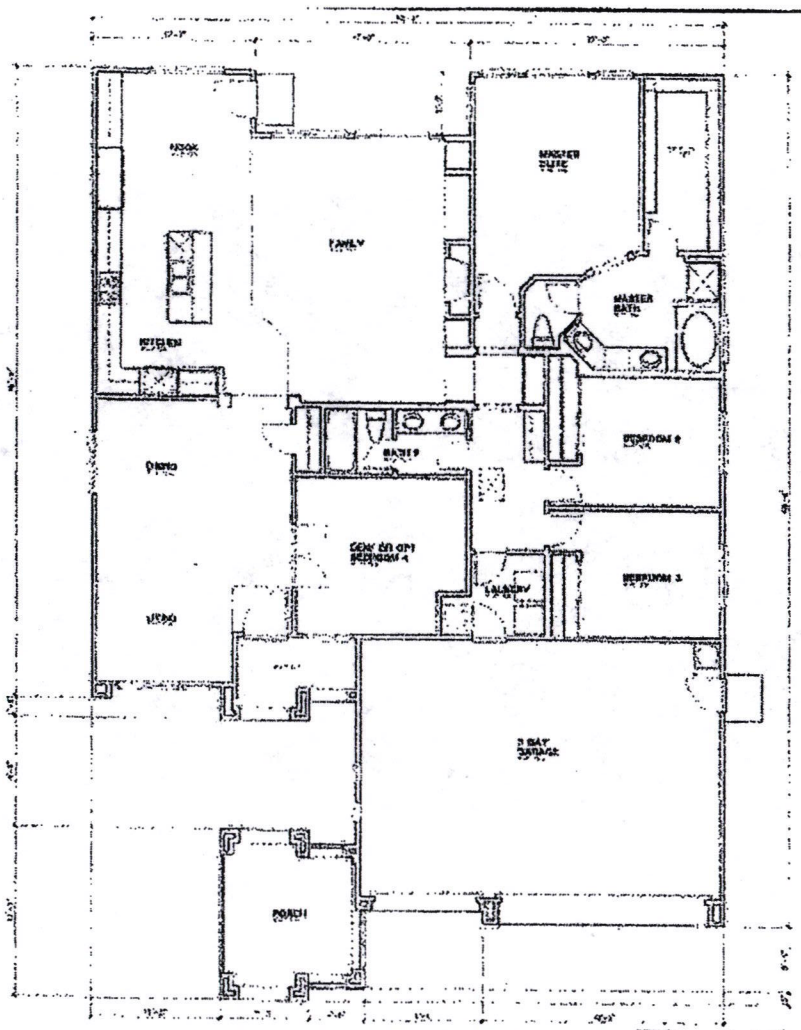
A2



FLOOR PLAN ELEV. 'B' : SP-5020

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
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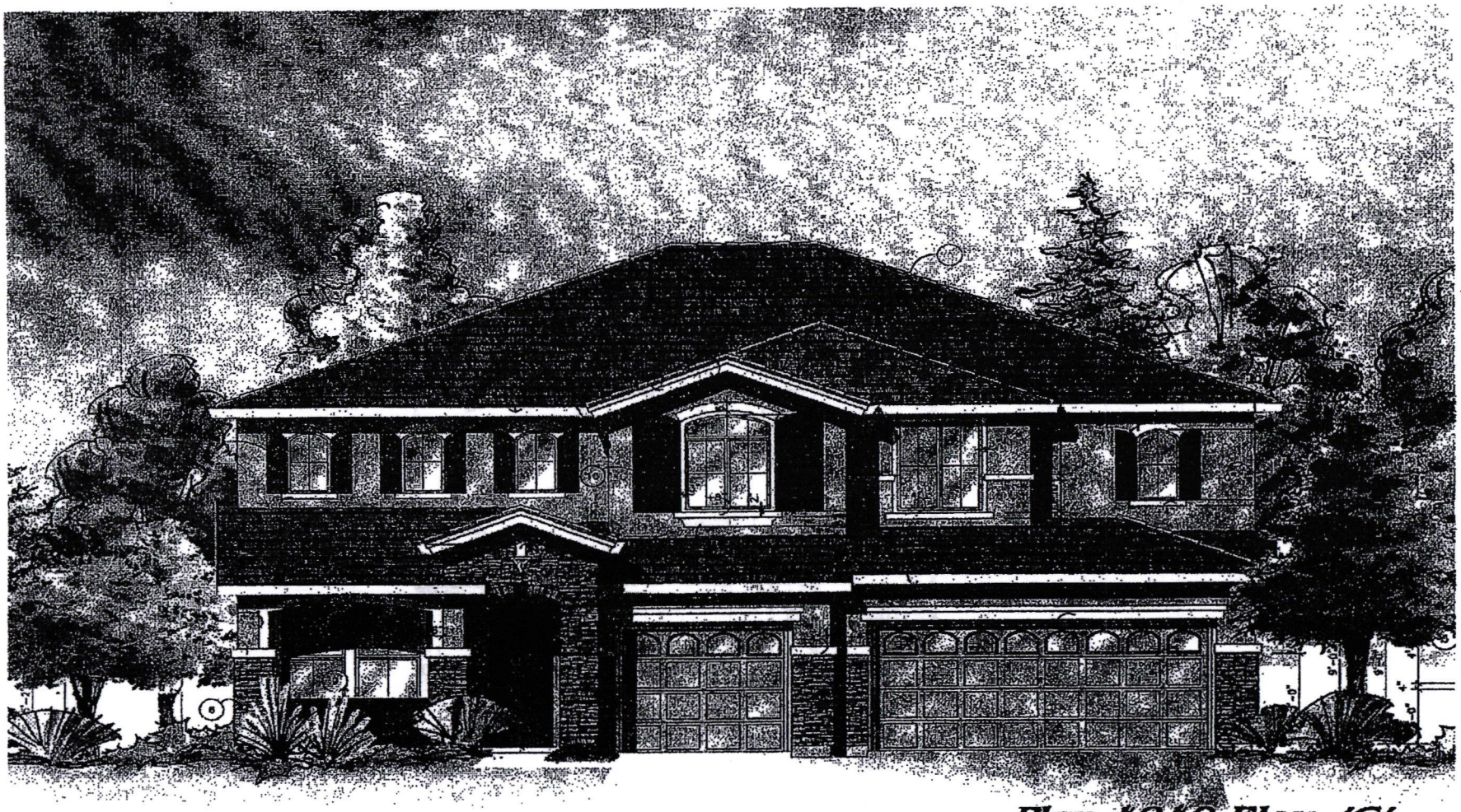
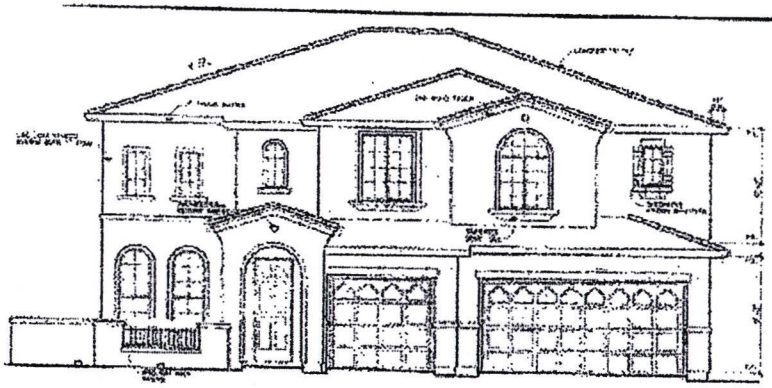
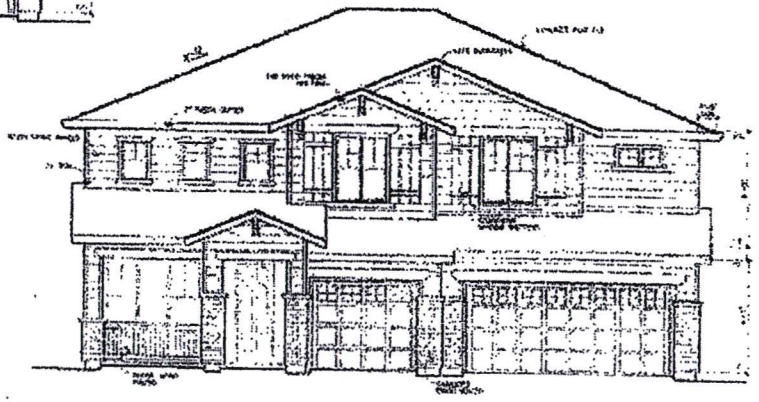
:lev.c-4840.BMP



Plan 4840 Elev. 'C'



ELEV. 'A' AT BDRM OPT. SP-4840



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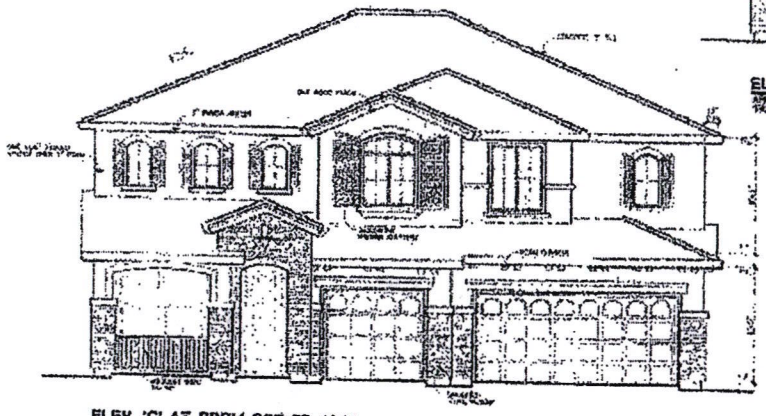

ELEV. 'C' AT BDRM OPT. SP-4840

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
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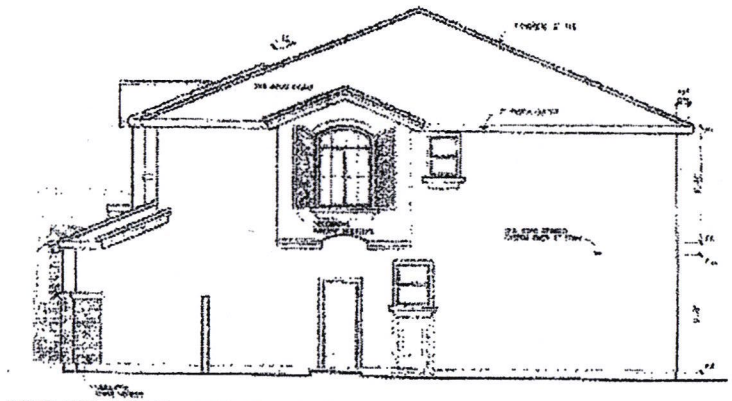
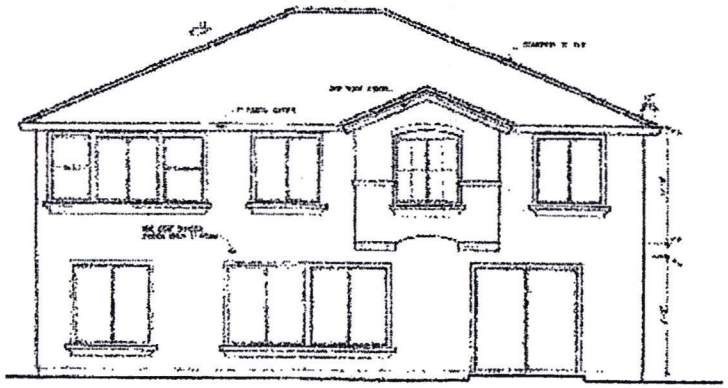


RIGHT SIDE ELEV. 'C' AT BDRM. OPT. - SP-4840



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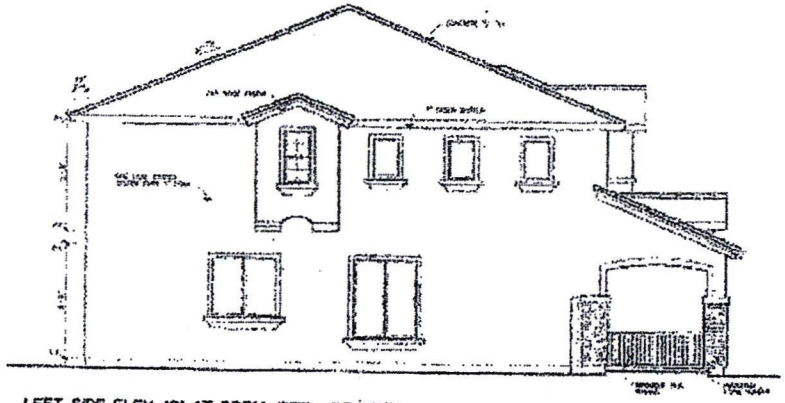
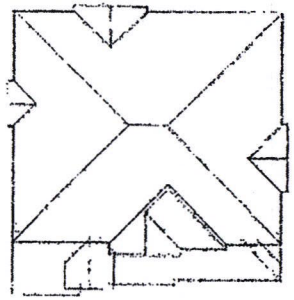


LEFT SIDE ELEV. 'C' AT BDRM. OPT. - SP-4840



ROOF LINE AT ELEV. 'C' - SP-4840

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
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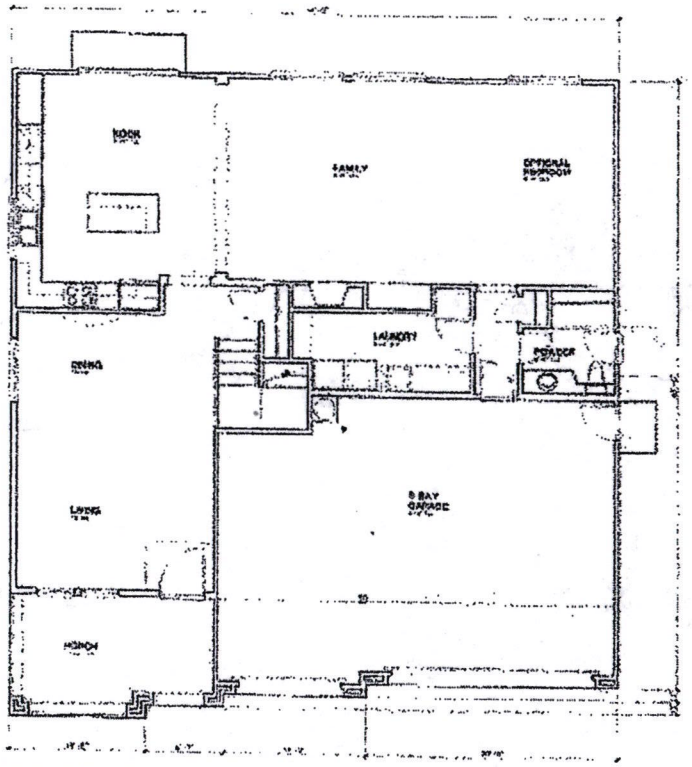
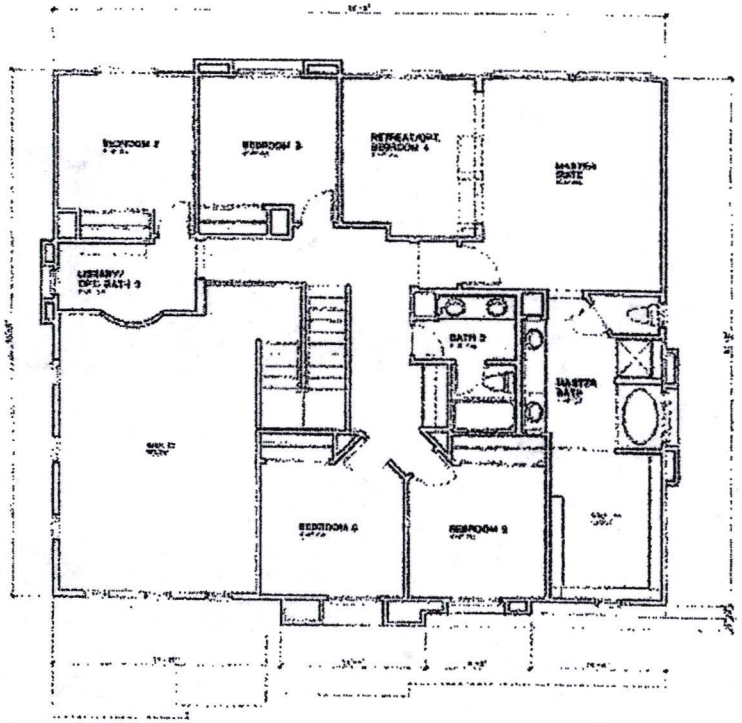


FIRST FLOOR ELEV. 'C' - SP-4640



SECOND FLOOR ELEV. 'C' - SP-4640

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
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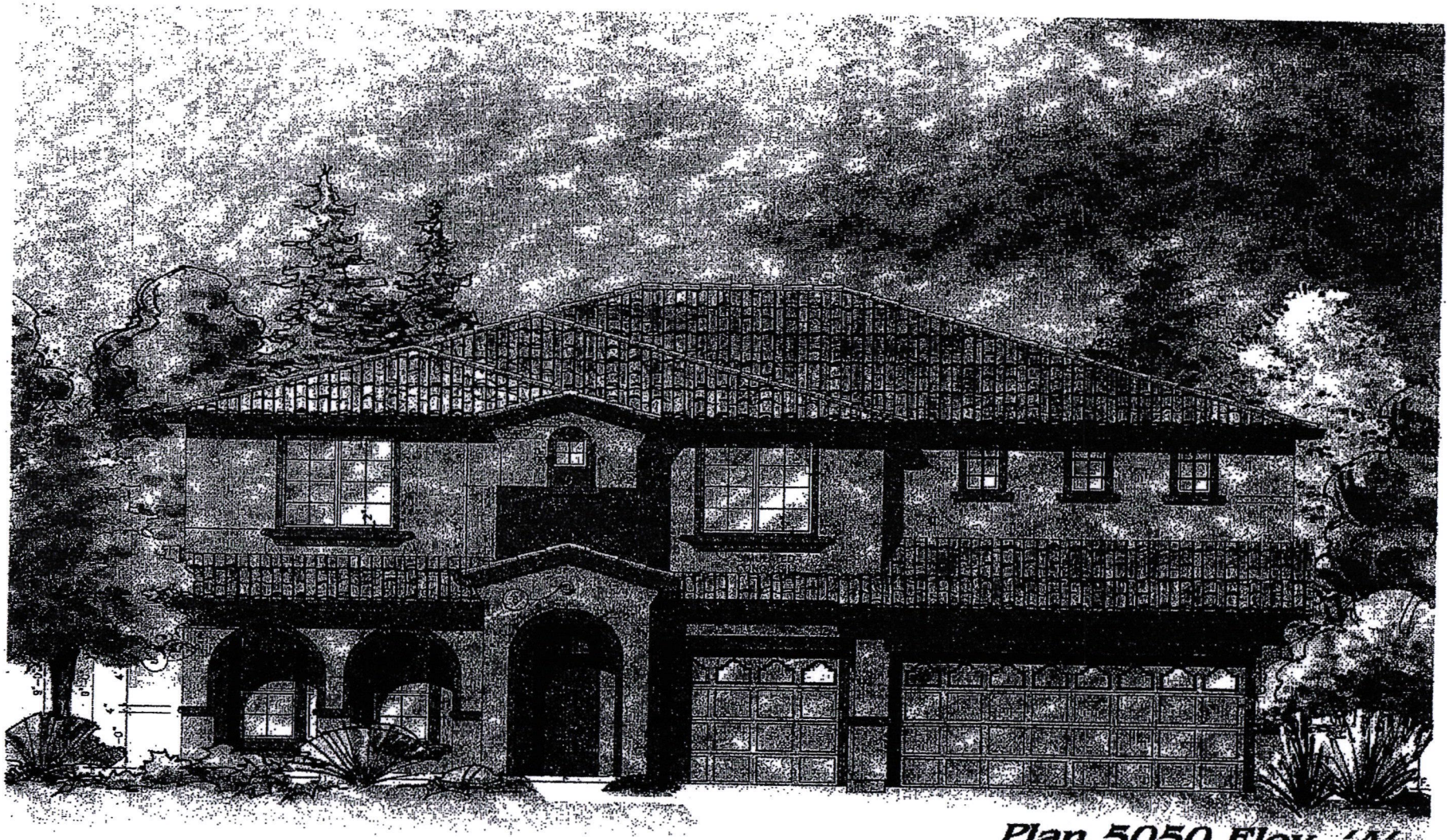
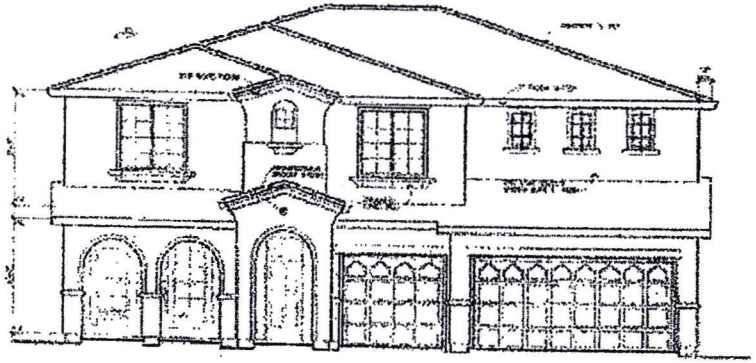
A3



Plan 5050 Elev. 'A'



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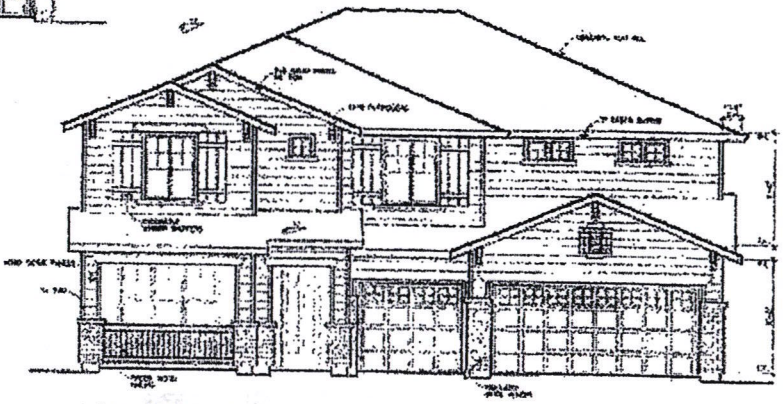

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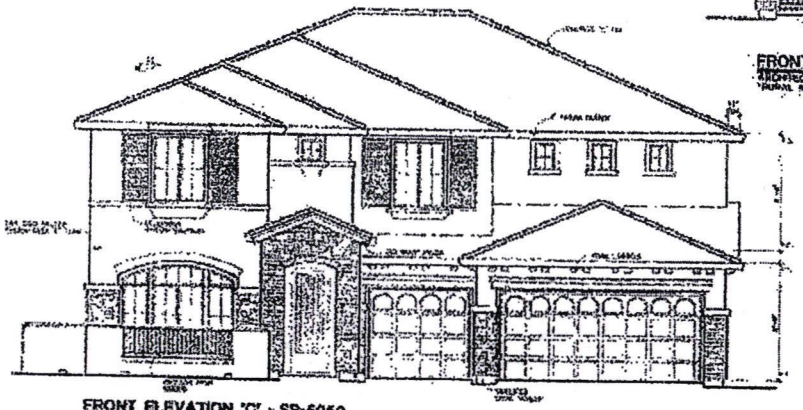


FRONT ELEVATION 'C' - SP-5050

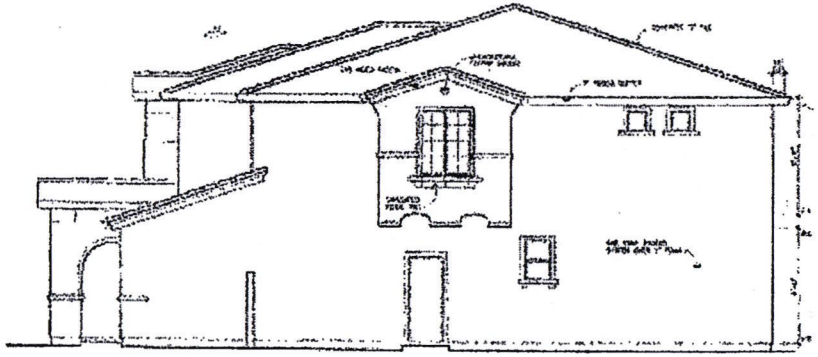
Woodside Homes

SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04

0321

A1



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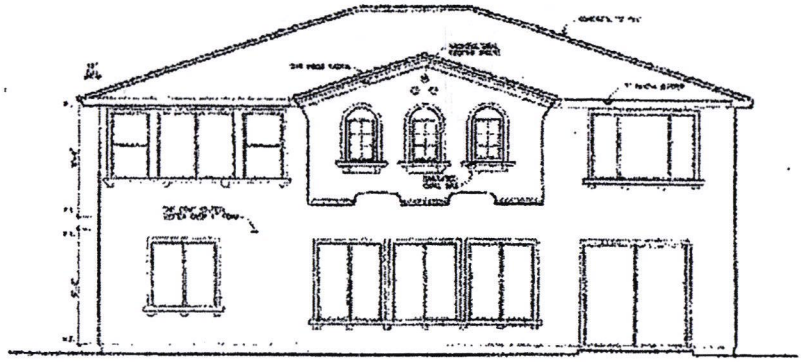

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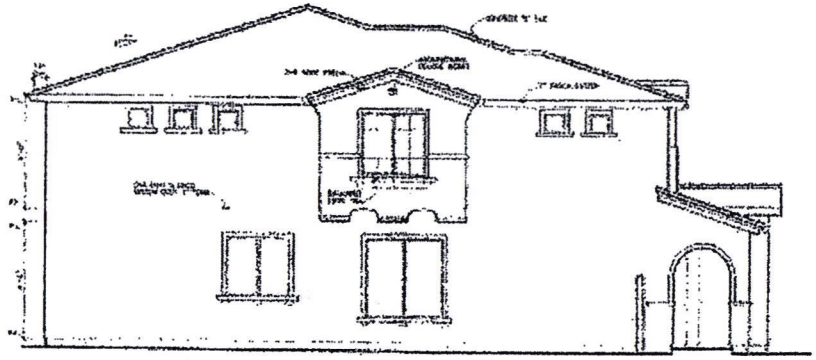

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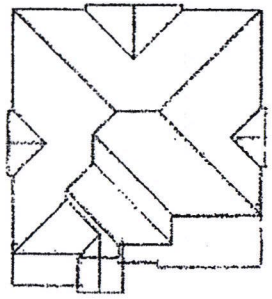

ROOF LINE AT ELEV. 'A' - SP-5050

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
0321
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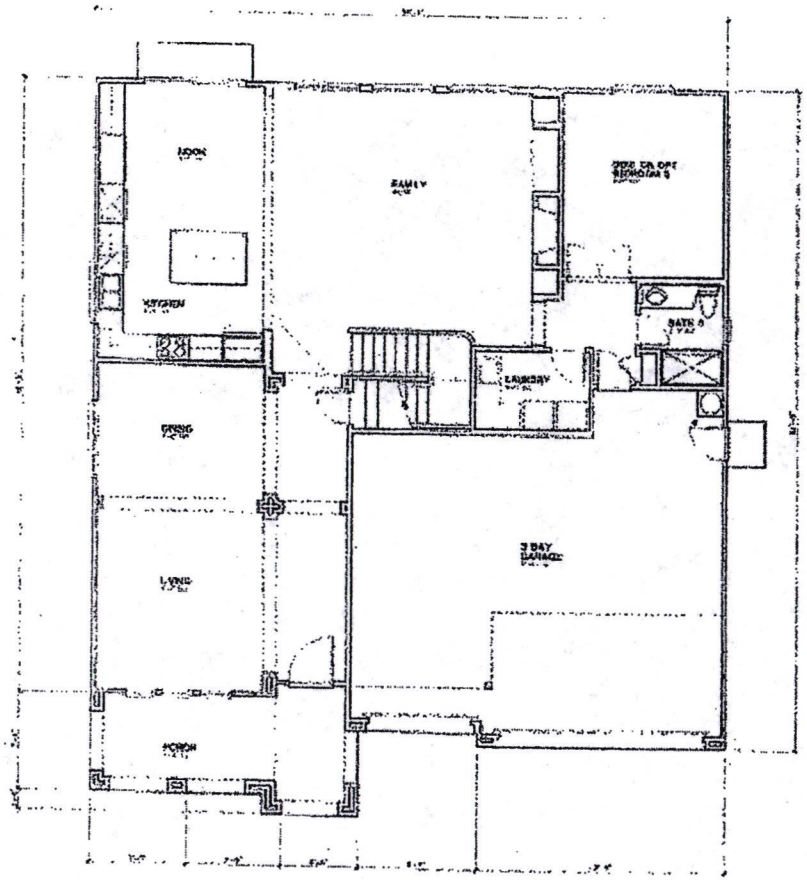
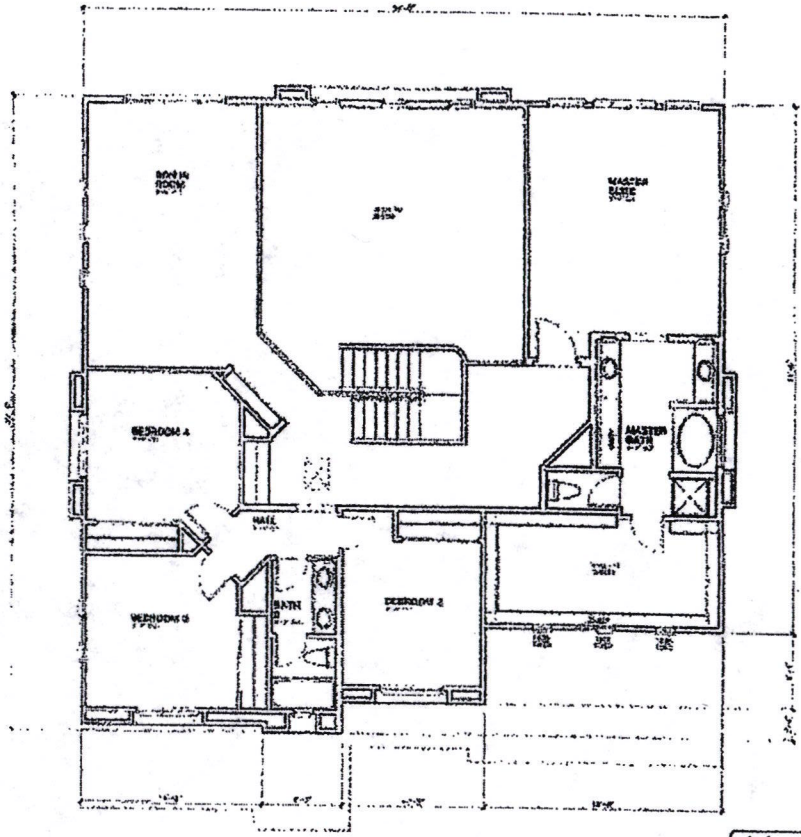


