CONCURRENT MEETING
CITY COUNCIL/CRA/RCFC

Council Chambers
3121 Gold Canal Drive, Rancho Cordova, California

Monday, December 19, 2005

5:30 p.m. – Regular Meeting

AGENDA

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Robert J. McGarvey, Mayor

David M. Sander, Vice Mayor

Linda Budge, Council Member

Ken Cooley, Council Member

Dan Skoglund, Council Member

MAKING YOUR POINT – MAKING IT COUNT

Government decision-making takes time—time for public input, time for analysis, and time for weighing both sides of the issue before making an informed decision.

People sometimes complain that the process takes too long, delay progress, costs extra money and is frustrating for discussion participants. Others say that the process doesn't give people enough time to comment and that decisions are made too quickly without enough consideration for all sides of the issue.

The foundation for democracy in America is our constitutional right to tell our elected leaders what we think about issues that affect us. This right is enjoyed by all citizens, regardless of education, background, or experience. Rancho Cordova leaders welcome you to public meetings and encourage you to participate in discussions that affect you.

The way you present your message at the podium can help or hurt your ability to persuade your audience. It can either facilitate or obstruct the public participation process. Whether you are an experienced public speaker or speaking at the podium for the first time, it may be helpful to remember these public meeting tips:

- Identify your main points. Writing them down will help you organize your thoughts and remember them when you're at the podium.
- Check your facts. Accuracy improves your credibility and helps you make a positive impression.
- Handouts summarizing your position may be distributed to policy makers and staff before or after your presentation. Busy leaders appreciate clear, concise information (one or two pages) that helps them identify your key points and remember your presentation.
- Don't be nervous. If you are, don't apologize for it. Public Officials see many citizens who are nervous when speaking in front of an audience. It may help to take a deep breath and exhale slowly just before you approach the podium.
- As you begin to speak, state your name and address clearly for the record. If you represent a group or organization, please state that information as well.
- Make your position known at the beginning, then present supporting information. You will sound organized, which helps people to understand your position.
- Keep your presentation short and simple. Attention spans are brief and people will remember a short presentation better than they will one that rambles and includes too much information.
- Don't repeat yourself. It uses valuable time and people tune out when they hear the same thing over and over. If a previous speaker has already made the point you planned to make, simply refer to that speaker and emphasize your support for that position.
- Be cautious about using humor which is very subjective. While some may laugh, others may be offended.
- Persuade, don't badger your audience. Compelling presentations can be very persuasive to both policy makers and public meeting audiences; however, insulting or degrading language can make you appear belligerent, reducing your credibility as well as the power of your message.
- Close your comments with an action statement such as, "Adopt this resolution" or "I urge you to vote 'no' on this ordinance."

Rancho Cordova City leaders appreciate your interest in issues that affect the community. We hope these tips will help you prepare and present your remarks so they will be clear, concise, accurate and credible. If you follow these guidelines, your audience is likely to listen, pay attention, and maybe even agree with you!

Rancho Cordova City government is not the City Council, City staff or Rancho Cordova citizens – it's all of us working together to understand each others' opinions so we can make the best decisions for our community.

THANK YOU FOR PARTICIPATING!

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

City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

Monday, December 19, 2005
5:30 P.M. – Regular Meeting

AMENDED AGENDA

REGULAR MEETING

Call to Order

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

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

1. Reverend Mike Mitchum, Cordova Neighborhood Church, will give the invocation.

Presentations

2. Swearing-in of New Mayor
3. Presentation to Outgoing Mayor
4. Swearing-in of New Vice Mayor
5. Recognition of Cordova High School Band's Grand Sweepstake Win
6. Report on the Sacramento Transportation & Air Quality Collaborative and Recognition of Dennis Dunn's Service on the Board

ORAL COMMUNICATIONS

7. **Public Comment**

   Citizens wishing to address the Council for any matter on the agenda or not on the agenda may do so at this time by completing and submitting a (blue) Speaker Card to the City Clerk. **For items on the agenda, speakers will be called up to the podium by the**

Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

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

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

8. **Subject:** Minutes of City Council Meetings:
   a. Regular Meeting of November 21, 2005
   b. Special/Regular Meeting of December 5, 2005
   Recommendation: Adopt Minutes.

9. **Subject:** Second Reading of Ordinance No. 33-2005 Adopting a Permanent Citywide Transportation Impact Fee
   Recommendation: Waive second reading and adopt Ordinance No. 33-2005. **(Roll Call Vote)**
   Result of Recommended Action: Ordinance No. 33-2005 requires developers to pay the transportation impact fee adopted by the city on November 7, 2005 for each new residential unit that they construct. These funds will be used to build the new roads and traffic improvements needed for the city.
   Staff Report: Cyrus Abhar, Public Works Department

10. **Subject:** Awarding Contract to Responsive Bidder Royal Glass Company, Inc. in the amount of $251,946.00 for window glass at the New City Hall.
    Recommendation: Award contract to Royal Glass Company, Inc.
    Result of Recommended Action: Award of this contract will allow the installation of window glass at the new city hall building to be completed.
    Staff Report: Winfred DeLeon, Building Department

11. **Subject:** Approval of a Parcel Map at 10301 Mills Station Road, Subdivision No. RC-04-113, Subdivision of Lot 214 of Cordova Town North Unit No. 4, 71 BM 11 and Parcel D of 4 PM 11.
    Recommendation: Approve the parcel map.
    Result of Recommended Action: Approval of this item will result in the recording of the final parcel map.
    Staff Report: Cyrus Abhar, Public Works

12. **Subject:** Resolution Creating a Special Tax Area Zone 3 Within the Rancho Cordova Transit-Related Services Special Tax Area for the Capital Village Subdivision RC-04-123 and an Ordinance Establishing a Special Tax for Transit-Related Services for the Capital Village Subdivision Subject to Voter Confirmation
    Recommendation: Adopt Resolution No. 147-2005 and waive first reading and introduce Ordinance No. 31-2005. **(Roll Call Vote)**
    Result of Recommended Action: Resolution No. 147-2005 will establish a Tax Zone 3 in the city for the Capital Village development at Zinfandel and International and set the date for the transit-related services tax election
    Staff Report: Cyrus Abhar, Public Works

13. **Subject:** Resolution of Intention to Form Citywide Landscape Maintenance Community Facilities District No. 2005-2
Recommendation: Adopt Resolution No. 154-2005.
Result of Recommended Action: Resolution No. 154-2005 will declare Council's intention to establish the community facilities district, designate the name of the district, state the Council's intention to levy a special tax to pay for landscape maintenance services, and set a public hearing on this matter for February 6, 2006.
Staff Report: Cyrus Abhar, Public Works

14. **Subject:** Final Report of the Sacramento Transportation and Air Quality Collaborative
Recommendation: Receive the Sacramento Transportation and Air Quality Collaborative agreements and recommendations and accompanying final report.
Result of Recommended Action: Acceptance of this report's agreements and recommendations indicate specific actions that the Collaborative's participants recommend to its sponsoring agencies and will provide direction for inclusion of these materials within the City's long-range planning efforts.
Staff Report: Paul Junker, Planning

14a. **Subject:** Resolutions for Reimbursement Agreement between the City and the Community Redevelopment Agency
Recommendation: Adopt Resolution No. 156-2005 and Agency Resolution No. 157-2005.
Result of Recommended Action: Adoption of these resolutions will formalize the City's $400,000.00 advance loan to the Community Redevelopment Agency as well as establish a mechanism to provide additional funds to the Agency as needed for operating expenses and capital costs.
Staff Report: Bill Thomas, Finance

CONSENT PUBLIC HEARING ITEMS

15. **Subject:** Ordinance Amending Ordinance No. 18-2003 Changing the Functions of "Zoning Administrator" to "Planning Director" for Certain Administrative Approvals. The Planning Director Would be Able to Approve Minor Projects With or Without the Hearings, as Provided in the Zoning Code **(Continued from November 21, 2005 and December 5, 2005)**
Recommendation: Continue to January 17, 2006.
Result of Recommended Action: Continuation of this item will allow staff additional time to respond to questions from the Council regarding the amendments to Ordinance No. 18-2003.
Staff Report: Paul Junker, Planning

16. **Subject:** An Urgency Ordinance Extending Urgency Ordinance No. 24-2005 Adopting a Permanent Citywide Fee Transportation Impact Fee.
Recommendation: Adopt Urgency Ordinance No. 35-2005 extending Urgency Ordinance No. 24-2005 for 30 days. **(Roll Call Vote)**
Result of Recommended Action: Adoption of Urgency Ordinance No. 35-2005 will allow the citywide transportation impact fee to be imposed on new development prior to the permanent ordinance taking effect (Ordinance No. 33-2005 - Agenda Item #9 on this City Council agenda).
Staff Report: Cyrus Abhar, Public Works

17. **Subject:** Abandonment of a 60-Foot Irrevocable Offer of Dedication Along Lots 1, 2, and 7 of Book 29 of Parcel Maps Page 28 Located at the Northwest Corner of Douglas Road and Grant Line Road
Recommendation: Adopt Resolution No. 153-2005
Result of Recommended Action: Resolution No. 153-2005 will allow abandonment of this property. The property is not needed by the city for public improvements.
Staff Report: Cyrus Abhar, Public Works

PUBLIC HEARING ITEMS

18. **Subject:** An Ordinance to Approve a Development Agreement (DA) between the City of Rancho Cordova and the Sunridge Park Limited Partnership for the Sunridge Park Phase II Project, Located South of Douglas and East of Jaeger.
Recommendation: Waive first reading and introduce Ordinance No. 30-2005. **(Roll Call Vote)**
Result of Recommended Action: Ordinance No. 30-2005 authorizes the city to enter into an agreement that will vest the developer's right to build 181 units in exchange for paying the city: $1,500.00 per unit for renovation of existing parks, $450.00 per unit for supplemental police services, and other consideration.
Staff Report: Bill Campbell, Planning & Adam Lindgren, City Attorney

19. **Subject:** An Urgency Ordinance Adopting Rancho Cordova Municipal Code Chapter 16.130, Swainson's Hawk Impact Mitigation. This Item Proposes an Urgency Ordinance That Would Immediately Establish Guidelines for Mitigating the Impacts of Urban Development on Swainson's Hawk
Recommendation: Adopt Urgency Ordinance No. 23-2005. **(Roll Call Vote)**
Result of Recommended Action: Urgency Ordinance No. 23-2005 will establish regulations that allow developers to mitigate impacts to Swainson's Hawk through payment of a fee. The fee will be used to purchase suitable habitat for the endangered Swainson Hawk.
Staff Report: Paul Junker, Planning

20. **Subject:** An Ordinance Adopting Rancho Cordova Municipal Code Chapter 16.130, Swainson's Hawk Impact Mitigation. This Initiates the Adoption of a Regular Ordinance that Establishes Guidelines for Mitigating the Impacts of Urban Development on Swainson's Hawk
Recommendation: If Urgency Ordinance is not adopted, waive first reading and introduce Ordinance No. 34-2005. **(Roll Call Vote)**
Result of Recommended Action: Ordinance No. 34-2005 is identical to Urgency Ordinance No. 23-2005. It is recommended for adoption as an option if it is determined that an Urgency Ordinance is not the desired course of action by the Council.
Staff Report: Paul Junker, Planning

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

22. **Subject:** An Urgency Ordinance Extending a Moratorium on the Establishment and Operation of Medical Marijuana Dispensaries to Become Effective Immediately
Recommendation: Table and do not adopt the Urgency Ordinance. **(Roll Call Vote)**
Result of Recommended Action: The current moratorium on dispensaries will lapse. The moratorium is no longer necessary because Federal court decisions have confirmed that dispensaries are illegal
Staff Report: Steve Meyers, City Attorney

23. **Subject:** Amending Resolution No. 141-2005 Defining Transit-Related Services for the Rancho Cordova Transit-Related Services Special Tax Area
Recommendation: Adopt Resolution No. 152-2005.
Result of Recommended Action: Resolution No. 152-2005 adds a new paragraph to better define transit-related services.
Staff Report: Cyrus Abhar, Public Works

* 7:30 P.M. - BREAK

REGULAR CALENDAR ITEMS

24. **Subject:** Downtown Vision Presentation
Recommendation: Consider survey results and case studies; provide policy direction for the Downtown District.
Result of Recommended Action: By providing direction to staff for defining the Rancho Cordova downtown within the City's General Plan, policy language regarding the downtown will receive further review and consideration during the General Plan public hearing process.
Staff Report: Paul Junker/Pam Johns, Planning

25. **Subject:** Testing the Draft General Plan Land Use Map Against New Data
Recommendation: Provide direction to Planning staff regarding further preparation of the General Plan and revisions to the Draft General Plan Land Use Map
Result of Recommended Action: By providing direction to staff, the City Council will begin its review of the Draft Land Use Map. It is expected that the Council will take action on the Land Use Map in January 2006.
Staff Report: Paul Junker/Pam Johns, Planning

26. **Subject:** Council Member Appointments
Recommendation: Confirm the "Summary of Council Member Appointments for 2006".
Result of Recommended Action: Action on this item will identify and confirm the 2006 list of Council Members appointed to serve on various boards and committees.
Staff Report: Lillian Hare, City Clerk's Department

CORRESPONDENCE

COUNCIL REPORTS

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER'S REPORT

27. City Manager's Office Operations

ADJOURNMENT

UPCOMING MEETINGS	
***Tuesday, January 3, 2006**	***5:30 p.m. – Study Session In lieu of Regular Meeting*** **[**On Tuesday due to New Year's Holiday]**
***Tuesday, January 17, 2006**	***5:30 p.m. – Regular Meeting*** **[**On Tuesday due to Martin Luther King Holiday]**
***Monday, February 6, 2006**	***5:30 p.m. – Regular Meeting***
***Tuesday, February 21, 2006**	***5:30 p.m. – Regular Meeting*** **[**On Tuesday due to Presidents' Day Holiday]**

Tonight's meeting of the Rancho Cordova City Council/CRA/RCFC is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems, and will be shown in its entirety. Tune to Metro Cable Channel 14, for playback times. It will be webcast at www.sacmetrocable.tv. 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.

CERTIFICATION OF POSTING OF AGENDA

I, Carolyn Butler, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing AMENDED agenda for the December 19, 2005 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on December 16, 2005 at City Hall of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 16th day of December 2005 at Rancho Cordova, California.

Carolyn Butler

Carolyn Butler, Deputy City Clerk

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

City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

MINUTES

Monday, November 21, 2005
5:30 P.M. – Regular Meeting

REGULAR CONCURRENT MEETING

Call to Order

Mayor Cooley called the meeting to order at 5:36 p.m. and announced the cablecast playback schedule.

Present: Council Members Budge, McGarvey, Skoglund & Mayor Cooley
Absent: Council Member Sander
Staff Present: Gaebler, Abhar, Butler, Campbell, Haven, Lindgren, Olea-Moger, Snyder

Pledge of Allegiance

Council Member Skoglund led the Pledge of Allegiance.

Invocation

1. Pastor Ron Johnson, Cordova Baptist Church, gave the invocation.

Presentations

2. Cordova Community Collaborative for Healthy Children Report Findings on Health & Wellness Task Force – Isabel Aguirre, Linda Lee and Shelly Blanchard
3. Sacramento Metro Fire District Presentation – Board President Greg Granados & Fire Chief Don Mette
4. Birthday Recognition for Council Member Sander *(cake will be served at the break)*. Council Member Sander was absent.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Skoglund second by Budge and carried by 4:0 roll call vote (Council Member Sander absent), Council adopted the Consent Calendar with the exception of Item 8 which was pulled for separate action.

AGENDA ITEM # 8a

5. **Subject:** Minutes of City Council Meetings:
   a. Regular Meeting of September 19, 2005
   b. Regular Meeting of October 3, 2005
   Recommendation: Adopt Minutes.

6. **Subject:** Second Reading of Ordinance No. 22-2005 Regulating Commercial Solid Waste Collection, Transportation or Disposal and Establishing Commercial Solid Waste Collection Franchises
   Recommendation: Waive second reading and adopt Ordinance No. 22-2005. **(Roll Call Vote)**

7. **Subject:** Second Reading of Ordinance No. 25-2005 Amending Rancho Cordova Municipal Code Section 16.18.401 Relating to the Identification of Public Nuisances
   Recommendation: Waive second reading and adopt Ordinance No. 25-2005. **(Roll Call Vote)**

9. **Subject:** Approving Redevelopment Project Area Legal Description and Map of Proposed Project Area Boundaries and Ratification of Certain Agency Actions
   Recommendation: Adopt Resolution No. 146-2005.

10. **Subject:** Second Amendment to Existing Contract Between the City and Capitol City Tile & Marble for Ceramic Stone Tile Trade for the New City Hall
    Recommendation: Approve contract amendment #2 to City and Capitol City Tile & Marble.

11. **Subject:** Third Amendment to Existing Contract Between the City and DPR Construction, Inc. for Construction Management Services for the New City Hall
    Recommendation: Approve contract amendment #3 to DPR Construction, Inc.

The following Consent Calendar item was pulled for separate action:

8. **Subject:** Second Reading of Ordinance No. 27-2005 Amending the City of Rancho Cordova Zoning Code Title 3, Chapter 5 (Residential Use Development Standards) Regarding Placement and Screening of Trash Containers and Mechanical Equipment for Residential Projects
   Recommendation: Waive second reading and adopt Ordinance No. 27-2005. **(Roll Call Vote)**

ACTION: Motion by Budge second by McGarvey and carried by 4:0 roll call vote (Council Member Sander absent), Council adopted Ordinance No. 27-2005.

CONSENT PUBLIC HEARING ITEMS

Mayor Cooley opened the consent public hearing. There were no speakers. Mayor Cooley closed the consent public hearing.

ACTION: Motion by Budge second by McGarvey and carried by 4:0 roll call vote (Council Member Sander absent), Council continued this item to December 19, 2005.

12. **Subject:** Ordinance Amending Title I of the Rancho Cordova Zoning Code Regarding Illegal Uses
Recommendation: Waive first reading and introduce Ordinance No. 29-2005. **(Roll Call Vote)**

ORAL COMMUNICATIONS

13. **Public Comment**

None

PUBLIC HEARING ITEMS

14. **Subject:** Ordinance Amending Ordinance No. 18-2003 Changing the Functions of "Zoning Administrator" to "Planning Director" for Certain Administrative Approvals. The Planning Director Would be Able to Approve Minor Projects With or Without the Hearings, as Provided in the Zoning Code **(Continued from November 7, 2005)**
Recommendation: Waive first reading and introduce Ordinance No. 28-2005. **(Roll Call Vote)**

ACTION: By consensus (Council Member Sander absent), Council continued the item to December 5, 2005.

15. **Subject:** An Ordinance to Approve a Development Agreement (DA) in Order to Comply With Certain Conditions of Approval for the Sunridge Park Phase II Project
Recommendation: Continue to December 19, 2005.

ACTION: Motion by Budge second by McGarvey and carried by 4:0 roll call vote (Council Member Sander absent), Council continued the item to December 19, 2005.

REGULAR CALENDAR ITEMS

None

COUNCIL CORRESPONDENCE & REPORTS

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

CITY ATTORNEY REPORT

Assistant City Attorney Adam Lindgren disclosed under the Conflict of Interest Act G.C. Section 1090 that Council Member Skoglund is an employee of California Moving Systems. California Moving Systems intends to submit a bid for the relocation and move services of the existing City Hall furniture and supplies to the New City Hall. Council Member Skoglund satisfies the exceptions under G.C. Section 1090 as having a non-interest and is not a major stockholder of California Moving Systems. He will not be voting or participating in anyway on the City's consideration and award of the Relocation and Move Services bid.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Budge – Sacramento Sheriff's Department report specified illegal alcohol sales in the City of Rancho Cordova; directed the City Attorney to look at zero tolerance of illegal sales in the City.

Budge – Truck drivers parking on public streets should not be unpleasing or parking close to office buildings; directed staff to resolve parking issues.

CITY MANAGER'S REPORT

None

ADJOURNMENT

The meeting adjourned at 7:50 p.m.

_____
Carolyn Butler, Deputy City Clerk

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

City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

MINUTES

Monday, December 5, 2005
4:00 P.M. – Study Session
5:30 P.M. – Regular Meeting

STUDY SESSION

Call to Order

Mayor Cooley called the study session to order at 4:16 p.m.

Present: Council Members Budge, McGarvey, Sander, Skoglund & Mayor Cooley
Staff Present: Gaebler, Abhar, Carney, Hadley, McMahon, Meyers, Olea-Moger, Thomas, Trimberger, Treadwell, Snyder

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

Oral Communications:

A. Public Comment

None

Study Session Item

B. **Subject:** Review Citywide Goals and Objectives to Amend and Prioritize.
Recommendation: Provide direction to staff.

OUTCOME: Council reviewed the Citywide goals and objectives; staff will return in February 2006 to Council for the next step/review and status report.

Adjournment

The study session adjourned at 4:27 p.m.

AGENDA ITEM # 8b

REGULAR MEETING

Call to Order

Mayor Cooley called the meeting to order at 5:57 p.m. and announced the cablecast playback schedule.

Present: Council Members Budge, McGarvey, Sander, Skoglund & Mayor Cooley
Staff Present: Gaebler, Abhar, Butler, Hadley, Haven, Lindgren, Meyers, Olea-Moger, Thomas

Pledge of Allegiance

Jerry Jewell led the Pledge of Allegiance.

Invocation

1. Reverend Steve Krogh, Grace Lutheran Church, gave the invocation.

Presentation

Scary U 2005 Presentation—Jerry Jewell presented a certificate of appreciation to Council Member Sander for his support of this fund raiser.

At this time, Council reordered the agenda to take Item No. 12 next.

12. **Subject:** Selection of Mayor and Vice Mayor
Recommendation: That the Council select a Mayor and Vice Mayor. The ceremonial seating and swearing in of the new Mayor and Vice Mayor will take place at the next Council meeting on December 19, 2005.

ACTION: Motion by Skoglund second by Budge and unanimously carried by roll call vote to select Robert McGarvey as Mayor. Motion by Skoglund second by Budge and unanimously carried by roll call vote to select David Sander as Vice Mayor.

ORAL COMMUNICATIONS

2. **Public Comment**

The following individual addressed the Council:

- Rex Albright, President of Rancho Cordova Chamber of Commerce, to highlight formation of the Capital Air Show Group Inc., a non-profit organization to provide educational programs in the region and to operate an air show featuring the Blue Angels. The Capital Air Show will be held on March 18-19, 2006.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Budge second by Sander and unanimously carried by roll call vote, the Consent Calendar was approved.

3. **Subject:** Minutes of City Council Special/Regular Meeting of November 7, 2005
   Recommendation: Adopt Minutes.

4. **Subject:** Resolution Approving Addendum to Anatolia Subdivisions and Development Agreement Mitigated Negative Declaration to clarify information about sewer and water improvements.
   Recommendation: Adopt Resolution No. 149-2005.

5. **Subject:** Awarding Contract to Responsive Bidder Inter-Tel Technologies, Inc., for Telephone System at the New City Hall.
   Recommendation: Award contract to Inter-Tel Technologies, Inc.

CONSENT PUBLIC HEARING ITEMS

Mayor Cooley opened the consent public hearing. There were no speakers. Mayor Cooley closed the consent public hearing.

6. **Subject:** Ordinance Amending Ordinance No. 18-2003 Changing the Functions of "Zoning Administrator" to "Planning Director" for Certain Administrative Approvals. The Planning Director Would be Able to Approve Minor Projects With or Without the Hearings, as Provided in the Zoning Code **(Continued from November 7, 2005 and November 21, 2005)**
   Recommendation: Continue item to December 19, 2005.

ACTION: By consensus, Council continued Item #6 to December 19, 2005.

7. **Subject:** An Urgency Ordinance Extending Urgency Ordinance No. 24-2005 Adopting a Permanent Citywide Fee and Introduction of a Non-Urgency Ordinance Adopting a Permanent Citywide Transportation Impact Fee.
   Recommendation: Adopt Urgency Ordinance No. 32-2005 extending Urgency Ordinance No. 24-2005 for 30 days and waive first reading and introduce Ordinance No. 33-2005 adopting a permanent Citywide Transportation Impact Fee. **(Roll Call Vote)**

ACTION: Motion by Sander second by Skoglund and unanimously carried by roll call vote, Council adopted Urgency Ordinance No. 32-2005 and introduced Ordinance No. 33-2005.

PUBLIC HEARING ITEMS

8. **Subject:** Resolution Requesting an Extension from the Governor's Office of Planning and Research (OPR) for the Adoption of the City's General Plan and Making Findings Required by Statute
   Recommendation: Adopt Resolution No. 148-2005.

Mayor Cooley opened the public hearing. There were no speakers. Mayor Cooley closed the public hearing.

ACTION: Motion by Sander second by McGarvey and passed by 4:0 vote (Council Member Budge abstained), Council adopted Resolution No. 148-2005.

9. **Subject:** Mining Policy Fee Ordinance **(Continued from November 7, 2005)**
Recommendation: Continue item to January 17, 2006.