FIRST FLOOR ELEV. 'A' - SP-5050



SECOND FLOOR ELEV. 'A' - SP-5050

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
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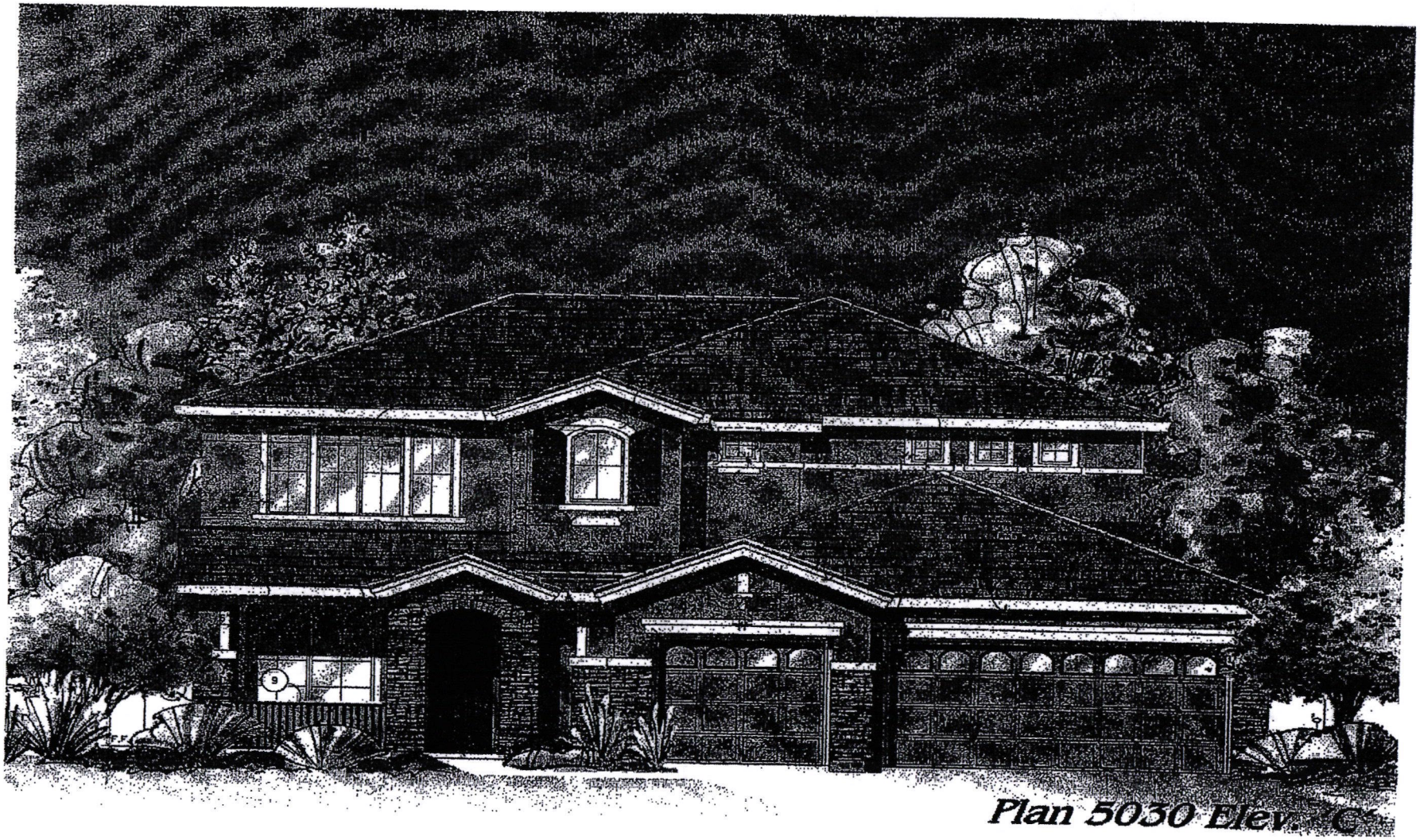
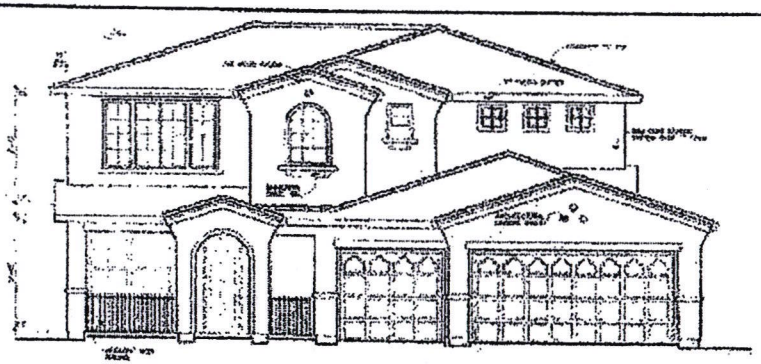
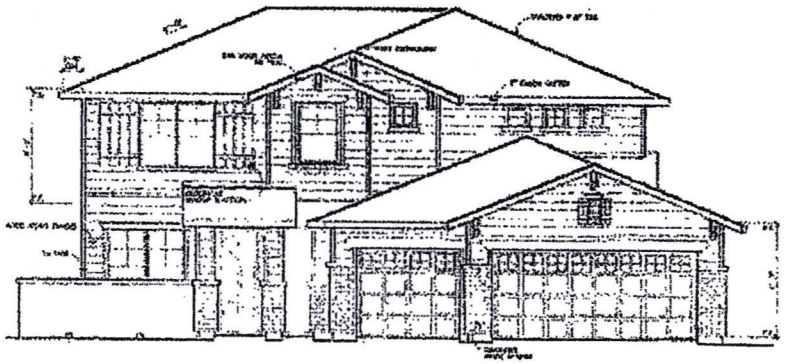
elev.c-5030.BMP





FRONT ELEVATION 'A' : SP-5030



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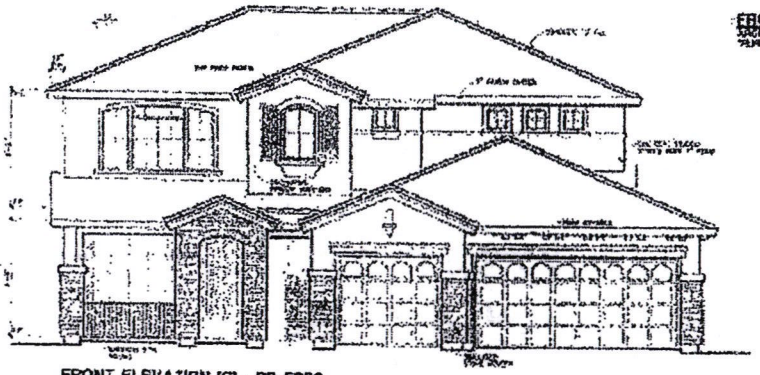

FRONT ELEVATION 'C' : SP-5030

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
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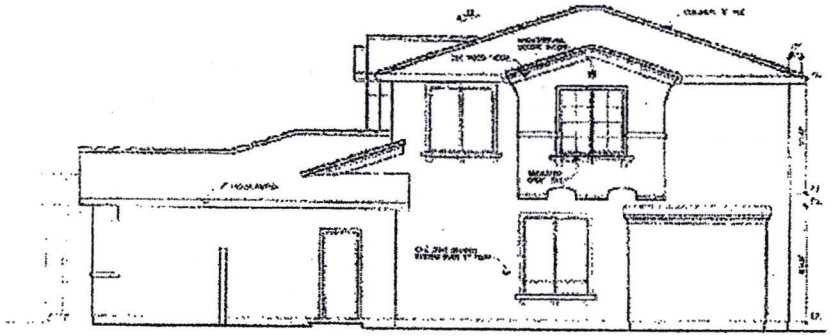
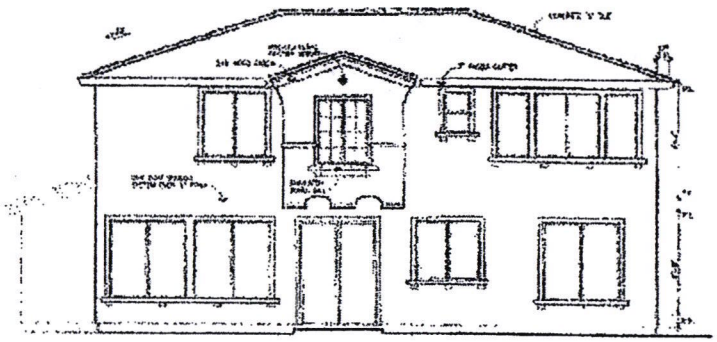
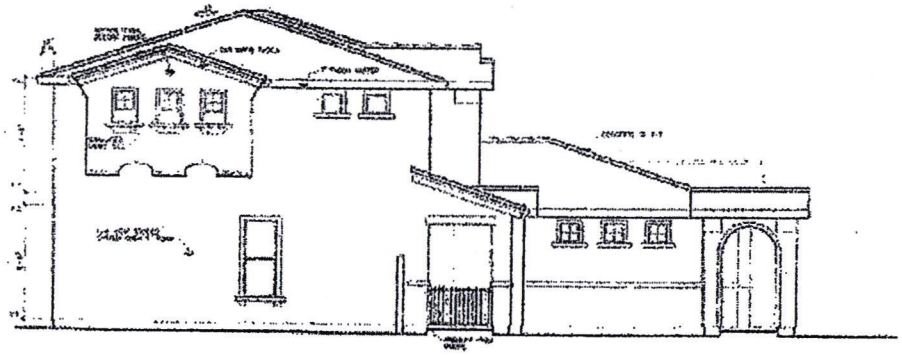
A1



RIGHT SIDE ELEV. 'A' - SP-5030



REAR ELEVATION 'A' - SP-5030



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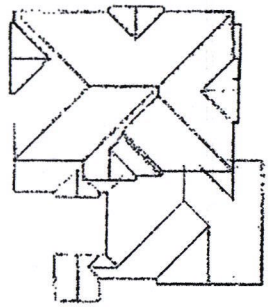

ROOF LINE AT ELEV. 'A' - SP-5030

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

APR04
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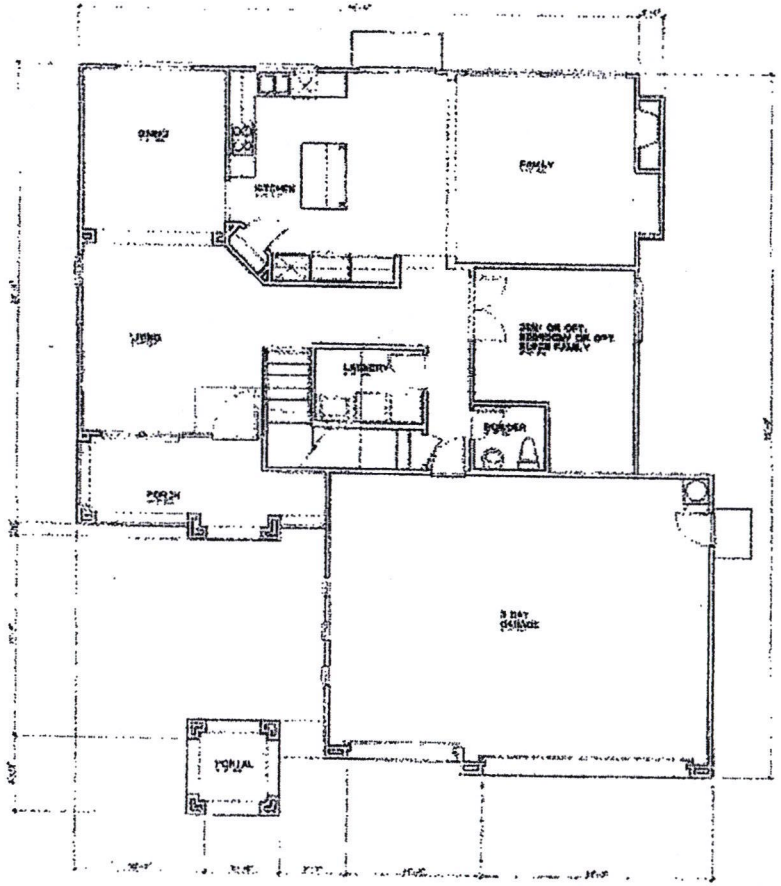
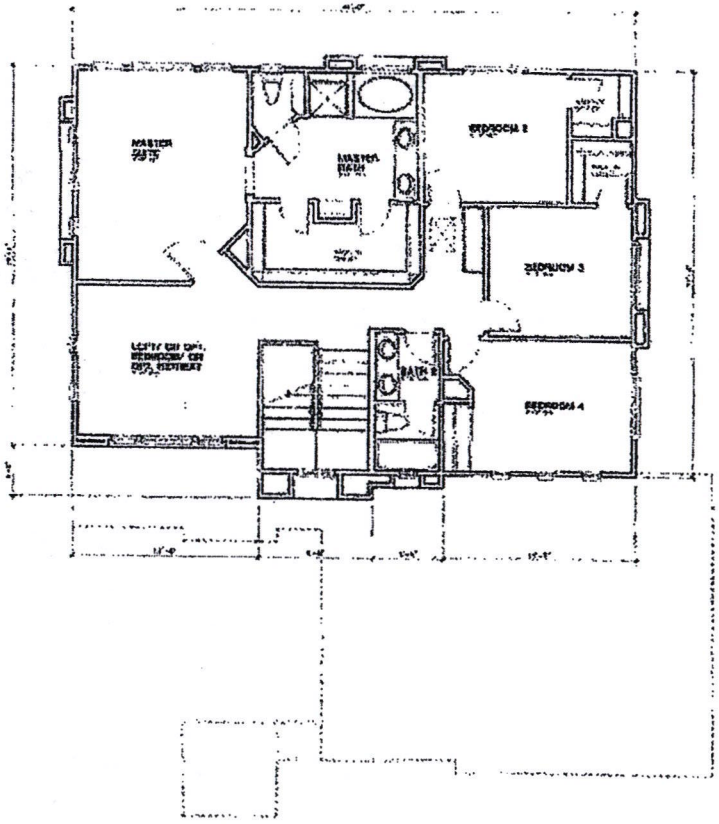


FIRST FLOOR 'A' - SP-5030



SECOND FLOOR 'A' - SP-5030

Woodside Homes
SUNRIDGE PARK
RANCHO CORDOVA, CA.

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WOODSIDE HOMES
Typical Frontyard Landscape
City of Rancho Cordova

SUNRIDGE DESIGN CONCEPT STATEMENT

The intent of the Front Yard Landscape Design Guidelines concept is the creation of an informal, tree graved landscape setting for the
Sunridge residential villages. The planting design guidelines shall provide a cohesive manner in which housing villages and other site amenities can be linked together through their landscaped environment.

The distinctive, village character shall be created through the recurring use of an assigned dominant street tree that provides a "framework" for the residential streetscape. Each residential street shall be assigned a unique dominant street tree to differentiate its streetscape environment from the other villages. The dominant street tree species shall be selected from the tree species tree list.

Subordinate street trees shall be used in conjunction with the dominant street tree to further enhance the village character. The
subordinate street trees shall complement the dominant street tree and shall provide additional variety, texture, form and seasonal
color

Front yard landscapes all utilize the consistent use of shrub and groundcovers from the design guideline's recommended plant palette and shall complement the street tree "framework". Landscape design parameters shall encourage a unified and rhythmic plant material layout that is important in providing an additional unifying element by creating a seamless ground plant treatment that "flows" from one lot to another in a natural, continuous and fluid
landscape design.

SUNRIDGE PRODUCTION
TYPICAL PLANT LIST
BY WOODSIDE HOMES

A. ORNAMENTAL SHRUBS
QTY TO BE

Arctus Southern Indica	Bur-arctus		regular	full/partial	
Berberis Japonica	Japanese barberry		regular	full	
Abutilon parvifolia compacta	Compact heavenly bamboo	5gal	moderate	full/partial	
Pittosporum tobira "wheelers dwarf"	Dwarf mock orange	5gal	regular	full/partial	
Raphiolepis indica "indica grande"	Indian hawthorne	5gal	regular	full	
Mahonia Aquifolium compacta	Compact Oregon grape	5gal	regular	full/partial	

B. ACCENT & METAL SHRUBS

Cordyline petiolaris "green gold"	Green leaf cordyline	5gal	moderate	full	
Hesperaloe spp.	Hesperaloe	5gal	moderate	full	
Leucophyta spp.leaux	Coral bells	5gal	regular	full/partial	
Limonium perezii	Statice	5gal	regular	full/partial	
Nerium oleander	Butterfly bush	5gal	intermediate	full	
Salvia Peterconiyla	Australian bluebells	5gal	regular	full/partial	

C. MASS

Abelia Prostrata	Chinese abelia	5gal	regular	full	
Escallonia Frades	Escallonia	5gal	regular/med	full/partial	
Osmanthus "Myer Holly"	Wax leaf	5gal	regular	full/partial	
Xylosma congestum compacta	Compact xylosma	5gal	moderate	full/partial	
Arbutus Unedo	Strawberry tree	5gal	med	full	

D. ACCENT SHRUB

Hypericum Calcinum "Aaconite"	Aaconite St Johnswort	5gal	intermediate	full	
Nandina domestica	Nandina	5gal	intermediate	full/partial	
Phormium tenax	Flax	5gal	regular	full	
Rosa spp.	Rose	5gal	regular	full	

E. STRUCTURE SHRUB

Arctostaphylos "Sunset"	Manzanita	5gal	regular	full	
Escallonia Fradesii	Escallonia	5gal	regular/med	full/partial	
Pittosporum tobira	Mock orange	5gal	regular	full/partial	
Raphiolepis Jack evans	Indian hawthorn	5gal	moderate	full/partial	

F. SHADE TREES

Quercus agrifolia	Coast Live Oak	15gal&24"	regular		
Quercus lobata	Valley Oak	15gal&24"	regular		
Platanus acerifolia	Sycamore	15gal&24"	regular	2&2	
Pyrtaceae cheriti	Chinese pistache	15gal&24"	moderate	full	

G. SPECIMEN/ ACCENT TREES

Prunus cerasifera "atropurpurea"	Ataropurpurea purple leaf plum	15gal	regular	full	
Lagerstroemia Indica	Crape Myrtle	15gal	moderate	full	full
Prunus "Krauter Vesuvius"	Purple flowering plum	15gal	regular	full	

H. EVERGREEN TREES

Pinus sabiniana	Bonsai pine	15gal	regular	full	
Metrosideros excelsa	California Flower	15gal	regular	full	

I. GROUND COVER

Arctostaphylos Uva - ursi	Bearberry	1gal'S	4'OC	moderate	full
Sodded Festuca Icon	Sod dwarf fescue, 3x bluegrass mix				

Notes: Edging - Use 2x6 cpc board or extruded concrete curbing.
Use trees 5' or more from concrete walks or curbs. Use root guards to prevent cracking of pavement.
Sloping or curved lots are to be on a separate valve and watered on a deep/less soaker system.
Use 2x2 crossbraces in all staggered rows. Locate drain grates by behind back of curb.
Plant trees 6' from back of curb, 4' minimum from driveways, 5' from fire hydrants,
and 5' min from underground utilities. Provide 5' of concrete to have root barriers installed.

DRAWN BY: GAUTHIER	PROJECT: WOODSIDE HOMES	SHT. NAME: Typical Frontyard Landscape City of Rancho Cordova	SHT. NO.
DATE: 7-19-04			
DWG. NO.:			
APPROVED BY:			

TYPICAL LOT LANDSCAPE
VILLAGE 6

SYMBOL LEGEND AND NOTES

	A. FOUNDATION SHRUB 1 - GAL.		F. SHADE TREE 15 - GAL.
	B. ACCENT SHRUB 1-GAL. PERENNIAL		G. SECOND TREE 15 - GAL.
	C. HEDGE 1 - GAL.		H. EVERGREEN TREE 15 - GAL.
	D. ACCENT SHRUB 5-GAL.		
	E. SIDEYARD SHRUBS 1 - GAL.		GROUND COVER PLANTS 12" O.C.

NOTES:

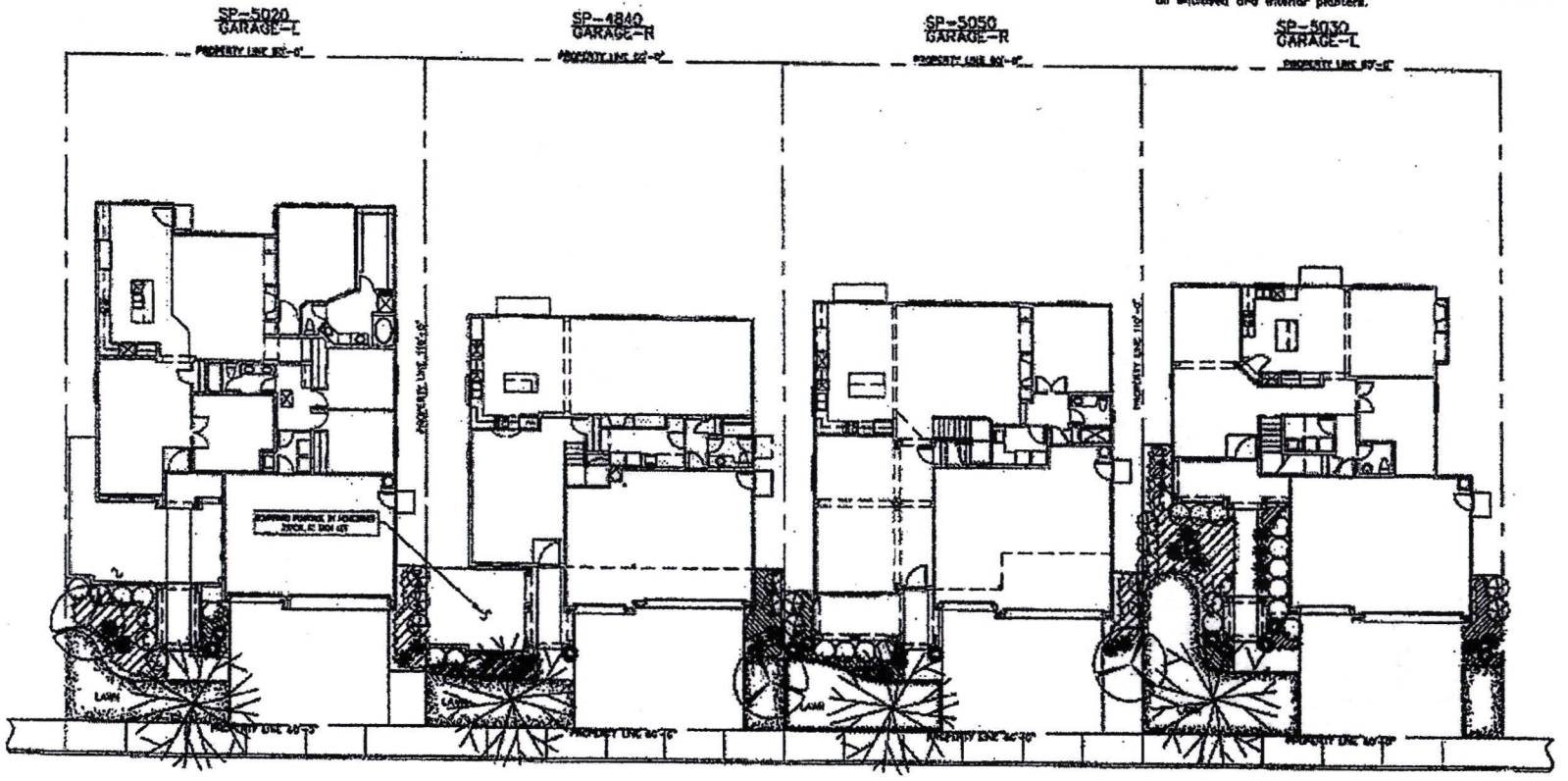
Front yards are to receive 15 - 1gal shrubs, 8 - 5gal shrubs 1 - 15gal shade tree, and 1 -15gal accent tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.

Corner lots are to recieve an additional 3 - 15gal Evergreen trees, shrubs spaced at 5' on center along fence, and ground cover at 12" o.c.

Mowcurb to be 1" epic board.

Bark ll be cedar or redwood, max size 3/4". Shredded material is not acceptable.

Frontyard and sideyard downspouts are to be connected to drainage system. Drainlines to be 3" with 8" basins and grates located behind fence, and 2' back of walk. Use screw-grates in all enclosed and interior planters.

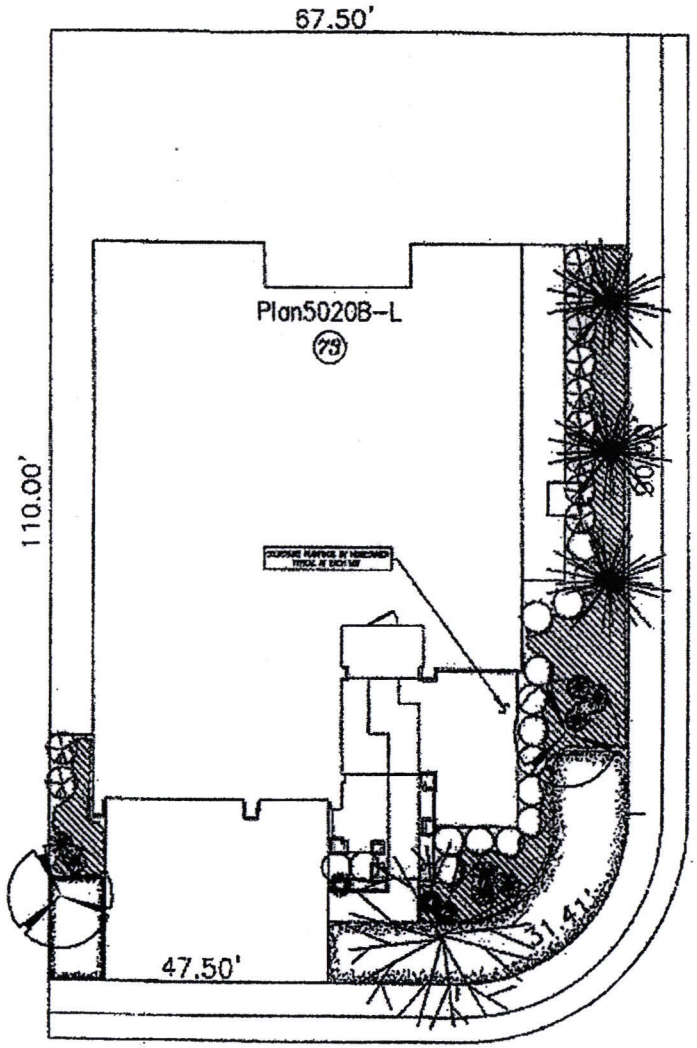


SHT. NO.

SHT. NAME
Typical Frontyard Landscape
City of Rancho Cordova

PROJECT
WOODSIDE HOMES

DRAWN BY: SAUTHIER
DATE: 7-19-04
DWG. NO.9-24-30
APPROVED BY:



SYMBOL LEGEND AND NOTES

	A. FOUNDATION SHRUB 1 – GAL		F. SHADE TREE 15 – GAL
	B. ACCENT SHRUB 1 – GAL. PERENNIAL		G. SPECIMEN TREE 15 – GAL
	C. HEDGE 1 – GAL		H. EVERGREEN TREE 15 – GAL
	D. ACCENT SHRUB 5 – GAL		
	E. BOXYARD SHRUBS 1 – GAL		GROUND COVER PLANTS 12" O.C.

NOTES:

Front yards are to receive 15 – 1gal shrubs, 8 – 5gal shrubs 1 – 15gal shade tree, and 1 – 15gal accent tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.

Corner lots are to recieve an additional 3 – 15gal Evergreen trees, shrubs spaced at 5' on center along fence, and ground cover at 12" o.c.

Mowstrip to be 1" epic board.

Bark it be cedar or redwood, max size 3/4". Shredded material is not acceptable.

Frontyard and sideyard downspouts are to be connected to drainage system. Drainlines to be 3" with 6" basins and grates located behind fence, and 2' back of walk. Use speedi-grates in all enclosed and interior planters.

CORNER LOT LANDSCAPE
VILLAGE 6

SHT. NO.

SHT. NAME: Typical Frontyard Landscape City of Rancho Cordova

PROJECT: WOODSIDE HOMES

DRAWN BY: GAUTHIER

DATE: 7-19-04

DWG. NO.:

APPROVED BY:

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the Design Package (Exhibit A) recommended to the City Council by the Planning Commission dated September 9, 2004.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director. The developer will install full window and door treatments on all four elevations of the proposed residential buildings. All subsequent phases shall be reviewed and approved by the Planning Director.	Prior to Building Permit	Planning	
4.	Each phase of the development will be pre-plotted and approved before sale of residence within the proposed phase. The criteria used for the approval of these phases will be as follows: • No more than three, two stories will be placed in a row and a minimum of one single-story home in shall flank the three two-stories on at least one side. • Two of the same architectural style or color scheme will not be	Prior to Building Permit	Planning	

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	placed next to each other. • No more than two of the same floor plans that are side by side must have different elevations. • Floor plans 5520 and 5550 must be used on at least 50% of the lots within Village 6.			
	Prior to Final Inspection and Utility Release			
5.	Submit final site landscaping plan for review and approval by the Planning Director prior to installation. Landscaping shall be installed prior to final inspection.	Prior to Final Inspection	Planning	
6.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning	
7.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources	

E-H. **Consideration of the Design Review for SUNRIDGE PARK VILLAGE 1 AND 11 – Project No. RC-04-118; SUNRIDGE PARK VILLAGE 7 AND 8 – Project No. RC-04-119; SUNRIDGE PARK VILLAGE 6 – Project No. RC-04-120; SUNRIDGE PARK – Project No. RC-04-121:**

Principal Planner, Bill Campbell presented the staff reports and recommended the Planning Commission forward a recommendation to the City Council to adopt resolutions approving the Design Review for Project No's. RC-04-118, RC-04-119, RC-04-120, and RC-04-121, subject to the Findings and Conditions of Approval. Chair Smith opened the public hearing and took testimony from Bron Leatham, project applicant.

The Commissioners had the following concerns and comments:

- How early in the process did you have a clear understanding of the Cities intention of the Garage Orientation Policy? 75% of the product was already selected before we were told about the policy; however, we took the plans and worked with staff through a number of sessions.
- Are solar panels an option on the homes? No, it is not cost effective for the builder, but it's possible that it can be offered to the homeowner as an option.
- Can homeowners change the colors of the houses or do the CCR's restrict the color? Colors are tough to regulate and it's not known if there are any proposed CCR's for this project.
- Do the homeowners need a building permit to paint the house? No. How about for re-roofing a house? Yes, they will need a roofing permit.

The Commissioners felt staff adequately addressed the above concerns and comments.

Action:

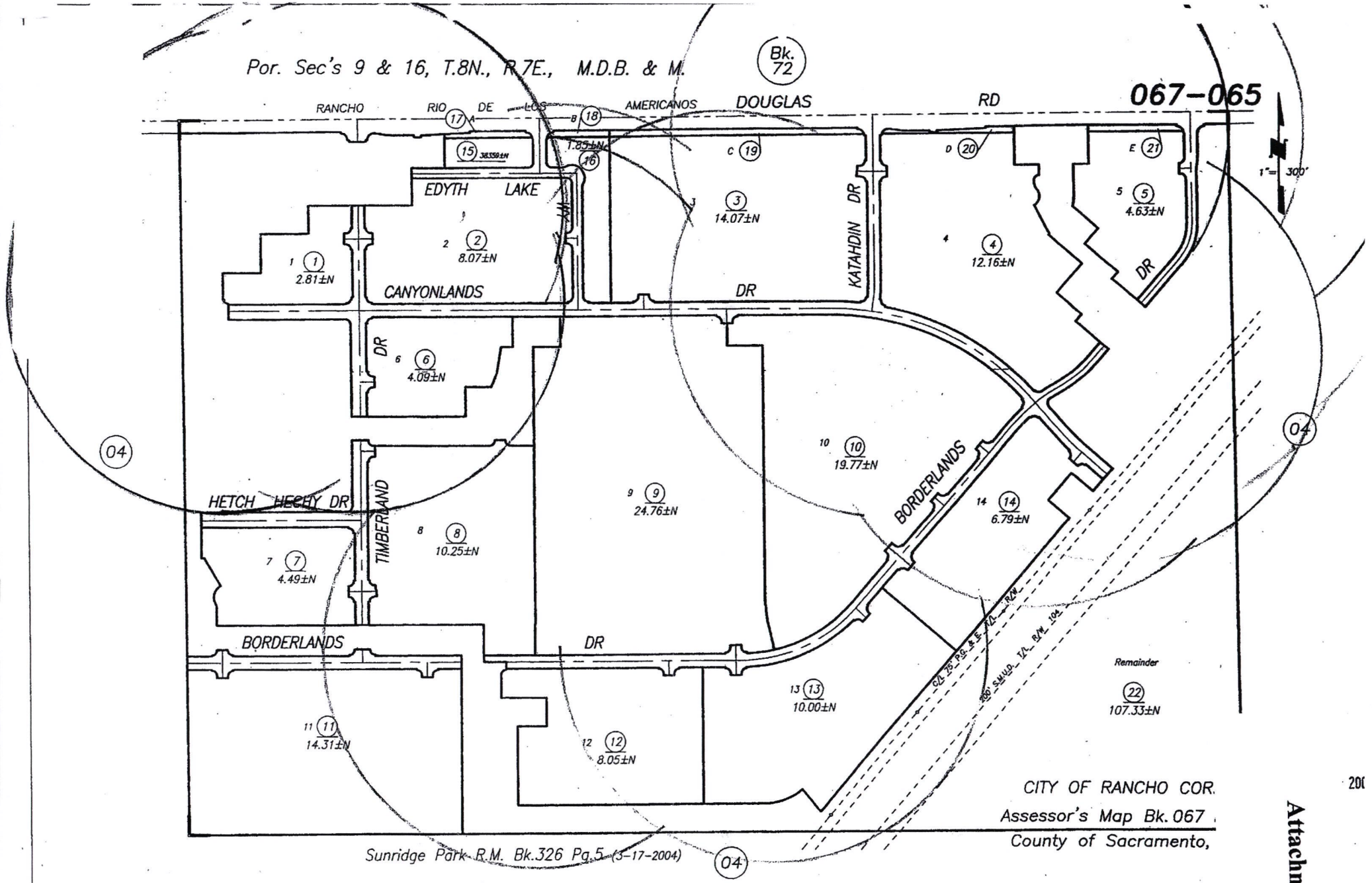
Motion 1: Commissioner Burke moved, seconded by Vice Chair Vance to recommend the Planning Commission forward a recommendation to the City Council to find that the Mitigated Negative Declaration prepared for Sunridge Park adequately addresses the environmental impacts of the project according to the California Environmental Quality Act Guidelines (CEQA).

Motion 2: Commissioner Moe moved, seconded by Commissioner Savorn to recommend the Planning Commission forward a recommendation to the City Council to adopt resolutions approving the Design Review for Sunridge Park, Project Nos. RC-04-118, RC-04-119, RC-04-120 and RC-04-121, subject to the Findings and Conditions of Approval.

Vote on the Motions:

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

There being 6 Ayes, 0 Noes and 1 Absent, the motions are hereby declared to be passed.



Attachment 3

Douglas Road 103 Investors
7700 College Town Drive #118
Sacramento, CA 95826

Louis B. Sullivan & Boyd Smith & Tr
2560 Mission College Blvd. #101
Santa Clara, CA 95054

Grantline Investors Inc.
7700 College Town Drive #109
Sacramento, CA 95826

Cresleigh Homes Corp.
433 California Street #7th
San Francisco, CA 94104

Seabourne Enterprises, L.P.
7637 Vasos Way
Fair Oaks, CA 95828

Aerojet - General Corp.
P.O. Box 13222
Sacramento, CA 95813

Aerojet - General Corp.
P.O. Box 13222
Sacramento, CA 95813

Aerojet - General Corp.
820 Coolidge Drive #155
Folsom, CA 95630

Interstate Properties LLC
3909 Security Park Drive
Rancho Cordova, CA 95742

Sunridge Investors, LLC
7700 College Town Drive, Suite 215
Sacramento, CA 95826

Use Avery® TEMPLATE 5163®
1-800-GO-AVERY

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Rancho 80, LLC
1508 Eureka Road, Suite 203
Roseville, CA 95661

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Beazer Homes Holdings Corp.
3721 Douglas Blvd., Suite 100
Roseville, CA 95881

Beazer Homes Holdings Corp.
3721 Douglas Blvd., Suite 100
Roseville, CA 95881

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118-121

JTS did 3800 sf on RD-4

City Council Staff Report

Date: October 18, 2004 (Continued from 10/4/04)
Project: Sunridge Park, Village 4
File: RC-04-121
Request: Design Review for Model Homes in Sunridge Park in the RD-4 Zone.
Location: East of Jaeger Road, south of Douglas Road., in the Sunridge Park Subdivision, within the SunRidge Specific Plan
APN: 067-0650-004, 005, 009, 010.
Planner: William Campbell, Principal Planner

El Dorado Hills has plans up to 4900 sf.

APPLICANT/OWNER/DEVELOPER:	ARCHITECT
Woodside Homes of California 111 Woodmere Drive, Suite 190 Folsom, CA 95630	Ball Architects Phoenix, Az.

35+ 28+ 31+

Staff Recommendation:

1. Find the Mitigated Negative Declaration prepared for the Sunridge Park is adequate and addressed the environmental impacts of the project and determine it is exempt from further review under CEQA.

2. The City Council of the City of Rancho Cordova adopt a Resolution 152-2004 approving the Design Review for Project No. RC-04-121, subject to the findings in the resolution and attached Design Package (Exhibit A) and Conditions of Approval (Exhibit B).

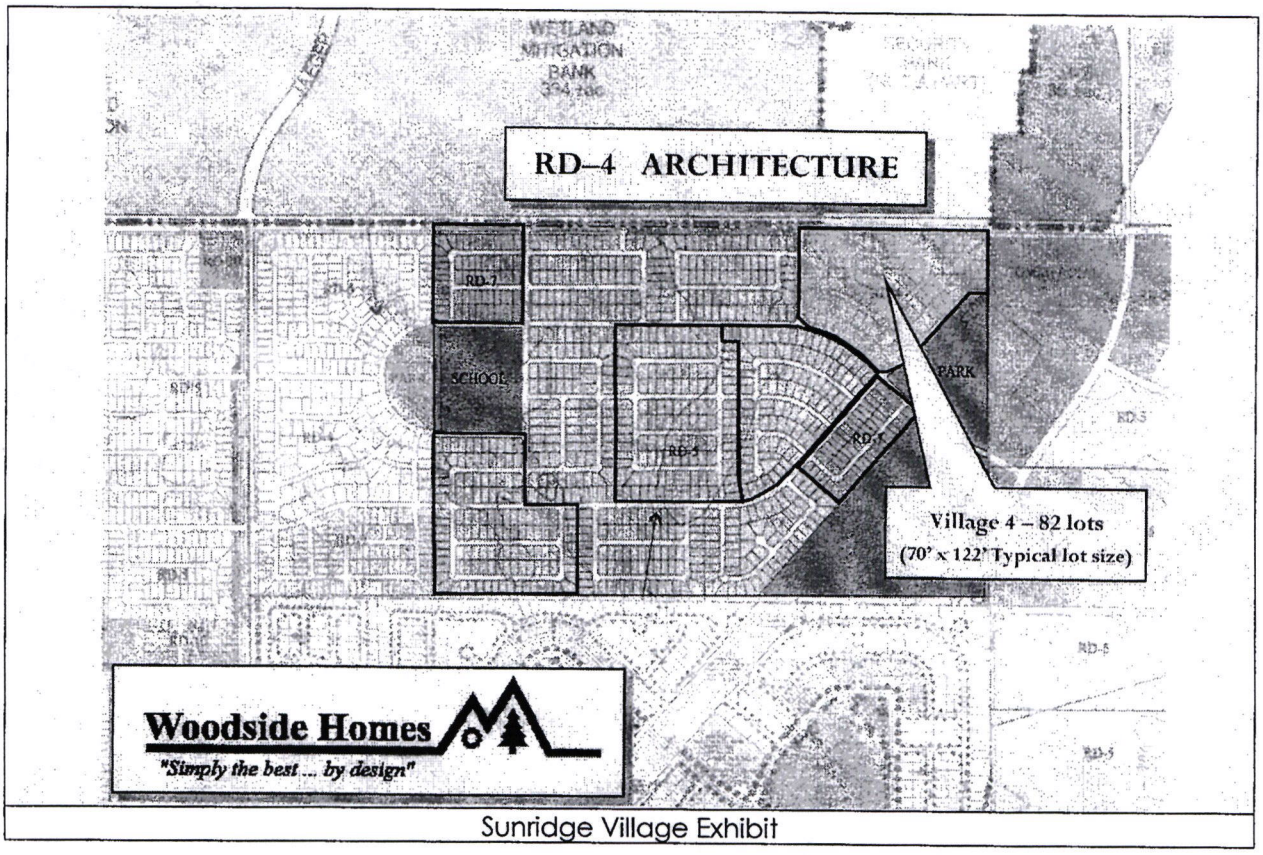
Background:

Woodside Homes has purchased Villages 4 in the Sunridge Park Subdivision and wishes to build single family homes. The project area has been rough graded and the street pattern has been established by the final map for Sunridge Park. Village 4 is located in the northeast corner of the Sunridge Subdivision (see location map).

Analysis:

The applicant has indicated the proposed housing product is a new line for Villages 4 and has not been constructed previously. Village 4 is zoned RD-4 with an average lot size of 70' X 122', which is consistent with the required development standards for this zoning. There will be 82 single-family residential lots within Village 4. The developer is presenting three one-story home plans, with three architectural styles that all consist of three car garages facing the street, except Plan 3 that has a side entry single car garage.

AGENDA ITEM # 12



Sunridge Village Exhibit

The City's adopted Design Review Ordinance provides findings that all projects requiring design review must meet. Those findings are as follows:

Design Review for Model Home Plans

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

Evidence to the Findings:

1) The developer has presented a design package which includes three floor plans with three architectural styles per plan, for a total of nine basic architectural

configurations. There are four color combinations for each of the three exterior designs, which yield a total of thirty-six different compositions within the tract. The architectural styles range from two Mediterranean influenced designs and one style influenced by the French Country style. As previously mentioned, the whole design package is very well designed, however the same level of detail on the side and rear elevations is not carried through, as the other villages. There are molding and trim details on the front elevations that should be carried around all sides and staff would recommend a condition to provide these details on the plans.

The applicant has submitted 3 plans (Plans 1, 2 and 3) and Plans 1 and 3 clearly meet the intent of the "Garage Orientation and Placement Policy", to reduce the appearance of garage doors fronting the street. Indicated on the site plans for Plan 1 and 3 are optional court yard walls to enclose or define the front entry that staff believes should be included in the over all design of these two units to qualify as meeting the Policy. Plan 2 is very close to meeting the habitable off set criteria of the Policy and the Commission may want to substitute this plan for either Plan 1 or 3, should it be found either one does not meet the Policy. At least two of the three plans can meet the design criteria of the Policy and staff can support the

2) The developer is proposing all single-story homes in Villages 4. They are not proposing to pre-plot the homes on the lots, therefore the Planning Department will review individual plans for compliance with setbacks and also to ensure the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. Staff has placed the same criteria for unit placement within the Conditions of Approval to ensure there will be no building repetition, duplication of color schemes and to control the mass of buildings along the street.

Staff favors the single story homes in this village, especially adjacent to Douglas Road, because the minimum 10 foot sound wall will provide acceptable noise attenuation for the windows and doors on the north face of the homes. Two-story homes have a significant problem with the noise attenuation emanating from the major roads, which force the home builder to install fixed windows (non operating) on the second floor and the need to mechanically ventilate the homes that adds to the operating cost of the homes to the home buyer.

3) The applicant has presented a warmer tone color schemes for the units in this tract. The colors are lighter than the color schemes reviewed in the other villages to be constructed by Woodside Homes. The lighter colors will give the homes the appearance of being larger and will contrast with the darker foliage of the landscaping.

4) The Applicant has submitted an example of a corner and interior lot landscaping that covers the front and second street side yard areas. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

5) Village 4 is composed of larger homes on the largest lots (70' X 122) at the upper end price range for the move-up housing market. The variation in price may not be as great as the other villages, due to the over all size differential between these units

(2,574sf to 3,185sf) however, these homes are some of the largest homes and will cater to a smaller market segment.

Environmental Analysis:

The Sunridge Park project was analyzed within an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant. No further assessment is required for the design review for the home design.

Conclusion:

The applicant has presented a design package for Village 4 in Sunridge Park is consistent with the design guidelines of the Specific Plan and the City's Design Review Ordinance. The homes will provide larger unit sizes, light and dark color combinations and building configurations to meet the design policies of the Ordinance. These homes present the highest level of architectural detail, consistently used on all four sides, and would raise the design bar for new homes in Rancho Cordova.

Financial Implications to City:

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

Recommended Motions:

1. "I move the City Council find the Mitigated Negative Declaration for Sunridge Park is adequate for the environmental review, under California Environmental Quality Act (CEQA)".

2. "I move the City Council adopt Resolution 152-2004 approving the Design Review for the Woodside Homes, Project No. RC-04-121, subject to the findings and evidence included in the resolution and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, and the phasing plan (Exhibit A) and Conditions of Approval (Exhibit B)".

Attachments:

1. Resolution 152-2004, including Exhibits A and B.
2. Planning Commission Minutes September 9, 2004.
3. 500' radius mailing list and map.

RESOLUTION # 152-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR SUNRIDGE PARK VILLAGE PROJECT # RC-04-121

WHEREAS, Woodside Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for Sunridge Park Village 4; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Sunridge Park Subdivision adopted in September, 2003 by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; and

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

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

Findings:

1. CEQA

   Finding:
   The project site has been analyzed as part of the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Sunridge Park Subdivision in compliance with the California Environmental Quality Act (CEQA).

   Evidence: The Sacramento County Board of Supervisors adopted the Sunridge Specific Plan EIR and the City adopted the Mitigated Negative Declaration for the Sunridge Park Subdivision. The environmental issues of aesthetics of the development for the project site were adequately addressed within the document. This project will not create any significant adverse impact on the environment.

2. DESIGN REVIEW

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

Findings:

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

Evidence:

1) The developer has presented a design package which includes three floor plans with three architectural styles per plan, for a total of nine basic architectural configurations. There are four color combinations for each of the three exterior designs, which yield a total of thirty-six different compositions within the tract. The architectural styles range from two Mediterranean influenced designs and one style influenced by the French Country style. As previously mentioned, the whole design package is very well designed, however the same level of detail on the side and rear elevations is not carried through, as the other villages. There are molding and trim details on the front elevations that should be carried around all sides and staff would recommend a condition to provide these details on the plans.

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PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of October, 2004

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

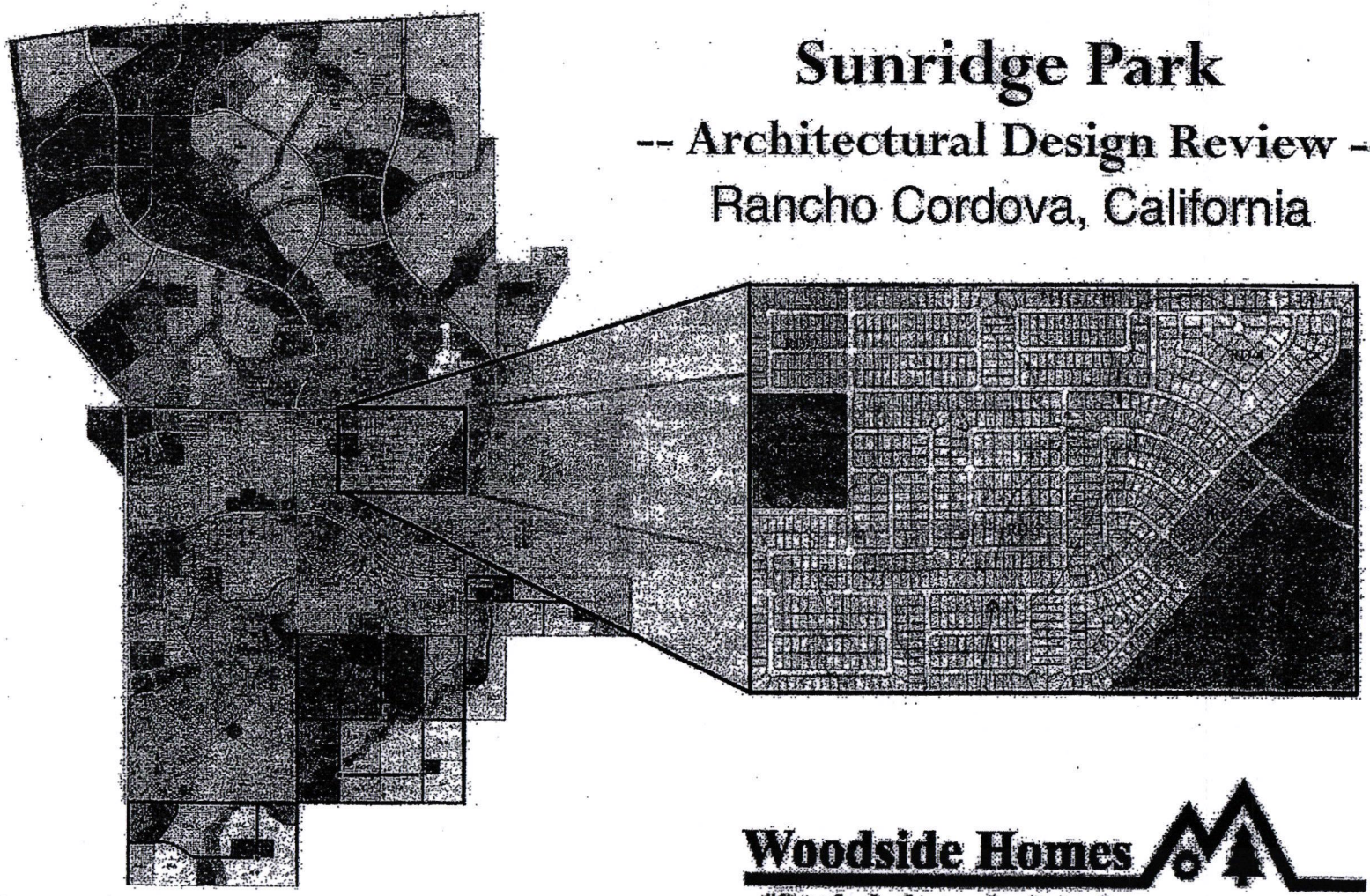
ATTEST:

_____
LILLIAN HARE
CITY CLERK

Sunridge Park

-- Architectural Design Review --

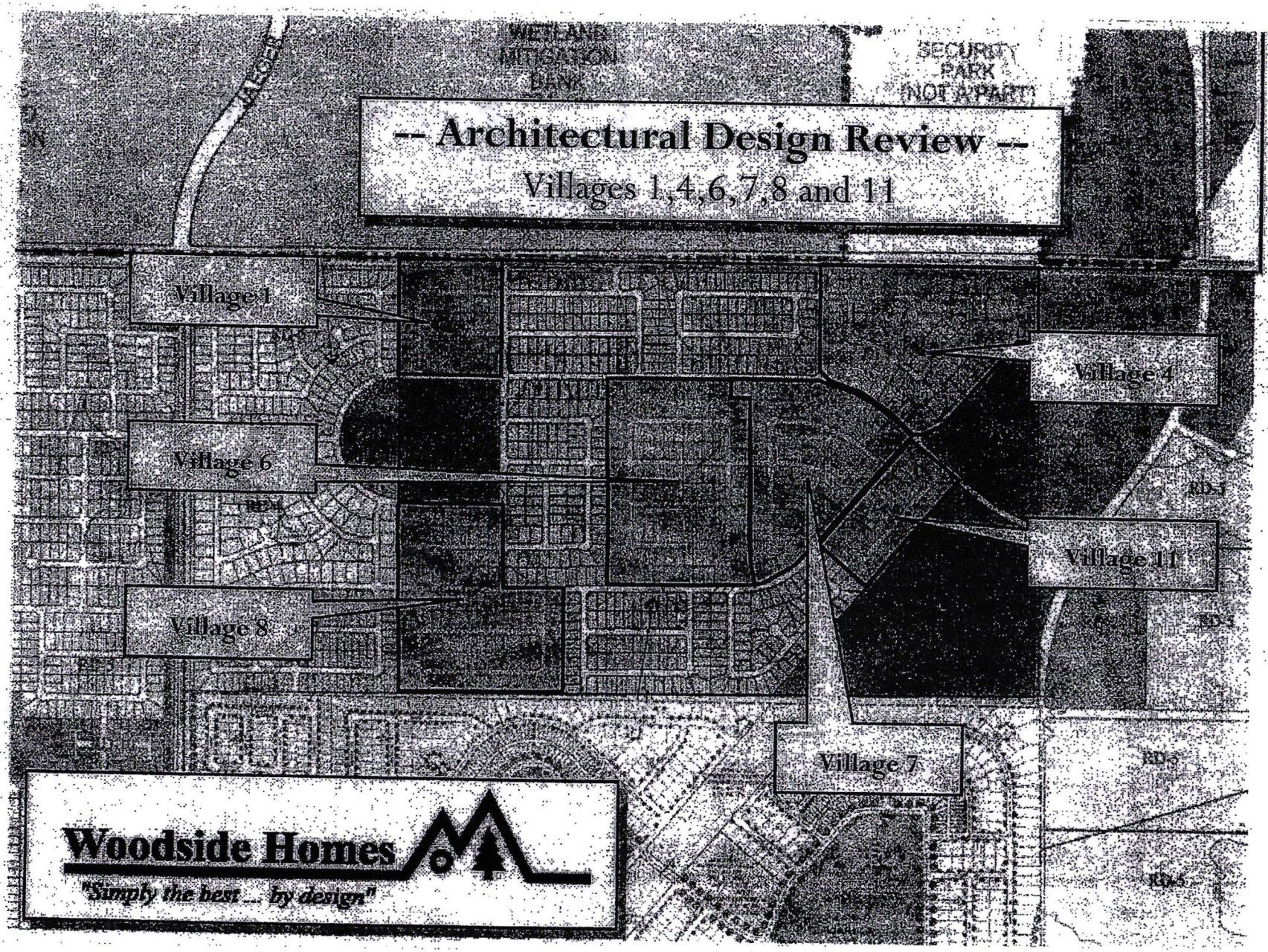
Rancho Cordova, California

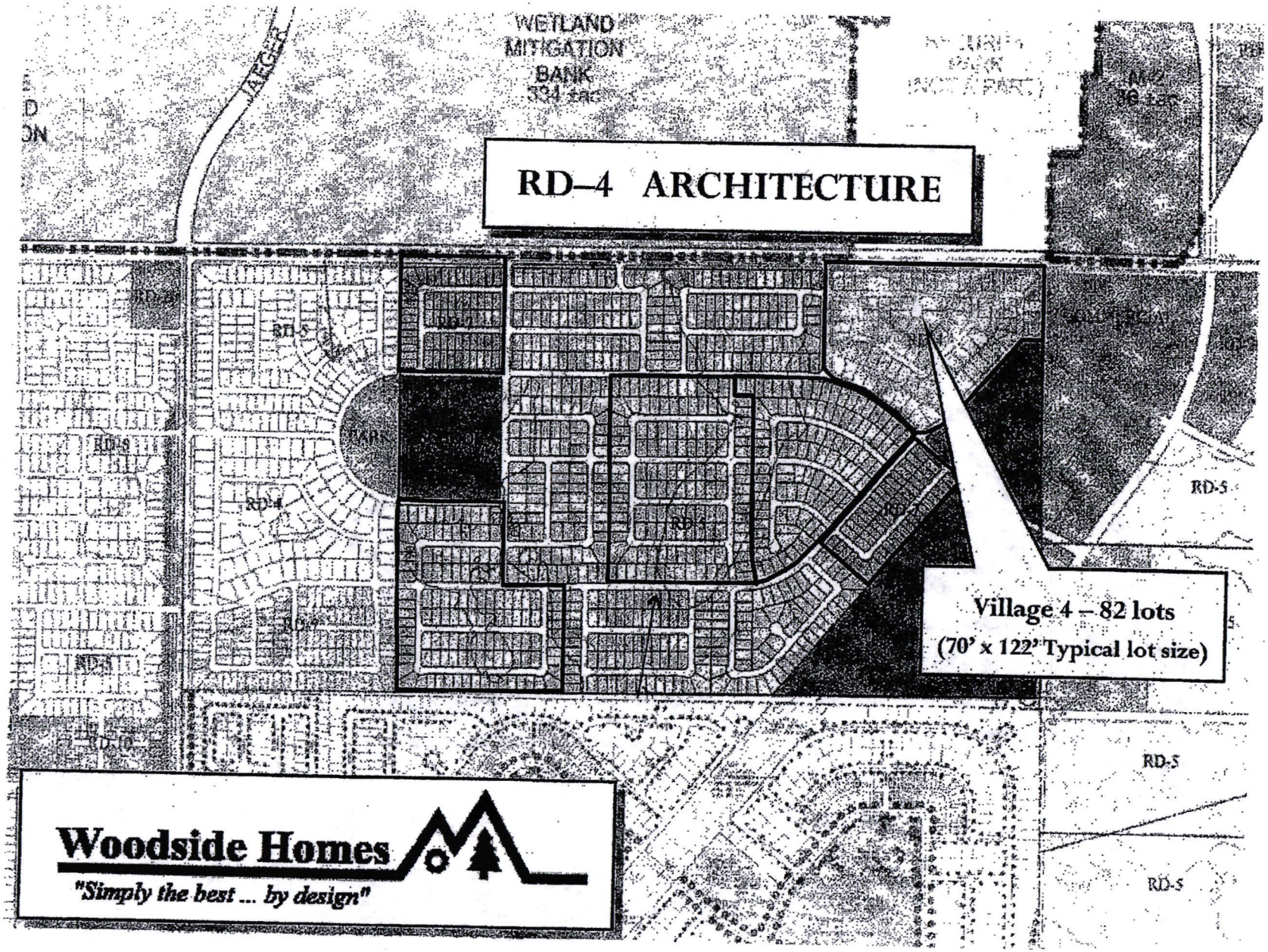


Woodside Homes

"Simply the best ... by design"