ACTION: By consensus, Council continued Item #9 to January 17, 2006.

REGULAR CALENDAR ITEMS

10. **Subject:** Resolution Authorizing Issuance of Special Tax Bonds for the Sunridge Anatolia Community Facilities District, Approving and Directing the Execution of a Supplemental Fiscal Agent Agreement, Approving the Form of the Preliminary Official Statement, Approving Sale of Bonds, and Approving Other Related Documents and Actions.
Recommendation: Adopt Resolution No. 151-2005.

    ACTION: Motion by McGarvey second by Budge and unanimously carried, Council adopted Resolution No. 151-2005 with the following amendments:

    - Third whereas clause and section one of the resolution for the special tax bonds maximum principal amount not to exceed $20,000,000.

11. **Subject:** Resolution Endorsing and Supporting Participation in the Upper Laguna Creek Collaborative
Recommendation: Adopt Resolution No. 150-2005.

Pam Speciale of Pacific Municipal Consultants reported on the environmental infrastructure and master plan for vision of the water corridor.

ACTION: Motion by Budge second by Sander and unanimously carried, Council adopted Resolution No. 150-2005.

CORRESPONDENCE

COUNCIL REPORTS

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

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Vice Mayor McGarvey requested City Attorney look into ordinance requiring all businesses in Rancho Cordova to display their business name and business service(s) in English.

Mayor Cooley requested consideration be given to ways to recognize Dave Roberts, Rancho Cordova's first Mayor in/at the new City Hall building.

CITY MANAGER'S REPORT

City Manager Ted Gaebler reported on the following items:

- Attendance to National League of Cities Conference this week in Charlotte, NC
- Possible cancellation of the work session scheduled for December 13.
- Closing of City Hall on December 9 from 8:00 a.m. to 12:00 p.m. for files clean-up in preparation of move into new City Hall.
- Signature timeline for this year's Christmas cards.

CLOSED SESSION

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

City Attorney Steve Meyers advised a Closed Session was not needed.

ADJOURNMENT

The meeting adjourned at 7:19 p.m. in memory of Code Compliance Manager Yvonne DeHann.

_____
Carolyn Butler, Deputy City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 33-2005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING CHAPTER 16.84 TO THE RANCHO CORDOVA MUNICIPAL CODE RELATING TO DEVELOPMENT IMPACT FEES FOR TRANSPORTATION IMPROVEMENTS

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

SECTION 1. Purpose and Authority. The purpose of this ordinance is to add Chapter 16.84 to the City of Rancho Cordova Municipal Code for the establishment of development impact fees in the City of Rancho Cordova ("City") for transportation improvements and provisions related thereto. The City Council enacts this ordinance pursuant to the authority granted to cities by Article XI, Section 7 of the California Constitution.

SECTION 2. Findings. The City Council determines and finds as follows:

a. Upon its incorporation, the City of Rancho Cordova adopted the Sacramento County General Plan as the City's General Plan, and has since taken several actions as part of a process of adopting its own general plan (the general plan and such additional actions are collectively referred to herein as the "General Plan").

b. The General Plan includes a description of the general location, capacity, and types of public facilities planned and needed to accommodate development anticipated to occur in the City. As reflected in the General Plan, the City must ensure that adequate public facilities are provided to serve new growth and maintain or improve existing levels of service within the City.

c. Subsequent to incorporation, the City enacted ordinances that continued in effect the Roadway and Transit Development Fees of Sacramento County (Sacramento County Code Chapter 16.87), as part of the Rancho Cordova Development Impact Fee program. These fees, however, were recently determined by the City Council to be insufficient to achieve the roadway, bicycle, and pedestrian improvements necessary to meet the demand directly or indirectly generated by new development in the City because the fees were based on outdated information that had not been revised or updated since 1993.

d. Recognizing that this insufficiency posed an immediate threat to the public health, safety and welfare of the residents of the City, the City Council notified the public of its intent to initiate a study of the cost of facilities needed and fees necessary to offset traffic impacts created by new development, and its intent to adopt a citywide traffic impact mitigation fee. On February 22, 2005, the City adopted Urgency Resolution No. 30-2005, which established an interim Traffic Impact Mitigation Fee in order to protect the health, safety and welfare of the community by ensuring that funds were collected to offset the impacts created by new development while the citywide traffic impact mitigation fee was being studied and formulated.

e. Thereafter, the City Council contracted with a consultant (Psomas) to assist it in evaluating the cost of necessary improvements, as shown in the General Plan. In addition, it contracted with a consultant (Revenue and Cost Specialists LLC) to prepare a nexus study ("Nexus Study") to calculate the development impact fees necessary to offset additional traffic

AGENDA ITEM # 9

impacts created by new development and address the deficiency in the City's transportation system.

f. The completed Nexus Study calculates the costs of the proposed transportation improvements and quantifies the development impact fees necessary to mitigate the impact of new development in the City, and discusses ways to fund improvements that cannot be wholly funded by new development.

g. To finance the needed public facilities, the City established an appropriate schedule of development impact fees that, consistent with statutory requirements (i.e., Government Code section 66000, et seq.), ensures that new development in the City pays no more nor less than its fair share of the cost of providing these public facilities.

h. City staff and the City Council have considered and analyzed the basis for establishment of the fees authorized by this Ordinance, and the need for and cost of the new public facilities and improvements necessitated by new development in the City to be funded by those fees, as further set forth in the Nexus Study. The City Council finds that the Nexus Study adequately establishes the basis for establishment of the fees, and describes the need for and cost of the new public facilities and improvements necessitated by new development in the City, to be funded by those fees, and accordingly approves of the Nexus Study.

i. Pursuant to California Public Resources Code Section 21080 (b)(8) and Title 14, Chapter 3 of the California Code of Regulations Section 15273(a)(4), the establishment of these development impact fees is statutorily exempt from the California Environmental Quality Act, because the fees are for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas in the City.

j. The purpose of the Transportation Impact Fee Program and the development impact fees established by this ordinance is to finance transportation improvements necessary to offset the impacts to the City's transportation system of new development in the City, to ensure that adequate funding is provided for improvements required to meet the demands of such new development, and to fund administration of the Fee Program.

k. The use of the Transportation Impact Fees is to fund the transportation improvements identified in the Transportation Impact Fee Program and to fund administration of the Fee Program.

l. There is a reasonable relationship between the use of the Transportation Impact Fees and the type of development projects on which the fees will be imposed because the fees will be imposed on commercial and residential development projects in the City that generate or contribute to the need for roadway, transit and/or pedestrian improvements, and are not imposed on projects that do not contribute to such need, as further set forth in the Nexus Study.

m. There is a reasonable relationship between the need for the identified transportation improvements and the type of development project on which the fee is imposed because the need for such improvements varies depending on the type of development project at issue, and the Transportation Impact Fee Program takes into account the type of development project at issue by only applying a fee to development that is likely to contribute to such need, and ensuring that such fee is proportional to the need, as further set forth in the Nexus Study

n. There is a reasonable relationship between the amount of the Transportation Impact Fees and the cost of the identified transportation improvements or portion of the identified transportation improvements attributable to the development on which the fees are imposed. As discussed in the Nexus Study, the amount of the Transportation Impact Fees is based on the type of development at issue, the number of building permits being generated by such development, and the anticipated impact of such development on the City's transportation system. The amount of the fees contemplates the relationship between such development's impact and the cost of roadway improvements that will be required to offset the impacts of such development.

o. The City Council, on November 7, 2005, adopted Urgency Ordinance No. 24-2005, adding, for a temporary period of time, Chapter 16.84 to the Rancho Cordova Municipal Code relating to development impact fees for transportation improvements. In addition, the Council adopted Resolution 127-2005, establishing the amount of the fees. The purpose of this Non-Urgency Ordinance is to permanently add Chapter 16.84 to the Rancho Cordova Municipal Code.

SECTION 3. Additions. Chapter 16.84 is hereby added to the City of Rancho Cordova Municipal Code, to read in its entirety as follows:

CHAPTER 16.84

ESTABLISHMENT OF DEVELOPMENT IMPACT FEES TO FINANCE THE COST OF TRANSPORTATION FACILITIES

Sections:

16.84.010 Purpose
16.84.020 Definitions
16.84.030 Establishment and Administration of the City of Rancho Cordova Transportation Fund
16.84.040 Establishment and Administration of the City of Rancho Cordova Transportation Administration Fund
16.84.050 Imposition of Transportation Impact Fee
16.84.060 Payment of Transportation Impact Fees
16.84.070 Adoption and Compliance with Schedule of Transportation Impact Fee Component
16.84.080 Establishment of Transportation Impact Fees
16.84.090 Calculation of Transportation Impact Fee Component
16.84.100 Establishment of Cost Per Unit for Land Uses
16.84.110 Credit for Construction of Transportation Improvements
16.84.120 Reimbursement for Construction of Transportation Improvements
16.84.130 Annual Program Fee Adjustment
16.84.140 Alternative Method and Compliance With Other Laws

16.84.010 PURPOSE.

(a) The General Plan of the City of Rancho Cordova requires that areas chosen for urban expansion shall be capable of being provided within a reasonable period of time with an adequate level of public facilities including, but not limited to, roadway facilities and transit facilities.

(b) The General Plan further requires the preparation of a plan that identifies a mechanism for financing those facilities necessary to serve urban development in

areas designated for urban expansion. The General Plan also contains additional policies for supporting funding and use of developer dedications, development fees, and other means to pay for an acceptable level of transportation facilities.

(c) The purpose of this chapter is to implement the General Plan requirements set forth in subdivisions (a) and (b) of this section and to use the authority in Article XI, Section 7 of the California Constitution by imposing development fees to fund the cost of certain transportation facilities, the need for which is directly or indirectly generated by the type and extent of development proposed in the City of Rancho Cordova, on which the fees will be imposed.

(d) It is the further purpose of this chapter to require that adequate provision is made for developer financed public facilities within the City of Rancho Cordova as a condition to any rezoning and prior to approval of certain permits within the City.

16.84.020 DEFINITIONS.

(a) "Areas" means those geographic areas established for public facilities financing purposes within the City of Rancho Cordova depicted in Figure 1 attached to this ordinance and incorporated herein by reference. Area 1 comprises the Infill area within the City. Area 2 comprises the specific plan area for new development within the City. A detailed map of each Area depicted on Figure 1 is on file with the City Public Works Department, and such maps are incorporated by reference herein.

(b) "Building Permit" means the permit issued or required for Residential Development, Non-Residential Development, Commercial Development, or other development within the City, pursuant to and as further defined by the City of Rancho Cordova Building Code.

(c) "City" means the City of Rancho Cordova.

(d) "City of Rancho Cordova Transportation Fund" means that special interest bearing trust fund established pursuant to Section 16.84.03.

(e) "City of Rancho Cordova Transportation Administration Fund" means that special interest bearing trust fund established pursuant to Section 16.84.040.

(f) "Commercial Development" means buildings constructed for the purpose of occupancy by retail, services, and other principally non-office businesses located on sites zoned SC Shopping Center, LC Limited Commercial, TC Travel Commercial, AC Auto Commercial, or GC General Commercial in accord with the City of Rancho Cordova Zoning Code or designated Commercial or Commercial Mixed Use (CMU). For purposes of this chapter, residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the Zoning Code are Residential Development rather than Commercial Development.

(g) "Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

(h) "Council" or "City Council" means the City Council of the City of Rancho Cordova.

(i) "Department" means the City of Rancho Cordova Public Works Department.

(j) "Development Impact Fee" or "Transportation Impact Fee" means the fee levied by this chapter upon the approval of one or more Building Permits.

(k) "Development Unit" means a dwelling unit, for Residential Development, or square foot of building floor area, for Non-Residential Development.

(l) "Director" means the Director of the Rancho Cordova Public Works Department.

(m) "Facilities" means those public facilities designated in the Rancho Cordova Transportation System Development Impact Fee Program.

(n) "Fee Resolution" means the resolution and fee schedule adopted by the City Council, as may be amended from time to time, that approves the amount of the Transportation Impact Fees.

(o) "Improvement Plan" means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova Public Works Department pursuant to Chapter 12.03 of the Rancho Cordova Municipal Code prior to the issuance of a building permit for the property.

(p) "Land Use Category" means detached dwelling units, attached dwelling units, mobile homes, commercial lodging units, or commercial uses as further defined in the Fee Resolution.

(q) "Non-Residential Development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobilehomes, or improvements thereto. Non-Residential Development includes Commercial Development. Typically, Non-Residential Development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the City of Rancho Cordova Zoning Code, but may also include buildings for use by churches, daycare centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either Residential Development or Non-Residential Development for purposes of this chapter.

(r) "Office Development" means buildings constructed for the purpose of occupancy by principally business and professional office uses located on sites zoned BP Business and Professional Office in accord with the City of Rancho Cordova Zoning Code or designated Commercial or CMU Commercial Mixed Use.

(s) "Planning Director" means the Planning Director of the City of Rancho Cordova.

(t) "Program Fee per Development Unit" means the development impact fee per Development Unit for a particular category of facilities. Such Program Fees, identified in the Fee Resolution, were established using an allocation of transportation system costs, as identified in Transportation System Capital Improvement Program, and total additional trip miles based on land use categories identified in the Nexus Study developed for the Transportation System Development Impact Fee Program.

(u) "Programmed Cost" means the estimated cost of constructing a facility based upon the unit costs for each construction item plus a fixed 30% for engineering and permits and a fixed 15% for construction contingency as set forth in the City of Rancho Cordova Transportation Impact Fee Program and its public facilities project cost estimates, as periodically updated and adopted by resolution of the Council.

(v) "Residential Development" means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, Residential Development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated CMU or another commercial zone. Institutional uses or other non-housing development allowed by special use permit to be constructed on sites zoned for residential use are Non-Residential Development for purposes of this chapter.

(w) "Single Family Residential Development" means buildings consisting of individual dwelling units or no more than two attached dwelling units for residential occupancy as single-family detached homes, single-family attached homes, duplexes, halfplexes, manufactured homes, mobilehomes, and residential accessory dwellings.

(x) "Transportation System Capital Improvement Program" means the projects identified and the cost estimates prepared, and as may be updated, for the transportation system facilities identified in the Interim General Plan Circulation Element and on the roadway sizing diagram within the City limits.

(y) "Transportation System Development Impact Fee Program", or "Transportation Impact Fee Program", means the Fee Schedule, including any amendments thereto, adopted by resolution by the Council for financing of designated public facilities to serve the City of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the Development Impact Fees collected pursuant to this chapter, the priority list ("Priority List") for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within each Area of the City of Rancho Cordova as established.

16.84.030 ESTABLISHMENT AND ADMINISTRATION OF THE CITY OF RANCHO CORDOVA TRANSPORTATION FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the City of Rancho Cordova Transportation Fund. All amounts collected from Transportation Impact Fees from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs identified in the transportation capital improvement program of the City of Rancho Cordova Transit System Development Impact Fee Program.

(b) The Transportation Fund shall be administered by the Director.

16.84.040 ESTABLISHMENT AND ADMINISTRATION OF THE CITY OF RANCHO CORDOVA TRANSPORTATION ADMINISTRATION FUND.

(a) There is hereby created by the Department of Finance in the City Treasury a special interest-bearing trust fund entitled the City of Rancho Cordova Transportation Administration Fund. All administration fees collected from Area 1 and Area 2

pursuant to this chapter shall be placed in said fund and shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs associated with administering the City of Rancho Cordova Transportation Impact Fee Program.

(b) The Transportation Administration Fund shall be administered by the Director.

16.84.050 IMPOSITION OF TRANSPORTATION IMPACT FEE.

No change in a land use zoning designation shall be approved within the City of Rancho Cordova unless payment of the Transportation Impact Fees established by this chapter is required of the property owner as a condition of such approval. No building permit shall be approved for property within the City of Rancho Cordova unless the Development Fees for that property are paid as required by this chapter.

16.84.060 PAYMENT OF TRANSPORTATION IMPACT FEES.

The Transportation Impact Fees imposed pursuant to this chapter shall be paid by the property owner to the Department, in an amount calculated pursuant to Section 16.84.090. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits.

16.84.070 ADOPTION OF THE TRANSPORTATION SYSTEM CAPITAL IMPROVEMENT PROGRAM AND COMPLIANCE WITH PRIORITY LIST OF CITY OF RANCHO CORDOVA TRANSPORTATION IMPACT FEE PROGRAM.

(a) The Council shall by resolution adopt the City of Rancho Cordova Transportation System Capital Improvement Plan of the City of Rancho Cordova Transportation System Development Impact Fee Program. The Council shall review the transportation capital improvement plan not less than annually and may amend it by resolution at its discretion.

(b) With the exception of facilities approved by the Director for construction by a property owner pursuant to Section 16.84.120, all facilities shall be funded in accordance with the priority list established for the City of Rancho Cordova Transportation Impact Fee Program.

16.84.080 ESTABLISHMENT OF TRANSPORTATION IMPACT FEES AND CREATION OF AREAS.

(a) A separate Transportation Impact Fee is hereby established for each of the following categories:

1. Specific Plan Transportation Impact Fee;
2. Infill Transportation Impact Fee;
3. Regional Transportation Impact Fee;
4. Transportation Administration Fee.

(b) There is hereby created two (2) initial Areas of the City of Rancho Cordova, as shown in Figure 1, attached to this ordinance and incorporated herein by reference.

(c) The Specific Plan Transportation Impact Fee shall apply to property within Area 2. The Infill Transportation Impact Fee shall apply to property within Area 1. The Regional Transportation Impact Fee shall apply to the Sunridge Specific Plan Area and the Villages of Zinfandel Special Planning Area within Area 2 and Area 1, respectively. The Transportation Administration Fee shall apply to all property within Areas 1 and 2.

(d) Future Areas of the Transportation System Development Impact Fee Program may be created as additional public facilities financing plans are implemented for remaining undeveloped areas outside of the City of Rancho Cordova that may be annexed to the City in the future.

16.84.090 CALCULATION OF TRANSPORTATION IMPACT FEE.

(a) For Residential Development, the Transportation Impact Fee shall be calculated by multiplying the number of units per land use category by a per unit cost as identified in the Transportation Impact Fee Program and Fee Resolution.

(b) For Non-Residential Development, the Transportation Impact Fee shall be calculated by multiplying the number of building square feet per land use category by a per square foot cost as identified in the Transportation System Impact Fee Program and Fee Resolution.

(c) For the purpose of calculating the Transportation Impact Fee for land use categories not specifically named in the Transportation Impact Fee Program and Fee Resolution, the Planning Director is hereby authorized to determine the land use category that corresponds most directly to the land use in question. Alternatively, the Planning Director can determine that no land use category adequately corresponds, and request the Public Works Director to determine the Transportation Impact Fee. Said Transportation Impact Fee will be determined using the applicable trip generation factors as found in the Institute of Transportation Engineers Trip Generation Manual.

(d) For the purpose of calculating the Regional Fee, the Regional Fee shall be calculated as the difference between the Transportation Impact Fee for Area 1 or Area 2, (depending on the location of the property at issue), and the transportation component of the specific plan fee, if any. If no specific plan fee exists, then the Regional Fee and the Transportation Impact Fee are equivalent.

(e) The Transportation Administration Fee per building permit shall be calculated as two percent (2%) of the sum of the transportation impact fees calculated pursuant to subsections (a), (b), or (c) above.

(f) The Transportation Impact Fees shall be paid by the property owner in the amount as calculated pursuant to subdivision (a), (b), (c) and (d) of this section for the categories of facilities established by Section 16.84.080.

(g) For the purpose of calculating Transportation Impact Fees pursuant to subdivision (a), (b), (c), and (d) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a Special Planning Area, the Director is hereby authorized to determine the per-unit or per-square foot costs for each fee category that corresponds most directly to the use and density.

(h) For the purpose of calculating Transportation Impact Fees pursuant to subdivision (a), (b), (c), and (d) of this section for building permits for land use categories not specifically named in this ordinance or the Transportation Impact Fee Program, the Director is hereby authorized to determine the per-unit or per-square foot costs for each fee category that corresponds most directly to the use and density.

16.84.100 ESTABLISHMENT OF COSTS PER UNIT FOR LAND USES WITHIN THE CITY OF RANCHO CORDOVA.

(a) Fees per unit for various land uses identified in the Fee Resolution were established using an allocation of transportation system costs as identified in Transportation System Capital Improvement Plan and total additional trip miles based on land use categories identified inthe Nexus Study developed for the Transportation Impact Fee Program.

(b) For specific land uses not identified in the Fee Resolution, the cost per daily trip-mile established by the Nexus Study and the trip generation rates established by the Institute of Traffic Engineers shall be used to calculate the fee per Dwelling Unit.

16.84.110 CREDIT FOR CONSTRUCTION OF TRANSPORTATION FACILITIES.

(a) Upon application by the property owner or his authorized agent, the Director may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the Priority List in the Transportation System Development Impact Fee Program in lieu of all, or a portion of, the Transportation Impact Fee required by this chapter. If so authorized, the credit toward Transportation Impact Fees to be provided to the property owner for such in lieu construction shall be equal to eighty percent (80%) of the programmed cost of the facility, as set forth in the Transportation System Development Impact Fee Program in effect at the time when the in lieu construction is so authorized, including, but not limited to, unit prices, quantities and project descriptions. , Prior to credit being given and/or issuance of any of the approvals set forth in Section 16.84.060 (e.g., approvals of building permits, subdivisions or zoning amendments), the construction of any facility authorized by this section must either be accepted by the Department, or the property owner must post security for the complete performance of the construction in a form acceptable to the Director and the City Attorney.

(b) Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining twenty percent (20%) of the programmed cost as designated in the Transportation System Development Impact Fee Program may be issued as a credit balance to the property owner that may be utilized within the City of Rancho Cordova as determined by the Director.

(c) Where the amount of the credit is less than the amount of the Transportation Impact Fee otherwise applicable to the development in question, the property owner must pay to the City the difference in accordance with Section 16.84.060.

(d) Where the amount of the credit is greater than the amount of the Transportation Impact Fee, the property owner shall be paid the difference only from the applicable Transportation Fund within a reasonable time after the project is accepted by the Department pursuant to Section 16.84.120 in order of priority on the Priority List in the Transportation System Development Impact Fee Program when funds are available.

(e) Where a facility is proposed for construction by the property owner, the Director at his discretion may either (1) provide the property owner with a credit pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to Section 16.84.120.

16.84.120 REIMBURSEMENT FOR CONSTRUCTION OF TRANSPORTATION PROJECTS IN ADVANCE OF THE TRANSPORTATION SYSTEM DEVELOPMENT IMPACT FEE PROGRAM PRIORITY LIST SCHEDULE.

(a) Upon application by the property owner or his authorized agent, the Director may enter into a reimbursement agreement authorizing the construction of any transportation facilities, or portions thereof, designated in the Transportation System Development Impact Fee Program. In addition to the requirements of subsection (d), the agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the City will only be made from the applicable Transportation Fund when funds are available.

(b) The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the Transportation System Development Impact Fee Program in effect at the time the construction contract is awarded for that specific facility. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction, based on the Priority List in the Transportation System Development Impact Fee Program, or as different timing is otherwise authorized by the Director.

(c) By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the Transportation Impact Fees in the manner and amount specified by this chapter.

(d) If the Director enters into an agreement authorized by subdivision (a) of this section, or credit agreement as authorized by Section 16.84.110(c) the agreement shall provide that:(1) The general fund of the City is not liable for payment of any obligations arising from the agreement; (2) the credit or taxing power of the City is not pledged for the payment of any obligations arising from the agreement; (3) the landowner shall not compel the exercise of the City taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and (4) the obligation arising from the agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the Transportation Impact Fees deposited in the applicable Transportation Fund.

(e) Property owner or his authorized agent shall apply for reimbursement as set forth in subdivisions (a) (b) (c) and (d) of this Section no later than four (4) years after the transportation project is constructed and accepted. Property owner shall waive the right of reimbursement for construction costs payable under this Section when the reimbursement is not applied for within said four (4) year limitation.

16.84.130 ANNUAL PROGRAM FEE ADJUSTMENT.

Beginning March 1, 2006, and thereafter each year no later than March 15, the Program Fee per Development Unit for each type of development in each fee category shall be adjusted as follows:

(a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.

(b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous January, however, the March 2006 adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for August 2005, and, if a new Program Fee has been adopted after January of the previous year, the adjustment factor shall use the "mean" index from the month that the fee was adopted.

(c) The new Program Fee per Development Unit shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this section, by the Program Fee per Development Unit in place prior to the annual adjustment.

(d) The estimated cost of the facilities used in the Transportation System Capital Improvement Program and for calculating credits and reimbursements pursuant to Sections 16.84.110 and 16.84.120 shall be adjusted annually using the same adjustment factor pursuant to subsections (a), (b) and (c) of this section.