Exhibit A

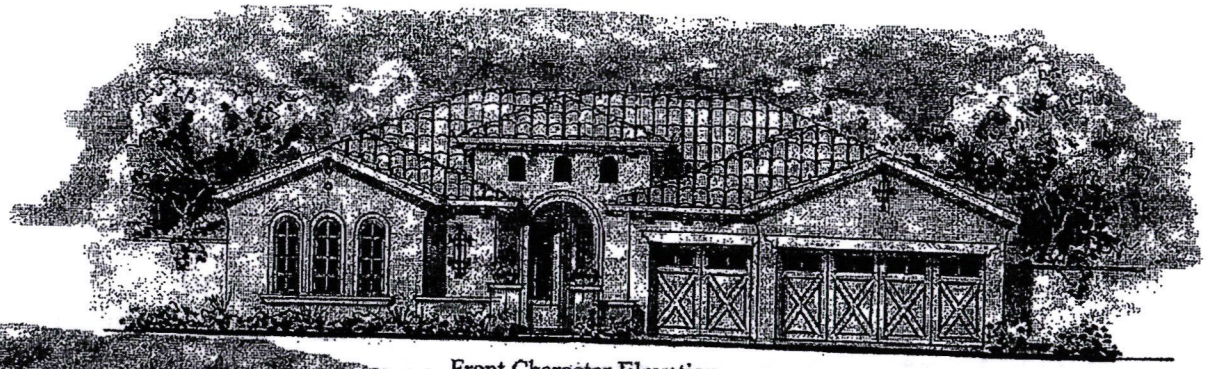

-- Architectural Design Review --
Villages 1,4,6,7,8 and 11
Village 1
Village 4
Village 6
Village 11
Village 8
Village 7
Woodside Homes
"Simply the best ... by design"


WETLAND
MITIGATION
BANK
334 +ac
RD–4 ARCHITECTURE
RD-5
RD-4
PARK
Village 4 – 82 lots
(70' x 122' Typical lot size)
Woodside Homes
"Simply the best ... by design"

Sunridge

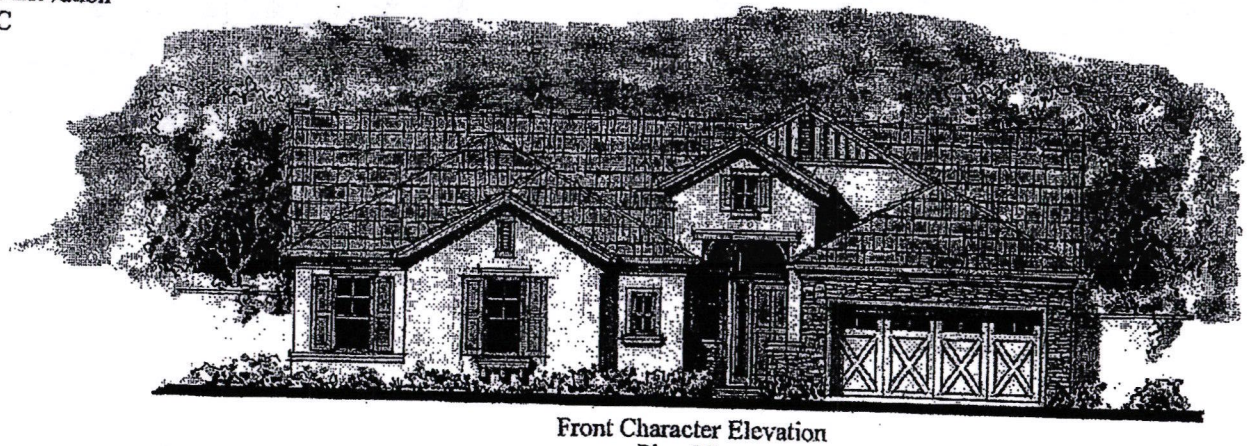
City of Rancho Cordova, California

Woodside Homes of CA, Inc.

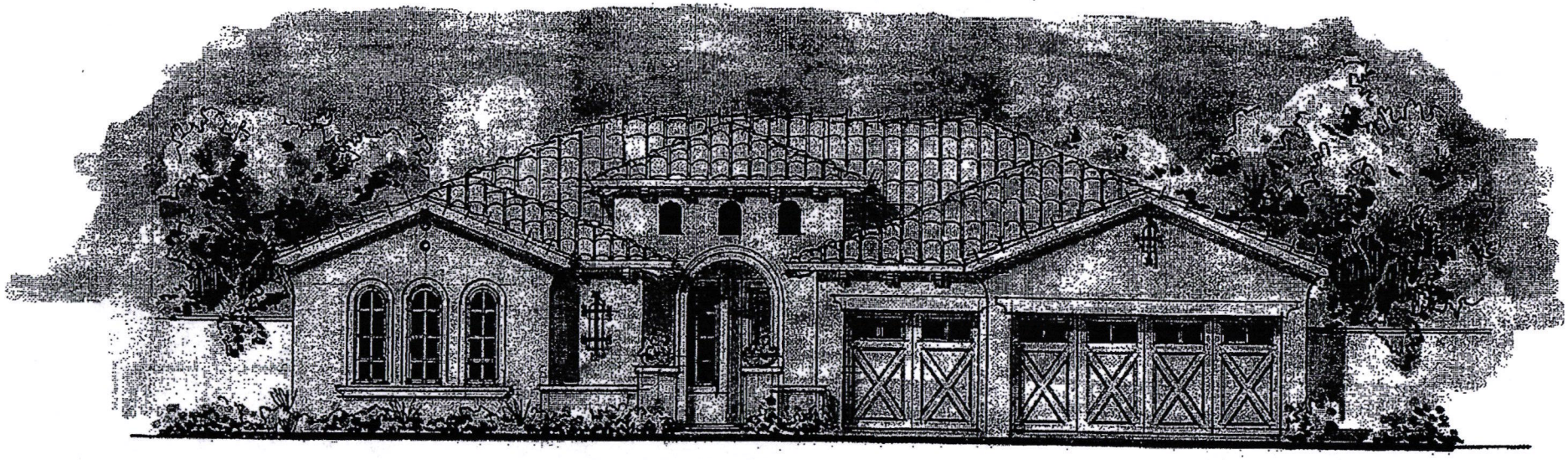


Front Character Elevation
Plan 1A

Front Character Elevation
Plan 2C



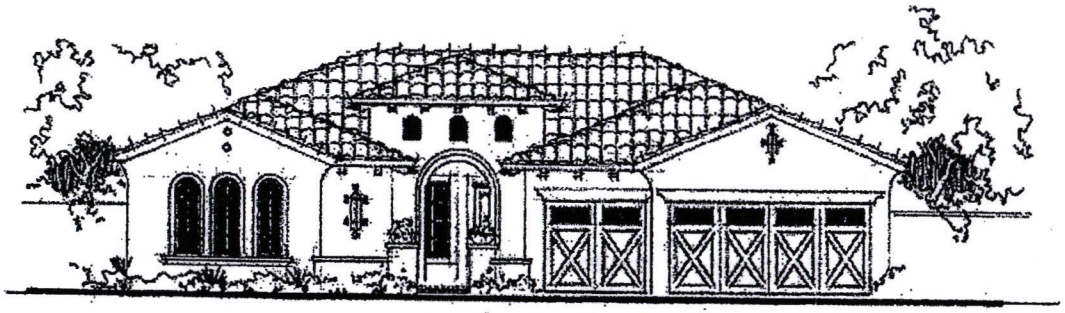
Front Character Elevation
Plan 3B



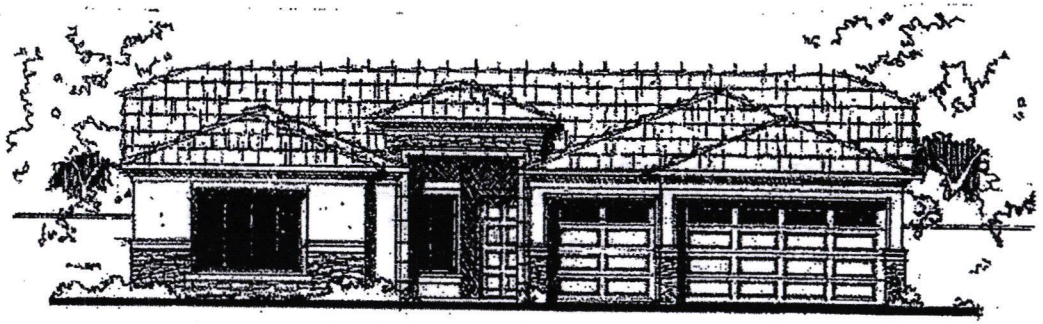
Front Character Elevation
Plan 1A

Sunridge/Plan 1

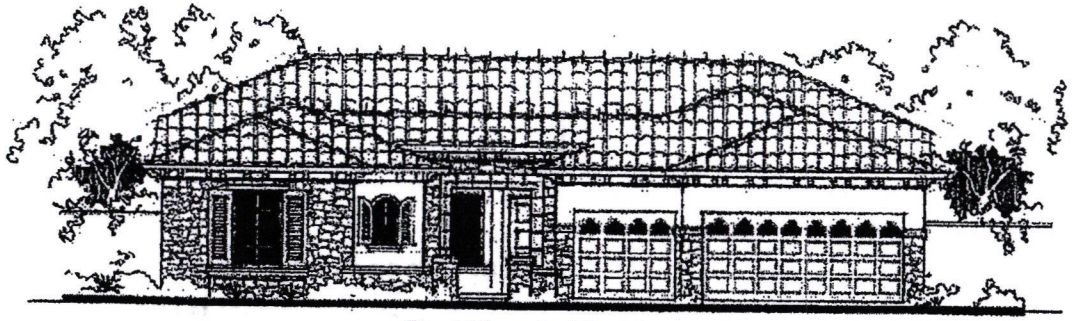
Woodside Homes of CA, Inc.



Front Character Elevation
Plan 1A



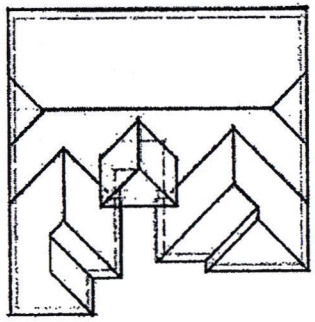
Front Character Elevation
Plan 1B



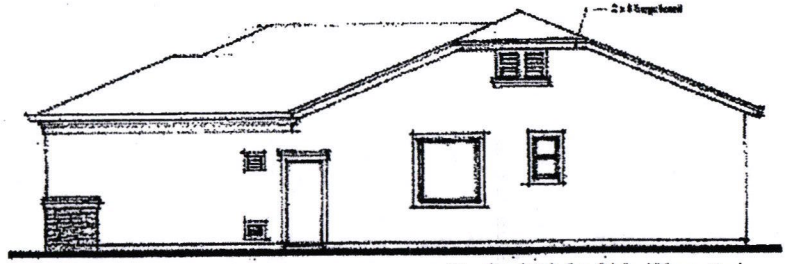
Front Character Elevation
Plan 1C

Sunridge / Plan 1

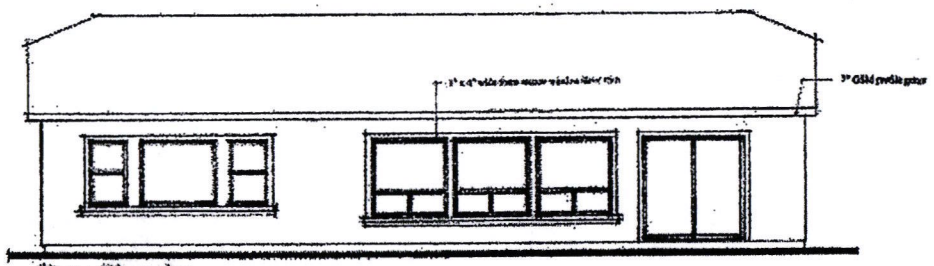
Woodside Homes of CA, Inc.



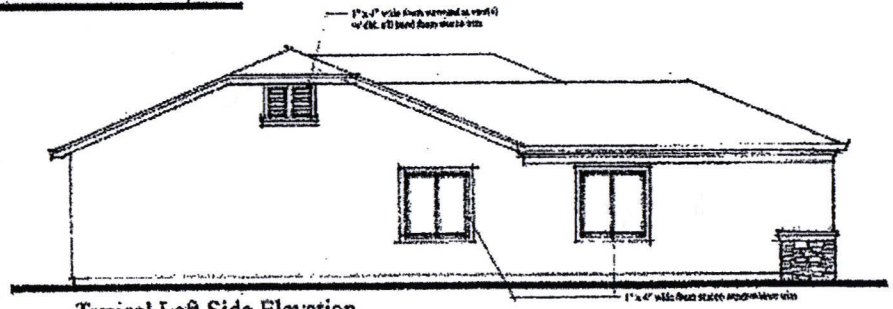
Typical Roof Plan



Typical Right Side Elevation



Rear Elevation



Typical Left Side Elevation

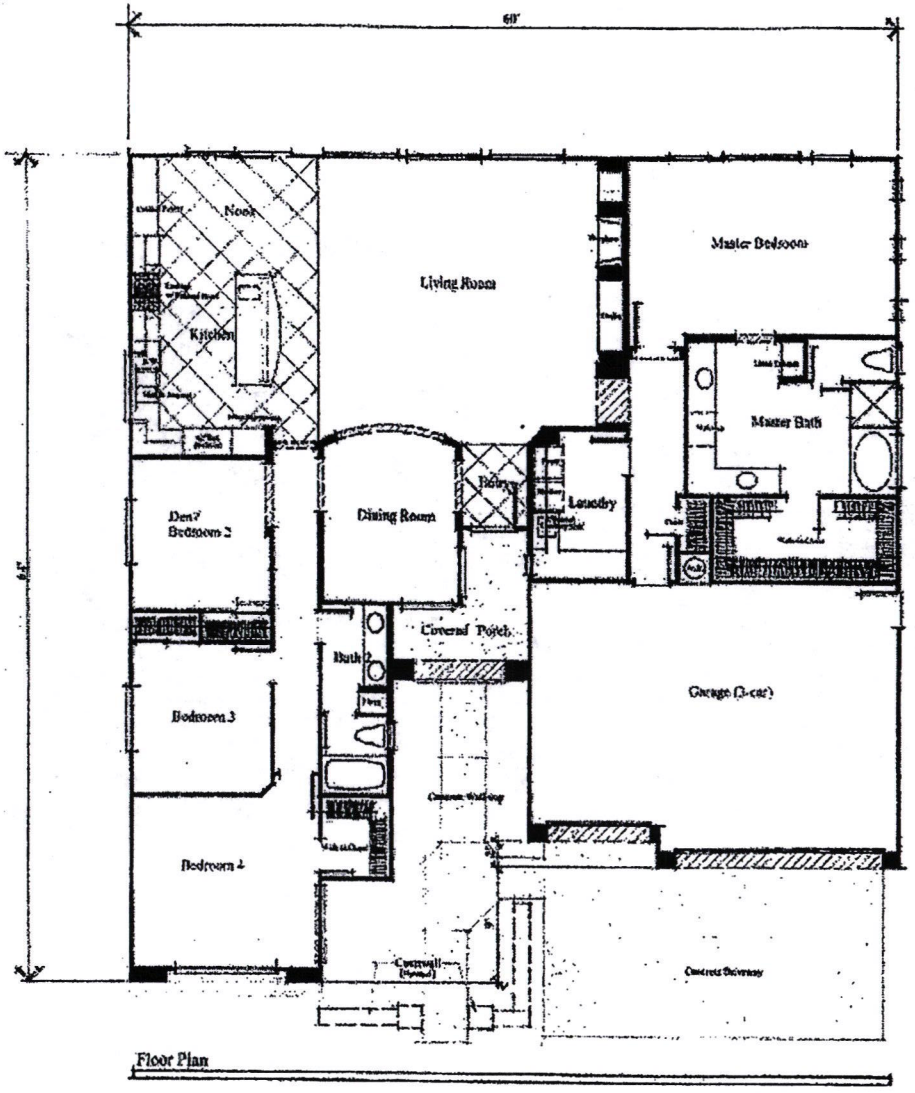
Side / Rear Elevations

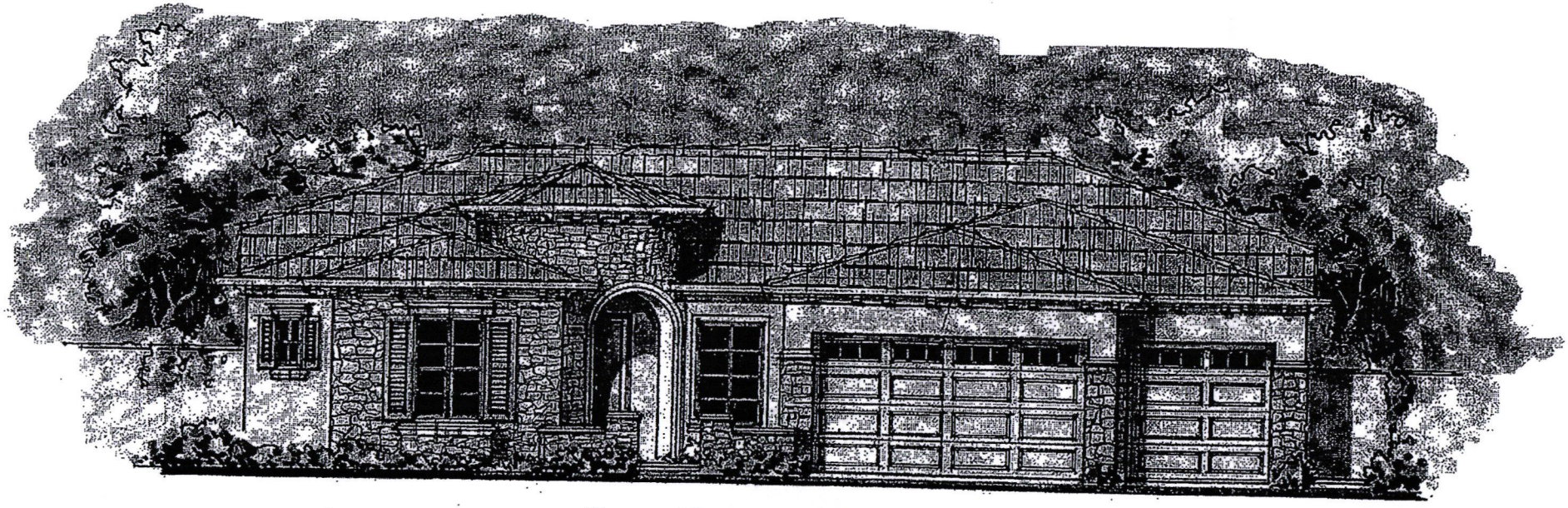
('B' elevation shown, 'A & C' similar)

Sunridge Plan 1: 2574 s.f.

City of Rancho Cordova, California

Woodside Homes of CA, Inc.

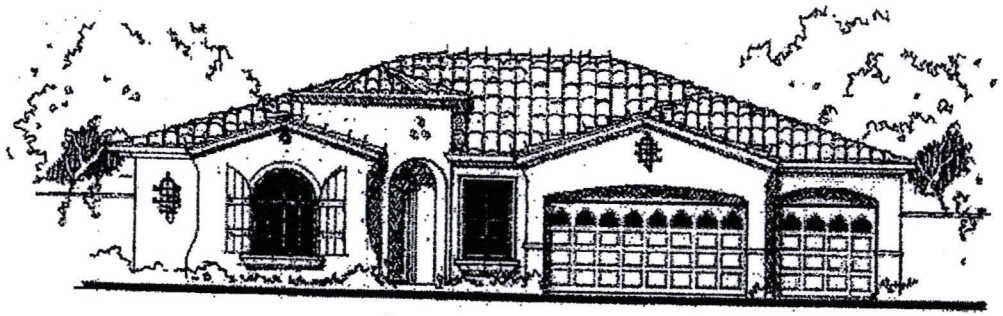




Front Character Elevation
Plan 2C

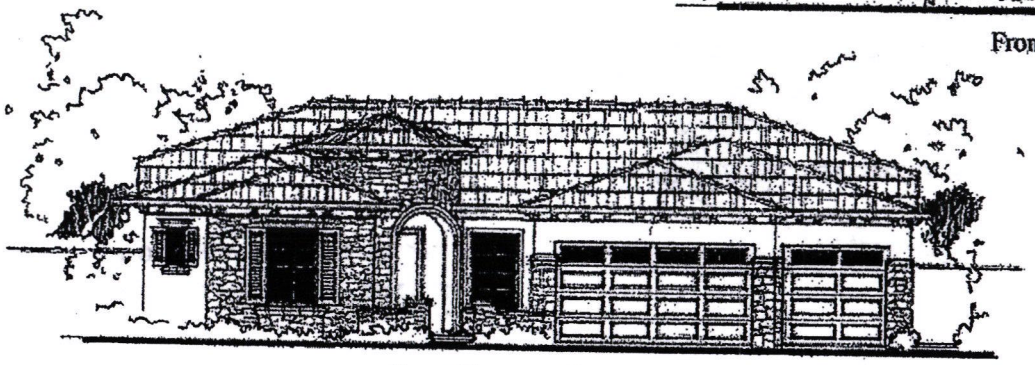
Sunridge/Plan 2

Woodside Homes of CA, Inc.



Front Character Elevation
Plan 2A

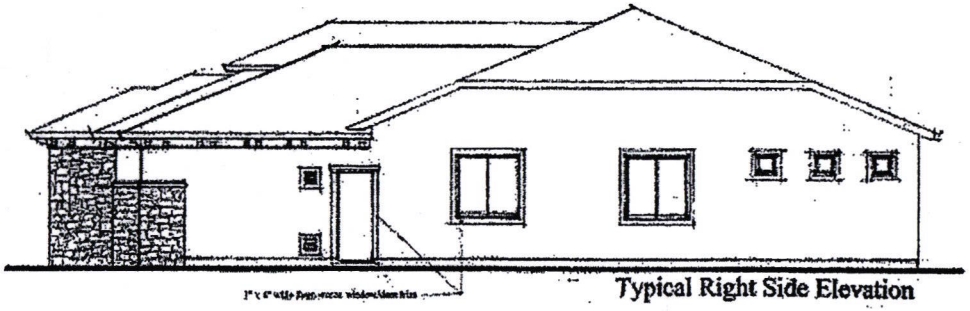
Front Character Elevation
Plan 2B



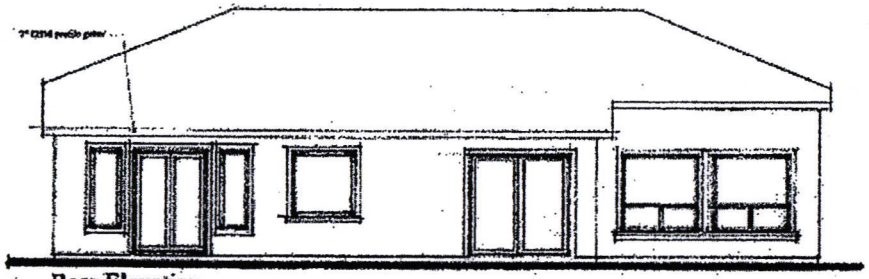
Front Character Elevation
Plan 2C

Sunridge / Plan 2

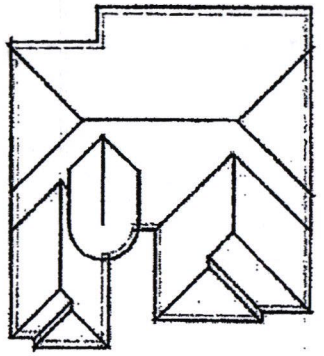
Woodside Homes of CA, Inc.



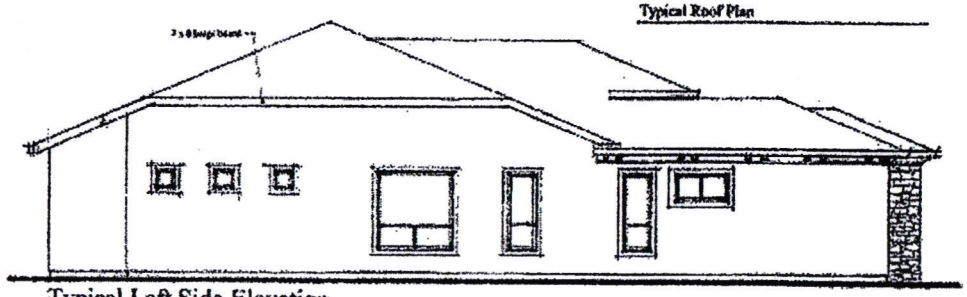
Typical Right Side Elevation



Rear Elevation



Typical Roof Plan



Typical Left Side Elevation

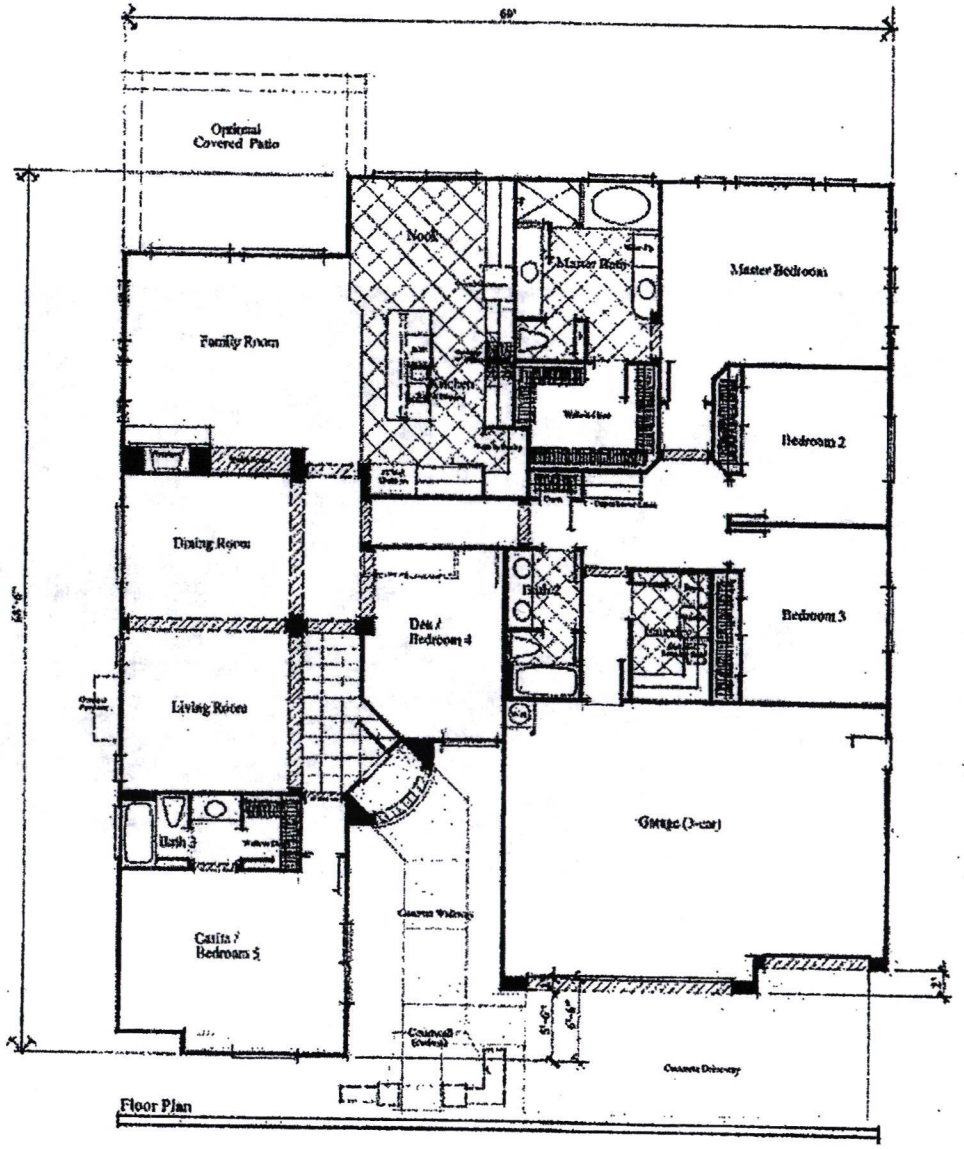
Side / Rear Elevations

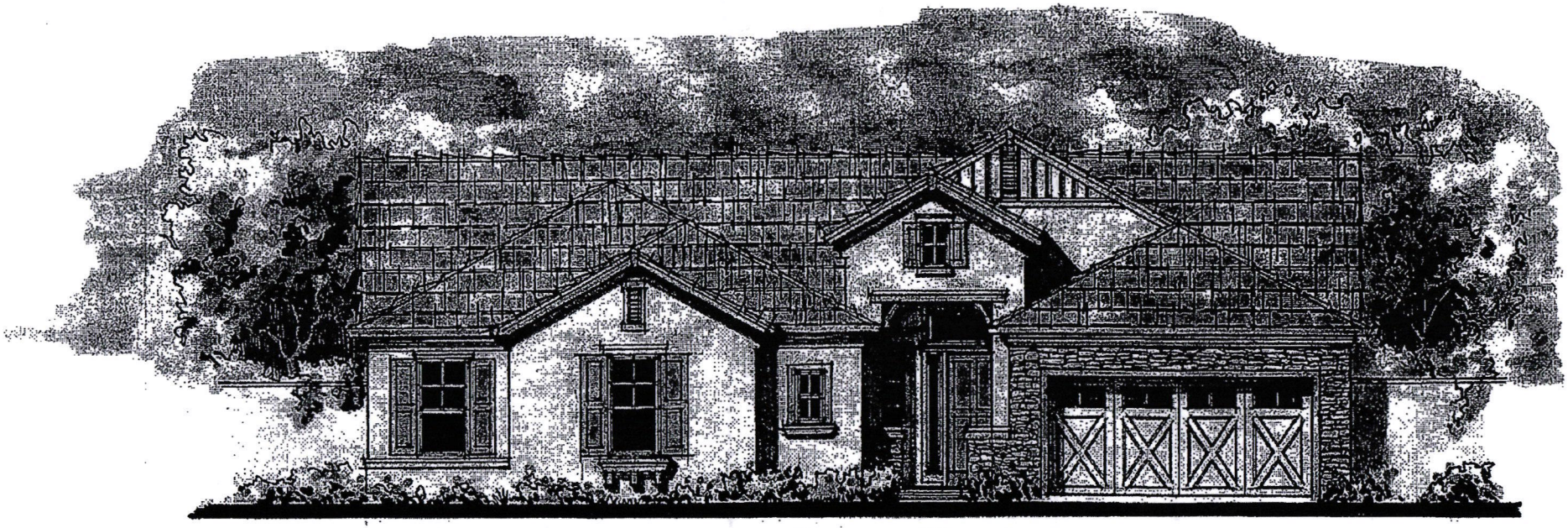
('C' elevation shown, 'A & B' similar)

Sunridge / Plan 2: 2874 s.f.

City of Rancho Cordova, California

Woodside Homes of CA, Inc.

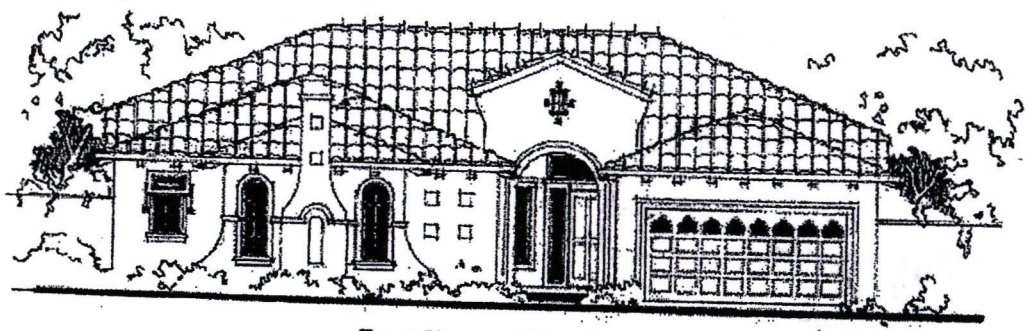




Front Character Elevation
Plan 3B

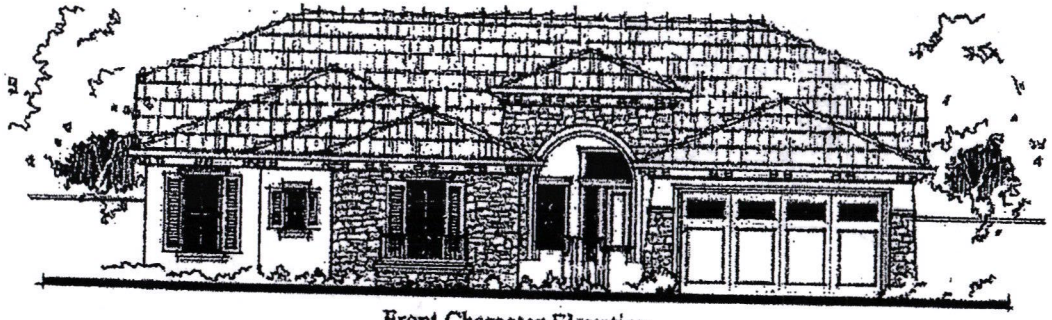
Sunridge / Plan 3

Woodside Homes of CA, Inc.



Front Character Elevation
Plan 3A

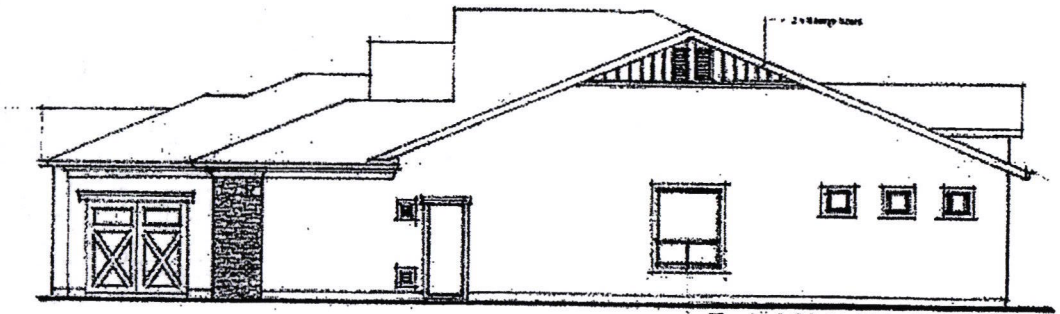
Front Character Elevation
Plan 3B



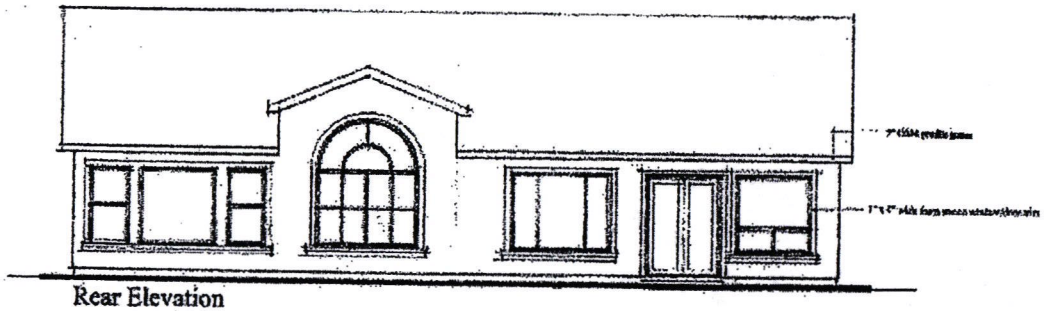
Front Character Elevation
Plan 3C

Sunridge Plan 3

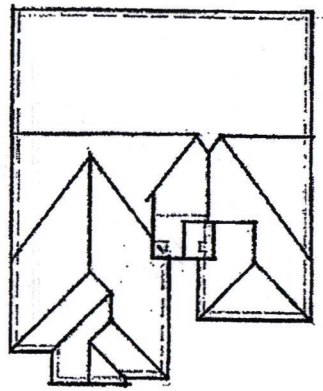
Woodside Homes of CA, Inc.



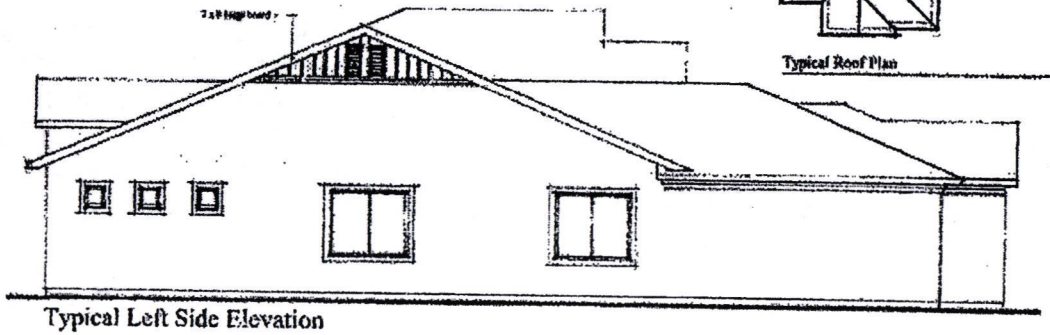
Typical Right Side Elevation



Rear Elevation



Typical Roof Plan



Typical Left Side Elevation

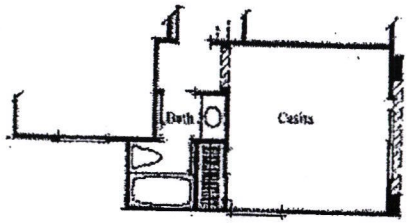
Side / Rear Elevations

('B' elevation shown, 'A & C' similar)

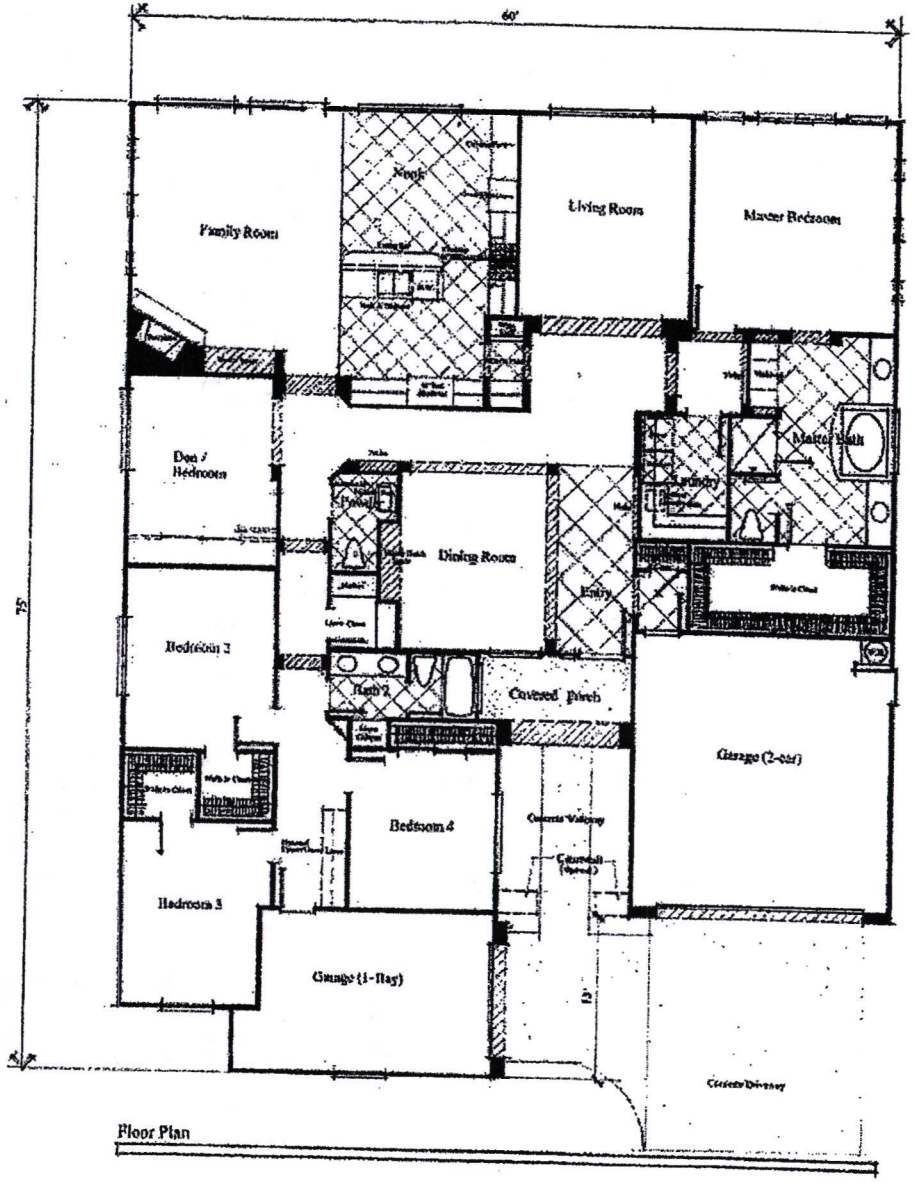
Sunridge Plan 3: 3185 s.f.

City of Rancho Cordova, California

Woodside Homes of CA, Inc.



Casita in lieu of (1-Bay) Garage



Floor Plan

WOODSIDE HOMES
Typical Frontyard Landscape
City of Rancho Cordova

SUNRIDGE DESIGN CONCEPT STATEMENT

The intent of the Front Yard Landscape Design Guidelines concept is the creation of an informal, tree grooved landscape setting for the
Sunridge residential villages. The planting design guidelines shall provide a cohesive manner in which housing villages and other site amenities can be linked together through their landscaped environment.

The distinctive village character shall be created through the recurring use of an assigned dominant street tree that provides a 'framework' for the residential streetscape. Each residential street shall be assigned a unique dominant street tree to differentiate its streetscape environment from the other villages. The dominant street tree species shall be selected from the tree species tree list.

Subordinate street trees shall be used in conjunction with the dominant street tree to further enhance the village character. The
subordinate street trees shall complement the dominant street tree and shall provide additional variety, texture, form and seasonal
color.

Front yard landscapes will utilize the consistent use of shrub and groundcovers from the design guideline's recommended plant palette and shall complement the street tree 'framework'.
Landscape design parameters shall encourage a unified and rhythmic plant material layout that is important in providing an additional unifying element by creating a seamless ground plain treatment that 'flows' from one lot to another in a natural, continuous and fluid
landscape design.

SUNRIDGE PROPERTIES
TYPICAL PLANT LIST
BY WOODSIDE HOMES

A. DECIDUOUS SHADE
42' TO 31'

Acacia Baileyana 'Purple'	Purple Leaf Acacia	15gal	20'	regular	full/partial
Acacia Redolens	Sweet Acacia	15gal	15'	regular	full/partial
Arbutus 'Marina'	Marina Strawberry Tree	15gal	20'	regular	full/partial
Arbutus unedo	Strawberry Tree	15gal	20'	regular	full/partial
Cercis occidentalis	Western Redbud	15gal	15'	regular	full/partial
Chitalpa tashkentensis 'Pink Dawn'	Pink Dawn Chitalpa	15gal	20'	regular	full/partial
Fraxinus oxycarpa 'Raywood'	Raywood Ash	15gal	30'	regular	full/partial
Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honeylocust	15gal	30'	regular	full/partial
Koelreuteria paniculata	Golden Rain Tree	15gal	30'	regular	full/partial
Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	15gal	20'	regular	full/partial
Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	15gal	20'	regular	full/partial
Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	15gal	20'	regular	full/partial
Lagerstroemia indica 'Wm. Toovey'	Wm. Toovey Crape Myrtle	15gal	20'	regular	full/partial
Liquidambar styraciflua 'Rotundiloba'	Fruitless Sweetgum	15gal	30'	regular	full/partial
Liriodendron tulipifera	Tulip Tree	15gal	30'	regular	full/partial
Pistacia chinensis	Chinese Pistache	15gal	30'	regular	full/partial
Platanus acerifolia 'Bloodgood'	Bloodgood London Plane Tree	15gal	30'	regular	full/partial
Platanus racemosa	California Sycamore	15gal	30'	regular	full/partial
Pyrus calleryana 'Aristocrat'	Aristocrat Pear	15gal	30'	regular	full/partial
Quercus agrifolia	Coast Live Oak	15gal	30'	regular	full/partial
Quercus lobata	Valley Oak	15gal	30'	regular	full/partial
Quercus suber	Cork Oak	15gal	30'	regular	full/partial
Robinia ambigua 'Idahoensis'	Idaho Locust	15gal	30'	regular	full/partial
Tilia cordata 'Greenspire'	Greenspire Linden	15gal	30'	regular	full/partial
Ulmus parvifolia 'Drake'	Drake Chinese Elm	15gal	30'	regular	full/partial
Zelkova serrata 'Village Green'	Village Green Zelkova	15gal	30'	regular	full/partial

B. ACCENT & LARGE SHRUBS
42' TO 31'

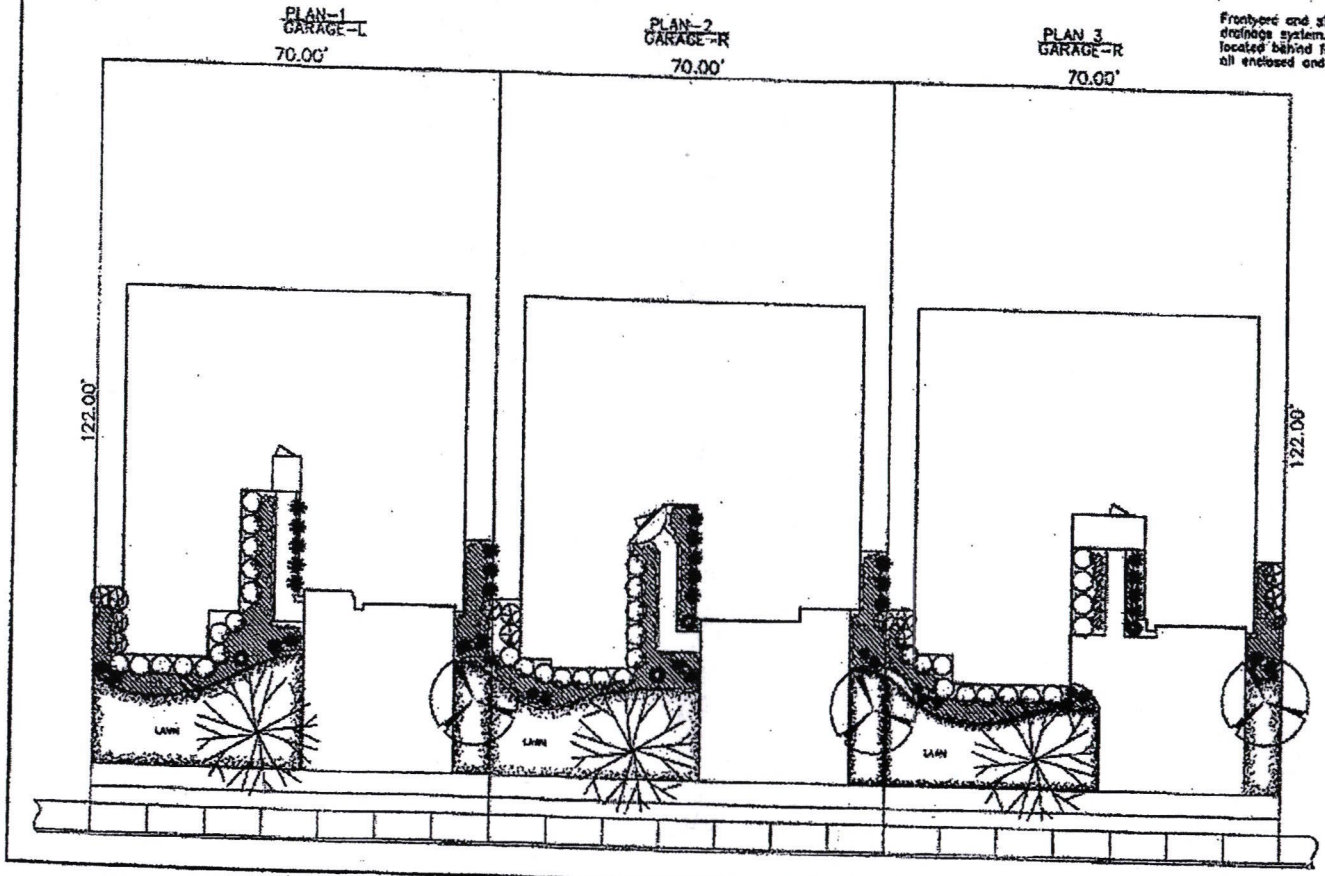
Arbutus 'Marina'	Marina Strawberry Tree	15gal	20'	regular	full/partial
Arbutus unedo	Strawberry Tree	15gal	20'	regular	full/partial
Cercis occidentalis	Western Redbud	15gal	15'	regular	full/partial
Chitalpa tashkentensis 'Pink Dawn'	Pink Dawn Chitalpa	15gal	20'	regular	full/partial
Fraxinus oxycarpa 'Raywood'	Raywood Ash	15gal	30'	regular	full/partial
Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honeylocust	15gal	30'	regular	full/partial
Koelreuteria paniculata	Golden Rain Tree	15gal	30'	regular	full/partial
Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	15gal	20'	regular	full/partial
Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	15gal	20'	regular	full/partial
Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	15gal	20'	regular	full/partial
Lagerstroemia indica 'Wm. Toovey'	Wm. Toovey Crape Myrtle	15gal	20'	regular	full/partial
Liquidambar styraciflua 'Rotundiloba'	Fruitless Sweetgum	15gal	30'	regular	full/partial
Liriodendron tulipifera	Tulip Tree	15gal	30'	regular	full/partial
Pistacia chinensis	Chinese Pistache	15gal	30'	regular	full/partial
Platanus acerifolia 'Bloodgood'	Bloodgood London Plane Tree	15gal	30'	regular	full/partial
Platanus racemosa	California Sycamore	15gal	30'	regular	full/partial
Quercus agrifolia	Coast Live Oak	15gal	30'	regular	full/partial
Quercus lobata	Valley Oak	15gal	30'	regular	full/partial
Quercus suber	Cork Oak	15gal	30'	regular	full/partial
Robinia ambigua 'Idahoensis'	Idaho Locust	15gal	30'	regular	full/partial
Tilia cordata 'Greenspire'	Greenspire Linden	15gal	30'	regular	full/partial
Ulmus parvifolia 'Drake'	Drake Chinese Elm	15gal	30'	regular	full/partial
Zelkova serrata 'Village Green'	Village Green Zelkova	15gal	30'	regular	full/partial

C. ACCENT
Prunus 'Pissardi' — Chinese pistache — 15gal — 20' — regular — full
Cercis occidentalis — Redbud — 15gal — 15' — regular — full/partial
Cercis occidentalis 'Oregon Glory' — Oregon Glory redbud — 15gal — 15' — regular — full/partial
Chitalpa tashkentensis — Chitalpa — 15gal — 20' — regular — full/partial
Lagerstroemia indica — Crape Myrtle — 15gal — 20' — regular — full/partial
Arbutus unedo — Strawberry tree — 15gal — 20' — moderate — full/partial
D. ACCENT SHRUB
Leucophyllum frutescens 'Compacta' — Compact Texas Ranger — 5gal — 4' — regular — full
Nandina domestica — Heavenly bamboo — 5gal — 6' — regular — full/partial
Phormium tenax — Flax — 15gal — 7' — regular — full
Rosa spp. — Rose — 5gal — 5' — regular — full
E. EVERGREEN SHRUB
Arctostaphylos 'Emerald' — Manzanita — 15gal — 6' — regular — full
Ceanothus thyrsiflorus — Ceanothus — 15gal — 15' — regular — full/partial
Philadelphus lewisii — Mock orange — 15gal — 8' — regular — full/partial
Raphiolepis indica 'Jack Evans' — Indian hawthorn — 5gal — 4' — moderate — full/partial
F. BASIC TREES
Quercus agrifolia — Coast Live Oak — 15gal — 30' — regular — full
Quercus lobata — Valley Oak — 15gal — 30' — regular — full
Quercus suber — Cork Oak — 15gal — 30' — regular — full
Pistacia chinensis — Chinese pistache — 15gal — 30' — moderate — full
G. SECONDARY ACCENT TREES
Pyrus calleryana 'Aristocrat' — Aristocrat pear — 15gal — 30' — regular — full
Lagerstroemia indica — Crape Myrtle — 15gal — 15' — moderate — full
Prunus 'Newport Vesuvius' — Purple Flowering plum — 15gal — 15' — regular — full
H. EVERGREEN TREES
Prunus ilicifolia — Hollyleaf cherry — 15gal — 30' — regular — full
Quercus agrifolia — California Coast Live Oak — 15gal — 30' — regular — full
I. GROUND COVER
Arctostaphylos 'Emerald' — Emerald Manzanita — 1gal — 4' — moderate — full
Baccharis pilularis 'Pigeon Point' — Pigeon Point Coyote Brush — 1gal — 2' — moderate — full
Cistus 'Sunset' — Sunset Rockrose — 1gal — 4' — moderate — full
Gazania rigens — Gazania — 1gal — 1' — regular — full
Hedera helix — English Ivy — flats — 6" — moderate — full
Lantana montevidensis — Trailing Lantana — 1gal — 2' — moderate — full
Rosmarinus officinalis 'Prostratus' — Prostrate Rosemary — 1gal — 3' — moderate — full
Trachelospermum jasminoides — Star Jasmine — 1gal — 2' — moderate — full

Notes: Headcurbing - Use 2x6 epic board or extruded concrete curbing
All trees 5' or less from concrete walks or drives use root guards to prevent cracking of pavement.
Alternate on center lane are to be on a seperate water line returned on a designated twitter system
All A.S.G. sprinklers in all planted areas. Locate drain grates 24" behind back of curb
Plant trees 6' from back of curb, a minimum from driveways, 5' from fire hydrants,
and 3' min from underground utilities. Trees within 5' of concrete to have root barriers installed

DRAWN BY: GAUTHIER	PROJECT: WOODSIDE HOMES
DATE: 7-19-04	SHT. NAME: Typical Frontyard Landscape City of Rancho Cordova
CHG. NO.:	SHT. NO.
APPROVED BY:	

TYPICAL LOT LANDSCAPE
VILLAGE 4A



SYMBOL LEGEND AND NOTES

	A. FOUNDATION SHRUB 1 - GAL		F. SHADE TREE 15 - GAL
	B. ACCENT SHRUB 1-GAL PERENNIAL		G. SECONDARY TREE 15 - GAL
	C. HEDGE 1 - GAL		H. EVERGREEN TREE 15 - GAL
	D. ACCENT SHRUB 5-GAL		GRASS PAVER SYSTEM
	E. GROUND SHRUBS 1 - GAL		GROUND COVER PLANT 12" O.C.

NOTES:

Front yards are to receive 15 - 1gal shrubs, 8 - 5gal shrubs 1 - 15gal shade tree, and 1 -15gal accent tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.

Corner lots are to recieve an additional 3 - 15gal Evergreen trees, shrubs spaced at 5' on center along fence, and ground cover at 12" o.c.

Mowstrip to be 1" epic board.

Bark it be cedar or redwood. max size 3/4". Shredded material is not accectable.

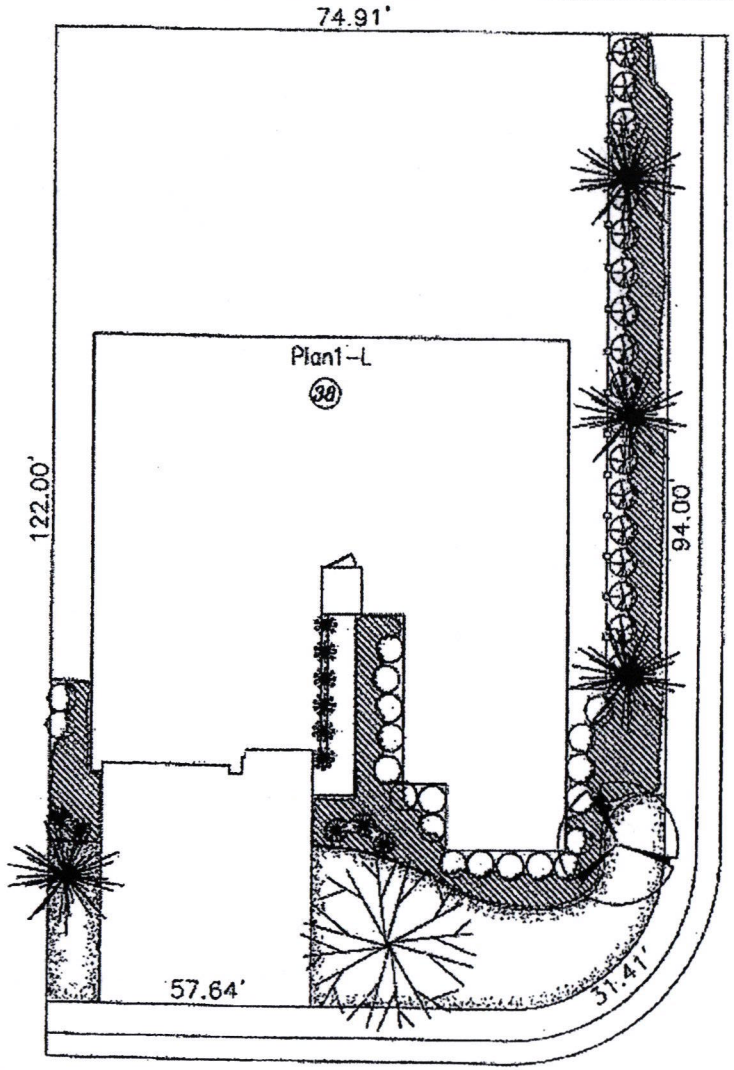
Frontyard and sideyard downspouts are to be connected to drainage system. Drainlines to be 3" with 6" basins and grates located behind fence, and 2' back of walk. Use speedi-grates in all enclosed and interior planters.