16.84.140 ALTERNATIVE METHOD AND COMPLIANCE WITH OTHER LAWS.

(a) This chapter is intended to establish a supplemental method for funding the cost of certain facilities the need for which is expected to be generated by the level and type of development proposed in the City of Rancho Cordova. Excepted as provided in Section 4 of this Ordinance (continuance in effect of Roadway and Transit Development Fees established by Sacramento County), the provisions of this chapter shall not be construed to limit the power of the Council to impose any other fees or exactions or to continue to impose existing ones, on development within the City of Rancho Cordova, but shall be in addition to any other fee, exactions or other requirements that the City is authorized to impose, or has previously imposed, as a condition of approving plans, rezonings or other entitlements within the City of Rancho Cordova pursuant to state and local laws. In particular, individual property owners shall remain obligated to fund, construct, and/or dedicate the improvements, public facilities and/or pay other exactions authorized or required by, but not limited to: (1) the City of Rancho Cordova Public Works Department Improvement Standards; (2) the Sacramento County Municipal Services Agency Improvement Standards; (3) the Quimby Act (Government Code Section 66477 et seq.) and implementing ordinances (Chapter 22.40 of this Code); (4) school impact fees (Government Code Sections 65970 et. seq.) and implementing ordinances; and (5) Sacramento County drainage fees (County Water Agency Ordinance No. 1). Any credits or repayments pursuant to Sections 16.84.110 and 16.84.120 shall not include credits or repayment for the funding, construction or dedications described in this section.

(b) The construction of facilities by a private owner pursuant to Section 16.84.110 16.84.120 shall be performed and contracted for only as required by law, including but not limited to, compliance with the Department's Improvement Standards, and requirements for public works, if applicable to the particular facility."

SECTION 4. In Lieu Levy. The payment and administration of Transportation Impact Fees levied pursuant to this chapter will be in lieu of all other roadway fees paid and administered pursuant to City Ordinance No. 19-2003 that continued in effect the Roadway and Transit Development Fees established by Sacramento County Code Chapter 16.87 (as originally continued in effect by, and made applicable to the City pursuant to, City Ordinance No. 01-2003).

SECTION 5. No Effect. The payment and administration of Transportation Impact Fees levied pursuant to this chapter will not be in lieu of transportation fees paid and administered pursuant to Chapter 16.83 and Chapter 16.81 of the Rancho Cordova Municipal Code for the Sunridge Specific Plan and Villages of Zinfandel Special Planning Area roadway fee components.

SECTION 6. Severability.

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

SECTION 7. Effective Date . This ordinance shall take effect 30 days after its adoption and, pursuant to Government Code section 66017(a), the fees established hereby shall be effective 60 days after the adoption of this ordinance.

ADOPTED, this 19th day of December, 2005, by the following vote:

AYES:

NOES:

ABSENT:

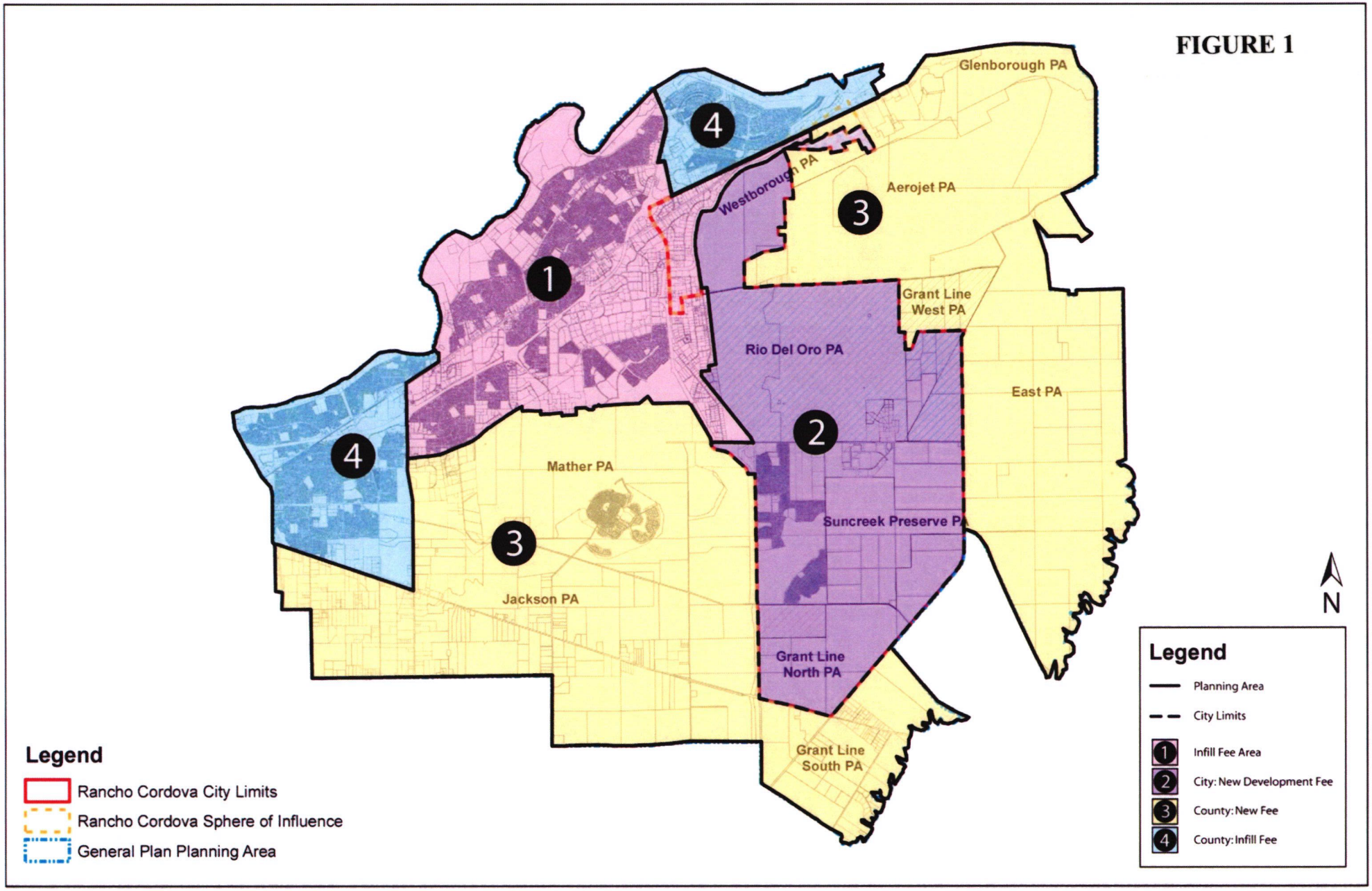
ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

FIGURE 1


Glenborough PA
Westborough PA
Aerojet PA
Grant Line West PA
Rio Del Oro PA
East PA
Mather PA
Suncreek Preserve PA
Jackson PA
Grant Line North PA
Grant Line South PA
1
2
3
4
N
Legend
Planning Area
City Limits
Infill Fee Area
City: New Development Fee
County: New Fee
County: Infill Fee
Legend
Rancho Cordova City Limits
Rancho Cordova Sphere of Influence
General Plan Planning Area

Staff report for Item 10 was not available at time of agenda duplication. It is available as a separate report.

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Winfred DeLeon, WDL Principal Engineer/Architect

SUBJECT: **AGREEMENT BETWEEN ROYAL GLASS COMPANY, INC. AND THE CITY OF RANCHO CORDOVA FOR THE NEW CITY HALL PROJECT, GLASS AND ALUMINUM STOREFRONT TRADE**

RECOMMENDATION

It is recommended that the subject contract be awarded to the lowest responsive bidder, **Royal Glass Company, Inc.** in the amount of $251,946. Contract Agreement between the City of Rancho Cordova and Royal Glass Company, Inc. is provided in **Attachment B**.

BACKGROUND

The work to be done on this contract consists, in general, of furnishing all labor, materials, tools and equipment necessary to furnish and install complete the glass and aluminum storefronts.

The original bids were solicited with the Sacramento Bee beginning August 8, 2005. These bids were to be opened on August 31, 2005, but due to late inquiries by potential bidders, it was determined that technical ambiguities were present in the bid documents and therefore pulled from the opening. After these ambiguities were deciphered, bids were once again solicited with the Sacramento Bee beginning September 10, 2005. The bids were publicly opened on September 27, 2005 at approximately 2:10 pm at 3121 Gold Canal Drive, Rancho Cordova 95670.

BID INFORMATION

Two (2) contractors bid on the project, however the apparent low bidder was deemed non-responsive. Numerous attempts were made to contact this apparent low bidder regarding the required bid documents absent from their bid package. However, no direct contact was ever made and no return calls were received. The original budget estimate was $100,000. However, with the project redesign and added scope, the estimate increased to $200,000. The lowest responsive bid was $250,223. The lowest responsive bid is 25% above the budget estimate. With the current bidding climate, the industry has been experiencing anywhere from a 20 to 50% upsurge above their cost estimates. The Bid Summary Sheet is provided in **Attachment A.** In addition, **Attachment C** provides a list of contract revisions that has revised the contract amount. Additional value engineering will be reviewed in an attempt to decrease this contract amount.

AGENDA ITEM # 10

Enclosure

Attachment A:	Bid Summary Sheet
Attachment B:	Agreement between Royal Glass Company, Inc. and the City of Rancho Cordova
Attachment C:	Revised Contract Amount Breakdown

ATTACHMENT A

Bid Package12 Glass / Aluminum Storefront

Rancho Cordova City Hall

September 27, 2005

Letter Designation	Contractor	Base Bid Amount	Acknowledge Schedule	Acknowledge Amendment B	Acknowledge Amendment C	Unit Price 1 Amount	Unit Price 2 Amount	Proposal Signed	Designation of Subs	Bidders Bond	Non-Collusion	Experience Qualification	Drug Free Workplace	Attended Jobsite Walk
A	Royal Glass Co.	250,223	YES	YES	YES	92.00	15,190	YES	YES	YES	YES	YES	YES	YES
B	Montey Glass, Inc	182,345	YES	YES	YES	112.00	3,850	YES		YES				YES
C														
D														
E														

CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
Royal Glass Company, Inc.

THIS AGREEMENT made and entered into this day of October 21, 2005, between the City of Rancho Cordova ("City") and Royal Glass Company, Inc. ("Contractor") as of October 21, 2005.

WITNESSETH:

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

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

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

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

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

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

Section 2. SCOPE OF WORK. **The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract as provided for and set forth in said Contract Documents, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Construction Manager and the City, both of whom shall have the right to reject any and all materials and supplies furnished by the Contractor that do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.**

Section 3. COMPLETION. **Said work shall be completed and ready for acceptance by the date specified in the project schedule, attached hereto as Exhibit "A," and incorporated by references into this Agreement.**

Section 4. PAYMENT. **Attached hereto as Exhibit "B" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of the Contract Documents , the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Two Hundred Fifty One Thousand, Nine Hundred Forty-Six Dollars and no/100 ($251,946.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications and the Special Provisions. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials. Payments requests by Contractor shall be submitted to DPR Construction Inc. for review and approval per DPR's Billing package attached hereto as Exhibit "C" The City will not pay any request for payment until DPR has informed the City that the request for payment is acceptable.**

Section 5. PREVAILING WAGES. **Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed n the execution of said work by Contractor, or**

by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 3121 Gold Canal Drive, Rancho Cordova, CA., the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

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

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

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

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

Section 9. INDEMNIFICATION. The Contractor shall defend, indemnify the City and save harmless the City as set forth in Section 6-2 of the Standard Specifications.

Section 10. MISCELLANEOUS PROVISIONS. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

Section 11. NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City shall provide the Contractor with notice of claims relating to this Agreement filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.

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

CITY OF RANCHO CORDOVA

Ted A. Gaebler, City Manager

Attest:

Lillian Hare, City Clerk

Approved as to Form:

Adam Lindgren, City Attorney

Royal Glass Company, Inc.

Signature

John G. Maggiore, President

Printed Name, Title

Client#: 2828 ROYALGLAS1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/05

PRODUCER
Construction Unit (F) (650) 839-6964
ABD Insurance & Financial Services
305 Walnut Street
Redwood City, CA 94063

RECEIVED
NOV 01 2005
DPR CONSTRUCTION

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Royal Glass Co. Inc.
3200 De La Cruz Blvd.
Santa Clara, CA 95054

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Insurance/PA	
INSURER B: Fireman's Fund Insurance	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	1534036	09/01/05	09/01/06	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	8262141	09/01/05	09/01/06	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	XSM69151900	09/01/05	09/01/06	EACH OCCURRENCE	$8,000,000
						AGGREGATE	$8,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	1270066	09/01/05	09/01/06	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: RGC#: 050053; Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. City of Rancho Cordova and DPR Construction, Inc., their officers, directors and employees are named as additional insureds as respects general liability per endorsements attached.

CERTIFICATE HOLDER

City of Rancho Cordova
Attn: DeVona Walt
3121 Gold Canal Drive
Rancho Cordova, CA 95670

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 1534036

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Rancho Cordova Attn: DeVona Walt 3121 Gold Canal Drive Rancho Cordova, CA 95670
Location And Description of Completed Operations: Re: RGC#: 050053; Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. City of Rancho Cordova and DPR Construction, Inc., their officers, directors and employees are named as additional insureds as respects general liability per endorsements attached.
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - WHO IS INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

POLICY NUMBER: 1534036

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of Rancho Cordova Attn: DeVona Walt 3121 Gold Canal Drive Rancho Cordova, CA 95670

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occuring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed on or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Re: RGC#: 050053; Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. City of Rancho Cordova and DPR Construction, Inc., their officers, directors and employees are named as additional insureds as respects general liability per endorsements attached.

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

Bond No. 4-58-35-57
Initial premium charged for this bond is $4,779.00
subject to adjustment upon completion of contract at applicable rate on final contract price.

GREAT AMERICAN INSURANCE COMPANY

CONTRACT BOND – CALIFORNIA
FAITHFUL PERFORMANCE – PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That we, ROYAL GLASS COMPANY, INC.

as Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto CITY OF RANCHO CORDOVA as Obligee, in the sum of TWO HUNDRED FIFTY ONE THOUSAND NINE HUNDRED FORTY SIX & NO/100 Dollars, ($ 251,946.00), for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 18th day of NOVEMBER, 2005

WHEREAS, the Principal and the Obligee have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 21st day of OCTOBER 2005, for:

FURNISH AND INSTALL GLASS AND GLAZING
FOR RANCHO CORDOVA CITY HALL

NOW THEREFORE, the condition of the foregoing obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately given by the Obligee to the Surety and shall be forwarded by registered mail to the Surety at its Administrative Office at 580 Walnut Street, Cincinnati, Ohio 45202.

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Obligee; but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards.

ROYAL GLASS COMPANY, INC. (SEAL)

(SEAL)
Principal

GREAT AMERICAN INSURANCE COMPANY

GREG McCARTNEY *Attorney-in-Fact*

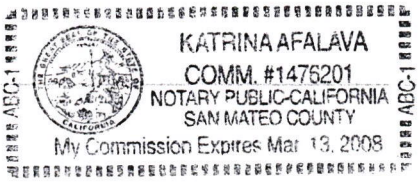
S.1052A–2/78

State of California

County of San Mateo

On NOVEMBER 18, 2005 before me, Katrina Afalava personally appeared **Greg McCartney** (x) 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 their name in his/her/their authorized capacity(s) 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.



Katrina Afalava

Katrina Afalava, Notary Public

Optional Information

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

The signer claims to be the attorney-in-fact of the company executing the attached document.

Any inquiries regarding the preparation of this document should be directed to:

James E. McGovern, Inc.
1625 El Camino Real
Belmont, CA 94002
(650) 593-8216

GREAT AMERICAN INSURANCE COMPANY

LABOR AND MATERIAL PAYMENT BOND — PUBLIC WORK

(California) BOND NO. 4-58-35-57

Premium included under performance bond.

KNOW ALL MEN BY THESE PRESENTS:

That we, ROYAL GLASS COMPANY, INC.,

as Principal and the GREAT AMERICAN INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of Ohio and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, in the sum of TWO HUNDRED FIFTY ONE THOUSAND NINE HUNDRED FORTY SIX & NO/100 Dollars, ($ 251,946.00), lawful money of the United States of America, for the payment whereof well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed with our seals and dated this 18th day of NOVEMBER 2005 ,XX.

The condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract, dated 21st OCTOBER 2005, XX, with CITY OF RANCHO CORDOVA

to do and perform the following work, to-wit:

FURNISH AND INSTALL GLASS AND GLAZING FOR
RANCHO CORDOVA CITY HALL

NOW, THEREFORE, if the above bounden PRINCIPAL, contractor, person, company or corporation, or his or its sub-contractor fails to pay for any materials, provisions, provender, or other supplies, or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 of the Civil Code, thereon of any kind, or fo amounts due under the Unemployment Insurance Code with respect to such work or labor performed by any such claimant. Includin any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of th contractor and his sub-contractors pursuant to Section 18806 of the Revenue and Taxation Code, that the SURETY on this bond wi pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed a costs in said suit and to be included in the judgment therein rendered.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Worl of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and sha inure to the benefit of any of the persons named in Section 3181 of the Civil Code, of the State of California.

ROYAL GLASS COMPANY, INC. (SEAL)

(SEAL)

Principal

GREAT AMERICAN INSURANCE COMPAN

GREG McCARTNEY *Attorney-in-Fact*

S-924B — 7/77

State of California

County of San Mateo

On NOVEMBER 18, 2005 before me, Katrina Afalava personally appeared **Greg McCartney** (x) 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 their name in his/her/their authorized capacity(s) 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.

KATRINA AFALAVA
COMM. #1476201
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
My Commission Expires Mar 13, 2008

Katrina Afalava, Notary Public

Optional Information

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

The signer claims to be the attorney-in-fact of the company executing the attached document.

Any inquiries regarding the preparation of this document should be directed to:

James E. McGovern, Inc.
1625 El Camino Real
Belmont, CA 94002
(650) 593-8216

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 13352

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorneyin-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
GREG McCARTNEY JAMES E. McGOVERN	BOTH OF BELMONT, CALIFORNIA	BOTH UNLIMITED

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of, JUNE, 2004.

Attest

GREAT AMERICAN INSURANCE COMPANY

DAVID C. KITCHIN (513-369-3811)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 25th day of JUNE, 2004, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. BERRY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 02-15-09

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of, NOVEMBER, 2005

ATTACHMENT C

Revised Contract Amount Breakdown

Meeting Notes from 10/15/05
with Royal Glass

Original Bid amount	$250,223.00
Deduct for door 151B	(3,630.00)
Add for removing Revolving door 101	18,944.00
Deduct for vision panels	(407.00)
Deduct for window 17	(2,384.00)
Deduct for film	(10,800.00)
New contract amount	$251,946.00

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **APPROVAL OF PARCEL MAP "SUBDIVISION NO. RC-04-113" BEING A SUBDIVISION OF LOT 214 OF CORDOVA TOWN NORTH UNIT NO. 4 OF 71 BM 11 AND PARCEL D OF 4 PM 11; ALSO KNOWN AS 10301 MILLS STATION ROAD**

RECOMMENDATION

Submitted herewith for approval is the parcel map of "Subdivision No. RC-04-113" being a subdivision of Lot 214 of Cordova town North Unit No. 4 of 71 BM 11 and Parcel D of 4 PM 11, located on the west side of Mills Station Road approximately 300 feet south of White Rock Road.

RESULT OF RECORMMENDAED ACTION

Approval of this item will result in the recording of the final parcel map.

STAFF REPORT

Cyrus Abhar/Marilyn Phelps, Public Works Department

BACKGROUND

This map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The City Planning Commission approved the Tentative Map on October 28, 2004. There are no delinquent taxes against the property and the Tax collector has so certified.

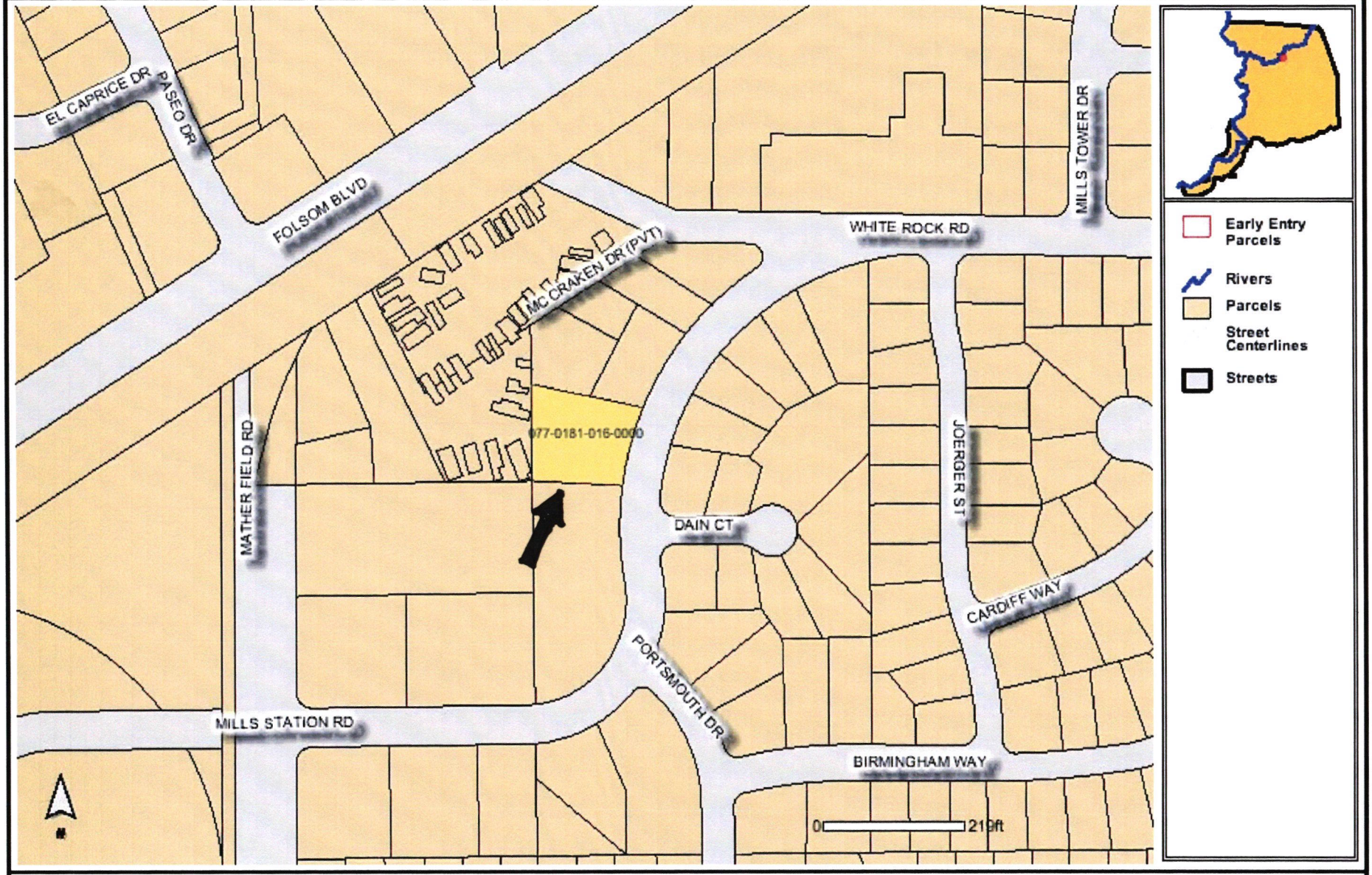
Attachment(s):

(1)Vicinity Map

(2) 8 ½ X 11 copy of parcel map

AGENDA ITEM # 11

CITY OF RANCHO CORDOVA



Note: This map was prepared for assessment purpose only and does not represent a survey

PARCEL MAP

SUBDIVISION NO. RC-04-113

LOT 214 OF CORDOVA TOWN NORTH UNIT
NO. 4 PER 71BM11 AND PARCEL D 4/PM/11

CITY OF RANCHO CORDOVA , COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

H.P. ENGINEERING AND CONSTRUCTION
JULY 2005
SHEET 2 OF 2

LEGEND

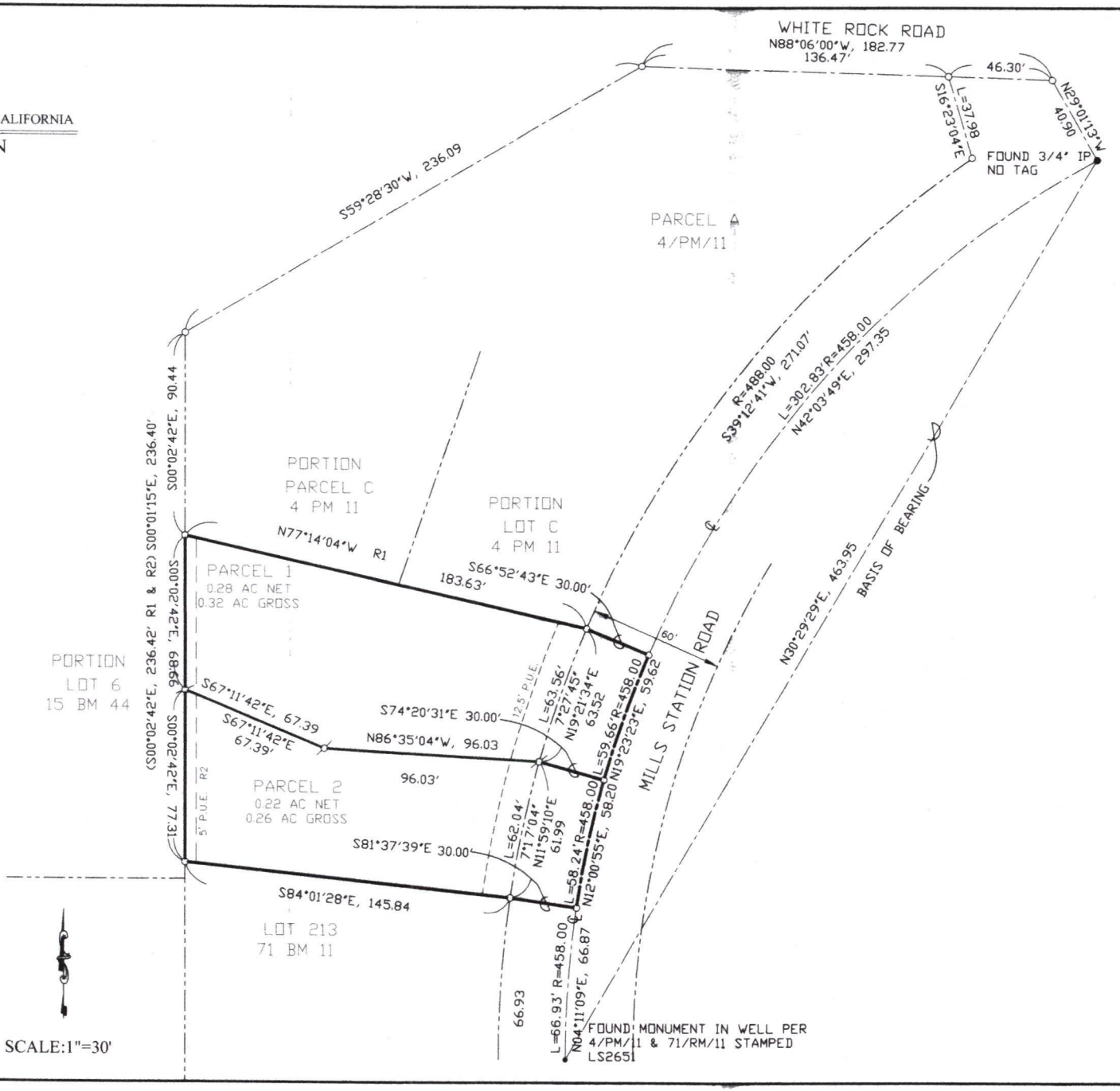
○.....DIMENSION POINT
◌.....SET 3/4" IP /PLASTIC PLUG STAMPED LS3752
● .....FOUND AS DESCRIBED
P.U.E. .....PUBLIC UTILITY EASEMENT
S.F. .....SQUARE FEET
( )..... SQUARE FEET
R 1 .....4/PM/11
R 2 .....71/BM/11

NOTES:

1) TOTAL AREA OF PARCEL MAP 21,836 SQUARE FEET, 0.5 ACRE.
2) PARCEL 1 AND 2 SHALL ENTER INTO A CROSS ACCESS EASEMENT AND MAINTENANCE AGREEMENT OVER THE EXISTING DRIVEWAY AT THE TIME OF SALE OF SAID PARCELS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS OF THIS SURVEY IS N30°29'29"E BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF MILLS STATION ROAD, PER 4/PM/11, AND 71/BM/11.