SHT. NO.

SHT. NAME
Typical Frontyard Landscape
City of Rancho Cordova

PROJECT
WOODSIDE HOMES

DRAWN BY: GAUTHIER
DATE: 7-19-04
DWG. NO.:
APPROVED BY:



SYMBOL LEGEND AND NOTES

	A. FOUNDATION SHRUB 1 - GAL.		E. SHADE TREE 15 - GAL.
	B. ACCENT SHRUB 1-GAL. PERENNIAL		G. SPECIMEN TREE 15 - GAL.
	C. HEDGE 1- GAL.		H. EVERGREEN TREE 15 - GAL.
	D. ACCENT SHRUB 5-GAL.		GRASS MAINTAIN WITH ROW EDGE OR EDGING
	F. BEDDING SHRUBS 1 - GAL.		GROUND COVER PLANTS 12" O.C.

NOTES:

Front yards are to receive 15 - 1gal shrubs, 8 - 5gal shrubs 1 - 15gal shade tree, and 1 -15gal accent tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.

Corner lots are to recieve an additional 3 - 15gal Evergreen trees, shrubs spaced at 5' on center along fence, and ground cover at 12" o.c.

Mowcurb to be 1" epic board.

Bark it be cedar or redwood, max size 3/4". Shredded material is not acceptable.

Frontyard and sideyard downspouts are to be connected to drainage system. Drainlines to be 3" with 6" basins and grates located behind fence, and 2' back of walk. Use speedi-grates in all enclosed and interior planters.

CORNER LOT LANDSCAPE
VILLAGE 4A

SHT. NO.

SHT. NAME: Typical Frontyard Landscape City of Rancho Cordova

PROJECT: WOODSIDE HOMES

DRAWN BY: GAUTHIER

DATE: 7-19-04

DWG. NO.:

APPROVED BY:

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the Design Package (Exhibit A) recommended to the City Council by the Planning Commission dated September 9, 2004.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director. The developer will install full window and door treatments on all four elevations of the proposed residential buildings. All subsequent phases shall be reviewed and approved by the Planning Director.	Prior to Building Permit	Planning	
4.	Each phase of the development will be pre-plotted and approved before sale of residence within the proposed phase. The criteria used for the approval of these phases will be as follows: • Two of the same architectural styles or color schemes will not be placed next to each other. • No more than two of the same floor plans that are side by side must have different elevations.	Prior to Building Permit	Planning	

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	• Floor plans 1 and 3 must be used on at least 50% of the lots within Village 4 . • Floor plans 1 and 2 shall provide separated entry walks from the public sidewalk to the front entry or patio.			
	Prior to Final Inspection and Utility Release			
5.	Submit final site landscaping plan for review and approval by the Planning Director prior to installation. Landscaping shall be installed prior to final inspection.	Prior to Final Inspection	Planning	
6.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning	
7.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources	

E-H. **Consideration of the Design Review for SUNRIDGE PARK VILLAGE 1 AND 11 – Project No. RC-04-118; SUNRIDGE PARK VILLAGE 7 AND 8 – Project No. RC-04-119; SUNRIDGE PARK VILLAGE 6 – Project No. RC-04-120; SUNRIDGE PARK – Project No. RC-04-121:**

Principal Planner, Bill Campbell presented the staff reports and recommended the Planning Commission forward a recommendation to the City Council to adopt resolutions approving the Design Review for Project No's. RC-04-118, RC-04-119, RC-04-120, and RC-04-121, subject to the Findings and Conditions of Approval. Chair Smith opened the public hearing and took testimony from Bron Leatham, project applicant.

The Commissioners had the following concerns and comments:

- How early in the process did you have a clear understanding of the Cities intention of the Garage Orientation Policy? 75% of the product was already selected before we were told about the policy; however, we took the plans and worked with staff through a number of sessions.
- Are solar panels an option on the homes? No, it is not cost effective for the builder, but it's possible that it can be offered to the homeowner as an option.
- Can homeowners change the colors of the houses or do the CCR's restrict the color? Colors are tough to regulate and it's not known if there are any proposed CCR's for this project.
- Do the homeowners need a building permit to paint the house? No. How about for re-roofing a house? Yes, they will need a roofing permit.

The Commissioners felt staff adequately addressed the above concerns and comments.

Action:

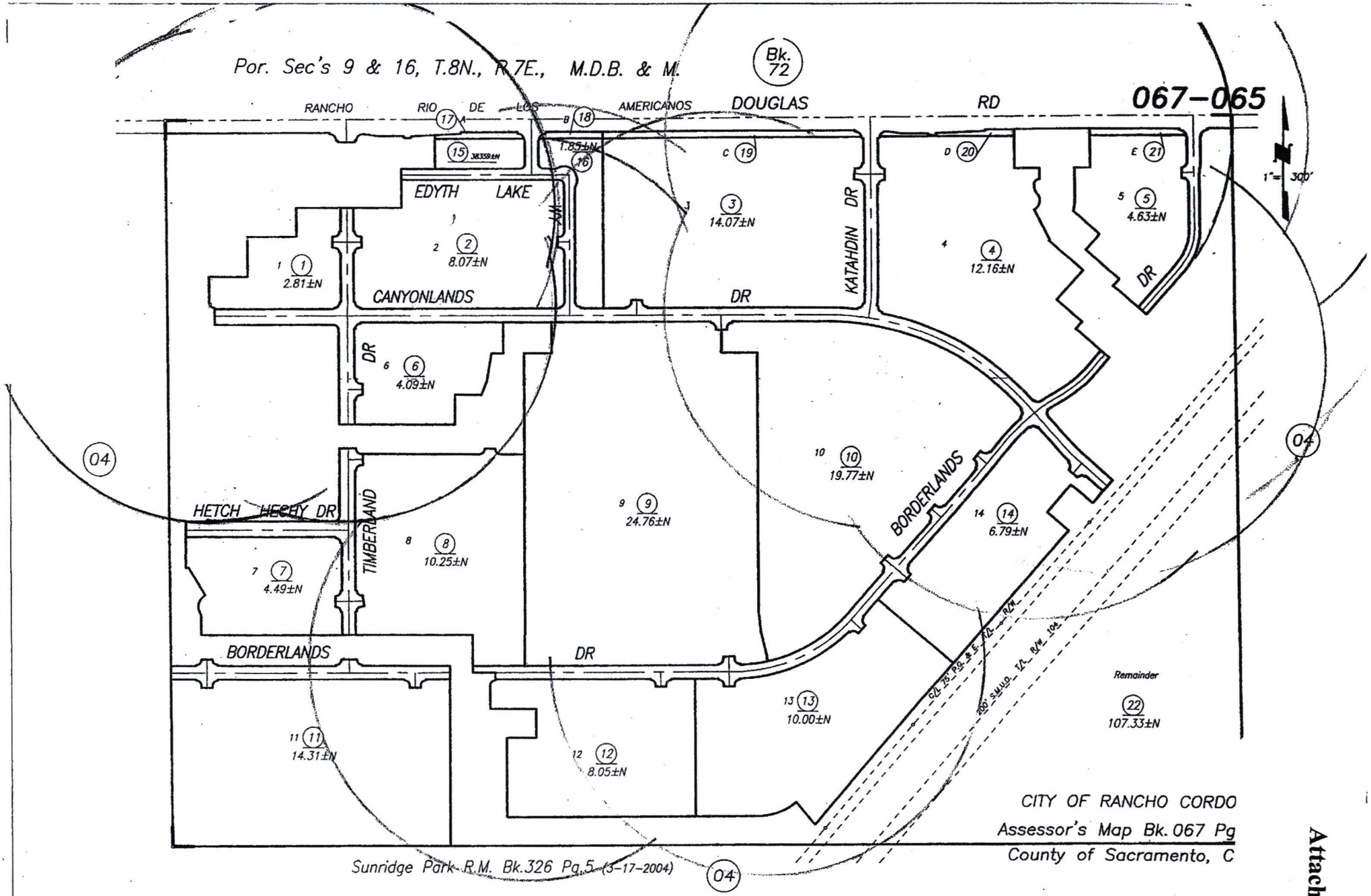
Motion 1: Commissioner Burke moved, seconded by Vice Chair Vance to recommend the Planning Commission forward a recommendation to the City Council to find that the Mitigated Negative Declaration prepared for Sunridge Park adequately addresses the environmental impacts of the project according to the California Environmental Quality Act Guidelines (CEQA).

Motion 2: Commissioner Moe moved, seconded by Commissioner Savorn to recommend the Planning Commission forward a recommendation to the City Council to adopt resolutions approving the Design Review for Sunridge Park, Project Nos. RC-04-118, RC-04-119, RC-04-120 and RC-04-121, subject to the Findings and Conditions of Approval.

Vote on the Motions:

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

There being 6 Ayes, 0 Noes and 1 Absent, the motions are hereby declared to be passed.



Attachment 3

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Sacramento, CA 95826

Louis B. Sullivan & Boyd Smith & Tr
2560 Mission College Blvd. #101
Santa Clara, CA 95054

Grantline Investors Inc.
7700 College Town Drive #109
Sacramento, CA 95826

Cresleigh Homes Corp.
433 California Street #7th
San Francisco, CA 94104

Seabourne Enterprises, L.P.
7637 Vasos Way
Fair Oaks, CA 95828

Aerojet - General Corp.
P.O. Box 13222
Sacramento, CA 95813

Aerojet - General Corp.
P.O. Box 13222
Sacramento, CA 95813

Aerojet - General Corp.
820 Coolidge Drive #155
Folsom, CA 95630

Interstate Properties LLC
3909 Security Park Drive
Rancho Cordova, CA 95742

Sunridge Investors, LLC
7700 College Town Drive, Suite 215
Sacramento, CA 95826

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118-121

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Rancho 80, LLC
1508 Eureka Road, Suite 203
Roseville, CA 95661

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Sunridge Park Limited Partnership
10535 E. Stockton Blvd., Suite K
Elk Grove, CA 95824

Beazer Homes Holdings Corp.
3721 Douglas Blvd., Suite 100
Roseville, CA 95881

Beazer Homes Holdings Corp.
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Memorandum

Date: October 18, 2004

To: City Council

From: Kathleen Franklin, Assistant Planner

Subject: Full Stop and Save Conditional Use Permit and Design Review
RC-04-072

The City Council heard the above mentioned project at its September 7, 2004 meeting and continued the item for two weeks to September 20, 2004 to allow the applicant to revise the project.

The applicant did not meet the dead line for submittal of the new elevation and landscape revisions. Therefore, staff is requesting the item be continued until the November 1, 2004 City Council meeting.

AGENDA ITEM # 13

City Council Staff Report

Date: October 18, 2004
Project: Development Agreement for North Douglas Tentative Subdivision Map.
Request: City Approval of Development Agreement
Location: North side of Douglas Road, East of Americanos Road.
Planner: William Campbell, Principal Planner

OWNER:	DEVELOPER:	ENGINEER:
Archel and Mary Cupp Tr. 12515 Douglas Road Rancho Cordova, CA 95742 James and Christina Weidinger 12575 Douglas Road Rancho Cordova, CA 95742	Lennar Communities Inc. 1075 Creekside Ridge Drive, Suite 110 Roseville, CA 95678	Wood Rodgers 3301 C Street, Building 100-B Sacramento, CA 95816

Recommendation:

Planning Commission forwards a recommendation to the City Council approving the Development Agreement, as submitted.

Project Description:

The Developers are proposing a Development Agreement (DA) for the North Douglas Tentative Subdivision Map in order to comply with certain conditions of approval. The DA formalizes the requirements to pay certain fees associated with on-going police protection, future park development within the project areas and the restoration of existing parks in the community. The City has adopted several DA's that address the same issues, and under the same conditions and terms.

Authorization to Enter into a Development Agreement:

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

build public improvements.

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

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

The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Anatolia I and II, Sunridge sites are Low Density Residential and the proposed projects are consistent with that land use, (b) the projects are consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provisions of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

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

The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the subdivision is located in that the project approvals include the Rezoning of the Property as adopted by the City on July 1, 2003 by City Resolution No. 07-2003, City Urgency Ordinance No. 01-2003, and Ordinance 1-2004 adopted on January 15, 2004.

(3) The Development Agreement is in conformity with public convenience, general welfare, and good land use practices;

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

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

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

evaluated and mitigated through the CEQA compliance process.

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

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

(6) The Development Agreements are consistent with the provisions of Government Code Sections 65864 through 65869.5

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

Critical Provisions of the Development Agreement:

This section of the report briefly highlights critical provisions of the proposed Development Agreement (DA). The DA will provide for assessments for the Police Service, Existing Park Renovation and New Park Improvements. This agreement is very similar to the ones previously approved by the City.

Police Tax. The Developer is agreeing to vote in favor of a new $250 per residential parcel special tax to pay for additional police services. The tax will be payable beginning in the year following issuance of the building permit for each residential lot. This tax and the police services that will be financed were approved on the July 1, 2003 by the City Council.

Fees to Renovate Existing Parks in Rancho Cordova. The Developer is agreeing to pay the City $733 per residential unit at or before the time the City issues each residential building permit for the property. Funds from this fee will be used by the City to pay for the renovation, repair, improvement or maintenance of existing parks anywhere in the City of Rancho Cordova.

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

Term. The term of the Development Agreement is ten years. A common term for development agreements is ten years; however, the term can vary up to twenty years.

Use of the Property and Permitted Uses. The Development Agreement vests the Developer's right to build out the project consistent with the existing regulations

regarding the uses, density, intensity, height and size of proposed buildings, and the absence of phasing or development timing requirements. If the City changes its laws with respect to these issues, the new laws will generally not apply to the project for the duration of the Development Agreement.

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

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

Environmental Analysis:

The key environmental issues for this project were addressed in the Environmental Impact Report (EIR) for Sunridge Specific Plan. The EIR included site specific mitigation measures and references the mitigation measures within the MMRP prepared for the Sunridge Specific Plan. The Development Agreement was made part of the project's approval conditions; therefore, the Agreement itself would not have an environmental impact.

Financial Impacts:

The Development Agreement has a net, positive financial impact on the City. The total financial impact is expected to generate adequate funds for renovating existing parks in the community, up-grading future park improvements in the new projects and providing additional funds for maintaining police services within the City.

Recommended Motions:

Move to introduce Ordinance No. 54-2004 for first reading and waive reading of the body of the Ordinance and approve the Development Agreement for the North Douglas project, subject to the findings listed within the staff report.

Attachments:

1. Draft Ordinance 54-2004
2. Draft Development Agreement for North Douglas

Attachment 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 54-2004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE DEVELOPMENT AGREEMENT FOR RC-03-002, THE NORTH DOUGLAS PROJECT

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

Section 1: Recitals

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

B. The proposed North Douglas Project (RC-03-002) is located north of Douglas Road and east of Americanos Road, which is within the SunRidge Specific Plan ("Specific Plan") and which is designated as Low Density Residential by the General Plan and the Community Plan.

C. Lennar Communities has filed an application requesting approval of a Development Agreement for the North Douglas Project.

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

E. On October 14, 2004, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement.

F. On October 18, 2004, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

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

Douglas project on June 21, 2004. Mitigation measures were required in the EIR and Mitigated Negative Declaration and are incorporated into the North Douglas Project and into the terms and conditions of the Development Agreement.

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

Section 2: **Findings and Determinations**

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

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the North Douglas Project site is Low Density Residential and the proposed project is to create 680 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

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

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

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

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

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

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

Section 3: Approval

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

Section 4: Amendment of the Zoning Code

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

"101-810. Development Agreement for North Douglas"

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

Section 5: Recordation

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

Section 6: Effective Date and Publication of Ordinance Summary

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

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

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
LINDA BUDGE, MAYOR

ATTEST:

APPROVED TO FORM

_____
LILLIAN HARE
CITY CLERK

_____
STEVEN MEYERS
CITY ATTORNEY

Attachment 2

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Adam U. Lindgren, Assistant City Attorney

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND THE JAMES D. WEIDINGER AND CHRISTINA WEIDINGER REVOCABLE TRUST

AND THE ARCHEL C. AND MARY W. CUPP FAMILY TRUST

RELATIVE TO NORTH DOUGLAS I AND II

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DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RANCHO CORDOVA
AND THE JAMES D. WEIDINGER AND CHRISTINA WEIDINGER REVOCABLE TRUST
AND THE ARCHEL C. AND MARY W. CUPP FAMILY TRUST
RELATIVE TO NORTH DOUGLAS I AND II

This Development Agreement is entered into this _____day of ____ 2004, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and the JAMES D. WEIDINGER AND CHRISTINA WEIDINGER REVOCABLE TRUST, a California public trust, and the ARCHEL C. AND MARY W. CUPP TRUST, a California public trust (collectively, "Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property.** Landowner holds legal interest in certain real property consisting of approximately 130.3 acres of land, located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

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

4. **Environmental Impact Report.** In 2002, Sacramento County ("County"), certified, as adequate and complete the Final EIR (the "EIR") for the Sun Ridge Specific Plan and Zoning Ordinance for the Property. The City also approved a Mitigated Negative Declaration ("MND") for the North Douglas General Plan Amendment, Specific Plan Amendment for the Rezoning of the Property, and the Tentative Subdivision Map (the "Project") on June 21, 2004. Mitigation measures were required in the EIR and the MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

5.1 The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003, as amended on July 6, 2004 by City Ordinance 26-2004;

5.2 The Sun Ridge Specific Plan adopted by County, as amended by City Ordinance 26-2004;

5.3 The Rezoning of the Property adopted by the County in 2002, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003 and City Urgency Ordinance No. 01-2003, and as amended by City Ordinance No. 26-2004;

5.4 The Tentative Subdivision Map for the Property (a copy of which is attached hereto as Exhibit D), approved by the City on June 21, 2004 by Resolution No. 84-2004; and

5.5 This Development Agreement, as adopted by City Ordinance No. ___ - 2004 (the "Adopting Ordinance").

5.6 The MND. The Mitigation Measures in both the EIR and the MND are incorporated into the Project and into the terms and conditions of this Agreement.

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

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

City doesn't provide. then why not school fees?

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

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term.**

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

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

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

6. **Use of Property.**

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

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

> Single Family, Low and Medium Density Residential, 680 units on approximately 121 acres, and Open Space (Park) on approximately 9 acres, all as set forth in Exhibits B-1 and B- 2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

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

6.4 Additional Conditions.

6.4.1 New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of three thousand dollars ($3,000) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. In the event that the District does not collect all or any portion of the $3,000 per parcel fee described in this Section, the Landowner agrees that the City shall have the right to require Landowner to pay the fee to the City prior to issuance of each building permit for the Property. The City intends to agree with the District about the distribution to the District, of fees it collects under this Section. The City agrees that payment of the $3,000 per parcel fee for all of the residential parcels on the Property to either the District or to the City shall satisfy the Landowner's Parks Development Fee financial obligation for the Property, pursuant to Condition of Approval / Mitigation Monitoring Reporting Program ("MMRP") (i.e., Number 20 of Exhibit B to Resolution No. 84-2004). This payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2 Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of seven hundred thirty three dollars ($733) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1, based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California area between April and April of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion, to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section. The City agrees that compliance with the terms of this subsection will satisfy the Landowner's obligation under Condition of Approval / MMRP Number 20 to pay a Park Renovation Fee in the amount of $733 per residential parcel.

6.4.3 Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of two hundred fifty ($250) annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project. City agrees that compliance with the terms of this subsection will satisfy the Landowner's obligation under Condition of Approval Number 20 to pay a special tax for police services in the amount of $250 per year per residential parcel.

7. Applicable Rules, Regulations and Official Policies.

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

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

permit approval is granted.

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

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

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

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

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

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

9. Community Facilities District.

9.1 Community Facilities District Formation. City and Landowner intend to cause to be formed within a reasonable period of time after execution of this Agreement a Community Facilities District ("CFD") pursuant to the provisions of Section 53311, et seq. of the California Government Code for the purpose of financing the purchase,

construction, expansion, improvement or rehabilitation of Landowner's proportionate share of any public facilities, infrastructure and/or services required by the Project (the "CFD Improvements") and otherwise authorized in Government Code Section 53313.5.

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

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

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

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

10. Amendment or Cancellation.

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

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

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

10.4 Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not

identified as an "insubstantial amendment" in Section 10.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

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

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

12. Annual Review.

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

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

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

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

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

13.1 Procedure Regarding Defaults.

13.1.1 Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

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

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

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

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

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

14. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such

longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

15. Mortgagee Protection: Certain Rights of Cure.

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

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

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

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

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

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

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

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

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

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

23. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

24. **Insurance.**

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

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

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

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

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

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

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

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

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

Lennar Renaissance, Inc.
1075 Creekside Ridge Dr., Suite 100
Roseville, CA 95678

Attn: Larry Gualco

With a copy to:

Timothy D. Taron
Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 958333-3883

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

28. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Unit), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of fourteen (14) pages and six (6) exhibits, which constitute the entire understanding and agreement of the parties.

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

IN WITNESS WHEREOF, the City of Rancho Cordova has authorized the execution of this Agreement in triplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. __-2004, adopted by the Council of the City on _____, 2004, and the James D. Weidinger and Christina Weidinger Revocable Trust and the Archel C. and Mary W. Cupp Trust have caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

THE JAMES D. WEIDINGER AND CHRISTINA WEIDINGER REVOCABLE TRUST, a California Public Trust

By: _____

Name: _____

Its: _____

THE ARCHEL C. AND MARY W. CUPP TRUST, a California Public Trust

By: _____

Name: _____

Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT LIST

Exhibit A-1 - Description of Property; Plats to Accompany Description
Exhibit A-2 - Location Map
Exhibit B-1 - Land Use Map for the Property
Exhibit B-2 - Land Use Summary
Exhibit C - Large Lot/Small Lot Tentative Subdivision Map
Exhibit D - Form of Assignment and Assumption Agreement

1252.001
03/19/04
CES

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
NORTH DOUGLAS DEVELOPMENT AGREEMENT

All that certain real property situate in a portion of Rancho Rio de Los Americanos, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

All of Lots 1, 2 and 7 as shown on that certain Parcel Map entitled "Portion of the Record of Survey Recorded in 12 R.S. 27" filed for record in Book 29 of Parcel Maps, at Page 28, Sacramento County Records.

Together with a sixty foot (60') ingress and egress easement as recorded in Book 4260, at Page 206, Official Records of Sacramento County as shown on that certain Parcel Map entitled "Portion of the Record of Survey Recorded in 12 R.S. 27" filed for record in Book 29 of Parcel Maps, at Page 28, Sacramento County Records.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

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

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

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 3/19/04

PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTION

NORTH DOUGLAS DEVELOPMENT AGREEMENT
LOTS 1, 2 &7 - 29 P.M. 28
A PORTION OF RANCHO RIO DE LOS AMERICANOS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

SCALE: 1" =1000'

56 P.M. 30

NORTH DOUGLAS

29 P. M. 28

2

7

1

EAST LINE OF RANCHO RIO DE LOS AMERICANOS

SOUTH LINE OF RANCHO RIO DE LOS AMERICANOS

SECTION 10
T 8 N., R. 7 E., M.D.M.

GRANTLINE ROAD

DOUGLAS ROAD

3 2
10 11

9 10
16 15

10
15

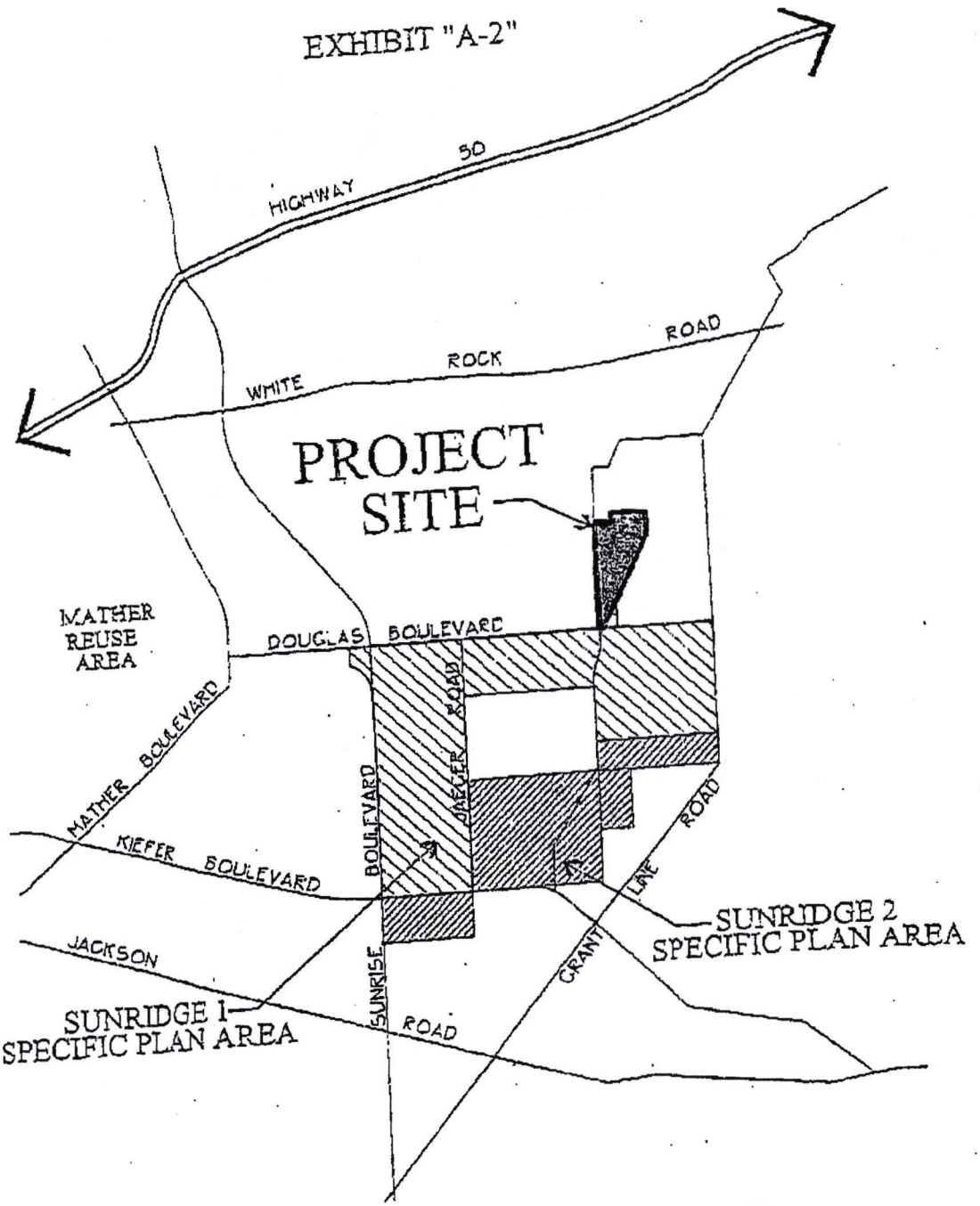
10 11
15 14

SEE DESCRIPTION FOR COURSE INFORMATION

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

LOCATION MAP
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 2004

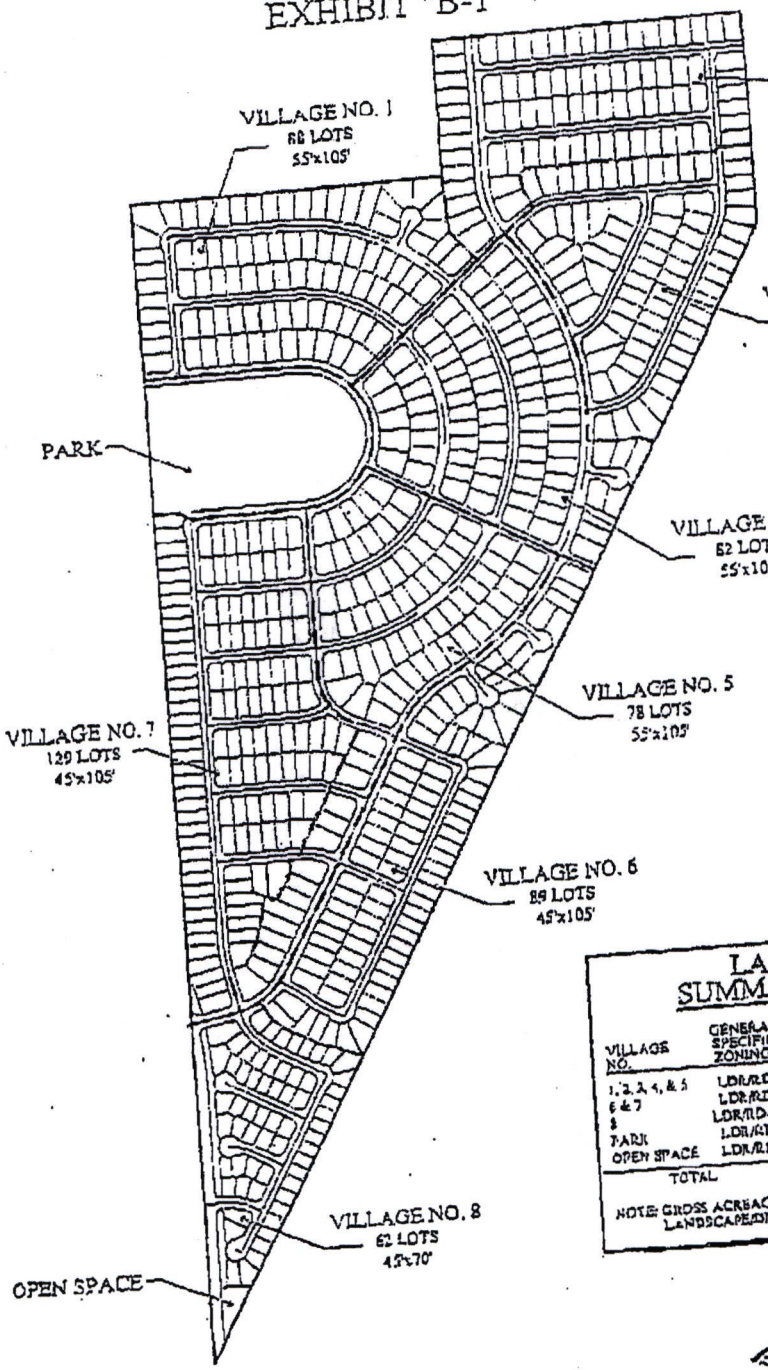
EXHIBIT "A-2"



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

LAND USE MAP
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 12, 2004

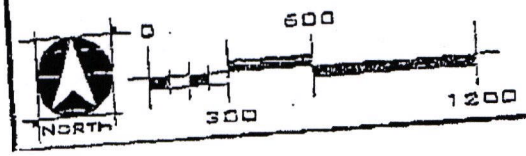
EXHIBIT "B-1"



LAND USE SUMMARY TABLE

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
1, 2, 3, 4, & 5	LDR/RD-5/RD-5	400 LOTS (55'x105')	77.4
6 & 7	LDR/RD-7/RD-7	218 LOTS (45'x105')	34.8
8	LDR/RD-10/RD-10	62 LOTS (45'x70')	9.0
PARK	LDR/RD-5/RD-5	-	9.0
OPEN SPACE	LDR/RD-5/RD-5	-	0.3
TOTAL		680 LOTS	130.5

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



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

LAND USE SUMMARY
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 12, 2004

EXHIBIT "B-2"

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 1,2,3,4 + 5	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	77.4	77.4	400
VILLAGES 6 + 7	LDR/RD-7/RD-7	S-F RESIDENTIAL (45'X105' TYP.)	34.5	34.6	218
VILLAGE 8	LDR/RD-10/RD-10	S-F RESIDENTIAL (45'X70' TYP.)	7.3	7.9	62
SUBTOTAL			119.2	119.9	680
LOT A	LDR/PARK/O	NEIGHBORHOOD PARK	7.9	9.0	-
LOT C	LDR/RD-10/RD-10	OPEN SPACE	0.3	0.3	-
SUBTOTAL			8.2	9.3	-
LOTS D-F	-	LANDSCAPE CORRIDOR	0.7	-	-
AMERICANOS BOULEVARD	-	ARTERIAL ROADWAY	1.1	1.1	-
SUBTOTAL			1.8	1.1	-
TOTAL			-	130.3	680

GROSS ACREAGE INCLUDES ALL MINOR STREETS + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 6463.1(a) OF THE SUBDIVISION MAP ACT.
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. PARK FEES FOR RD-10 LOT WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.