SCALE:1"=30'

PARCEL MAP

SUBDIVISION NO. RC-04-113

LOT 214 OF CORDOVA TOWN NORTH UNIT
NO. 4 PER 71BM11 AND PARCEL D 4/PM/11

CITY OF RANCHO CORDOVA , COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

H.P. ENGINEERING AND CONSTRUCTION

AUGUST 2005

SHEET 1 OF 2

OWNERS STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS PARCEL MAP AND DO HEREBY DEDICATE TO SPECIFIC PURPOSE OF THE FOLLOWING:

EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS STRIP OF LAND 12.5 FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC ROAD SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT."

TOP SHELF INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
CHRIS KENNEDY

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF Sacramento

ON August 4, 2005 , BEFORE ME Lindsay Lee DUFF ,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Chris Kennedy ~~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:
NAME:
SIGNATURE

LINDSAY LEE DUFF
Comm. # 1431567
NOTARY PUBLIC-CALIFORNIA
Placer County
My Comm. Expires July 20, 2007

MY COMMISSION NUMBER 1431567
MY COMMISSION EXPIRES July 20, 2007
MY PRINCIPAL PLACE OF BUSINESS IS Sacramento

TRUSTEE'S STATEMENT

THE MONEY MAN CORPORATION, A CALIFORNIA CORPORATION, TRUSTEE UNDER DEED OF TRUST DATED APRIL 27, 2004, IN BOOK 20040427, PAGE 0498 OF OFFICIAL RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP.

BY: _____, VP
DATE: 8/4/05

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ON 8/4/05 , BEFORE ME Lindsay Lee DUFF ,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED George M. Eckert 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:
NAME: Lindsay Lee DUFF
SIGNATURE

LINDSAY LEE DUFF
Comm. # 1431567
NOTARY PUBLIC-CALIFORNIA
Placer County
My Comm. Expires July 20, 2007

MY COMMISSION NUMBER 1431567
MY COMMISSION EXPIRES July 20, 2007
MY PRINCIPAL PLACE OF BUSINESS IS Sacramento

IMPROVEMENT REQUIREMENTS

THE FOLLOWING PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE COUNTY OF SACRAMENTO IMPROVEMENT STANDARDS WITHIN A REASONABLE TIME FOLLOWING APPROVAL OF THE PARCEL MAP AND PRIOR TO THE ISSUANCE OF ANY PERMIT OR OTHER GRANT OF APPROVAL FOR DEVELOPMENT OF THE HEREON CREATED PARCELS:

STREET: CLASS A
SEWER: N/A
STREET LIGHT: N/A
DRAINAGE: N/A
WATER/ HYDRANTS: NOT REQUIRED

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 ORDINANCES AT THE REQUEST OF STEVE TOROK IN JUNE 2004. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

LICENSED LAND SURVEYOR
GARRY A. WELDON
No. 3752
STATE OF CALIFORNIA

July 22, 05
DATE

REGISTRATION NUMBER: LS3752

GARRY ALAN WELDON _____
EXPIRATION DATE: JUNE 30, 2006

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE APPROVED TENTATIVE MAP APPROVED BY THE CITY COUNSEL OF THE CITY OF RANCHO CORDOVA AN ANY APPROVED ALTERATION 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.

DATE: _____

CITY ENGINEER, CYRUS E. ABHAR, P.L.S. 7723
EXPIRES 12-31-05

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS PARCEL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION.

_____
CITY CLERK OF THE CITY OF RANCHO CORDOVA

DATE: _____

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ , 20___ , AT _____ —M. IN BOOK _____ OF PARCEL MAPS AT PAGE _____ AT THE REQUEST OF STEVE TOROK. TITLE TO THE LAND INCLUDED IN THIS PARCEL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN _____ THIS OFFICE.

MARK NORRIS
RECORDER OF SACRAMENTO COUNTY

BY: _____ DEPUTY

BOOK: _____ PAGE: _____

Staff Report

DATE: December 19, 2005

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **A RESOLUTION CREATING SPECIAL TAX AREA ZONE 3 AND AN ORDINANCE ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE CAPITAL VILLAGE SUBDIVISION, SUBJECT TO CONFIRMATION**

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 147-2005 and introduce Ordinance No. 31-2005. Action on this item will establish Zone 3 of the Transit-Related Services Special Tax Area for the Capital Village project and set the date for the transit-related services tax election.

DISCUSSION

The City has determined that the cost of providing City transit-related services will exceed existing municipal revenues. The City Council adopted Resolution No. 141-2005 at the November 7, 2005 City Council meeting providing for a special tax for transit-related services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision and an ordinance that is subject to voter conformation. Because the voters will effectuate the ordinance it is not necessary to conduct a first and second reading of the ordinance. Pursuant to Elections Code section 9215, initiative ordinances may be adopted by a City Council without multiple readings. The voters subject to the tax will vote on the ordinance creating the special tax which will become effective upon approval of two-thirds of voters voting within Zone 3.

For the Capital Village project, a subdivision map and related documents have been submitted for City approval and the developers have agreed to the special tax. Beazer Homes and Hearthstone Multi-Asset Entity B. L.P. are the current owners of the approximately 117-acre mixed-use development, with 827 residential units. The Capital

AGENDA ITEM # 12

Village project will consist of approximately 827 residential units and 266,000 square feet of retail space on 146.4 acres. Of the residential units 562 will be traditional single-family detached residences with between 1,300 and 2,300 square feet of living space. 222 units will be single-family town homes in five-plex and six-plex configuration with the homeowner having fee title (soil to air) between 1,200 and 1,700 square feet of livable space. 43 units will be live/retail units providing 800 square feet of retail space. The total project retail figure of 266,000 square feet assumes that 31 of the 43 live/retail units will be utilized for retail purposes. There will be 1,647 parking spaces provided for the commercial properties. Additionally there will be roughly 7.6 acres of gross park acreage and 1.9 acres of open space.

The City Council, on March 21, 2005, approved the tentative subdivision map and a general plan amendment for the development (via Resolution No. 35-2005). The transportation tax requirement was made a condition of approval of the map approval. This item will establish Tax Area Zone No. 3, the boundaries of which will be contiguous to the boundaries of the Capital Village project. In addition to creating the special tax, the ordinance will also set the date for the transportation tax election, which will be held on January 17, 2006, at which time the ballot(s) will be tabulated by the City, and the results declared at the City Council meeting.

ATTACHMENTS

1. Resolution Creating Special Tax Area Zone 3

2. Ordinance Establishing a Special Tax for Transit-Related Services Subject to Voter Confirmation within the Capital Village Subdivision

CITY OF RANCHO CORDOVA

RESOLUTION NO. 147-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CREATING SPECIAL TAX AREA ZONE 3 WITHIN THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA FOR THE CAPITAL VILLAGE SUBDIVISION

WHEREAS, it is the intention of the City Council to create Zone 3 within the City of Rancho Cordova Transit-Related Services Special Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to propose to the voters an ordinance establishing a special tax for transit-related services within Zone 3; and

WHEREAS, the City recognizes the need for increased transit-related services in Zone 3 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct an election by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, the property owners within Zone 3 within the Rancho Cordova Transit-Related Services Special Tax Area have waived the election time requirements under Elections Code Section 4000 and have authorized the election to take place at an earlier date; and

WHEREAS, the Capital Village tentative subdivision map was approved by the City on March 21, 2005. The Capital Village project will consist of approximately 827 residential units and 266,000 square feet of retail space on 146.4 acres. Of the residential units 562 will be traditional single-family detached residences with between 1,300 and 2,300 square feet of living space. 222 units will be single-family town homes in five-plex and six-plex configuration with the homeowner having fee title (soil to air) between 1,200 and 1,700 square feet of livable space. 43 units will be live/retail units providing 800 square feet of retail space. The total project retail figure of 266,000 square feet assumes that 31 of the 43 live/retail units will be utilized for retail purposes. There will be 1,647 parking spaces provided for the commercial properties. Additionally there will be roughly 7.6 acres of gross park acreage and 1.9 acres of open space. Condition No. 56 of Resolution No. 35-2005 requires the applicant to participate in the provision of funding to maintain and augment transportation services as provided by County Service Area No. 10. This will be accomplished by the voters voting to approve a special tax for the lots

created by the approval. The initial annual tax is to be $80 per low density residential dwelling unit or low density residential dwelling unit equivalent, $64 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, $48 per high density residential dwelling unit or high density residential dwelling unit equivalent, $2,051 per retail and service commercial acre, and $1,763 per commercial mixed use acre, subject to an annual inflator formula based on the Consumer Price Index for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the transportation tax); and

WHEREAS, for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 3 is a person who owns real property within Zone 3, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council submits an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 3. At the time that the Council adopted this Resolution, there were 0 registered voters residing within Zone 3 and 2 property owners. Because the Transit-Related Services Special Tax will be imposed on property in Zone 3 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 3 is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

NOW, THEREFORE, be it resolved as follows:

Section 1. That portion of the City of Rancho Cordova as described in **Exhibit A** and shown on the Map, **Exhibit B** hereto, is established as Zone 3 of the Rancho Cordova Transit-Related Services Special Tax Area.

Section 2. That Ordinance No. 31-2005, reviewed and approved by the City Council on the same date as this resolution, is to be presented for approval of the voters of Zone 3 by a mail ballot election, to be held on January 3, 2006. The ballot proposition shall read as follows:

> "Shall Ordinance No. 31-2005 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 3 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"

Section 3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the

same date as a statewide direct primary election on statewide general election, or on a date mutually agreed upon by City and the voters, as specified above.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of December, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

EXHIBIT A

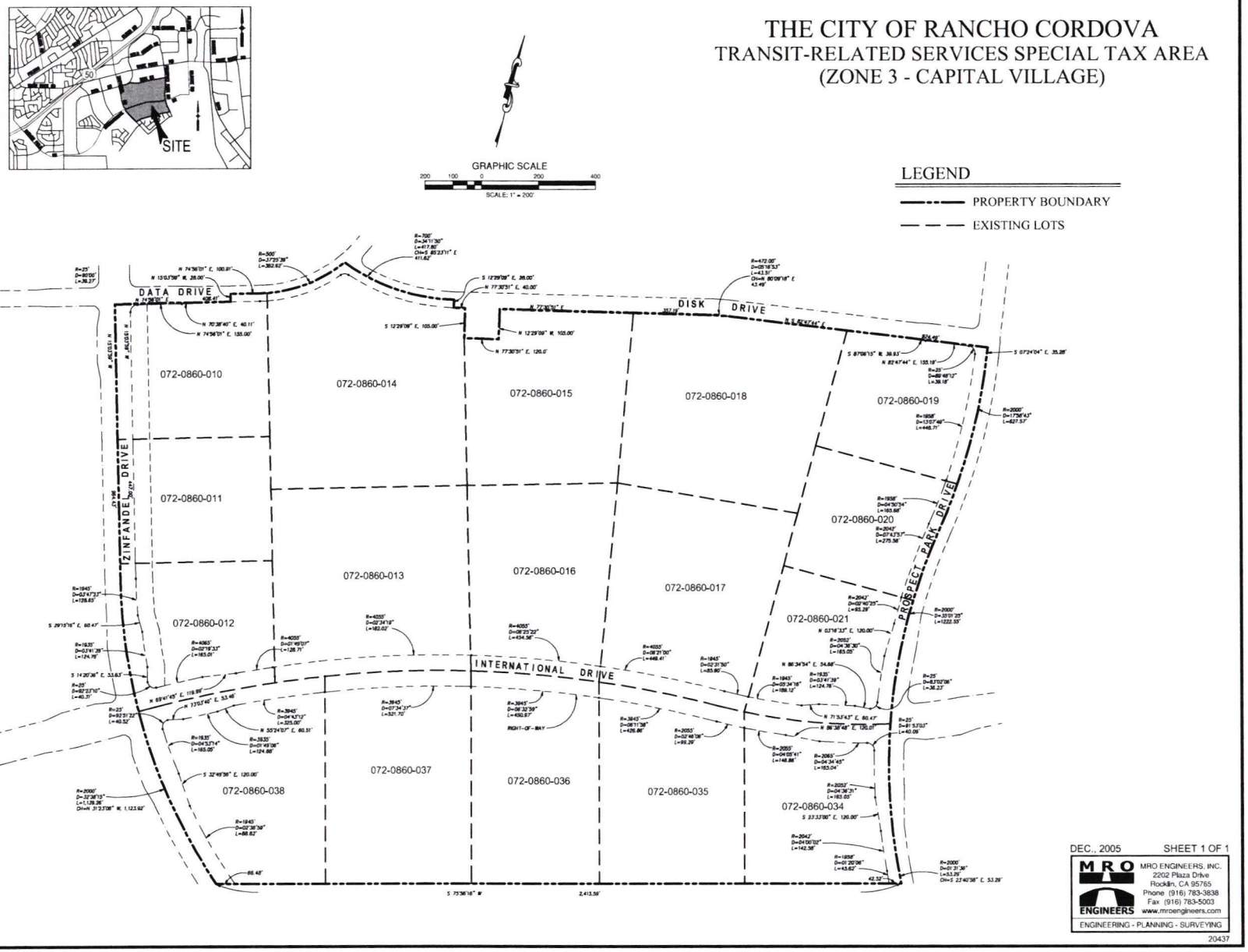
Description of Property

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

Parcels 47 through 58 and 70 through 74 inclusive as shown on that certain Parcel Map entitled "Capital Center II" filed April 10, 1986, in Book 93 of Parcel Maps, Page 7, Sacramento County Records.

APN's: 072-0680-010 through 072-0680-021
072-0680-034 through 072-0680-038

Exhibit B



THE CITY OF RANCHO CORDOVA
TRANSIT-RELATED SERVICES SPECIAL TAX AREA
(ZONE 3 - CAPITAL VILLAGE)

DEC., 2005 SHEET 1 OF 1

MRO ENGINEERS
MRO ENGINEERS, INC.
2202 Plaza Drive
Rocklin, CA 95765
Phone (916) 783-3838
Fax (916) 783-5003
www.mroengineers.com
ENGINEERING - PLANNING - SURVEYING

20437

N:\2004\20437 CAPITAL VILLAGE - BAZZER\WORKING\CADD\PLAN EXHIBITS\20437-PUBLIC-LANDSCAPE-MAINTANANCE-2.DWG Dec 13, 2005-12:40 pm RDAWS

CITY OF RANCHO CORDOVA

ORDINANCE NO. 31-2005

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE CAPITAL VILLAGE SUBDIVISION SUBJECT TO VOTER CONFIRMATION

THE VOTERS OF ZONE 3 OF THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA DO 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 receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it has become clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related 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 3 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone"). The voters of Zone 3 recognize the importance of adequate transit-related services to the entire Rancho Cordova community and approve this tax to ensure that those services will be maintained and improved citywide.

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. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents of Zone 3.

At the time that the Council submitted this Ordinance to the voters of Zone 3, there were 0 registered voters residing there and 2 property owners. Because the Transit-Related Services Special Tax will be imposed on property in Zone 3 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-related Services Special Tax to property owners in Zone 3 is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

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 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. "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 the boundaries of Zone 3 nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 3" (the "Zone") 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.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology

described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

H. "Voter" means a person who owns real property within Zone 3, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council submits an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 3.

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2006 through June 30, 2007) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on **Exhibit C** hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in **Exhibit C** shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

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 3 for the then current fiscal year, as set forth below.

For each Property Use 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 Immediately Preceding Fiscal Year	X	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year **OR** 6 percent, whichever is less

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.

C. Nature of Tax Levy.

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 procedures regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and

2. 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.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.

2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.

3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIIIC, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent

of the votes in the City for all candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

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 3 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 approval by two-thirds of the voters voting within the Zone in an election to be held on January 3, 2006 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2006.

APPROVED by the following vote of the Voters of Zone 3 of the Rancho Cordova Transit-Related Services Special Tax Area on January 3, 2006.

ADOPTED by Declaration of the vote by the City Council of the City of Rancho Cordova on _____:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

EXHIBIT A

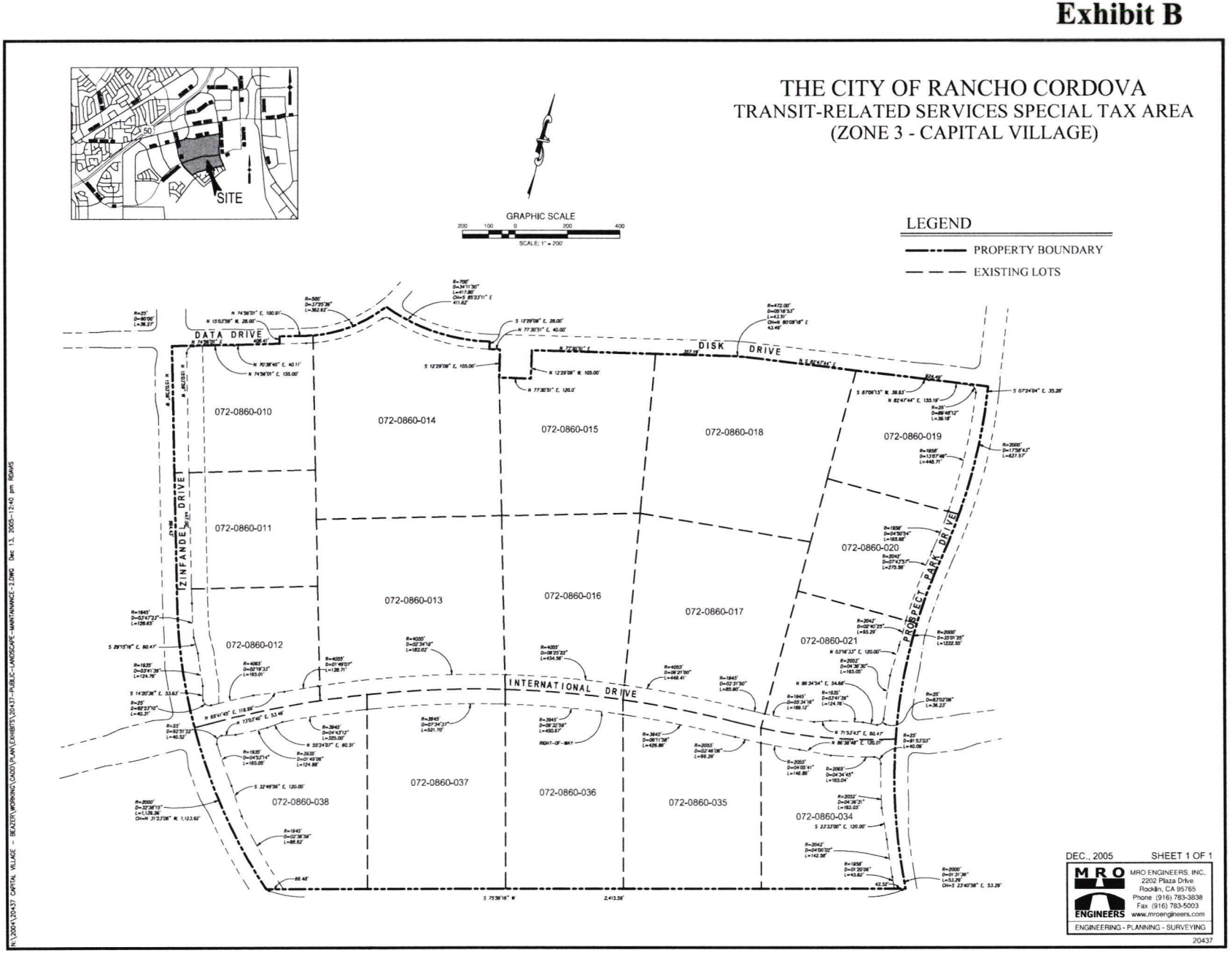
Description of Property

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

Parcels 47 through 58 and 70 through 74 inclusive as shown on that certain Parcel Map entitled "Capital Center II" filed April 10, 1986, in Book 93 of Parcel Maps, Page 7, Sacramento County Records.

APN's: 072-0680-010 through 072-0680-021
072-0680-034 through 072-0680-038

Exhibit B



THE CITY OF RANCHO CORDOVA
TRANSIT-RELATED SERVICES SPECIAL TAX AREA
(ZONE 3 - CAPITAL VILLAGE)

DEC., 2005 SHEET 1 OF 1

MRO ENGINEERS, INC.
2202 Plaza Drive
Rocklin, CA 95765
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ENGINEERING - PLANNING - SURVEYING

20437

N:\2004\20437 CAPITAL VILLAGE - BEAZER\WORKING\CADD\PLAN\EXHIBITS\20437-PUBLIC-LANDSCAPE-MAINTAINANCE-2.DWG Dec 13, 2005 - 12:40 pm RDAWS

EXHIBIT C

Amount of Tax per Parcel by Land Use Category

A. Residential Dwelling Units

The amount of Tax per Parcel for Residential Land Use Categories shall be $80 per low density residential dwelling unit or low density residential dwelling unit equivalent, $64 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, $48 per high density residential dwelling unit or high density residential dwelling unit equivalent, (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

The amount of Tax per Parcel for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be $2,051 per retail and service commercial acre, and $1,763 per commercial mixed use acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION OF INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2005-2 (LANDSCAPE MAINTENANCE)**

RECOMMENDATION

Staff recommends the Council adopt Resolution No. 154-2005 of Intention to form the Community Facilities District No. 2005-2 (Landscape Maintenance). Action on this item will declare the Council's intention to establish the CFD, designate the name of the district, state the Council's intention to levy a special tax to pay for landscape maintenance services, and set 5:30 p.m. on February 6, 2006 as the time and date for a hearing on the matter.

BACKGROUND

The Council approved a tentative subdivision map called "Capital Village" (now known as Capital Village Subdivision) on March 21, 2005. Included in the approval was the following condition:

> "The applicant shall vote in favor of the establishment and financing of long term maintenance provisions for landscaping within and adjacent to major streets: Zinfandel Drive, International Drive, Prospect Park Drive, Disk Drive, Data Drive, Road "A", Road "B" and Road "C".

The property owners have requested the City form a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 53311 et seq.) to provide the method of financing for landscape maintenance services required to meet the condition.

DISCUSSION

The property owners submitted a petition for the City to institute the proceedings to form a Mello-Roos Community Facilities Landscape Maintenance District. In addition, the property owners advanced funds to fund costs associated with the formation of a

community facilities district. This district is proposed to be called the City of Rancho Cordova Community Facilities District No. 2005-2 (Landscape Maintenance), County of Sacramento, State of California (hereinafter referred to as "CFD No. 2005-2". CFD No. 2005-2 will initially include the Capital Village Subdivision project, but can expand in the future as other projects in need of landscape maintenance annex to the district. The maintenance services to be funded by special taxes include the maintenance, repair, and replacement of landscape facilities that are located within subdivision landscape corridor lots. Section 53320 of the Mello-Roos Act requires that your Council consider a resolution of intention to form a community facilities district within 90 days after a petition is filed with your Council.

A Resolution of Intention to establish CFD No. 2005-2 is attached for your Council's consideration. The resolution sets forth your Council's intention to establish the CFD, designates the name of the district, identifies the landscape maintenance services to be funded, and states your Council's intention to levy a special tax to pay for these services. The resolution also sets 5:30 p.m., or as soon thereafter as possible, on February 6, 2006 as the time and date for a hearing on the matters set forth therein. Notice of the Public Hearing will be published in the Daily Recorder at least seven days prior to the hearing date. Furthermore, a notice of the hearing will be mailed to each property owner within the proposed district boundaries.

Attached to the Resolution of Intention is a boundary map (**Exhibit A**) that describes the proposed boundaries of CFD No. 2005-2 and the description of the types of maintenance services to be provided (**Exhibit B**).

Also attached to the resolution is the proposed Rate and Method of Apportionment (RMA) of Special Tax for CFD No. 2005-2 (**Exhibit C**), which details how the special tax will be levied on properties commencing with Fiscal Year 2006-2007. The RMA establishes 32 different tax zones based upon the cost to maintain the landscaping associated with an individual project or map. As projects annex into CFD No. 2005-2, staff will assign them to one of the zones. The maximum annual special tax rates are proposed to range from $50 (Zone 1) to $650 (Zone 14) per developed residential parcel. The rates for other parcel types, including multifamily, non-residential, and undeveloped property, are defined in the RMA. Capital Village Subdivision will be in Zone 2 as defined in the RMA, with a maximum tax of $60 per parcel. The authorized maximum annual special tax revenue from CFD No. 2005-2 is approximately $53,823, and this will increase as other projects annex into the CFD. Each year the maximum annual special tax rates are proposed to be increased by the consumer price index (CPI-U, San Francisco-Oakland-San Jose All Urban Index).

Attachment:
Resolution No. 154-2005

CITY OF RANCHO CORDOVA

RESOLUTION NO. 154-2005

A RESOLUTION OF THE CITY OF RANCHO CORDOVA OF INTENTION TO ESTABLISHA COMMUNITY FACILITIES DISTRICT

CITY OF RANCHO CORDOVA
Community Facilities District No. 2005-2
(Landscape Maintenance)

WHEREAS, under Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), this Council is authorized to establish a community facilities district and to act as the legislative body for a community facilities district; and

WHEREAS, this Council, having received petitions from the owners of not less than 10% of the area of land proposed to be included in the proposed community facilities district, now desires to proceed with the establishment of a community facilities district in order to finance costs of public services for public safety and to maintain public infrastructure necessary or incident to development in an area of the City.

NOW, THEREFORE, IT IS ORDERED as follows:

1. **Authority**. This Council proposes to conduct proceedings to establish a community facilities district pursuant to the Act.

2. **Name of CFD**. The name proposed for the community facilities district is City of Rancho Cordova Community Facilities District No. 2005-2 (Landscape Maintenance) (the "CFD").

3. **Boundaries Described**. The proposed boundaries of the CFD are as shown on the map of it on file with the City Clerk, a copy of which is attached and marked **Exhibit A**, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD in the office of the Sacramento County Recorder within fifteen days of the date of adoption of this Resolution, but in any event at least fifteen days prior to the public hearing specified below.

4. **Services**. The type of services proposed to be financed by the CFD and pursuant to the Act shall consist of those listed on **Exhibit B** hereto and hereby incorporated herein (the "Services"). The Council hereby determines that the Services are necessary to meet increased demands placed upon local agencies as the result of development occurring within the area of the CFD.

5. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in **Exhibit C** attached hereto and hereby incorporated herein. This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

6. Exempt Property. Except as may otherwise be provided by law or by the rate and method of apportionment of the Special Tax for the CFD, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the required debt service payments and other annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax.

7. Election. The levy of the Special Tax shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD.

8. CFD Report. The City's Director of Public Works (or deputy or designee thereof) as the officer having charge and control of the Services in and for the CFD, or the designee of such officer, is hereby directed to study said proposed Services and to make, or cause to be made, and file with the City Clerk a report in writing, (the "CFD Report") , which shall be a part of the record of the public hearing hereinafter specified and which report shall present the following:

(a) A description of the Services by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Services including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, and all other related costs as provided in Section 53345.3 of the Act.

9. **Public Hearing.** Monday, February 6, 2006, at 5:30 p.m. or as soon as possible thereafter, in the City Hall, Council Chambers, 3121 Gold Canal Drive, Rancho Cordova, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD and the levy of the Special Tax.

10. **Notice of Hearing**. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least seven days before the date of the public hearing specified above. The City Clerk shall also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's addresses as it appears on the most recent tax records of Sacramento County or as otherwise known to the City Clerk to be correct. Such mailing shall be completed not less than fifteen days before the date of the public hearing. Each of the notices shall be substantially in the form specified in Section 53322 of the Act, with a form summarizing the provisions hereof hereby specifically approved.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 19th day of December, 2005, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Exhibit A

VICINITY MAP

Park Lots

Lot	Area (Ac.)	Lot	Area (Ac.)
PARK A	2.5260	LOT J	0.0136
PARK B	1.4581	LOT K	0.0156
PARK C	1.5740	LOT L	0.0472
LOT I	0.0122	LOT S	0.0156

Commercial Lots

Lot	Area (Ac.)	Lot	Area (Ac.)
LOT 8	3.0961	LOT 12	0.7140
LOT 9	0.7154	LOT 13	0.4554
LOT 10	2.0956	LOT 14	0.7468
LOT 11	0.7140		

HOA Lots

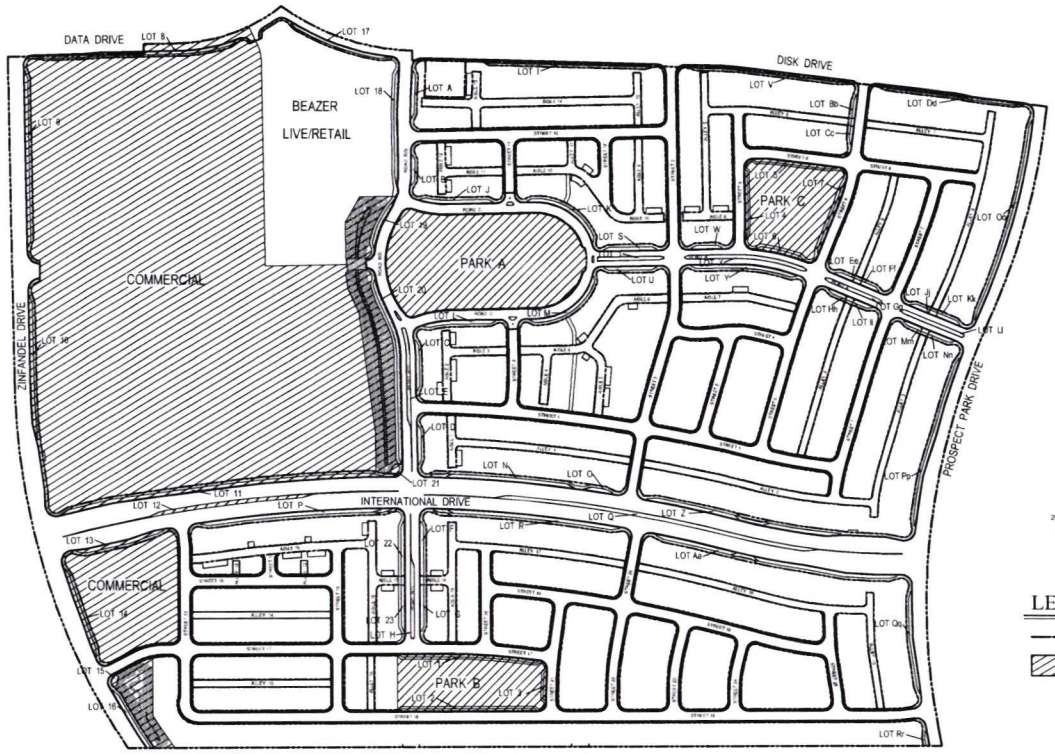
Lot	Area (Ac.)	Lot	Area (Ac.)
LOT 1a	1.0138	LOT 1b	0.0128

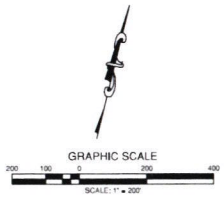
City Lots

Lot	Area (Ac.)	Lot	Area (Ac.)
LOT 16	0.0451	LOT 20	0.1249
LOT 17	0.0542	LOT 22	0.0355
LOT 18	0.0737	LOT 23	0.0299
LOT 19	0.0321		

Landscape Area Table

Lot	Area (Ac.)	Lot	Area (Ac.)
LOT A	0.0295	LOT Aa	0.1642
LOT B	0.0186	LOT Bb	0.0119
LOT C	0.0315	LOT Cc	0.0086
LOT D	0.0241	LOT Dd	0.0736
LOT E	0.0687	LOT Ee	0.0122
LOT F	0.0353	LOT Ff	0.0124
LOT G	0.0298	LOT Gg	0.0424
LOT H	0.0546	LOT Hh	0.0121
LOT I	0.0882	LOT Ii	0.0122
LOT J	0.0479	LOT Jj	0.0121
LOT K	0.0554	LOT Kk	0.0156
LOT L	0.0475	LOT Ll	0.0472
LOT M	0.0551	LOT Mm	0.0122
LOT N	0.0959	LOT Nn	0.0156
LOT O	0.0186	LOT Oo	0.1104
LOT P	0.1259	LOT Pp	0.0919
LOT Q	0.2365	LOT Qq	0.0532
LOT R	0.1240	LOT Rr	0.0071
LOT S	0.0335		
LOT T	0.0487		
LOT U	0.0335		
LOT V	0.0850		
LOT W	0.0187		
LOT X	0.0890		
LOT Y	0.0708		
LOT Z	0.1295		





LEGEND

PROPERTY BOUNDARY

AREAS OF EXCLUSION

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2005-02
(LANDSCAPE MAINTENANCE ZONE 1)

CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CLERK, CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, THIS _____ DAY OF _____ 2005

_____
CLERK
CITY OF RANCHO CORDOVA ,
STATE OF CALIFORNIA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT NO. 2005-02 (LANDSCAPE MAINTENANCE ZONE 1) CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA WAS AFFECTED BY THE BOARD OF DIRECTORS OF THE CORDOVA RECREATION AND PARK DISTRICT AT A REGULAR MEETING THEREOF HELD ON _____ DAY OF _____, 2005 BY IT'S RESOLUTION NO. _____.

_____
CLERK
CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ___ DAY OF _____, 2005 AT THE HOUR OF ___ . IN BOOK ____ MAPS OF ASSESMENT AND COMMUNITY FACILITIES DISTRICT, AT PAGE ___ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO

DEPUTY RECORDER

Beazer - CAPITAL VILLAGE
CITY OF RANCHO CORDOVA, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
TROY B. MEYERS
No. 42586
March 31, 2006
CIVIL
STATE OF CALIFORNIA

DEC., 2005 SHEET 1 OF 1

MRO ENGINEERS
MRO ENGINEERS, INC.
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20437

N:\20XX\20437 CAPITAL VILLAGE - BEAZER\WORKING\CADD\ENGR\EXHIBITS\20437 PUBLIC FIN LDSCP MAINT EXH 2.DWG Dec 13, 2005 - 10:21 am RAMYS

EXHIBIT B

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2005-2
(LANDSCAPE MAINTENANCE)

DESCRIPTION OF SERVICES TO BE FUNDED BY THE DISTRICT

It is intended that the District will finance all or a portion of the costs of the following:

1. Turf Maintenance

All turf shall be mowed to maintain a uniform height. Turf shall be mowed one time per week between February 15 and November 15. Turf shall be mowed one time every other week between January 1 and February 15 and November 15 through December 31. Turf shall be edged one time per week between February 15 and November 15. Turf shall be edged one time every other week between January 1 and February 15 and November 15 through December 31.

Trimming around irrigation heads shall be done as necessary to provide proper water coverage and head operation. String edgers may be used as needed around poles, against soundwalls, and around controller enclosures, vaults, etc. Tree wells in lawn areas shall have a minimum 18-inch radius from tree trunk, clear and void of turf and weeds.

2. Turf Fertilization

Turf shall be fertilized up to six times per year (at eight-week intervals) according to the approved schedule.

3. Turf Aeration

All turf areas shall be aerated up to two times per year.

4. Tree Pruning

Pruning of trees shall be performed to shape according to the needs for proper tree health and structure. Pruning of trees shall be performed to: (i) raise the lower branches of trees above vehicle obstruction height wherever the branches overhang medians and roadways or where the branches encroach onto walkways and paved areas, (ii) remove suckers, water sprouts and other undesirable growth on trees, (iii) to remove all dead or damaged branches and branches that are rubbing on walls or fences, and (iv) eliminate any visibility obstructions at corners or intersections.

Qualified professional personnel using the Western Chapter of the International Society of Arboriculture pruning standards, approved methods and techniques shall do all pruning. Excessive pruning, stubbing back or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly

cut with no tearing of the bark. Trees shall be allowed to take their natural shape whenever possible. Shearing or "lollipopping" will not be permitted unless specifically directed by the Landscape Inspector

Young trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or the branch to which they are attached. Evergreen trees shall be thinned and shaped only when necessary to prevent wind and storm damage. Frequency of pruning activity varies dependant upon needs of variety and/or situations described above.

5. Shrub Pruning

Pruning of shrubs shall be performed according to the needs for proper shrub health and vitality. Pruning of shrubs shall be performed to: (i) raise the lower branches of shrubs above vehicle obstruction height wherever the branches overhang medians and roadways or where the branches encroach onto walkways and paved areas, (ii) remove suckers, water sprouts and other undesirable growth on shrubs, (iii) to remove all dead or damaged branches and branches that are rubbing on walls or fences, and (iv) eliminate any visibility obstructions at corners or intersections.

Shrubs shall be pruned to insure proper growth and control. Qualified professional personnel using approved methods and techniques shall do all pruning. Shrubs shall be cleanly cut with no tearing of the bark. Shrubs are to be allowed to take their natural shape whenever possible. Shearing or "boxing" will not be permitted unless specifically directed by the Landscape Inspector. Under no circumstances will stripping of lower branches ("raising-up") of shrubs be permitted.

Frequency of pruning activity varies dependant upon needs of variety and/or situations described above.

6. Tree Staking

Stakes, ties and protective devices shall be used on all young trees until such time as they are no longer needed for support. Special care shall be taken to avoid any damage to tree trunks and branches from ties and stakes.

7. Planting Area Fertilization

Fertilizer shall be applied up to three times per year in March, June and September.

8. Tree Fertilization

Fertilizer shall be applied up to three times per year in March, June and September.

9. Groundcover and Vine Pruning

Groundcovers and vines shall be pruned up to one time per year. Vines shall be pruned to within four inches of the face and top of the soundwall, as directed by the Landscape Inspector. Vines shall be pruned at the bottom of the soundwall to eliminate horizontal growth into planting areas, as directed by the Landscape Inspector.

10. Groundcover Edging

Groundcovers shall be edged up to two times per month along sidewalks, mowstrips and edges between groundcover and other plant material types.

11. Groundcover and Vine Fertilization

Fertilizer shall be applied up to three times per year in March, June and September.

12. Weed Control

The landscaped areas shall be kept free of weeds at all times. Weeding may be done manually or by use of selective weed killers as recommended by a pest control advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used, it shall only be done in accordance with state and federal pesticide/hazardous chemical regulations. Weeds that reach a height or width of four inches (4") or more shall be manually removed or hand pulled. All weed debris shall be removed from the area.

13. Fungus, Disease, Rodent and/or Insect Infestation Control

All areas shall be kept free of fungus, disease, rodents and/or insects at all times. Any pesticides used must be on the State Department of Agriculture's approved list. A qualified Pest Control Advisor (PCA) shall recommend all pesticides used.

14. Irrigation Management

All irrigation heads and controllers shall be checked at least one time per week for proper operation. Irrigation programs shall be adjusted at all times for seasonal water requirements. Irrigation heads shall be kept clean of flow impediments and shall be adjusted property at all times. Irrigation shall be applied at hours which will insure that traffic and access is not disturbed. Watering shall be controlled to prevent runoff, ponding and overwatering. Irrigation system operations shall be performed according to County, local water agency and district policies and ordinances.

15. Landscape Area Litter Removal

Landscaped areas shall be kept free of all litter. No debris shall be blown onto roadways or walkways. All mulch, mini-bark and decomposed granite shall be

kept within the planter area and away from walks and gutters. Any hazardous material or unusual and/or unknown materials shall be reported to the County Hazardous Materials Specialist.

16. Cuttings and Trimmings Removal

All cuttings, trimmings and leaf debris shall be removed from the sites one (1) time per week during the entire contract term. No debris or cuttings shall be blown onto roadway or walkways.

17. Sidewalk and Gutter Litter Removal

Sidewalks, curbs, gutters, pavers, paved areas and decomposed granite adjacent or within the site shall be cleared of all litter one time per week during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways.

18. Soundwall Repairs and Graffiti Removal

Soundwalls shall be repaired if they create a hazardous situation or if the soundwall is no longer in accordance with the installation plans and specifications. All repairs shall be done on an as needed basis. Soundwalls shall also receive graffiti abatement on an as needed basis. The method of the abatement procedure shall be determined at the time of abatement on case by case basis.

OTHER

The District may also fund any of the following:

1. Administrative fees of the County related to the District, including costs associated with preparing the annual special tax levy.

2. Costs associated with legal services, advertising, legal notices and mailings related to formation or administration of the District.

3. Working capital reserves.

EXHIBIT C

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2005-2
(LANDSCAPE MAINTENANCE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2005-2 (Landscape Maintenance) [herein "CFD No. 2005-2] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2005-2, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2005-2, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2005-2 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2005-2 as set forth in the documents adopted by the City Council when the CFD was formed.

"City" means the City of Rancho Cordova.

"City Council" means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2005-2.

"County" means the County of Sacramento.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 1of the preceding Fiscal Year.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Land Use Class" means, for a particular Parcel, Non-Residential Property, Multi-Family Property, Single Family Detached Property, or Single Family Attached Property.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means any Parcel of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with three or more Units that share a single Assessor's Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

"Non-Residential Property" means any Parcel of Developed Property within CFD No. 2005-2 that is not Multi-Family Property, Single Family Detached Residential Property, or Single Family Attached Property.

"Public Property" means any property within the boundaries of CFD No. 2005-2 that is owned by the federal government, State of California, County, City, or other public agency.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels in CFD No. 2005-2 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them, and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels in CFD No. 2005-2 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

"Special Tax" means any tax levied pursuant to the Act on property within CFD No. 2005-2.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2005-2 which are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Public Property" means, in any Fiscal Year, all Assessor's Parcels in CFD No. 2005-2 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

"Tax Zone" means one of the thirty-two mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

"Unit" means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel number for all Parcels of Taxable Property within CFD No. 2005-2 and shall determine within which Tax Zone each Assessor's Parcel is located. Upon each annexation of property into CFD No. 2005-2, the Administrator shall update Attachment 1 to include the new Assessor's Parcel number(s).

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property or Multi-Family Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the new Land Use Class that can be developed on the Parcel after the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the Land Use Class that will be allowed after the rezone is approved.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2005-2 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 2005-2:

MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06) *

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06) *
1	$ 50 per Unit
2	$60 per Unit
3	$100 per Unit
4	$ 150 per Unit
5	$ 200 per Unit
6	$ 250 per Unit
7	$ 300 per Unit
8	$ 350 per Unit
9	$ 400 per Unit
10	$ 450 per Unit
11	$ 500 per Unit
12	$ 550 per Unit
13	$ 600 per Unit
14	$ 650 per Unit
15	$320 per Acre
16	$400 per Acre
17	$500 per Acre
18	$ 650 per Acre
19	$ 750 per Acre
20	$ 850 per Acre
21	$ 1,000 per Acre
22	$ 1,250 per Acre
23	$ 1,500 per Acre
24	$ 2,000 per Acre
25	$ 2,500 per Acre
26	$ 3,000 per Acre
27	$ 3,500 per Acre
28	$ 4,000 per Acre
29	$ 4,500 per Acre
30	$ 5,000 per Acre
31	$ 5,500 per Acre
32	$ 6,000 per Acre

* *On each July 1, commencing on July 1, 2006, the Maximum Special Taxes shown above shall be escalated by the greater of (i) the increase, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2005 to April 2006.*

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

First: The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that had applied to the Parcel prior to the Parcel becoming Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2005-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2005-2 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property that is not Taxable Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.

ATTACHMENT 1

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT 2005-2
(LANDSCAPE MAINTENANCE)

IDENTIFICATION OF TAX ZONES

Tax Zone	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which APN Was Added to CFD No. 2005-2
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
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23		
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25		
26		
27		
28		

**** The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.***

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Speciale, Planner

SUBJECT: **Final Report of the Sacramento Transportation and Air Quality Collaborative**

RECOMMENDATION

Direct the City Manager to receive the Sacramento Transportation and Air Quality Collaborative (Collaborative) Agreements and Recommendations and accompanying Final Report.

Following acceptance of the Collaborative's Agreements and recommendations, the City Manager will provide direction to staff for the inclusion of these materials within the City's long range planning efforts.

The Agreements and Recommendations document, anticipated to be completed at the end of December 2005, will provide the full set of agreements developed by the Collaborative and will indicate the specific action(s) that the Collaborative's participants recommend to the sponsoring agencies, including the City of Rancho Cordova.

BACKGROUND

The City of Rancho Cordova, along with the cities and agencies of Citrus Heights, Elk Grove, Folsom, and Sacramento, the County of Sacramento, Regional Transit, Sacramento Area Council of Government (SACOG), and Sacramento Metropolitan Air Quality Management District (SMAQMD), has endorsed and participated within a Countywide transportation and air quality collaborative. The product is a comprehensive, long-range transportation and air quality improvement strategy for Sacramento County. The strategy addresses land use and transportation planning to achieve the State's 8-hour Ozone Standard by 2018. The Metropolitan Transportation Plan (MTP) that covers the entire six county SACOG area examines projects pending over a twenty year period evaluating air quality conformity. Current county wide land use, transportation and air quality policies will have a direct effect on air quality in the future.

AGENDA ITEM # 14

The City of Rancho Cordova began participating in the Collaborative in the FY 2004-2005. Over 100 members have worked together in this interest based collaborative, coming from government agencies and major interest groups such as business, environment, local community participant, and community interest groups.

The focus of the Collaborative has evolved over time and participants have worked diligently in recent months to produce Agreements and Recommendations that were brought forward to the Sacramento Transportation Authority (STA) Board on November 10, 2005. The topics of the agreements include:

- Transportation
- Air Quality
- Land Use
    - Infill
    - Urban Form
    - Open Space and Location/Phasing of Development
- Funding
- Civic Engagement

The Agreements and Recommendations, presented to the STA, are now being presented to participating government agencies as well as the participating interest groups. This is expected to occur between November 14 and December 31, 2005. After December 31, 2005 the Collaborative's work will be officially complete.

The Collaborative's recommendation to all participants is to carefully consider the incorporation of the Agreements and Recommendations into the participating agency's policies and practices.

FINANCIAL IMPLICATIONS

There is no cost to the City of Rancho Cordova for receiving and filing the Agreements and Recommendations.

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: William J. Thomas, Chief Financial Officer

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE RANCHO CORDOVA COMMUNITY REDEVELOPMENT AGENCY**

RECOMMENDATION

Adopt proposed Resolution No. 156-2005 authorizing the City Manager to execute an agreement with the City's Community Redevelopment Agency and adopt proposed CRA Resolution No. 157-2005 authorizing the Chairman of the Community Redevelopment Agency to execute an agreement with the City of Rancho Cordova.