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

EXHIBIT "C"
LIST OF AUTHORIZED ACILITIES

Roadway, Joint Trench Utilities, Local Drainage, Landscaping and Soundwalls

1. Douglas Road: Jaeger Road to Americanos Road
2.. Douglas Head at Jaeger Road
3. Chrysanthy Boulevard; Anatolia 1 boundary to Jaeger Road
4. Chrysanthy Boulevard at Jaeger Road
5. Jaeger Road: Douglas Road to Chrysanthy Boulevard
6. Douglas Road at Americanos Road
7. Americanos Road: Douglas Road to West Boundary
8. Douglas Road at Zinfandel Drive
9. Sunrise Boulevard: Kiefer Boulevard to SR 16
10. Sunrise Boulevard at Kiefer Boulevard
11. Sunrise Boulevard at SR16
12. Sunrise Boulevard at Grant Line Road
13. Grant Line Road at SB 16
14. Grant Line Road at "White Rock Road
15. SR 16 at Bradshaw Road
16. SR16 at Eagle's Nest Road
17. SR 16 at Excelsior
18. SR16: Sunrise Boulevard to Grant Line Road
19. Alta Sunrise Reliever; Douglas Road to US 50
20. Zinfandel Drive Extension
21. North Douglas Collector Roads

Utility Improvements

22. Any and all major Water facilities necessary to provide water service to North Douglas
23. Any and all major Sewer facilities necessary to provide sewer service to North. Douglas
24. Any and all major Drainage facilities necessary to provide drainage for North Douglas

Park Improvements

25. Any and all park improvements within North Douglas

Other

26. Sunridge Specific Plan Water Fees for North. Douglas
27. Sunridge Specific Plan Sewer Fees for North Douglas
28. Sunridge Specific Plan Road Fees for North Douglas
29. Sunridge Specific Plan Park Development Fees for North. Douglas
30. Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well

as other costs associated with the District Formation and Bond Sale process.

31. Any other facilities permitted under the Mello-Roos Community Facilities Act of 19SI, including the facilities described in Section S3313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria; 1) augment, improve or expand existing District facilities that ate primarily for the benefit of the District; or 2) repair or rehabilitate existing District facilities.

EXHIBIT "D"

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Adam U. Lindgren, Assistant City Attorney

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO NORTH DOUGLAS I & II PROJECT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 2004, by and between the JAMES D. WEIDINGER AND CHRISTINA WEIDINGER REVOCABLE TRUST, a California public trust, and the ARCHEL C. AND MARY W. CUPP TRUST, a California public trust (collectively, "Landowner"), and _____, a _____ (hereinafter "Assignee").

RECITALS

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

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

_____

_____

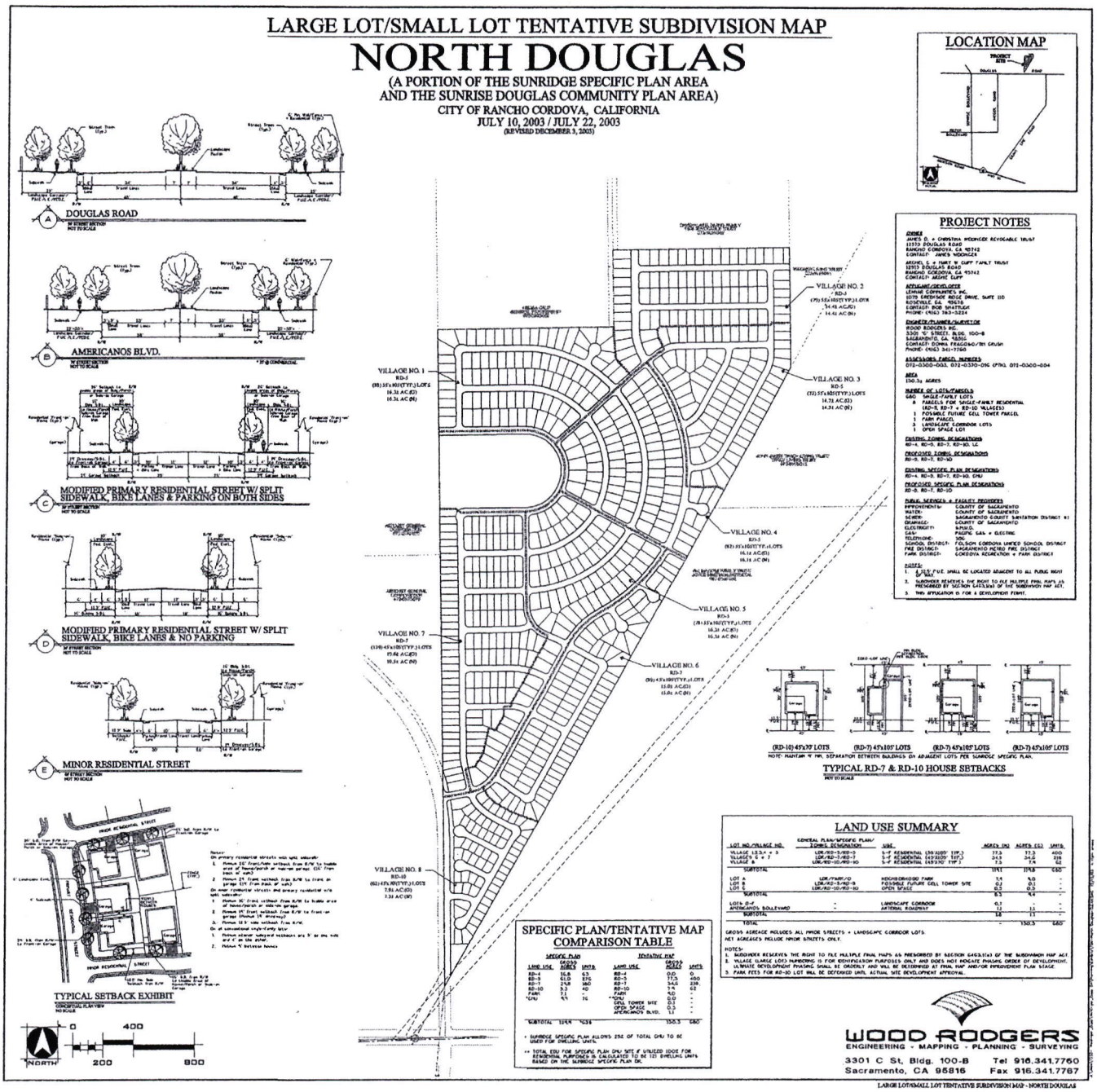
_____

Attn: _____

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

LANDOWNER:	**ASSIGNEE:**
_____	_____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

Exhibit C


LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP
NORTH DOUGLAS
(A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA)
CITY OF RANCHO CORDOVA, CALIFORNIA
JULY 10, 2003 / JULY 22, 2003
(REVISED DECEMBER 3, 2003)
LOCATION MAP
PROJECT SITE
DOUGLAS ROAD
AMERICANOS BLVD.
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & NO PARKING
MINOR RESIDENTIAL STREET
TYPICAL SETBACK EXHIBIT
VILLAGE NO. 1
VILLAGE NO. 2
VILLAGE NO. 3
VILLAGE NO. 4
VILLAGE NO. 5
VILLAGE NO. 6
VILLAGE NO. 7
VILLAGE NO. 8
PROJECT NOTES
(RD-10) 45'x70' LOTS
(RD-7) 45'x105' LOTS
(RD-7) 45'x105' LOTS
(RD-7) 45'x105' LOTS
TYPICAL RD-7 & RD-10 HOUSE SETBACKS
LAND USE SUMMARY
SPECIFIC PLAN/TENTATIVE MAP COMPARISON TABLE
NORTH
0
200
400
800
WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767
LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP - NORTH DOUGLAS

Memorandum

Date: October 18, 2004

To: City Council

From: William Campbell, Principal Planner

Subject: Cordova City Center Design Review RC-04-102

The City Council is requested to continue this item to the November 1, 2004 meeting. Due to scheduling of agenda items for other departments and the complexity of this project, staff requests the item be placed on a less full agenda.

AGENDA ITEM # 15

Memorandum

Date: October 18, 2004

To: City Council

From: Paul Junker, Planning Director
William Campbell, Principal Planner

Subject: Amendment to Title 22 of the Municipal Code regarding Park Land Dedication and Payment of In-Lieu Fee.

Background

The City of Rancho Cordova adopted the County Code, which included Title 22 that contained the provisions for parkland dedication and/or in-lieu fee payment, according to Quimby Act (Government Code 66477). Section 22.40 establishes the mechanism by which the City can require park land dedication and/or in-lieu fee payment for future parks through the project entitlement process. Based on recent conversations with the Cordova Park District, they have indicated a concern with the factors the City inherited to determine the amount of park land dedication or fee payment in the new development areas of the City. This concern was again articulated at the joint meeting of the Parks District and City Council on September 14, 2004.

Analysis

The City can amend the factors and mechanisms of Title 22.40 by ordinance, provided that accompanying study and support materials justify the amendment. Specifically, the City needs to change the factors of the number of persons per household and increase the amount of parkland required per 1000 population that is expressed in Section 22.40.035. In turn, Section 22.40.040 will need to be amended so the conversion from land area dedicated to dollars is accomplished by appraisal prepared in accordance with Section 22.40.045. These sections of Title 22 comprise the tools by which the City can require the desired amount of parkland or fees to acquire parkland outside the project area.

Section 22.40.035 Calculation Area of Land Dedication

Within this section are the factors for determining the persons per household, when multiplied by the number of dwelling units in the project, produces the amount of land, in acres, to be dedicated. There are currently four factors used in the calculation to determine land dedication, as shown on the graph on the next page. The base factor

for single family dwellings is predicated on 2.76 persons/household or .0134 that would yield less acreage per 1000 population than the desired 5 acres/1000 population. Staff is recommending the base factor for single family dwellings be 3.0 persons/ household or .015 that will yield the desired 5 acres/1000 population.(*) The other factors have been adjusted to yield the same result.

Current Dedication Factors for Land Dedication at 4.87 acres/1000			**Proposed Dedication Factors for Land Dedication at 5.0 acres/1000**		
Unit Types	**Persons/ unit**	**Old Factor**	**Unit Types**	**Persons/unit**	**New Factor (F)**
Single Family	2.76	.0134	Single Family	2.95 *	.01475 *
Small Family Units (2 to 6 units)	2.03	.0099	Small Family Units (2 to 6 Units)	2.03	.0101**
Multiple Family Units (7+ units)	1.54	.0075	Multiple Family Units (7+ units)	1.54	.0077 **
Mobilehomes	1.72	.0084	Mobilehomes	1.72	.0086 **

(*) The Parks District has provided two letters that supports the increase in unit population and an inventory of existing parks in the City proving the ratio between the total acreage/population that justifies increasing the park dedication from the 4.87 acres/ 1000 population to 5 acres/ 1000 population. These studies have caused the values in the factor **(F)** column to increase to derive the 5 acre/1000 outcome.

(**) According to the Chapter 22.40.035 the factors for the other residential categories are provided for comparable communities in the County that require land dedication at 5 acre/1000 population within section 22.40.045(d). These factors coincide with the demographic samplings for Rancho Cordova, provided by the Parks District.

Section 22.40.040 Calculation of In Lieu Fees

This section is proposed to change the value **(V)** in the in lieu formula A x **V** = M. The current code section establishes **(V)** by an appraisal at the time of payment, by the Office of the County Assessor, based on the proposed land use. The new value of **(V)** will be established by a new process identified in Section 22.40.045 Determination of Fair Market Value that departs from the use of the Office of the County Assessor.

Section 22.40.045, Determination of Fair Market Value

For purpose of calculating the in-lieu fee under Section 22.40.040, the subdivider shall cause an appraisal of the property to be subdivided to be made. The appraisal shall be made at the subdivider's expense, by a person qualified as a certified general real estate appraiser by the California Office of Real Estate Appraisers, and shall meet the standards specified in the uniform standards of professional appraisal practice. The appraiser shall appraise the gross tentative map area at its unencumbered (free and

clear) value, as if at the approved tentative map stage of development and as if any assessments or other encumbrances to which the property is subject had been paid off in full prior to the date of appraisal. The new section of the Ordinance establishes factors to be considered when evaluating the project. This method will ensure the City is receiving the best appraisal information, in the quickest time period. The process is also geared to have the appraisal preformed within 6 weeks of the final recordation of the subdivision, in order to reduce the time period between the receipt of in lieu payment fees and the District ability to purchase additional park land from another property owner, before the land value increases due the high demand for development.

Environmental Analysis:

The draft Ordinance is intended to protect the environment and be consistent with State Law. Adoption of State required regulations to protect the environment is exempt from review under the California Environmental Quality Act (CEQA) subject to Section 15308 of the CEQA Guidelines.

Conclusion

The Cordova Parks District and staff believe the amendments offered in Ordinance 53-2004 will be consistent with the adopted ***Vision Book-Interim General Plan*** by providing additional park land for a growing community. The increased factors will have a net generation of an additional 44+ acres of parkland in the new developments, within the combined projects of the eastern portion of the City.

Recommendation

"I move the City Council introduce by title and waive the first reading Ordinance No. 53-2004; thereby, amending certain portions Chapter 22.40 of the Rancho Cordova Municipal Code relating to parks dedication and fees."

Attachments:

1. Draft Ordinance 53-2004.
2. CRPD Letter dated October 6, 2004 re Parkland Dedication.
3. CRPD Letter dated October 6, 2004 re Population Densities/Household.

• to accurately reflect the # of people living in houses.

Attachment 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 53-2004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING CHAPTER 22.40 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE RELATED TO PARK DEDICATION AND PARK IN-LIEU FEES.

RECITALS

WHEREAS, pursuant to Government Code section 66477 (the "Quimby Act"), local agencies may adopt ordinances requiring the dedication of land or imposing a requirement for the payment of fees in lieu thereof for park or recreational purposes as a condition to the approval of a tentative map or parcel map; and

WHEREAS, the dedications and/or fees required by a Quimby Act ordinance are based upon calculations using residential density to determine the required dedication and/or fee necessary to provide an amount of park land per 1,000 people as established by the local agency;

WHEREAS, the City of Rancho Cordova adopted by reference the Quimby Act ordinance adopted by the County of Sacramento, wherein the required park area per 1,000 people was determined to be 4.87 acres for the Cordova Area and the average household size for single-family residences was determined to be 2.75 people per household; and

WHEREAS, the section of the County's Quimby Act ordinance containing these numbers was last updated in 1992; and

WHEREAS, the City has determined that based upon the current population of the City and the amount of existing park land in the City, the required acreage of park land per 1,000 people should be increased to 5 acres per 1,000 people as allowed under the Quimby Act; and

WHEREAS, the City has determined that, based upon a study prepared by the Cordova Recreation and Park District, the population density of new single-family development in the Sacramento area is trending toward an increase in density in excess of 3 people per single-family residence; and

WHEREAS, the City has determined that new single-family developments in the City will be on par with single-family developments in other areas of Sacramento County that are attracting population densities in excess of 3 people per single-family residence and that the population density for single-family residences in the City should be set at 2.95 people per single-family residence; and

WHEREAS, the City has determined that the transition from unincorporated area of the County to the City of Rancho Cordova necessitates an update in the procedure for calculating dedications and/or fees and for conducting appraisals under the City's Quimby Act ordinance.

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

SECTION 1. Section 22.40.035, "Calculating Area of Land Dedication," of the Rancho Cordova Municipal Code is hereby amended to read as follows:

a. If the City requires the dedication of land, the subdivider or owner shall dedicate land for neighborhood and community parks according to the formula D x F = A in which:

D equals the number of dwelling units

F equals a "factor" herein described

A equals the amount of land, in acres, to be dedicated

b. Definitions. For purposes of this section, the following definitions shall apply:

"Dwelling unit" means one or more rooms in a building or structure or portion thereof designed exclusively for residential occupancy by one family for living or sleeping purposes and having kitchen and bath facilities, including mobilehomes.

"Single-family dwelling" means a dwelling unit comprised of a detached building designed for occupancy by one family.

"Small family dwelling" means a residential building or structure designed and used for or proposed for residential occupancy by two through six families and having a kitchen and bath facilities for each family, including two-family, group and row dwelling units.

"Multiple family dwelling" means a residential building or structure designed and used for or proposed for residential occupancy by seven or more families and having a kitchen and bath facilities for each family.

"Mobilehome" means a dwelling unit used for or proposed for residential occupancy in vehicles which require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.

c. The factors .01475, .0101, .0077 and .0086 are constants determined from an analysis of population trends and studies of Rancho Cordova in accordance with Section 66477(a)(2), which, when multiplied by the number of dwelling units permitted in the subject area, will produce five acres per thousand population to be devoted to neighborhood or community park facilities. This limit has been determined in accordance with Section 66477(a)(2)(B) of the Government Code. The Planning Director may re-establish such factors annually.

Fs = .01475 relating to single-family dwelling units (2.95 persons/dwelling)
Fm = .0101 relating to small family dwelling units (2.03 persons/dwelling)
Fa = .0077 relating to multiple family dwelling units (1.54 persons/dwelling)
Fmh = .0086 relating to mobilehome dwelling units (1.72 persons/dwelling)

For purposes of determining the above noted factors, the following formulas are applied:

Population		Household Size		Dwelling Units/1,000 Population
1,000	/	2.95 persons	=	339

Park Acres/1,000 Pop.		D.U./1,000 Pop.		Park Acres/Dwelling Unit (Factor)
5 Acres	/	339	=	0.01475

d. In small family and multiple family development projects, the number of dwelling units shall be calculated from the maximum density permitted in the proposed zone, as determined from the Zoning Code, including any density bonus, unless the subdivider can demonstrate that the development will contain a lesser number of dwelling units. For tentative parcel maps in multi-family zones, a condition may be added to the tentative parcel map stating that the number of dwelling units may be calculated using the density tentatively approved, and such requirement shall not become final until the land or improvements are dedicated or fees in lieu thereof are paid by the subdivider to the satisfaction of the City.

SECTION 2. Section 22.40.040, "Calculation of In Lieu Fees," of the Rancho Cordova Municipal Code is hereby amended to read as follows:

"Where the City requires the payment of park in lieu fees, the amount to be paid shall be a sum calculated according to the formula A x V = M, in which,

A = the amount of land required for dedication as determined by Section 22.40.035;

V = fair market value per acre of the property to be subdivided, as established by an appraisal prepared in accordance with Section 22.40.045; and

M = the number of dollars to be paid in lieu of dedication of land."

SECTION 3. Section 22.40.045, "Alternative Calculation Method," of the Rancho Cordova Municipal Code is hereby deleted.

SECTION 4. Section 22.40.045, "Determination of Fair Market Value," is hereby added to read as follows:

"For purposes of calculating the in-lieu fee under Section 22.40.040, the subdivider shall cause an appraisal of the property to be subdivided to be made. The appraisal shall be made at the subdivider's expense by a person qualified as a certified general real estate appraiser (MAI) by the California office of real estate appraisers, and shall meet the standards specified in the uniform standards of professional appraisal practice. The

appraiser shall appraise the gross tentative map area at its unencumbered (free and clear or liens and/or encumbrances) value, as if at the approved tentative map stage of development and as if any assessments or other encumbrances to which the property is subject had been paid off in full prior to the date of appraisal. Factors to be considered during the evaluation shall include the following:

1. Applicable project conditions of approval;

2. The general plan;

3. Zoning and density;

4. Property location;

5. Off-site improvements facilitating use of the property;

6. Site characteristics of the property;

7. Existing public improvements (e.g., existing streets, canals) which have the effect of reducing usable gross tentative map area;

8. Such other factors as the City Council may establish by resolution.

The appraisal shall value the property as of a date no earlier than six (6) weeks prior to the recording of the final map, or the payment of the fee, whichever occurs later. The appraisal shall clearly state the fair market value (V) of the property in dollars per gross acre. Three copies of the appraisal shall be delivered to the public works development services section for distribution.

In the event the City's Planning Director determines the appraisal is inaccurate, the City may cause a second appraisal to be made at its expense by an appraiser with the above described qualifications, and the second appraisal shall be used for purposes of calculating the in-lieu fee."

SECTION 5: Severability

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

SECTION 6: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in

accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Cordova Recreation & Park District
2197 Chase Drive • Rancho Cordova, CA • 95670-2098

RECEIVED
OCT 0 7 2004
RANCHO CORDOVA
PLANNING

October 6, 2004

Mr. Paul Junker, Planning Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Re: Increase Quimby Parkland Dedication Requirement from 4.87 to 5.0 acres per 1,000 Population. Section. 22.40.045 of the City Codes

Dear Paul,

As we have discussed before, the Quimby Parkland dedication formula for the Cordova Recreation and Park Districts is based upon 4.87 acres of parkland for every 1,000 members of the population. Title 22, of the Land Development Ordinances of the County of Sacramento, section 22.40.045, as now adopted by the City of Rancho Cordova, provides that any local public agency providing parks may apply for a determination of a standard for existing neighborhood and community parks which is in excess of the 3.0 acres per 1,000 standards expressed in section 22.40.035 of the code and the State Subdivision Map Act (Section 66477 (b)).

Included is a schedule prepared by the Cordova Recreation and Park District that identifies 252 acres of neighborhood and community park land now owned and operated by the District within the City of Rancho Cordova, and an additional 20 acres of park land in C.M. Goethe Park operated by the County of Sacramento for a total of 272 acres. The current population within the City of Rancho Cordova, as recognized by the California Department of Finance, is 53,700. At 5.0 acres per 1,000 the District would have 267.5 acres of park land. The number of existing park acreage exceeds 5.0 acres per 1,000 (53,700 / 1,000 = 53.7 x 5.0 = 268.5 ac.). The total park acreage within the City of Rancho Cordova does not reflect the American River Parkway or the less developed portion of Goethe Park. Though these parks are owned by the County of Sacramento, they serve the populous of the District and the City of Rancho Cordova. The City and the District in its land planning efforts should strive to maintain a similar proportion of 5 acres of parkland for every 1,000 new residents.

Parks Within City of Rancho Cordova	Acres
Ahlstrom	7
Dave Roberts Park	13
Cordova Shooting Center	75
Countryside	5
Federspiel	5
CM Goethe Park	20
Hagan	75
Larchmont Rossmoor	3
Lincoln Village	17
Mather Sports Center	30
Sunriver	5
Taylor	3
White Rock	14
Total Acres	**272**

The 5.0 acre per a 1,000 standard would be in keeping with the park dedication requirement of the Cities of Sacramento, Roseville, Elk Grove, and Folsom, as well as the urbanized areas of Fulton El Camino, Southgate, Rio Linda, and Orangevale Recreation and Park District's. A 5.0 acres per 1,000 population should be the standard park land dedication requirement for the City of Rancho Cordova.

The District requests the City modify its park land dedication requirement to require 5.0 acres per a 1,000 within the boundaries of the District lying within the city limits of the City of Rancho Cordova. Please advise the District as to the date and time when this matter will be presented to the City Council.

Sincerely,

Greg A. Foell
District Administrator

Cordova Recreation & Park District
2197 Chase Drive • Rancho Cordova, CA • 95670-2098

October 6, 2004

RECEIVED
OCT 0 7 2004
RANCHO CORDOVA
PLANNING

Mr. Paul Junker, Planning Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Re: Population density per household used to calculate Quimby Parkland Dedication requirements for new development

Dear Paul,

As we have discussed before, the Quimby Parkland dedication formula for the Cordova Recreation and Park District is based upon 4.87 acres of parkland for every 1,000 members of the population. As the population per household increases, the more parkland dedication is required for a given number of dwelling units.

The dedication requirements of the approved Sunridge Specific Plan is based upon the dedication formulas set forth in Title 22, of the Land Development Ordinances of the County of Sacramento, section 22.40.035 and 22.40.045, as now adopted by the City of Rancho Cordova. The formulas set forth in those code sections were based upon the 1980 census which determined that the average single family household population was 2.75 persons. You can prove this by the following math:

- Section 22.40.045 states that 4.87 acres per 1,000 population is achieved by multiplying the number of single family dwelling units in a proposed project by .0134.
- 4.87 ac. / .0134 = 363.43 dwelling units (For every 363.43 D.U. 4.87 ac is dedicated)
- 1,000 population / 363.43 = 2.75 persons per household

The Profile of General Demographic Characteristics, 2000 census data for the Rancho Cordova CDP shows the average household size of owner occupied units at 2.60, however, demographic information for other growth areas in the Sacramento Metropolitan area show much higher household population as indicated in the chart below.

Housing Development	Empire Ranch	Broadstone	Natomas Station	East Elk Grove
Census Tract	*85.02*	*85.03*	*85.04*	*93.15*
Average household size				
Total	2.86	2.77	2.82	3.03
Owner occupied	3.16	2.79	2.86	3.12
Renter occupied	1.65	2.60	2.72	2.41

Housing Development	Laguna	Laguna	Laguna	West Laguna
Census Tract	*96.11*	*96.12*	*96.13*	*96.19*
Average household size				
Total	3.03	3.04	3.28	2.79
Owner occupied	2.84	2.99	3.24	2.95
Renter occupied	3.87	3.44	3.89	1.74

The 2000 Census conducted in the Rancho Cordova area reflects an older residential community and the loss of new families resulting from the Mather base closure. The only new housing that was just getting started at the time the census data was being collected was the Villages at Zinfandel. The District believes that the census data generated in the new developing areas identified in the chart is much more reflective of the household population that the new City of Rancho Cordova will experience in the approved Sunridge Specific Plan, the Sunridge II and Del Oro projects. It is the District's opinion that the housing mix, which the District will be serving, will be somewhere in between the experiences of the City of Folsom and the City of Elk Grove, and therefore a more representative persons per a household population would be 2.95, which is the average of all the owner/renter occupied housing identified in the preceding chart.

Pursuant to Section 22.40.035 (c) the District requests you as the Planning Director to reestablish the household population factors for calculating the park land dedication required in new developments, to reflect the population trend in the Sacramento Metropolitan areas. Please advise the District as to the date and time when this matter will be presented to the City Council.

Sincerely,

Greg A. Foell
District Administrator

Nothing has been provided in the Agenda Packet for Item 17.