BACKGROUND AND DISCUSSION

On of the most significant transactions occurring between California cities and their redevelopment agencies is loans and/or advance from the City to the redevelopment agency. The City of Rancho Cordova advanced the redevelopment agency $400,000 on June 30, 2005 to cover expenses incurred by the redevelopment agency during fiscal year 2005 as well as funds to continue operations through fiscal year 2006.

To formalize this advance and provide a method for the City to provide additional funds to the agency as needed for operating expenses and capital costs. The reimbursement agreement will also provide a mechanism to charge City overhead and other administrative costs to the agency. All of the costs will eventually be reimbursed from the tax increment revenue that the agency will receive.

This item requires two actions – one from the City Council and one from the Community Redevelopment Agency. The actions in the form of resolutions will authorize certain individuals to sign on the behalf of the City (City Manager) and the Agency (Chairman).

Attachments: **Resolution No. 156-2005**
Agency Resolution 157-2005

AGENDA ITEM # 14a

CITY OF RANCHO CORDOVA

RESOLUTION NO.156-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE AGENCY AND THE CITY OF RANCHO CORDOVA

WHEREAS, the Community Redevelopment Agency of the City of Rancho Cordova (the "**Agency**") is a duly constituted redevelopment agency, activated by Ordinance No. 55-2004 on December 6, 2004, under California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) ("**CRL**") and pursuant thereto is responsible for the administration of redevelopment activities within the City of Rancho Cordova (the **"City"**); and

WHEREAS, pursuant to Sections 33310 and 33312 of the Community Redevelopment Law, on January 18, 2005, the Rancho Cordova City Council adopted Resolution No.16-2005 designating a survey area (**"Survey Area**") and directing staff to undertake an analysis and evaluation of physical and economic conditions in order to determine the feasibility of establishing a redevelopment project area within the Survey Area; and

WHEREAS, on September 22, 2005, the Rancho Cordova Planning Commission selected and designated boundaries of a proposed redevelopment project area (the **"Project Area")** within the Survey Area, approved a preliminary plan (the **"Preliminary Plan")** for the Project Area and submitted the Preliminary Plan to the Agency for consideration and approval; and

WHEREAS, Agency staff and consultants are conducting financial and environmental assessments and preparing the reports, studies and documents necessary in connection with the adoption of a redevelopment plan for the proposed Project Area; and

WHEREAS, Section 33610 of the CRL provides that the legislative body of the community in which a redevelopment agency is established may loan or grant funds to the agency for agency overhead, administrative and planning expenses; and

WHEREAS, Section 33220 of the CRL provides that any public body may aid and cooperate in the planning, undertaking, construction and operation of redevelopment projects within the jurisdiction in which such public body is authorized to act upon such terms as the public body may determine; and

WHEREAS, the City and the Agency desire to enter into an agreement pursuant to which the City shall advance funds to the Agency and provide certain administrative services to the Agency, and the Agency shall reimburse the City for such services and advances.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova hereby:

1. Agrees to provide certain services and advances to the Agency in accordance with the terms and conditions set forth in the Reimbursement Agreement attached to this Resolution as Exhibit A.

2. Authorizes the City Manager or his designee to execute the Reimbursement Agreement substantially in the form attached hereto as Exhibit A and to take such other actions reasonably necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 19th day of December, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Exhibit A

(Attach Reimbursement Agreement.)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("**Agreement**") is entered into effective as of July 1, 2005 (**"Effective Date"**) by and between the Community Redevelopment Agency of the City of Rancho Cordova, a public agency ("**Agency**") and the City of Rancho Cordova, a municipal corporation ("**City**"). The Agency and the City are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. The Agency is a duly constituted redevelopment agency, activated by Ordinance No. 55-2004 adopted by the City Council of the City of Rancho Cordova (**"City Council"**) on December 6, 2004 in accordance with California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) (**"CRL"**), and pursuant thereto is responsible for the administration of redevelopment activities within the City of Rancho Cordova.

B. Pursuant to CRL Sections 33310 and 33312, on January 18, 2005, the City Council adopted Resolution No.16-2005 designating a survey area (**"Survey Area"**) and directing staff to undertake an analysis and evaluation of physical and economic conditions in order to determine the feasibility of establishing a redevelopment project area within the Survey Area.

C. On September 22, 2005, the Rancho Cordova Planning Commission selected and designated boundaries of a proposed redevelopment project area (the **"Project Area")** within the Survey Area, approved a preliminary plan (the **"Preliminary Plan")** for the Project Area and submitted the Preliminary Plan to the Agency for consideration and approval.

D. The Agency has approved the Preliminary Plan and the proposed Project Area boundaries and has authorized the transmittal of all information required to be provided pursuant to the CRL to affected taxing entities, the County Auditor, Assessor and Tax Collector, and the State Board of Equalization.

E. Agency staff and consultants are conducting financial and environmental assessments and preparing the reports, studies and documents necessary in connection with the adoption of a redevelopment plan for the proposed Project Area.

F. The Parties desire to enter into an agreement pursuant to which the City shall provide certain administrative services to the Agency and shall advance funds to the Agency, and the Agency shall reimburse the City for such services and advances.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Agency and the City hereby agree as follows.

1. Purpose. The purpose of this Agreement is to establish a mechanism pursuant to which the Agency shall reimburse the City for certain administrative and other costs the City has incurred to date and shall in the future incur in connection with (i) the establishment of the Agency, (ii) the preparation of the proposed redevelopment plan, and (iii) the implementation of the redevelopment program for the Project Area once adopted.

2. Term. This Agreement shall continue in full force and effect until the Agency has fully satisfied all repayment and reimbursement obligations the Agency owes to the City pursuant to this Agreement.

3. Reimbursement of City Administrative Costs. The Agency shall reimburse the City for all administrative costs the City incurs in furtherance of the establishment and operation of the Agency, the preparation of the redevelopment plan for the Project Area and the implementation of the redevelopment plan once adopted (all of the foregoing, collectively "**City Administrative Costs**"). City Administrative Costs may include without limitation, third-party and in-house costs and expenses the City incurs for consulting services, planning and architectural review, legal services, engineering services, financial services, City staff time, and other administrative expenses.

No later than three months following the end of each fiscal year during the term of this Agreement, the City and the Agency shall set forth in a schedule to be agreed upon by the Parties and attached to this Agreement as Exhibit A the amount of City Administrative Costs the City has incurred during such fiscal year. The Agency shall thereafter be obligated to reimburse the City for such City Administrative Costs. Such obligation shall bear interest at the Applicable Interest Rate (defined in Section 5) which shall accrue commencing upon the date that the City advances funds for such costs, and subject to Section 5, shall be payable within 120 days following the end of such fiscal year. Exhibit A shall be updated at the end of each fiscal year during the term of this Agreement. For any fiscal year for which the City and Agency fail to specify City Administrative Costs in Exhibit A, City Administrative Costs payable by Agency for such fiscal year shall be the amount reasonably budgeted for such purpose in the City's annual budget, subject to subsequent adjustment based on actual costs.

In its discretion, the City may advance funds to the Agency which the Agency may draw upon to cover Agency administrative, overhead, and planning costs and other purposes authorized by the CRL. Each such advance shall be listed in Exhibit A.

4. Reimbursement for Public Improvement Costs. If the City and the Agency so authorize by resolution, the City may incur costs for public improvements to be constructed on behalf of the Agency in the Project Area. The cost to construct such improvements (**"Public Improvement Costs"**) shall be a debt of the Agency and shall be set forth in a schedule to be attached to this Agreement as Exhibit B. The Agency shall be obligated to reimburse the City for the Public Improvement Costs. Such obligation shall bear interest at the Applicable Interest Rate commencing upon the date specified in Exhibit B for the applicable Public Improvement Costs, and shall be payable as provided in Section 3 or as otherwise specified in Exhibit B. Exhibit B shall be updated as Public Improvement Costs are incurred.

5. Interest Rate; Repayment Terms; Subordination. Each payment or reimbursement obligation of the Agency under this Agreement shall bear interest at the rate (the "**Applicable Interest Rate**") which shall be lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

Each obligation of the Agency pursuant to this Agreement shall be payable solely from tax increment funds, if any, generated within the Project Area. The Parties acknowledge and agree that if tax increment funds from the Project Area fail to yield sufficient revenue to enable the Agency to pay its obligations hereunder, the Agency shall be obligated to make such payments only to the extent tax increment funds are available, and shall carry forward such obligations until such time that sufficient tax increment funds are available for such purpose.

The Parties agree that all Agency obligations under this Agreement shall be subordinate to any and all existing and future indebtedness that the Agency has incurred or may in the future incur in connection with the implementation of the redevelopment plan for the Project Area, including without limitation, any bonded indebtedness for which the Agency has pledged or shall pledge tax increment revenue as security or as a source of repayment.

6. Further Assurances. The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement except as specifically set forth herein.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

9. Severability. If any term, provision, covenant or condition contained in this Agreement or the application thereof to any person, party, transaction or circumstance is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such provision to other persons, parties, transactions or circumstance shall not be affected thereby.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one instrument.

11. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

12. Captions; Entire Agreement. The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. This Agreement, together with Exhibits A and B as such may be appended hereto and amended from time to time in accordance with the terms hereof, contains the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Agency and the City have executed this Agreement as of the date first written above.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA

By: _____
Chair

ATTEST:

_____
Agency Secretary

APPROVED:

_____
Finance Director

APPROVED AS TO FORM:

_____
City Attorney

CITY OF RANCHO CORDOVA

By: _____
City Manager

ATTEST:

_____
City Clerk

Exhibit A

CITY ADMINISTRATIVE COSTS AND ADVANCES

(Schedule to be attached following the end of each fiscal year.)

Date	Amount	Purpose
July 1, 2005	$400,000	Advance for Agency administrative and planning expenses.

Exhibit B

PUBLIC IMPROVEMENT COSTS

(Schedule to be attached as Public Improvement Costs are incurred.)

CITY OF RANCHO CORDOVA

AGENCY RESOLUTION NO. 157-2005

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE AGENCY AND THE CITY OF RANCHO CORDOVA

WHEREAS, the Community Redevelopment Agency of the City of Rancho Cordova (the "**Agency**") is a duly constituted redevelopment agency, activated by Ordinance No. 55-2004 on December 6, 2004, under California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) ("**CRL**") and pursuant thereto is responsible for the administration of redevelopment activities within the City of Rancho Cordova (the **"City"**); and

WHEREAS, pursuant to Sections 33310 and 33312 of the Community Redevelopment Law, on January 18, 2005, the Rancho Cordova City Council adopted Resolution No.16-2005 designating a survey area (**"Survey Area**") and directing staff to undertake an analysis and evaluation of physical and economic conditions in order to determine the feasibility of establishing a redevelopment project area within the Survey Area; and

WHEREAS, on September 22, 2005, the Rancho Cordova Planning Commission selected and designated boundaries of a proposed redevelopment project area (the **"Project Area")** within the Survey Area, approved a preliminary plan (the **"Preliminary Plan")** for the Project Area and submitted the Preliminary Plan to the Agency for consideration and approval; and

WHEREAS, Agency staff and consultants are conducting financial and environmental assessments and preparing the reports, studies and documents necessary in connection with the adoption of a redevelopment plan for the proposed Project Area; and

WHEREAS, Section 33610 of the CRL provides that the legislative body of the community in which a redevelopment agency is established may loan or grant funds to the agency for agency overhead, administrative and planning expenses; and

WHEREAS, Section 33220 of the CRL provides that any public body may aid and cooperate in the planning, undertaking, construction and operation of redevelopment projects within the jurisdiction in which such public body is authorized to act upon such terms as the public body may determine; and

WHEREAS, the City and the Agency desire to enter into an agreement pursuant to which the City shall advance funds to the Agency and provide certain administrative services to the Agency, and the Agency shall reimburse the City for such services and advances.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency hereby agrees to accept certain services and advances from the City and to pay for such services and repay such advances in accordance with the terms and conditions set forth in the Reimbursement Agreement attached to this Resolution as Exhibit A.

Section 2. The Agency authorizes the Executive Director or his designee to execute the Reimbursement Agreement substantially in the form attached hereto as Exhibit A and to take such other actions reasonably necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED at a meeting of the Community Redevelopment Agency of the City of Rancho Cordova held on the 19th day of December, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert, J. McGarvey, Chairperson

ATTEST:

_____
Lillian E. Hare, Secretary

Exhibit A

(Attach Reimbursement Agreement.)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("**Agreement**") is entered into effective as of July 1, 2005 (**"Effective Date"**) by and between the Community Redevelopment Agency of the City of Rancho Cordova, a public agency ("**Agency**") and the City of Rancho Cordova, a municipal corporation ("**City**"). The Agency and the City are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. The Agency is a duly constituted redevelopment agency, activated by Ordinance No. 55-2004 adopted by the City Council of the City of Rancho Cordova (**"City Council"**) on December 6, 2004 in accordance with California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) (**"CRL"**), and pursuant thereto is responsible for the administration of redevelopment activities within the City of Rancho Cordova.

B. Pursuant to CRL Sections 33310 and 33312, on January 18, 2005, the City Council adopted Resolution No.16-2005 designating a survey area (**"Survey Area"**) and directing staff to undertake an analysis and evaluation of physical and economic conditions in order to determine the feasibility of establishing a redevelopment project area within the Survey Area.

C. On September 22, 2005, the Rancho Cordova Planning Commission selected and designated boundaries of a proposed redevelopment project area (the **"Project Area")** within the Survey Area, approved a preliminary plan (the **"Preliminary Plan")** for the Project Area and submitted the Preliminary Plan to the Agency for consideration and approval.

D. The Agency has approved the Preliminary Plan and the proposed Project Area boundaries and has authorized the transmittal of all information required to be provided pursuant to the CRL to affected taxing entities, the County Auditor, Assessor and Tax Collector, and the State Board of Equalization.

E. Agency staff and consultants are conducting financial and environmental assessments and preparing the reports, studies and documents necessary in connection with the adoption of a redevelopment plan for the proposed Project Area.

F. The Parties desire to enter into an agreement pursuant to which the City shall provide certain administrative services to the Agency and shall advance funds to the Agency, and the Agency shall reimburse the City for such services and advances.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Agency and the City hereby agree as follows.

1. Purpose. The purpose of this Agreement is to establish a mechanism pursuant to which the Agency shall reimburse the City for certain administrative and other costs the City has incurred to date and shall in the future incur in connection with (i) the establishment of the Agency, (ii) the preparation of the proposed redevelopment plan, and (iii) the implementation of the redevelopment program for the Project Area once adopted.

2. Term. This Agreement shall continue in full force and effect until the Agency has fully satisfied all repayment and reimbursement obligations the Agency owes to the City pursuant to this Agreement.

3. Reimbursement of City Administrative Costs. The Agency shall reimburse the City for all administrative costs the City incurs in furtherance of the establishment and operation of the Agency, the preparation of the redevelopment plan for the Project Area and the implementation of the redevelopment plan once adopted (all of the foregoing, collectively "**City Administrative Costs**"). City Administrative Costs may include without limitation, third-party and in-house costs and expenses the City incurs for consulting services, planning and architectural review, legal services, engineering services, financial services, City staff time, and other administrative expenses.

No later than three months following the end of each fiscal year during the term of this Agreement, the City and the Agency shall set forth in a schedule to be agreed upon by the Parties and attached to this Agreement as Exhibit A the amount of City Administrative Costs the City has incurred during such fiscal year. The Agency shall thereafter be obligated to reimburse the City for such City Administrative Costs. Such obligation shall bear interest at the Applicable Interest Rate (defined in Section 5) which shall accrue commencing upon the date that the City advances funds for such costs, and subject to Section 5, shall be payable within 120 days following the end of such fiscal year. Exhibit A shall be updated at the end of each fiscal year during the term of this Agreement. For any fiscal year for which the City and Agency fail to specify City Administrative Costs in Exhibit A, City Administrative Costs payable by Agency for such fiscal year shall be the amount reasonably budgeted for such purpose in the City's annual budget, subject to subsequent adjustment based on actual costs.

In its discretion, the City may advance funds to the Agency which the Agency may draw upon to cover Agency administrative, overhead, and planning costs and other purposes authorized by the CRL. Each such advance shall be listed in Exhibit A.

4. Reimbursement for Public Improvement Costs. If the City and the Agency so authorize by resolution, the City may incur costs for public improvements to be constructed on behalf of the Agency in the Project Area. The cost to construct such improvements (**"Public Improvement Costs"**) shall be a debt of the Agency and shall be set forth in a schedule to be attached to this Agreement as Exhibit B. The Agency shall be obligated to reimburse the City for the Public Improvement Costs. Such obligation shall bear interest at the Applicable Interest Rate commencing upon the date specified in Exhibit B for the applicable Public Improvement Costs, and shall be payable as provided in Section 3 or as otherwise specified in Exhibit B. Exhibit B shall be updated as Public Improvement Costs are incurred.

5. Interest Rate; Repayment Terms; Subordination. Each payment or reimbursement obligation of the Agency under this Agreement shall bear interest at the rate (the "**Applicable Interest Rate**") which shall be lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

Each obligation of the Agency pursuant to this Agreement shall be payable solely from tax increment funds, if any, generated within the Project Area. The Parties acknowledge and agree that if tax increment funds from the Project Area fail to yield sufficient revenue to enable the Agency to pay its obligations hereunder, the Agency shall be obligated to make such payments only to the extent tax increment funds are available, and shall carry forward such obligations until such time that sufficient tax increment funds are available for such purpose.

The Parties agree that all Agency obligations under this Agreement shall be subordinate to any and all existing and future indebtedness that the Agency has incurred or may in the future incur in connection with the implementation of the redevelopment plan for the Project Area, including without limitation, any bonded indebtedness for which the Agency has pledged or shall pledge tax increment revenue as security or as a source of repayment.

6. Further Assurances. The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement except as specifically set forth herein.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

9. Severability. If any term, provision, covenant or condition contained in this Agreement or the application thereof to any person, party, transaction or circumstance is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such provision to other persons, parties, transactions or circumstance shall not be affected thereby.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one instrument.

11. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

12. Captions; Entire Agreement. The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. This Agreement, together with Exhibits A and B as such may be appended hereto and amended from time to time in accordance with the terms hereof, contains the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Agency and the City have executed this Agreement as of the date first written above.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA

By: _____
Chair

ATTEST:

_____
Agency Secretary

APPROVED:

_____
Finance Director

APPROVED AS TO FORM:

_____
City Attorney

CITY OF RANCHO CORDOVA

By: _____
City Manager

ATTEST:

_____
City Clerk

Exhibit A

CITY ADMINISTRATIVE COSTS AND ADVANCES

(Schedule to be attached following the end of each fiscal year.)

Date	Amount	Purpose
July 1, 2005	$400,000	Advance for Agency administrative and planning expenses.

Exhibit B

PUBLIC IMPROVEMENT COSTS

(Schedule to be attached as Public Improvement Costs are incurred.)

MEMORANDUM

DATE: **December 19, 2005**

TO: **The Mayor and City Council**

FROM: **Paul Junker, Planning Director**

SUBJECT: **Zoning Text Amendment - Planning Director Revisions**

Based on direction received by the City Council at the hearing of November 21, 2005 Regular City Council Meeting staff requires more time to make additional revisions to duties and assignments of the Planning Director within the current zoning code revisions. This item has been continued to the January 17, 2006 Regular Council Meeting.

AGENDA ITEM # 15

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **AN URGENCY ORDINANCE EXTENDING THE AUTHORIZATION FOR DEVELOPMENT IMPACT FEES FOR TRANSPORTATION IMPROVEMENTS FOR 30-DAYS**

RECOMMENDATION

Staff recommends Council adopt Urgency Ordinance No. 35-2005, extending the authorization for development impact fees for transportation improvements (Ordinance No. 24-2005) for 30-days. Action on this item will extend the authorization for fees collected under Urgency Ordinance No. 24-2005 until February 5, 2006.

DISCUSSION

On November 7, 2005 the Council adopted Urgency Ordinance No. 24-2005, adopting a permanent transportation impact fee and Urgency Resolution No. 127-2005 establishing the amount of the transportation impact fees. The action taken on that date added, for a temporary period of time, Chapter 16.84 to the Rancho Cordova Municipal Code relating to development impact fees for transportation improvements.

Until the permanent fees take effect, approximately February 19, 2006, it will be necessary to extend Urgency Ordinance No. 24-2005 two times, and adopt another urgency ordinance to ensure that there is no lapse in the applicability of transportation impact fees prior to February 19, 2006. The first 30-day extension occurred on December 5, 2005 with the adoption of Urgency Ordinance No. 32-2005 which extended the authorization for the fees collected under Urgency Ordinance No. 24-2005 until January 5, 2006. Urgency Ordinance No. 35-2005 (attached as **Attachment 1**) extends the authorization for the fees collected under Urgency Ordinance No. 24-2005 for an additional 30 days, i.e., until February 5, 2006.

In order to establish the transportation impact fees on a permanent basis and to permanently add Chapter 16.84 to the Rancho Cordova Municipal Code, it is necessary to introduce and ultimately adopt a non-Urgency Ordinance adopting the permanent Citywide Transportation Impact Fee. In this regard, Ordinance No. 33-

AGENDA ITEM # 16

2005 was introduced and the first reading was waived by the Council on November 7, 2005. The second reading and adoption of Ordinance No. 33-2005 will also occur on December 19, 2005, and the fees would take effect 60 days thereafter.

Attachments:

Attachment 1 - Urgency Ordinance No. 35-2005

CITY OF RANCHO CORDOVA

ORDINANCE NO. 35-2005

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA EXTENDING THE AUTHORIZATION FOR DEVELOPMENT IMPACT FEES FOR TRANSPORTATION IMPROVEMENTS (ORDINANCE NO. 24-2005) FOR 30 DAYS

WHEREAS, the City Council held a public hearing and enacted Urgency Ordinance No. 24-2005 on November 7, 2005, which established development impact fees in the City of Rancho Cordova (City) for transportation improvements and provisions related thereto; and

WHEREAS, on November 7, 2005, the City Council adopted Ordinance No. 24-2005, adding Chapter 16.84 to the Rancho Cordova Municipal Code, relating to development impact fees in the City for transportation improvements, and Resolution No. 127-2005 establishing the amount of such fees; and

WHEREAS, the amount of the impact fees for transportation improvements was based on actual estimated costs of planned transportation system improvements in the City's Capital Improvement Program (CIP), and a Nexus Study calculating the impact fees necessary to offset additional traffic impacts created by new development; and

WHEREAS, in enacting Ordinance No. 24-2005 and Resolution No. 127-2005, the City made several findings establishing that the fees adopted thereby were necessary to immediately preserve and protect the public's health, safety, and welfare, because the then existing County Roadway and Transit Development Fees were insufficient to meet the demand generated by new development in the City; and

WHEREAS, for the same reasons expressed by the City Council in Ordinance No. 24-2005, the City Council now finds that an extension for 30 days of the fees established thereby is necessary to immediately preserve and protect the public health, safety and welfare of the City by ensuring that funds are collected to address the demand generated by new development; and

WHEREAS, the City faces a current and immediate threat due to the number of new commercial and residential developments now planned or under review in the City. If development is allowed to occur without establishing a transportation impact fee to fund infrastructure and mitigate traffic impacts from new development in the City, the City's circulation system will further degrade; and

WHEREAS, unless increased funding for transportation improvements is made available, congested conditions on the City's roadways will be significantly exacerbated by new development, compromising public health, safety and welfare by delaying police, fire, and paramedic emergency response times, and forcing motorists to endure long, costly delays while commuting to and from school, work, local services, and other destinations; and

WHEREAS, a failure to adopt a citywide transportation impact fee will place the residents of new residential development, the public's use of new commercial development, and/or the existing citizens of the City, in a condition dangerous to their health, safety or welfare; and

WHEREAS, any delay in securing adequate funding will result in a deterioration of the City's level of services and will threaten the City's ability to keep pace with development demand, thereby creating immediate harm to existing and future residents, and other members of the public in the City; and

WHEREAS, on December 5, 2005, the Council adopted an Urgency Ordinance extending the fees authorized by Ordinance No. 24-2005 for 30 days (until January 6, 2006); and

WHEREAS, without taking further action, the fees authorized by Ordinance No. 24-2005 would expire on January 6, 2005, by operation of law pursuant to Government Code Section 66017(b). To avoid exacerbating the already substantial funding shortage for transportation improvements that now exists in the City, the City desires to extend the fees for an additional 30 days from January 6, 2005 (i.e., until February 6, 2006); and

WHEREAS, Resolution 127-2005, establishing the amount of the development impact fees for transportation improvements will remain in full force and effect for the additional 30-day extension period; and

WHEREAS, the City, after publishing adequate public notice, held a hearing on December 19, 2005, to receive public comments on this extension of the fees established by Urgency Ordinance No. 24-2005.

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

1. To approve the extension of Urgency Ordinance No. 24-2005 and continue in full force and effect the development impact fees for transportation improvements established thereby, in the amounts pursuant to Resolution No. 127-2005 (also as shown in **Exhibit A**), until February 6, 2006; and

2. To find that extension of Urgency Ordinance No. 24-2005 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15273 because the Urgency Resolution extension involves the establishment of a public agency fee for the purpose of obtaining funds for capital projects that will offset transportation-related development impacts within the City's existing service area.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of December, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Exhibit A

Alternative 4 - Fee Schedule
City of Rancho Cordova Transportation Impact Fee

		Area 1	Area 2
Detached Dwelling Units	per Unit	$8,132	$17,284
Attached Dwelling Units	per Unit	$5,429	$11,540
Mobile Homes in Parks	per Unit	$4,254	$9,042
Commercial Lodging Units	per Unit	$4,278	$5,388
Commercial	per S.F.	$7.64	$12.83
Office	per S.F.	$7.40	$9.85
Industrial/Manufacturing	per S.F.	$5.02	$5.02
Administration (2%)	[1]		

[1] Administration is charged as 2% of the total transportation impact fee

[2] For land uses not shown on this table, contact the Public Works Department. The rates established by Public Works shall be based upon $235.03 per daily trip-mile in Area 1 and $499.54 in Area 2

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: HEARING TO ABANDON A 60-FOOT WIDE IRREVOCABLE OFFER OF DEDICATION ALONG LOTS 1, 2 AND 7 OF BOOK 29 OF PARCEL MAPS PAGE 28

RECOMMENDATION:

It is recommended that the City Council recognize the exempt status of this proposed abandonment and adopt Resolution No. 153-2005 in as much as all the requirements of the appropriate code sections have been met.

Attached is an environmental certificate that determines this proposed abandonment is exempt by General Rule [Section 15061(b)(3)].

Action of this item will vacate the existing Irrevocable offer of Dedication

BACKGROUND & DISCUSSION:

This resolution abandons a 60-foot wide irrevocable offer of dedication along lots 1, 2, and 7 of Book 29 of Parcel Maps Page 28 located at the northwest corner of Douglas Road and Grant Line Road in the City of Rancho Cordova. Currently, neighboring property owners use this I.O.D. as their access to Douglas Road. The applicant per the Department of Public Works direction has granted these property owners a temporary access easement which was filed and recorded in Book 20051014 Page 2767 at the Sacramento County Recorder's Office. A copy of this recorded easement is attached.

The application was submitted by Al Franzoia, Community Planning Manager of Lennar Communities to facilitate their proposed subdivision.

The Department of Public Works has no objection to this proposed abandonment. Also letters from the Public Utility Companies are on file indicating that they do not object to this abandonment.

Notice of Hearing was posted on site and published in the Grapevine Independent on December 9, 2005 and December 16, 2005.

AGENDA ITEM # 17

Attachments:

Resolution
Legal Description
Map Exhibit
Vicinity Map
Copy of Temporary Access Easement
Environmental Certificate
Signed Petition

CITY OF RANCHO CORDOVA

RESOLUTION NO. 153-2005

A RESOLUTION VACATING AN IRREVOCABLE OFFER OF DEDICATION PURSUANT TO THE PROVISIONS OF CHAPTER 3, PART 3 OF PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW COMMENCING AT SECTION 8320 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, hearing date was schedule for the proposed vacation for December 19, 2005 in the City Council chamber, 3121 Gold Canal Drive, Rancho Cordova, California; and

WHEREAS, a notice of the hearing has been posted at City Hall at least two weeks in advance of the hearing; and

WHEREAS, notice of the date, hour and place of hearing of the proposed vacation was published for at least two successive weeks prior to the hearing; and

WHEREAS, at least two weeks before the day set for the hearing at least three notices of vacation were conspicuously posted along the Irrevocable Offer of Dedication to be vacated, not more than 300 feet apart; and

WHEREAS, the hearing described above has been conducted, and this Council having heard and considered all oral, documentary and other evidence presented, hereby finds, determines and orders as follows:

BE IT RESOLVED by the City Council of the City of Rancho Cordova, a political subdivision of the State of California, that this Council hereby finds as follows:

a. That vacation of the irrevocable offer of dedication would be consistent with, and not violative of, the General Plan and all elements and components thereof for the City of Rancho Cordova;
b. That the irrevocable offer of dedication is not useful as a non-motorized transportation facility because the new development will provide for that use;
c. That the irrevocable offer of dedication is unnecessary for present or prospective public use because the new development will provide for access and all of the public improvements, and that the Department of Public Works has no objection to this abandonment;
d. That a temporary access easement has been granted to neighboring property affected by this vacation.
e. The public interest will be served by the herein vacation

BE IT FURTHER RESOLVED AND ORDERED THAT THE FOLLOWING DESCRIBED Irrevocable Offer of Dedication is hereby vacated:

SEE ATTACHED EXHIBITS "A" & "B"

BE IT FINALLY RESOLVED AND ORDERED that the City Clerk of the City of Rancho Cordova shall cause a certified copy of this Resolution of Vacation, attested by the Clerk under seal, to be recorded in the office of the Recorder of the County of Sacramento.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted by the City Council of the City of Rancho Cordova, State of California, this 19th day of December, 2005, with the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

1252.001
10/05/05
CMD

EXHIBIT "A"

IRREVOCABLE OFFER OF DEDICATION ABANDONMENT

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 a portion of the Irrevocable Offer of Dedication as described in that certain document recorded on December 15, 1976 in Book 7612-15, at Page 632, Official Records of Sacramento County, and a portion of Parcels 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 on December 16, 1976 in Book 29 of Parcel Maps, at Page 28, Sacramento County Records and being further described as follows:

Parcel 1

Being the Southeasterly 60 feet and the East 30 feet of said Parcel 1 as shown on said Parcel Map.

Parcel 2

Being the East 30 feet of said Parcel 2 as shown on said Parcel Map.

Parcel 7

Being the West 30 feet of said Parcel 7 as shown on said Parcel Map.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 10/5/05

PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

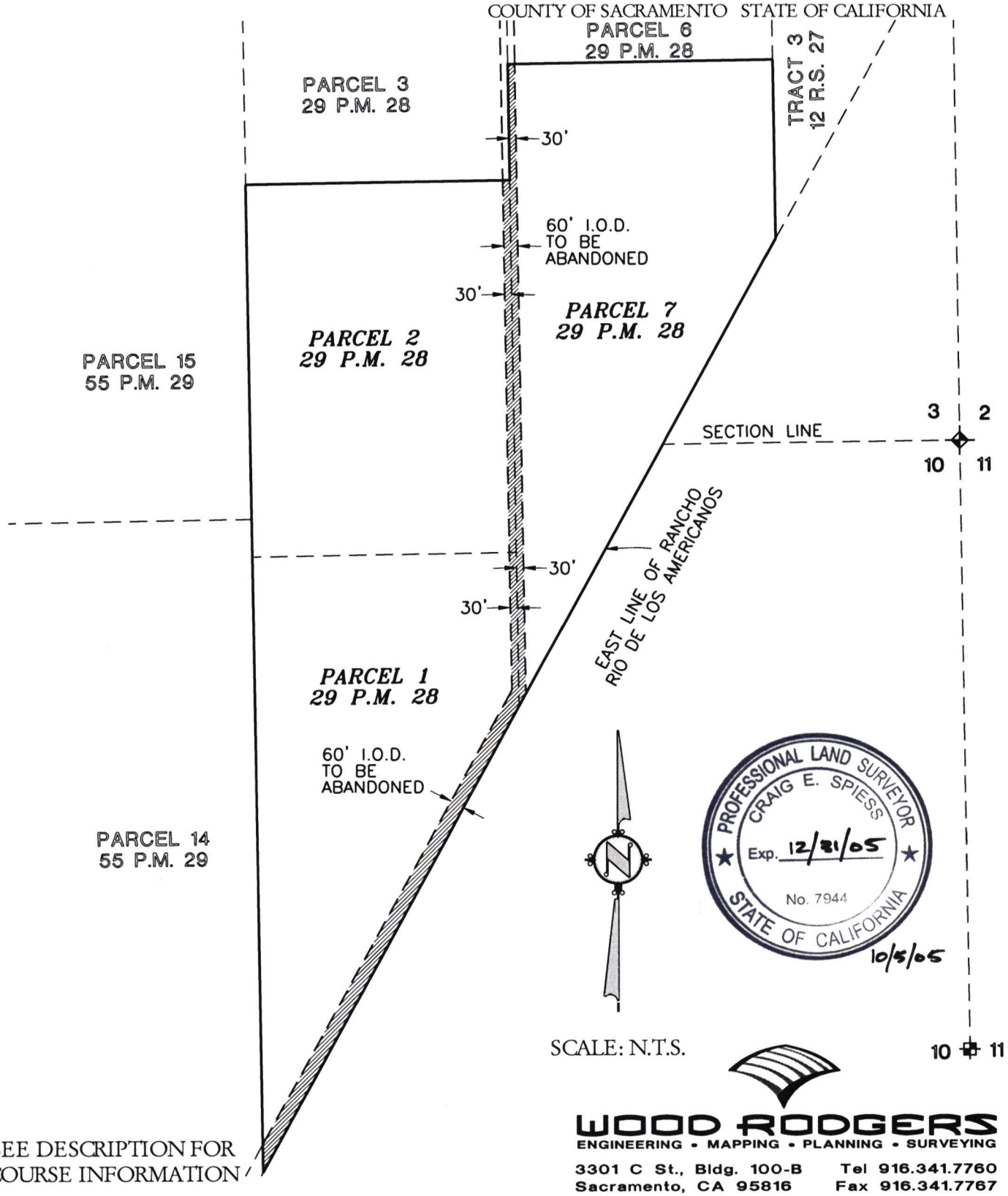
PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
EXP.
No. 7944
STATE OF CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTION

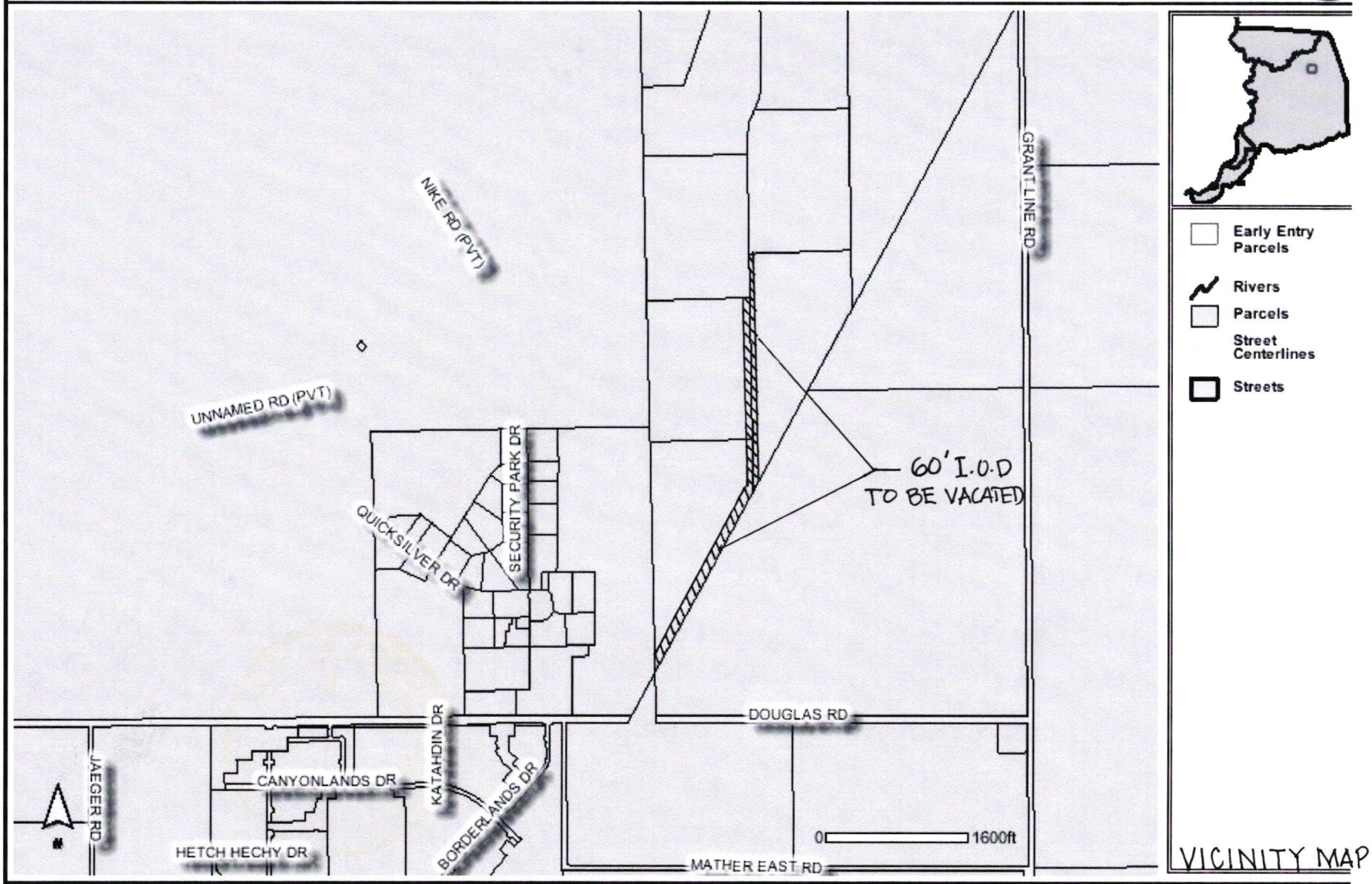
NORTH DOUGLAS ABANDONMENT OF IRREVOCABLE OFFER OF DEDICATION PER 761215 O.R. 632 PORTION OF PARCELS 1, 2, & 7 OF 29 P.M. 28

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



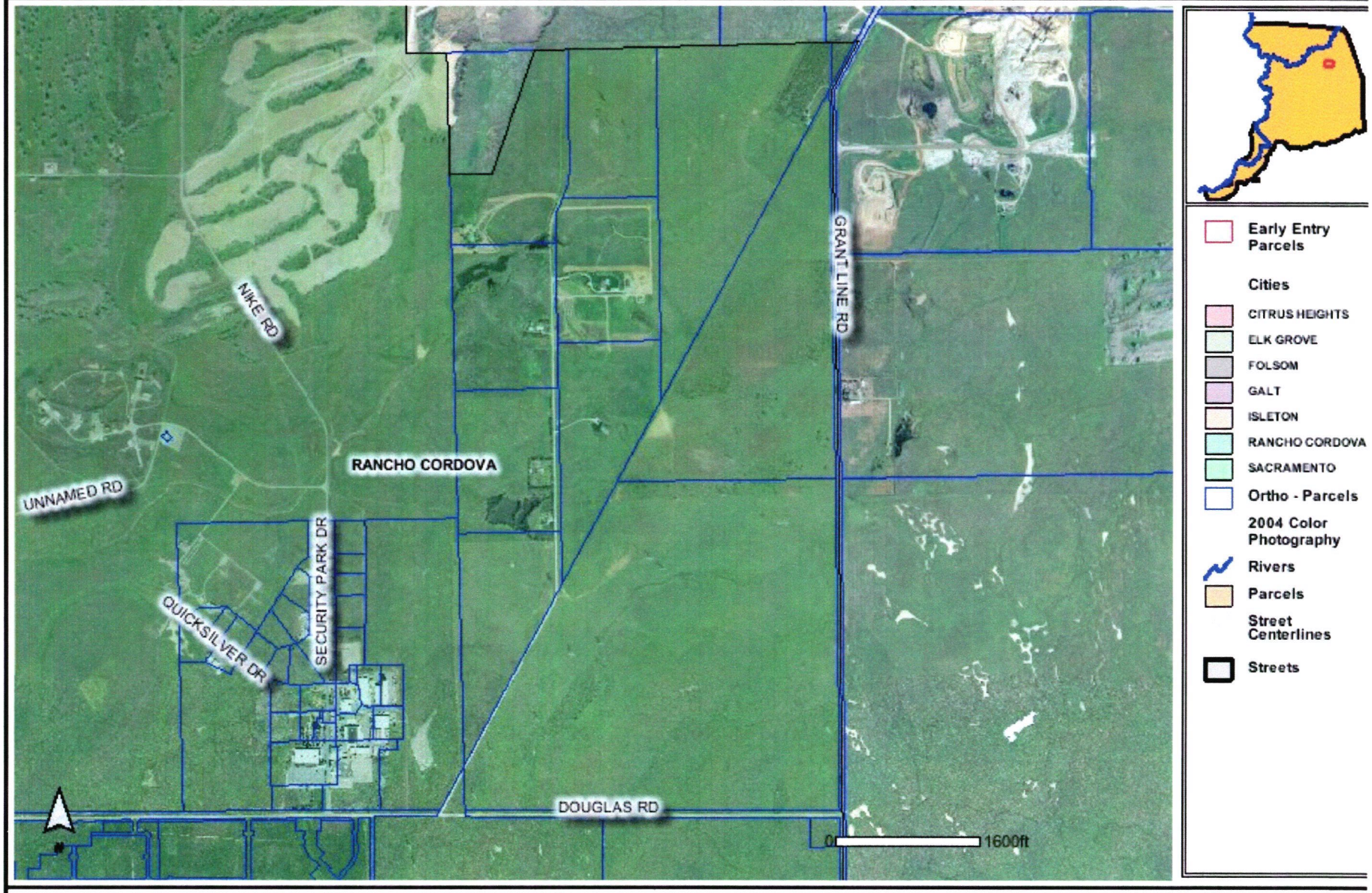
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

County of Sacramento



Note: This map was prepared for assessment purpose only and does not represent a survey

County of Sacramento



Note: This map was prepared for assessment purpose only and does not represent a survey

RECORDING REQUESTED BY:
North American Title Co.
227870-JWG
AND WHEN RECORDED MAIL TO:
Timothy C. Clemons, Esq.
Clemons & Jaquish
1107 Investment Blvd., Suite 160
El Dorado Hills, California 95762

Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK 20051014 PAGE 2767
Check Number 2578
Friday, OCT 14, 2005 4:11:14 PM
Ttl Pd $57.00 Nbr-0003915586
TJH/12/1-17

The Undersigned Lennar declares:
Documentary Transfer Tax Is $ NONE
City of Rancho Cordova: A.P.N. See Exhibits A through D attached

TEMPORARY ACCESS EASEMENT AGREEMENT (WITH QUITCLAIM OF PORTIONS OF EXISTING EASEMENT)

This Temporary Access Easement Agreement (this "**Easement Agreement**") is made and entered into by and among U.S. Home/KB North Douglas, LLC, a Delaware limited liability company ("**Lennar**"), David Divine and Alaina Divine as co-trustees of the David/Alaina Divine Family 1985 Revocable Trust (collectively "**Divine**"), Tony Fagundes and Lynne Fagundes, husband and wife (collectively "**Fagundes**"), and 12525, a California General Partnership ("**12525 G.P.**") with reference to the following facts and matters:

A. Lennar is the owner of that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Lennar Property**").

B. Divine are the owners of that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California and more particularly described in **Exhibit "B"** attached hereto and made a part hereof (the "**Divine Property**").

C. Fagundes are the owners of that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California and more particularly described in **Exhibit "C"** attached hereto and made a part hereof (the "**Fagundes Property**").

D. 12525 G.P. is the owner of that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California and more particularly described in **Exhibit "D"** attached hereto and made a part hereof (the "**Partnership Property**").

E. Divine, Fagundes, and 12525 G.P. are hereinafter collectively referred to as "**Grantees**"; the Divine Property, the Fagundes Property and the Partnership Property are sometimes hereinafter collectively referred to as the "**Benefited Properties**".

F. Grantees, and each of them, currently have access to and from the Benefited Properties by and through that certain private lane commonly known as Cupp Lane. Cupp Lane is depicted on **Exhibit "E"**, attached hereto and made a part hereof, and on that certain Parcel Map entitled "Portion of the Record of Survey Recorded in 12R.S.27," recorded in the office of the Sacramento County Recorder in Book 29 of Parcel Maps, at Page 28 (the "**Parcel Map**"). Various easements have been

granted over Cupp Lane, and Cupp Lane is the subject of that certain Road Maintenance Conditions and Restrictions recorded on June 30, 1977 in Book 77-06-30 Page 1446 Sacramento County Records (the "**Cupp Lane Agreement**").

G. Lennar is desirous of extinguishing the south portion of Cupp Lane as it currently exists and as depicted on **Exhibit "E"**, attached hereto and made a part hereof (the "**South Portion of Cupp Lane**"), and further desires the consent and cooperation of Grantees to the extinguishment of their existing easements and the existing easements in favor of the County and/or City to and through the South Portion of Cupp Lane. The South Portion of Cupp Lane is the entirety of Cupp Lane insofar as it affects the Lennar Property.

H. Conditioned upon the abandonment of the existing easement rights to and through the South Portion of Cupp Lane, Lennar is willing to grant to Grantees a temporary access easement through the Lennar Property until such time as streets shown on recorded maps of the Lennar Property have been paved to the extent where there is continuous paved access from the boundary line common to the Divine Property and the Lennar Property (the "**Divine/Lennar Property Line**") to either Douglas Road or Grant Line Road. The initial location of such access shall be along the northern, eastern and Southeasterly boundaries of the Lennar Property to Douglas Road, or along the northern and eastern boundaries of the Lennar Property and thence northerly and easterly to Grant Line Road, all as depicted on **Exhibit "E"** attached hereto and made a part hereof (the "**Temporary Access Road**"). Lennar shall have the right, as hereinafter provided, to move the location of the Temporary Access Road from time to time as various portions of the Lennar Property are developed.

I. It is intended by this Agreement that the existing easement rights to and through the South Portion of Cupp Lane (the "**South Portion of Cupp Lane Easement**") shall automatically terminate in two separate stages: (a) the access portion of the South Portion of Cupp Lane Easement shall terminate upon the full completion of the Temporary Access Road in either one of its initial locations depicted on **Exhibit "E"**; and (b) the utilities portion of the South Portion of Cupp Lane Easement shall terminate upon the full completion and connection of the utility services presently located at the Divine/Lennar Property Line to new utility services constructed within the Lennar Property.

J. Lennar further intends to construct that certain permanent road upon the Lennar Property to be commonly known as Edington Drive as depicted on **Exhibit "E"** attached hereto and made a part hereof. It is intended by the parties that the Temporary Access Easement shall be automatically and completely extinguished upon the completion of Edington Drive and/or other paved streets on the Lennar Property which provide continuous paved access from the intersection of Cupp Lane with the northern boundary of the Lennar Property to either Douglas Road or to Grant Line Road, whichever occurs first.

K. Lennar and Grantees are sometimes hereinafter referred to collectively as the "**parties**" or individually as a "**party**".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I.
DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Agreement are defined as follows:

1.01 "**County and/or City**" shall mean the County of Sacramento and/or the City of Rancho Cordova, in the State of California.

1.02 "**Easement Facilities**" shall mean any and all systems and improvements installed, constructed and maintained upon the Temporary Access Road or Temporary Utility Easement, as applicable, and as are incidental for use and exercise of the Temporary Access Easement or Temporary Utility Easement granted in this Agreement.

1.03 "**Occupant**" shall mean any Person from time to time entitled to use and occupy the Benefited Properties.

1.04 "**Owner(s)**" shall mean the Person (as defined below) who is the record owner of any of the Benefited Properties, including buyers under any option or sales contract. An Owner need not necessarily be an Occupant.

1.05 "**Permitees**" shall mean the respective partners, trustees, employees, licensees, agents, contractors, invitees, visitors, and tenants of the Owners or Occupants of the Benefited Properties.

1.06 "**Person**" shall mean any natural person, corporation, partnership, association, limited liability company, firm or any other form of business or governmental entity.

ARTICLE II.
EXTINGUISHMENT OF SOUTH PORTION OF CUPP LANE ACCESS EASEMENT

2.01 Extinguishment of South Portion of Cupp Lane Access Easement; Quitclaim. Upon the full completion of the initial Temporary Access Road and Easement Facilities by Lennar, it shall be deemed that Grantees have abandoned, extinguished and/or released all of their rights in, to, under, across and over the South Portion of Cupp Lane Access Easement, including without limitation, those depicted on the Parcel Map and those described in the Cupp Lane Agreement. Grantees, individually and collectively, hereby quitclaim, remise and forever release such rights effective as of the date of such completion. Completion of the Temporary Access Road and Easement Facilities shall be evidenced by the existence of the gravel road described in Section 4.01 below along either one of the initial routes for the Temporary Access Easement.

2.02 Consent of County and/or City.

A. Lennar to Process. Lennar shall be responsible for taking all necessary steps, if any, with the County and/or the City to complete the abandonment, extinguishment, release and removal of the South Cupp Lane Access Easement.

B. Cooperation; Petitions. Grantees shall cooperate with Lennar, in all reasonable respects, to effect the abandonment, extinguishment, release and removal of abandonment, extinguishment, release and removal of South Cupp Lane and the South Cupp Lane Access Easement

from the Lennar Property. In that regard, and without limiting the generality of the foregoing, concurrently with their execution of this Agreement, Grantees shall execute and deliver such requests, petitions and other documents in favor of the County and/or City may require in order to process the abandonment of South Cupp Lane.

ARTICLE III.
TEMPORARY EASEMENTS

3.01 Granting of Temporary Easement. Lennar hereby reserves, establishes, creates and grants to Grantees for their benefit and the benefit of their respective Occupants and Permitees, the following temporary easements:

A. Temporary Access Easement. A non-exclusive temporary access easement (the "**Temporary Access Easement**") on, over, across and through the Lennar Property for pedestrian and vehicular ingress and egress.

B. Temporary Utility Easement. A non-exclusive temporary easement for public utilities (the "**Temporary Utility Easement**") on, over, across and through the Lennar Property for electricity, telephone, cable television, and other utilities located on the existing pole line along South Cupp Lane.

3.02 Location, Relocation of Temporary Access Easement.

A. Initial Location. The Temporary Access Easement shall initially be located, at Lennar's election, either along the northern, eastern and Southeasterly boundaries of the Lennar Property to Douglas Road, or along the northern and eastern boundaries of the Lennar Property and thence northerly and easterly to Grant Line Road, all as depicted on **Exhibit "E"** attached hereto and made a part hereof.

B. Relocation of Temporary Access Easement. Lennar shall have the right to relocate all or any portion of the Temporary Access Easement at any time, and from time to time, as Lennar may deem appropriate in order to use and/or develop the Lennar Property, so long as following occur:

(1) Irrespective of the actual location of the Temporary Access Easement on the Lennar Property, the Temporary Access Easement shall always provide continuous access from Cupp Lane as it presently exists on the Divine Property to either Douglas Road, or Grant Line Road.

(2) Lennar shall give Grantees reasonable advance notice of each change in the location of the Temporary Access Easement.

(3) Lennar shall complete the improvements described in Section 4.01 to the replacement location prior to demolishing or otherwise preventing the use of the then-present Temporary Access Easement location.

3.03 Location, Relocation of Temporary Utility Easement.

A. Initial Location. The Temporary Utility Easement shall initially be located along the existing pole line adjacent to Cupp Lane.

B. Relocation of Temporary Utility Easement. Lennar shall have the right to relocate all or any portion of the Temporary Utility Easement at any time, and from time to time, as Lennar may deem appropriate in order to use and/or develop the Lennar Property, so long as following occur:

(1) Lennar shall give Grantees reasonable advance notice of each change in the location of the Temporary Utility Easement and the timing of any disruption to existing utility services as a result of the switchover.

(2) Existing utilities shall be disrupted temporarily only for the period reasonably necessary to connect the replacement facilities and shall, in no event, exceed more than six (6) hours within any forty-eight (48) hour period.

(3) All work and materials used by Lennar in disconnecting, relocating and reconnecting utilities to the Benefited Properties shall be at the sole cost and expense of Lennar.

3.04 Restrictions on Use of Temporary Access Easement. Unless and until Lennar has either relocated the Temporary Access Easement or provided the "Permanent Access Easement" described below, Lennar shall not construct or place any item, vehicle, building or structure which shall impair the use Temporary Access Road or exercise of the Temporary Access Easement granted in this Agreement so as to prevent the free access and movement, including, without limitation, pedestrian and vehicular traffic between Douglass Road and the Benefited Properties.

3.05 Termination of Temporary Easements.

A. Termination of Temporary Access Easements. It is the intention of the parties that, as, when and to the extent that Lennar completes "Permanent Access Facilities" on a portion of the Lennar Property within a "Permanent Access Easement," all of the rights of the Grantees, Occupants and Permittees will automatically terminate in the Temporary Access Road and Easement Facilities located on such portion of the Lennar Property, and that the Grantees, Occupants and Permittees shall instead be entitled to use the Permanent Access Facilities along with other members of the general public.

(1) Permanent Access Easement. As used in this Agreement, "**Permanent Access Easement**" shall mean an easement or other right of way shown on a recorded subdivision map and/or parcel map affecting a portion of the Lennar Property, or on a separately recorded document granting the same to the City and/or the County. The Parties presently anticipate that this easement will be Eddington Drive as depicted on **Exhibit "E"** attached.

(2) Permanent Access Facilities. As used in this Agreement, "**Permanent Access Facilities**" shall mean that the roadway portion of the Permanent Access Easement has been paved in accordance with the requirements of the City.

B. Termination of Temporary Utility Easements. It is the intention of the parties that, as, when and to the extent that Lennar completes "Permanent Utility Facilities" on a portion of the Lennar Property within a "Permanent Utility Easement," all of the rights of the Grantees, Occupants and Permittees will automatically terminate in the Temporary Utility Easement located on such portion of the Lennar Property, and that the Grantees, Occupants and Permittees shall instead be entitled to use the Permanent Utility Facilities along with other members of the general public.

(1) Permanent Utility Easement. As used in this Agreement, "**Permanent Utility Easement**" shall mean a "p.u.e." or other easement shown on a recorded subdivision map and/or parcel map affecting a portion of the Lennar Property, or on a separately recorded document granting the same to the City and/or the County.

(2) Permanent Utility Facilities. As used in this Agreement, "**Permanent Utility Facilities**" shall mean that the utilities presently located on the pole line adjacent to Cupp Lane have been installed in the Permanent Utility Easement and are operational.

ARTICLE IV.
CONSTRUCTION AND MAINTENANCE OF TEMPORARY ACCESS EASEMENT

4.01 Construction and Maintenance of Temporary Access Road. Lennar, at Lennar's sole cost and expense, shall construct and maintain the Temporary Access Road and all Easement Facilities at all times in good and clean condition and repair. The Temporary Access Road shall be no less than 20 feet in width, fully graveled at a depth of no less than eight (8) inches, and properly sloped for drainage with sufficient drainage facilities in culvert areas so as to reasonably avoid any and all flooding or ponding of water on any portion of the Temporary Access Road. Lennar shall obtain all governmental permits required for construction, and, if necessary, a 404 permit regarding vernal pools, if any, that straddle the Lennar Property and the Divine Property. Lennar shall repair any fencing damaged as a result of Lennar's construction or maintenance activities. The maintenance of the Temporary Access Easement shall include, without limitation, maintaining the type of surfacing material originally installed or such substitute as in all respects to be equaled in quality, use and durability and which complies with all applicable County and City standards and specifications for temporary access roads.

4.02 Use of Easement Facilities. Lennar (and Lennar's contractors, representatives, agents, employees, Occupants and Permittees) shall not, in the use, operation, maintenance or repair of any of the Easement Facilities in any material way interfere with, obstruct or delay access to or from the Benefited Properties. So long as the same is authorized by the City: (a) Divine shall be permitted to install an access gate adjacent to the Temporary Access Road at the southeast corner of the Divine Property; and (b) Grantees shall be permitted to install an access gate for their private use at the northerly end of the Temporary Access Road where it rejoins the northern portion of Cupp Lane.

4.03 Taxes. Grantees shall not have any responsibility or obligation to pay any real property taxes, bonds and assessments that are levied directly or indirectly against that part of the Temporary Access Road.

ARTICLE V.
ENFORCEMENT

5.01 Legal and Equitable Relief. In the event that any of the Grantees has a dispute with Lennar regarding the Temporary Access Easement granted in this Agreement, such Grantee shall notify Lennar in writing and agree to meet and attempt to settle the matter within three (3) business days of written notice. If the dispute cannot be resolved within such time period, then such Grantee shall have the right to prosecute any proceedings at law or in equity against Lennar for violating or attempting to violate or defaulting in the performance of any of the provisions contained in this Agreement or to recover damages for any such violation or default. It is agreed that damages would be an inadequate remedy for violation of this Agreement by Lennar so that injunctive or other appropriate equitable

relief shall be available to such Grantee. The remedies available under this Section 5.01 shall include, by way of illustration but not as a limitation, *exparte* applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Agreement.

5.02 Right to Perform. If Lennar defaults in the full, faithful and punctual performance of any obligation required hereunder, and if at the end of three (3) business days after written notice from any Grantee, stating with particularity the nature and extend of such default, or if a diligent effort is not then being made to cure such default, then any Grantee shall, in addition to all other remedies such Grantee may have at law or in equity, have the right to perform such obligation on behalf of Lennar; provided, however, in the event that the nature of the default is such that it cannot reasonably be cured within such three (3)-business day period, Lennar shall have such longer period as may be reasonably necessary to effect the cure, using diligent efforts. Any sums advanced by such Grantee shall be repaid upon demand by such Grantee, and if not so paid, shall bear interest at the rate of ten percent (10%) per annum. Lennar hereby grants to each Grantee a right of entry over the Lennar Property for the purpose of curing such default.

5.03 No Waivers. Failure to enforce any provision of this Agreement or to seek redress for the breach of or default in performance under any provision of this Agreement shall in no way constitute a waiver of the right to enforce such provision or seek redress for the breach thereof or constitute a waiver of the right to enforce any provision of this Agreement or seek redress for the breach thereof.

5.04 Attorneys' Fees and Costs. In any legal or equitable proceeding for the enforcement of or to restrain the violation of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all other expenses incurred in connection with the action, including those expenses recoverable as allowable costs of suit, and those attorneys' fees and costs incurred executing upon or appealing any judgment, as well as all other expenses incurred during the course of the action.

ARTICLE VI.
GENERAL PROVISIONS

6.01 Duration. The Temporary Access Easement and Temporary Utility Easement shall become effective as of the date of recordation of this Agreement, and shall run with and bind the Lennar Property and the Benefited Properties and shall inure to the benefit of and be enforceable by any Grantee, their respective legal representatives, heirs, successors and assigns, until such time that: (a) with respect to the Temporary Access Easement, Edington Road (as depicted on **Exhibit "E"**, attached hereto and made a part hereof) and/or other public roads extending continuously from Cupp Lane as it presently exists at the Divine/Lennar Property Line to either Douglas Road or Grant Line Road is in full use as a public road providing unrestricted access to the Benefited Properties from Douglas Road or Grant Line Road; and (b) with respect to the Temporary Utility Easement, the utility facilities presently located on the pole line adjacent to South Cupp Lane have been replaced with utilities located in the Permanent Utility Easement and/or the easement for the road extending to Grant Line Road, and the same are operational. Termination pursuant to this Section 6.01 is referred to as the "**Automatic Termination**."

6.02 Modification and Termination. This Agreement may be modified in whole or in part only by a written instrument duly executed, acknowledged and approved by all of the Grantees (or their respective successors and assigns), which is properly recorded in the Official Records of Sacramento

County, California. Except as to the Automatic Termination of the Temporary Access Easement and/or the Temporary Utility Easement, as set forth in Section 6.01 above, any modification or amendment to this Agreement that causes the modification, relocation, termination or elimination of the Temporary Access Easement or Temporary Utility Easement created hereby without the express prior written consent and approval of all of the Grantees (or their respective successors and assigns) shall be deemed null and void.

6.03 Severability. If any provision contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each covenant, agreement or provision and/or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.04 Further Assurances. Each of the parties hereto agrees to do any further acts, or execute any further documents, which may be reasonably necessary or required to carry out the intent and purposes of this Agreement. Without limiting the foregoing, each of the Grantees agrees, for itself, and its successors in interest and assigns, to execute and deliver, in recordable form, quitclaim deeds in such form as may be requested, from time to time, by reputable title insurance companies, in order to eliminate portions of the Temporary Access Easement and Temporary Utility Easement from the public record at the times the same are extinguished pursuant to the terms of this Agreement.

6.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.06 Agreement to Run with the Land. Each and every obligation contained in this Agreement shall run with the Benefited Properties and the Lennar Property pursuant to applicable law (including, without limitation, California Civil Code Section 1468) and shall burden and benefit the Benefited Properties and the Lennar Property, and shall be binding upon, and inure to the benefit of, each successive owner during its ownership of each of the Benefited Properties and the Lennar Property and each person having any interest derived through any owners of the Benefited Properties and the Lennar Property.

6.07 Rights and Remedies of Owners. This Agreement shall not be construed to limit the legal rights and remedies available to any Owner to the extent that such rights and remedies are not inconsistent with the provisions of this Agreement.

6.08 Notices. Any notice or other communication to be provided under this Agreement shall be in writing and shall be given to an Owner of the Benefited Properties at the address of the Owner shown in the records of the Sacramento County Assessor's Office at the time of such notice, unless such Owner notifies the Lennar otherwise. Any notice to Lennar shall be sent as follows:

U.S. Home/KB North Douglas, LLC
c/o Lennar Communities, Inc.
Attn: Brian W. Bombeck
1075 Creekside Ridge Dr., Suite 110
Roseville, CA 95678
Facsimile: (916) 783-3914

Each notice or communication shall, for all purposes, be deemed given and received: (i) if hand delivered to a party, when the notice or communication is received; (ii) if given by a nationally-

recognized and reputable overnight delivery service, the day on which the notice or communication is actually received by the party; or (iii) if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service to the address stated herein.

6.09 Exhibits. All exhibits to which reference is made in this Agreement are incorporated into this Agreement by the respective references to them.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

"Lennar"

U.S. HOME/KB NORTH DOUGLAS, LLC
a Delaware limited liability company

BY: Lennar Renaissance, Inc.
a California corporation
Member

By: _____

Name: BRIAN W. BOMBECK

Title: V.P.

Dated: ~~September~~ OCTOBER 4, 2005

"Divine"

By: _____
David Divine, co-trustee of the
David/Alaina Divine Family
1985 Revocable Trust

Dated: ~~September~~ October 3, 2005

By: _____
Alaina Divine, co-trustee of the
David/Alaina Divine Family
1985 Revocable Trust

Dated: ~~September~~ October 3, 2005

"Fagundes"

By: _____
Tony Fagundes

Dated: September 30, 2005

By: _____
Lynne Fagundes

Dated: September 30, 2005

"12525 G.P."

12525, a California General Partnership

By: _____

Name: DAVID WHITLOW

Title: Authorized General Partner

Dated: ~~September~~ October 3 DW, 2005

STATE OF CALIFORNIA
COUNTY OF Sacramento

On September 30, 2005, before me, Janene Gezi,

personally appeared Tony Fagundes and Lynne Fagundes

( )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.

JANENE GEZI
COMM. # 1471793
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
COMM. EXP. FEB. 23, 2008

(This area for official notarial seal)

DESCRIPTION OF ATTACHED DOCUMENT
Temporary Access Easement Agreement
(with Quitclaim of Portions of Existing Easement)

DESCRIPTION OF DOCUMENT (OPTIONAL)

STATE OF CALIFORNIA
COUNTY OF Sacramento

On October 3, 2005, before me, Janene Gezi,

personally appeared David Divine, Alaina DeVine and David Whitlow

( )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.

JANENE GEZI
COMM. # 1471793
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
COMM. EXP. FEB. 23, 2008

(This area for official notarial seal)

DESCRIPTION OF ATTACHED DOCUMENT

DESCRIPTION OF DOCUMENT (OPTIONAL)

ESCROW NO. _____
TITLE ORDER NO. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On 10-04-05 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Brian W. Bombeck (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.

Carmela Carniato
Signature of Notary Public

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT A

DESCRIPTION:

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

PARCEL 1, AS SHOWN ON THE PARCEL MAP ENTITLED "PORTION OF THE RECORD OF SURVEY RECORDED IN 12 R.S. 27" RECORDED IN BOOK 29 OF PARCEL MAPS, AT PAGE 28, RECORDS OF SAID COUNTY.

APN: 072-0370-016

PARCEL 2, AS SHOWN ON THE PARCEL MAP ENTITLED "PORTION OF THE RECORD OF SURVEY RECORDED IN 12 R.S. 27" RECORDED IN BOOK 29 OF PARCEL MAPS, AT PAGE 28, RECORDS OF SAID COUNTY.

APN: 072-0300-004

AND

PARCEL 7, AS SHOWN ON THE PARCEL MAP ENTITLED "PORTION OF THE RECORD OF SURVEY RECORDED IN 12 R.S. 27" RECORDED IN BOOK 29 OF PARCEL MAPS, AT PAGE 28, RECORDS OF SAID COUNTY.

APN: 072-0300-003

EXHIBIT B

DESCRIPTION:

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

PARCEL 6, AS SHOWN ON THE PARCEL MAP ENTITLED "PORTION OF THE RECORD OF SURVEY RECORDED IN 12 R.S. 27" RECORDED IN BOOK 29 OF PARCEL MAPS, AT PAGE 28, RECORDS OF SAID COUNTY.

APN: 072-0300-002-0000

EXHIBIT C

DESCRIPTION:

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

PARCEL 4, AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "PORTION OF THE RECORD OF SURVEY RECORDED IN 12 R.S. 27", RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, ON DECEMBER 16, 1976 IN BOOK 29 OF PARCEL MAPS, AT PAGE 28.

APN: 072-0300-008-0000

EXHIBIT D

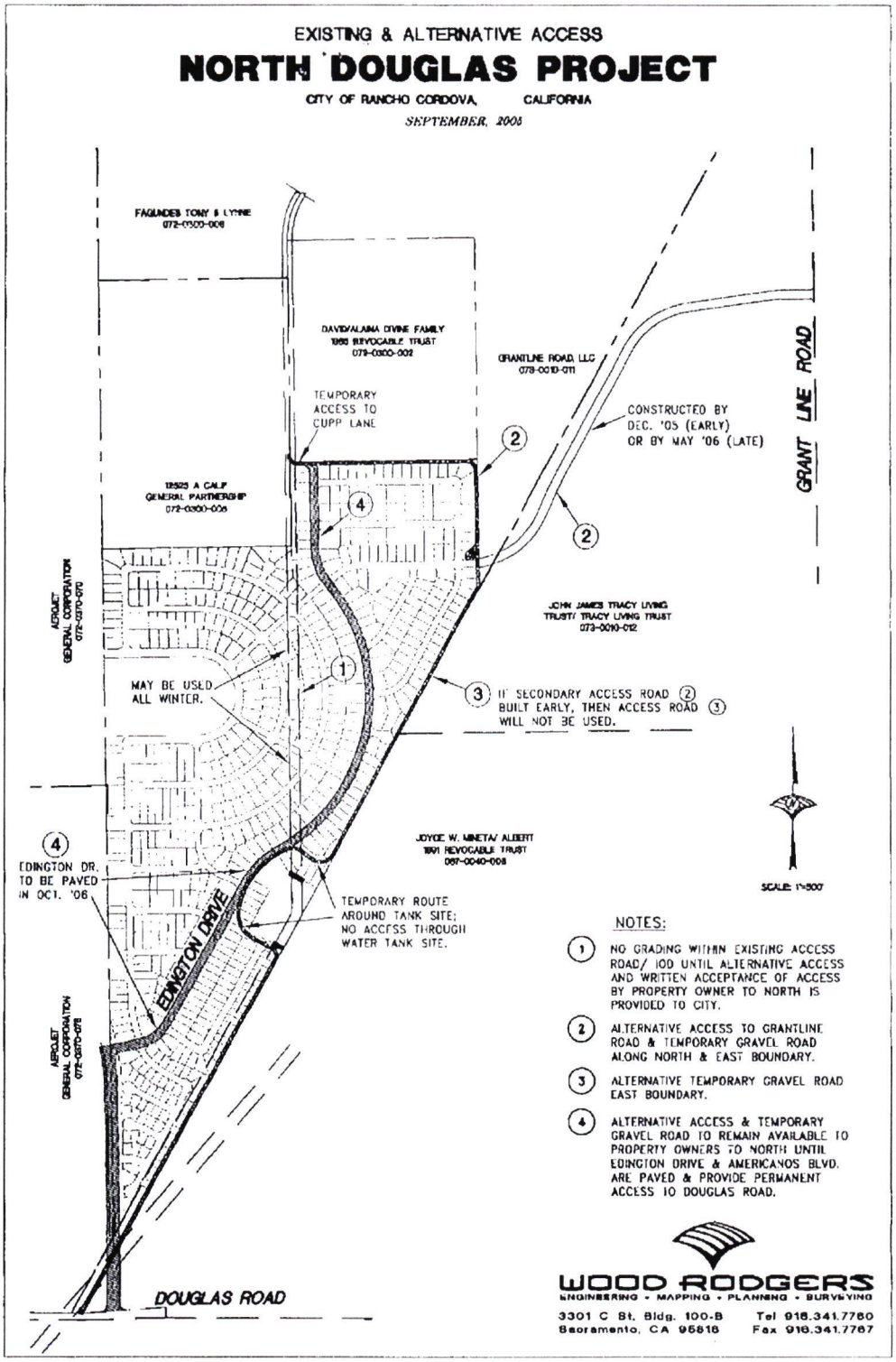
DESCRIPTION:

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

PARCEL 3, AS SHOWN AND DESIGNATE DON THAT CERTAIN PARCEL MAP ENTITLED "PORTION OF THE RECORD SURVEY RECORDED IN 12 R. S. 27" RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY ON DECEMBER 16, 1976 IN BOOK 29 OF PARCEL MAPS, AT PAGE 28.

APN: 072-0300-005-0000

EXHIBIT E


EXISTING & ALTERNATIVE ACCESS
NORTH DOUGLAS PROJECT
CITY OF RANCHO CORDOVA, CALIFORNIA
SEPTEMBER, 2005
FAGUNDES TONY & LYNNE
072-0300-006
DAVIS/ALAMA DIVINE FAMILY
1998 REVOCABLE TRUST
073-0300-002
GRANTLINE ROAD, LLC
073-0010-011
TEMPORARY ACCESS TO CUPP LANE
CONSTRUCTED BY DEC. '05 (EARLY) OR BY MAY '06 (LATE)
GRANT LINE ROAD
12525 A CALIF GENERAL PARTNERSHIP
072-0300-005
AEROJET GENERAL CORPORATION
072-0370-070
JOHN JAMES TRACY LIVING TRUST/ TRACY LIVING TRUST
073-0010-012
MAY BE USED ALL WINTER.
3 IF SECONDARY ACCESS ROAD (2) BUILT EARLY, THEN ACCESS ROAD (3) WILL NOT BE USED.
JOYCE W. MINETA/ ALBERT 1991 REVOCABLE TRUST
057-0040-008
4 EDINGTON DR. TO BE PAVED IN OCT. '06
TEMPORARY ROUTE AROUND TANK SITE; NO ACCESS THROUGH WATER TANK SITE.
EDINGTON DRIVE
AEROJET GENERAL CORPORATION
072-0370-078
DOUGLAS ROAD
SCALE: 1"=500'
NOTES:
1 NO GRADING WITHIN EXISTING ACCESS ROAD/ 100 UNTIL ALTERNATIVE ACCESS AND WRITTEN ACCEPTANCE OF ACCESS BY PROPERTY OWNER TO NORTH IS PROVIDED TO CITY.
2 ALTERNATIVE ACCESS TO GRANTLINE ROAD & TEMPORARY GRAVEL ROAD ALONG NORTH & EAST BOUNDARY.
3 ALTERNATIVE TEMPORARY GRAVEL ROAD EAST BOUNDARY.
4 ALTERNATIVE ACCESS & TEMPORARY GRAVEL ROAD TO REMAIN AVAILABLE TO PROPERTY OWNERS TO NORTH UNTIL EDINGTON DRIVE & AMERICANOS BLVD. ARE PAVED & PROVIDE PERMANENT ACCESS TO DOUGLAS ROAD.
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St. Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

☒ County Clerk-Recorder
Sacramento County
600 8th Street
Sacramento, CA 95814

From: City of Rancho Cordova
Department of Public Works
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Project Title: **North Douglas Abandonment of Irrevocable Offer of Dedication**

Project Location: In the City of Rancho Cordova, starting on Douglas Road at a point approximately 0.86 miles west of the intersection of Grant Line Road and Douglas Road and leading northeast then north for approximately 0.54 miles within the North Douglas property.

Assessor's Parcel Number(s): APN 072-0370-016, 072-0300-003, and 072-0300-004

Project Description: As part of the development of the North Douglas Project, the City of Rancho Cordova has abandoned an Irrevocable Offer of Dedication (IOD) concerning portions of the above parcels. The action concerns the southeastern 60 feet and eastern 30 feet of APN 072-0370-016, the western 30 feet of APN 072-0300-003, and the eastern 30 feet of APN 072-0300-004. These portions of the concerned parcels currently contain a rural, unimproved road that serves several rural properties to the north. However, this roadway is to be replaced by internal roadways within the North Douglas Project, approved by the City Council on June 21, 2004.

Lead Agency: City of Rancho Cordova

Applicant: City of Rancho Cordova

Exemption Status:

☐ Ministerial [Section 21080(b); 15268];

☐ Declared Emergency [Section 21080(b)(3); 15269(a)];

☐ Emergency Project [Section 21080(b)(4); 15269(b)(c)];

☒ **General Rule [Section 15061(b)(3)];**

☒ **Categorical Exemption [Section 21080(b)(9); 15305];**

☐ Statutory Exemption [Section 15273(a)(4)].

REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt under State CEQA Guidelines Section 15061(b)(3) which states:

> *"(b) A project is exempt from CEQA if: . . .*
>
> *(3) The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."* (emphasis added)

The project is also exempt under Public Resources Code Section 21080(b)(9) which states:

> *"(b) This division does not apply to any of the following activities: . . .*
>
> *(9) All classes of project designated pursuant to Section 21084."* (emphasis added)

Public Resources Code Section