AGENDA ITEM # 17

Memorandum

Agenda date: October 18, 2004

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION ENDORSING THE ELK GROVE - RANCHO CORDOVA - EL DORADO CONNECTOR AND IDENTIFYING ALTERNATIVE TWO (II) AS THE CITY OF RANCHO CORDOVA'S PREFERRED ALTERNATIVE

DISCUSSION:

The Metropolitan Transportation Plan for 2025 includes a multi-modal corridor that connects Elk Grove, Rancho Cordova, and El Dorado Hills. The "Elk Grove-Rancho Cordova-El Dorado Connector" will link residential areas and employment centers and will provide multi-modal options for travel within the corridor, including transit, bicycle, and pedestrian facilities. The Connector will relieve congestion on the overcrowded existing two-lane roadways that currently serve the corridor. The Connector concept is intended to fulfill multiple purposes:

- Improve access, and mobility, and develop new connections in the Elk Grove-Rancho Cordova-El Dorado County corridor (connecting from US 50 in the east to State Route 99 and to I-5 in the south).
- Preserve open space and wildlife habitat, with $15 million to serve as seed money for a larger program to preserve open space and critical wildlife habitat in the corridor.
- Enhance economic vitality by preserving accessibility to jobs centers in the corridor.
- Bring jurisdictions together to maximize funding for the Connector, and develop a plan to build individual segments in a coordinated and integrated fashion.

Policy Advisory Committee

The Policy Advisory Committee (PAC) for this study was formed at the request of the SACOG Board of Directors to provide policy oversight for the study. SACOG requested Boards or Councils to appoint members to serve on the PAC. The PAC met in December 2003 to review the first draft of the "Elements of Purpose and Need" listing, and to provide input on the desired participants in a stakeholder advisory committee.

AGENDA ITEM # 18

Stakeholder Input

A Stakeholder Advisory Committee (SAC), which included representatives of nearly 50 agencies and organizations within the Connector corridor, was the primary source of input for defining the Elements of Purpose and Need and conceptual alternatives for the Connector project. Representatives from the City's Planning and Public Works Departments participated in the SAC.

Conceptual Alternatives

Through a series of five SAC workshops, a long list of desired project features (i.e., roadway alignments, transit alignments, pedestrian and bicycle alignments, service types, and priority areas for open space preservation) was developed. From this list, four conceptually defined alternatives for the Connector transportation project were developed. These Conceptual Alternatives, depicted in Figures ES-1 to ES-4, are described as follows:

Conceptual Alternative I

The main alignment in Alternative I follows Hood-Franklin, Kammerer Road, Grant Line Road, Sunrise Boulevard, the proposed Sunrise Reliever, and White Rock Road. This alternative most closely resembles the Connector as described in the Metropolitan Transportation Plan for 2025. Both the transit and bicycle/pedestrian facilities follow the main alignment.

City Staff feels that this route, along arterials that are already operating at or over capacity, would have a significant negative impact on local transportation needs and business access.

Conceptual Alternative II

The main alignment in Alternative II follows Hood-Franklin, Kammerer Road, Grant Line Road, and White Rock Road. This alternative generally follows local General Plans in regards to roadway widths and maximum lanes. Both the transit and bicycle/pedestrian facilities follow the main alignment.

City Staff feels that Alternative II best meets the Elements of Purpose and Need by balancing the needs of the local community with the transportation needs of the region.

Conceptual Alternative III

The main alignment in Alternative III follows Hood-Franklin, Kammerer Road, Grant Line Road, and White Rock Road. This alternative identifies a tunnel or bypass in the community of Sheldon. The transit alignment is shown as connecting from Elk Grove to Rancho Cordova, and from El Dorado Hills to Rancho Cordova. A supplemental transit alignment is shown on Bradshaw Road, connecting to Rancho Cordova via Folsom Boulevard. The bicycle/pedestrian alignment is off the main alignment, following Laguna Creek, the Folsom-South Canal, Folsom Boulevard, and Alder Creek connecting to White Rock Road.

While this alternative closely resembles Alternative II, Staff feels that a bicycle/pedestrian facility along the connector alignment is a desirable and valuable element that is missing from this alternative.

Conceptual Alternative IV
The roadway alignment follows Grant Line Road, Bradshaw Road, a new roadway south of Mather Airport, Douglas Boulevard back to Grant Line Road, and White Rock Road. The transit alignment generally follows the roadway alignment, deviating in order to connect directly to the Sunrise LRT station/transit center. The bicycle/pedestrian alignment is off the main alignment, following Laguna Creek, the Folsom-South Canal, Folsom Boulevard, and Alder Creek connecting to White Rock Road.

As with Alternative I, Staff feels that this route would have a significant negative impact on local transportation needs and business access.

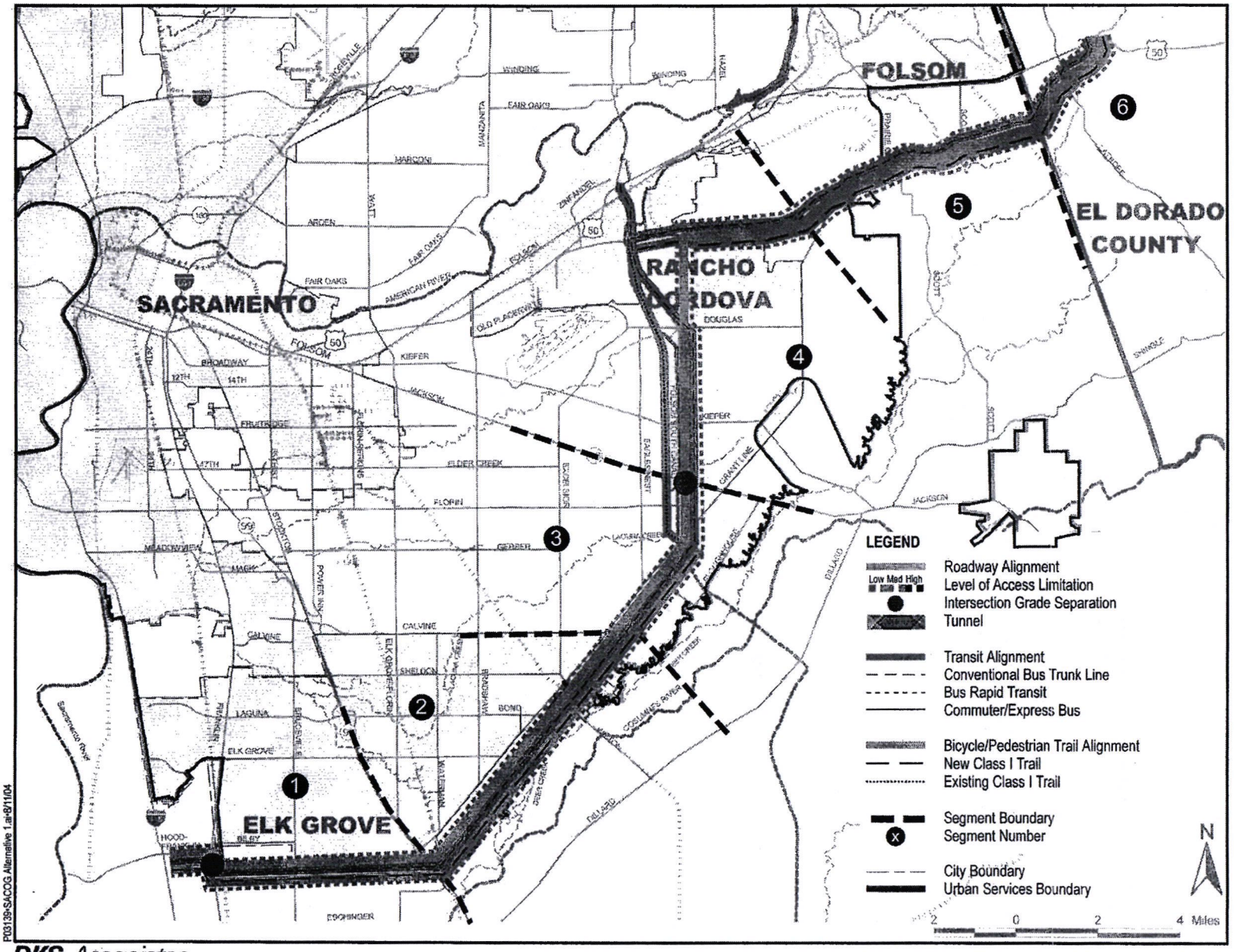
Open Space Priorities for All Conceptual Alternatives
The Connector funding plan includes $15 million for open space preservation within the corridor to protect sensitive habitat, develop recreational open space, and mitigate the potential growth-inducing impacts of the transportation improvements. Figure ES-5 shows the priority open space protection areas identified by the SAC. Table ES-2 provides a general description of the major features shown on the map.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution endorsing the Elk Grove - Rancho Cordova - El Dorado Connector and identifying Alternative Two (II) as the City of Rancho Cordova's preferred alternative.

Attachments:
Figures ES-1 through ES-5
Table ES-2
Resolution

Figure ES-1. Conceptual Alternative I



P03139-SACOG Alternative 1.ai-8/11/04

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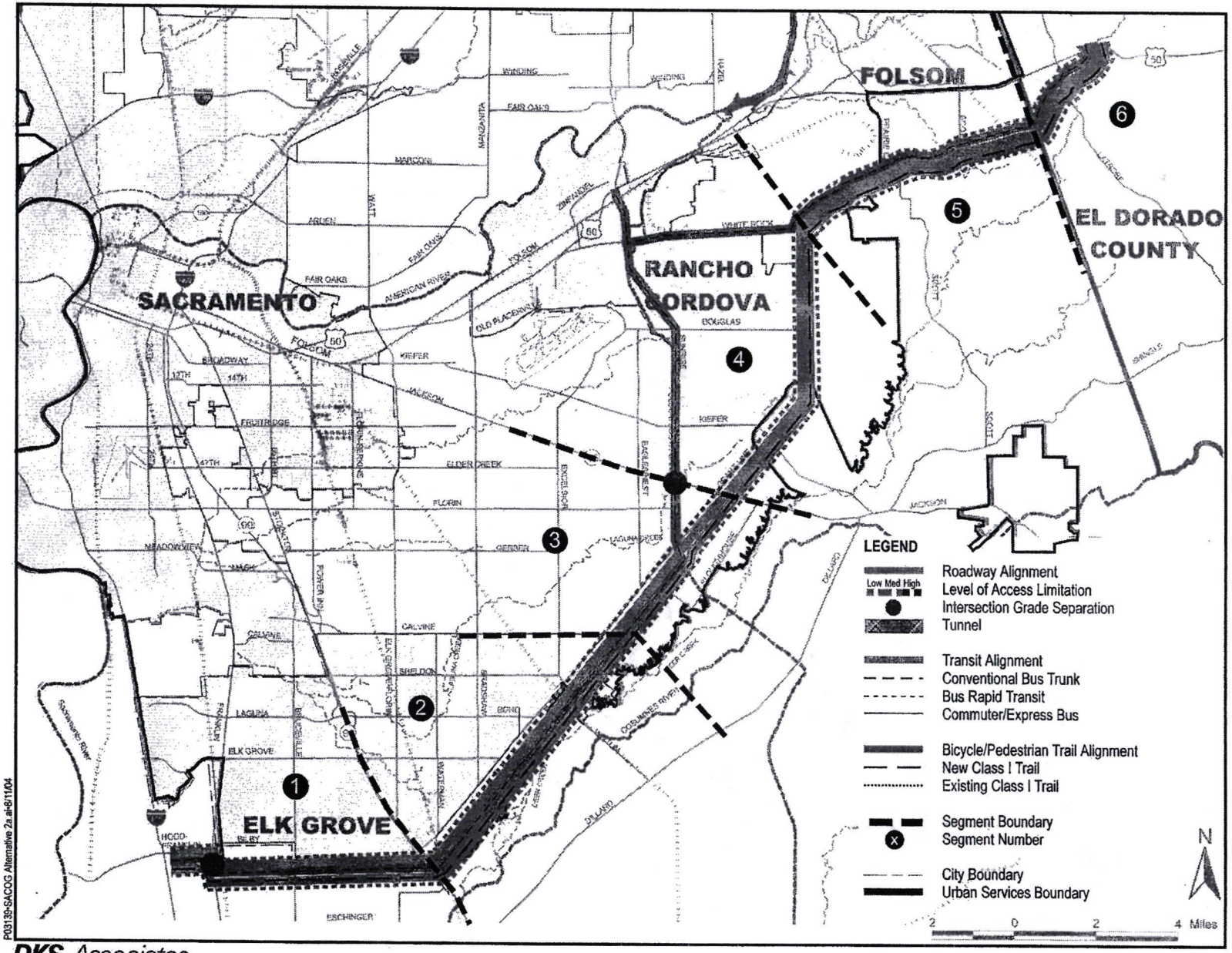
Figure ES-2. Conceptual Alternative II



P03139-SACOG Alternative 2a ai-8/11/04

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Figure ES-3. Conceptual Alternative III

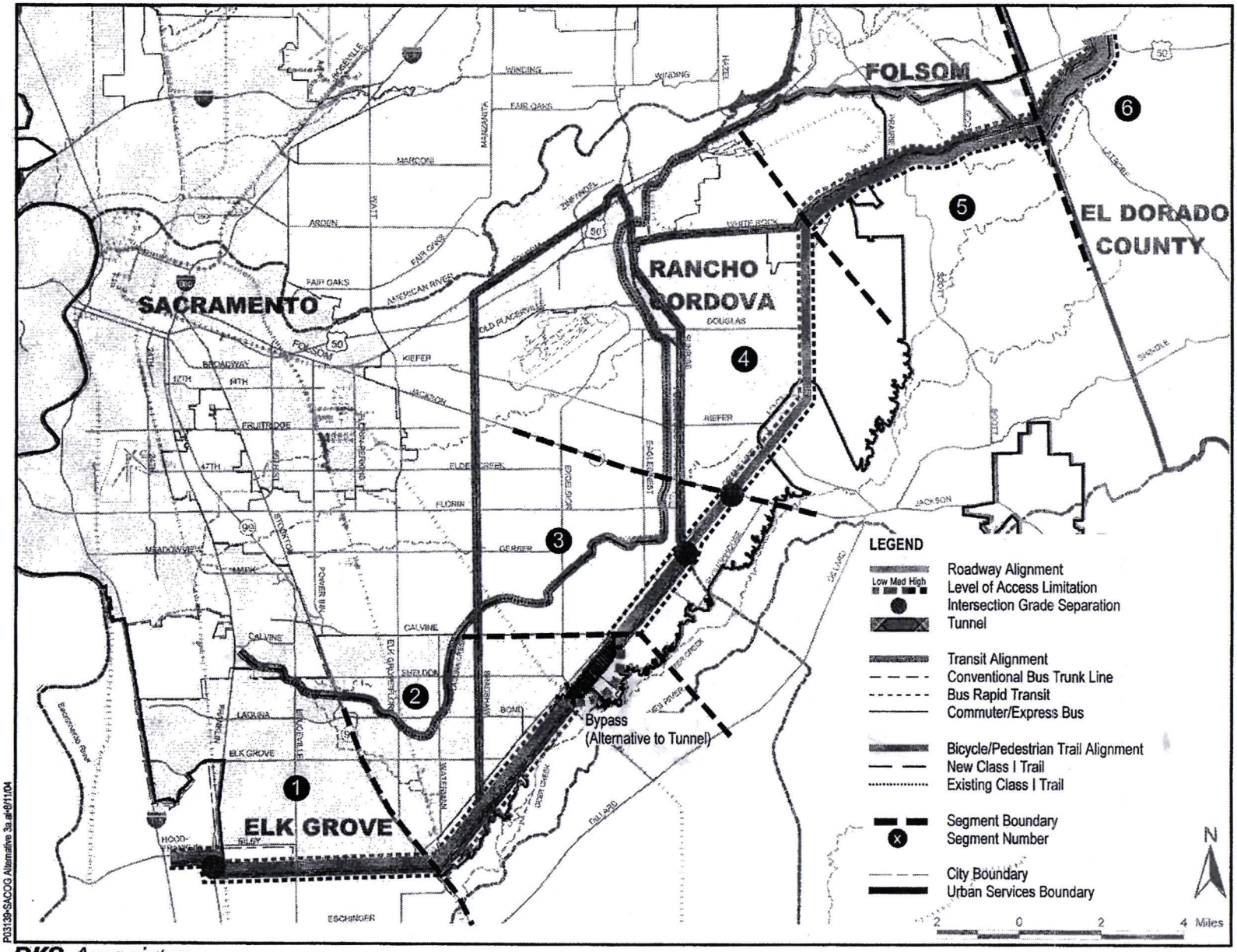

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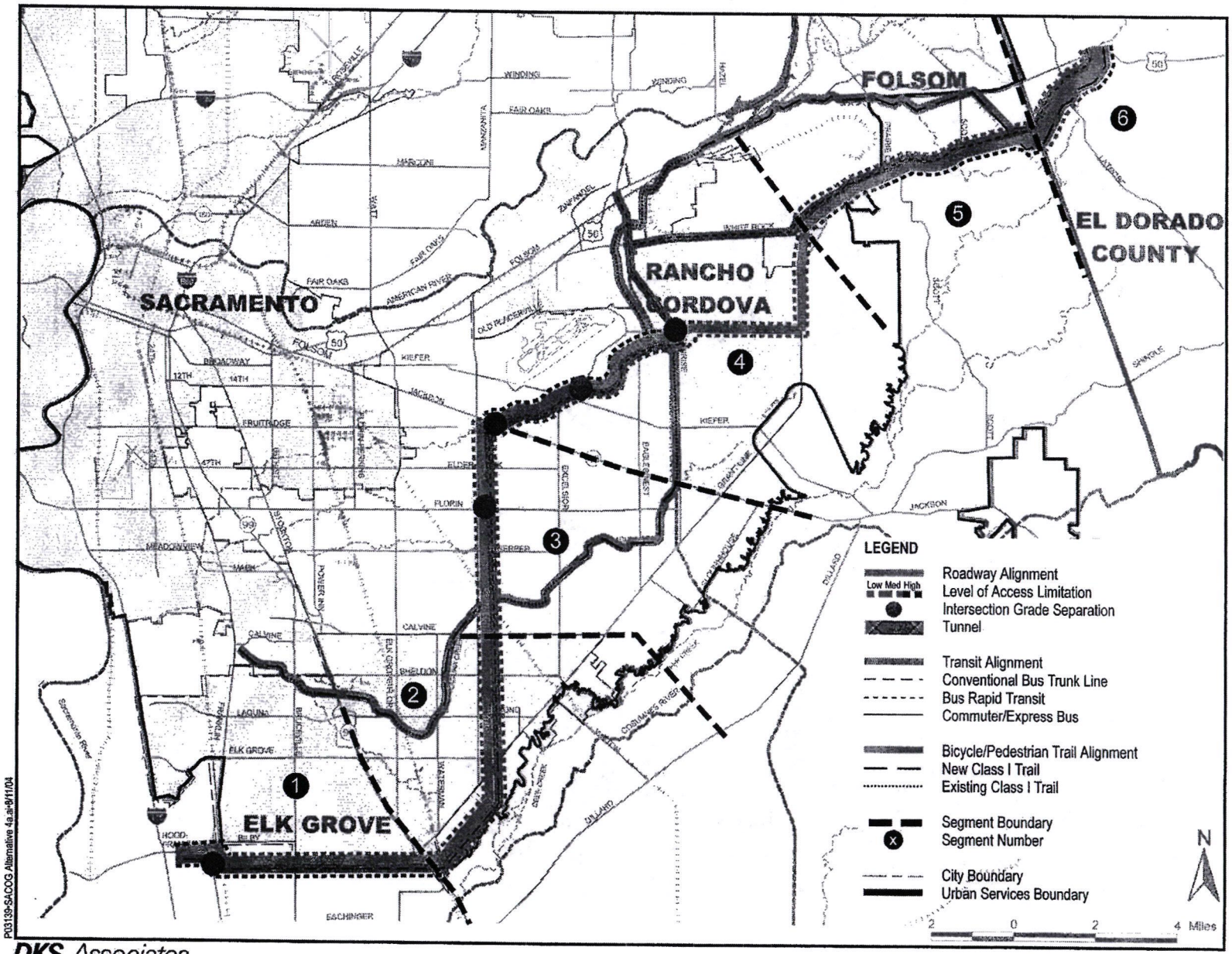
Figure ES-4. Conceptual Alternative IV



P03139-SACOG Alternative 4a.ai-9/11/04

DKS Associates
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Figure ES-5. Open Space Priorities for All Conceptual Alternatives

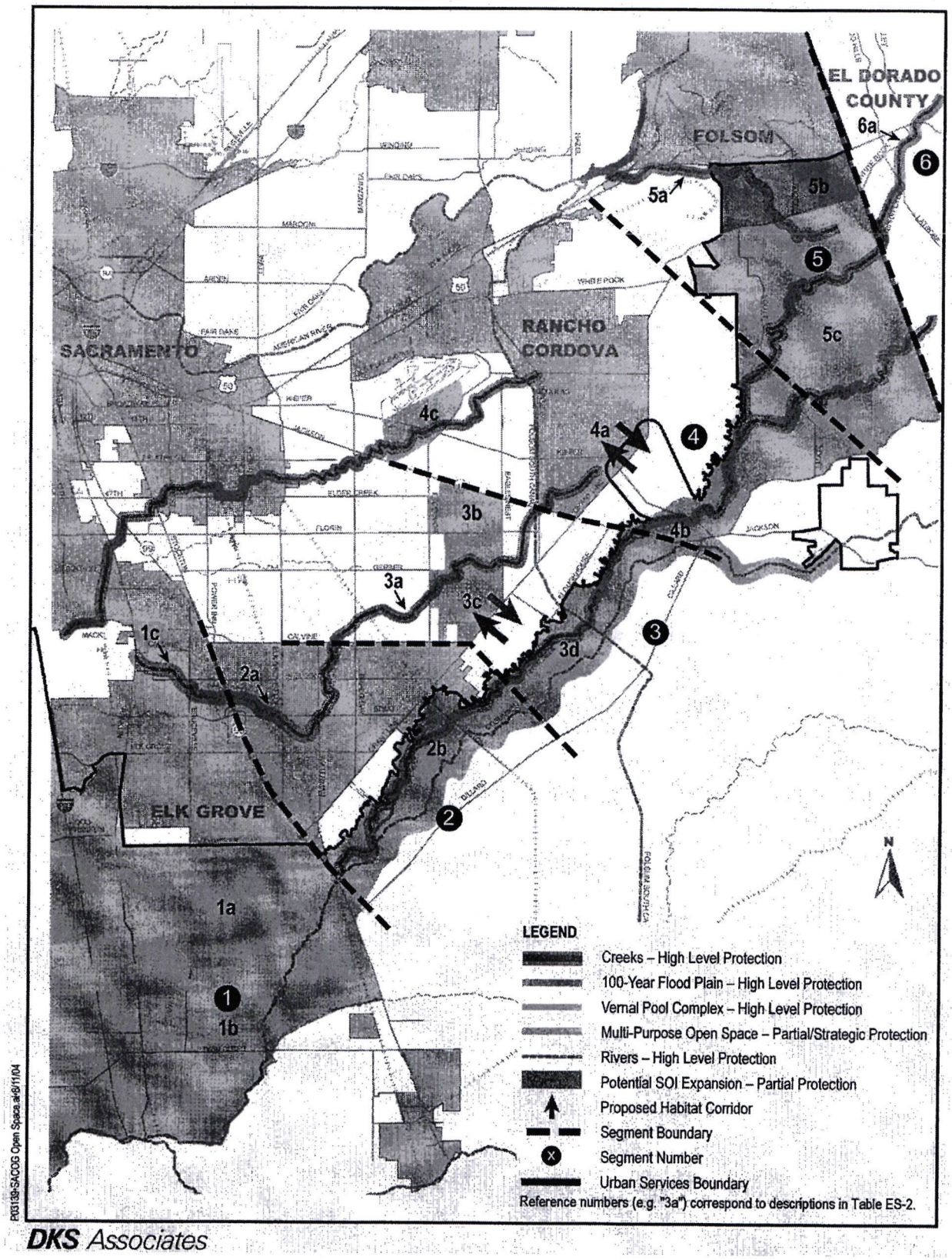

Table ES-2. Open Space Priorities Summary

Segment	Feature	Type	Description
1	1a	Agriculture, habitat, riparian, flood plain	South of Elk Grove/USB to Cosumnes River 100 year flood plain - Partial Protection focusing on sensitive habitat and prime/important farmland. Dependent on funding and willingness of landowners. This area is designated an "Urban Study Area" in the City of Elk Grove General Plan. The study will be done to determine the potential for urban growth this area.
	1b	Flood Plain	Cosumnes River 100 year flood plain
	1c	Habitat, riparian, water quality, recreation, flood plain	Laguna Creek from Stone Lakes NWR to SR 99
2	2a	Habitat, riparian, water quality, recreation, flood plain	Laguna Creek from SR 99 to Calvine Rd.
	2b	Flood Plain	Cosumnes River 100 year flood plain
3	3a	Habitat, riparian, water quality, recreation, flood plain	Laguna Creek from Calvine Rd. to Folsom South Canal
	3b	Habitat, vernal pool, agriculture	Vernal Pool Complexes
	3c	Habitat Corridor	Habitat Corridor crossing Grant Line Rd. accessing areas to the South East
	3d	Flood Plain	Cosumnes River 100 year flood plain
4	4a	Habitat Corridor	Habitat Corridor crossing Grant Line Rd. accessing areas to the South East
	4b	Flood Plain	Cosumnes River 100 year flood plain
	4c	Habitat, vernal pool, agriculture	Vernal Pool Complexes south of Mather Airport
5	5a	Habitat, riparian, recreation	Alder Creek
	5b	Oak woodlands, habitat, riparian, recreation	Potential Folsom SOI expansion south of US 50 to White Rock Rd., between USB and Scott Rd. (approx) - Partial protection focusing on Oak Woodlands. Dependent on funding, willingness of landowners, outcome of SOI study.
	5c	Agriculture, grazing, scenic, recreation, habitat, riparian, creek	East Sacramento County, between White Rock Rd. and Rancho Murieta/Jackson Rd., east of the USB to the El Dorado County line - Partial Protection focusing on sensitive habitat, and scenic corridor. Dependent on funding and willingness of landowners.
6	6a	Habitat, riparian	Carson Creek
	6b	Open Space Buffer	Adjacent open space buffer along the entire roadway alignment

RESOLUTION NO. 159 - 2004

ENDORSING THE ELK GROVE - RANCHO CORDOVA - EL DORADO CONNECTOR AND IDENTIFYING ALTERNATIVE TWO (II) AS THE CITY OF RANCHO CORDOVA'S PREFERRED ALTERNATIVE

WHEREAS, increases in population and employment within the Elk Grove – Rancho Cordova – El Dorado corridor are increasing congestion on the existing roadways that currently serve the corridor.

WHEREAS, as population and employment continue to grow, opportunities for open space preservation are diminished.

WHEREAS, the Elk Grove – Rancho Cordova – El Dorado Connector is identified in the Metropolitan Transportation Plan for 2025 and the 2005/2007 Metropolitan Transportation Improvement Program as a necessary transportation project for improving mobility in the region, and will provide multi-modal transportation options to the corridor.

WHEREAS, the Connector funding plan includes $15 million for open space preservation within the corridor to protect sensitive habitat, develop recreational open space, and mitigate the potential growth-inducing impacts of the transportation improvements.

WHEREAS, Conceptual Alternative Two (II) provides a mobility strategy that addresses the needs and objectives of the growing local community in balance with regional transportation needs.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Rancho Cordova officially endorses the Draft Elk Grove-Rancho Cordova-El Dorado Connector Concept Plan

The City of Rancho Cordova recommends Conceptual Alternative Two (II) be identified as the preferred alternative

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

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Linda Budge, Mayor
City of Rancho Cordova

ATTEST: _____
Lillian Hare, City Clerk

Memorandum

Date: October 18, 2004

To: City Council

From: Paul Junker, Planning Director
William Campbell, Principal Planner

Subject: Resolution Transferring Approval Authority of Model Homes to the Planning Commission.

Background

The City of Rancho Cordova adopted the Ordinance 47-2004 that would permit the City Council to transfer approval authority of design review to its designated planning agency. The Ordinance was prepared to allow for a faster transition of approval authority, when the City Council believed it is appropriate. Subsequent to the adoption of the Ordinance, the Planning Commission has been on two bus tours reviewing other jurisdictions urban designs and developing more expertise in reviewing and understanding the deign review process.

The Planning Commission has developed a design policy regarding the orientation of residential homes and their garages. The Policy has had significant effect on the over all designs of the new home products in the SunRidge Specific Plan, causing the home builders to re-orient their product, so more of the habitable space is forward of the garage plane. Staff believes the Commission is ready to take on the responsibility of design review of single family homes, at this time.

Recommendation

"I move the City Council adopt Resolution 160-2004 transferring Design Review authority for model homes in new subdivisions to the Planning Commission."

Attachments:

1. Draft Resolution 160-2004.

AGENDA ITEM # 19

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 160-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TRANSFERING APPROVAL AUTHORITY FOR MODEL HOMES WITHIN NEW SUBDIVISIONS TO THE PLANNING COMMISSION.

WHEREAS, the City Council adopted Ordinance 47-2004, in order to make timely transfers of design review authority by resolution, and

WHEREAS, the City Council wishes to transfer the approval authority of model homes within new subdivisions to the Planning Commission. The Planning Commission will review and approve, approve with conditions or deny the designs of model homes for new subdivisions, according to the provisions of the City's Design Review Ordinance.

NOW, THEREFORE, the City Council of the City of Rancho Cordova resolves that the Planning Commission is authorized to review and approve the designs of model homes in new subdivisions.

ADOPTED, THIS 18th day of October, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK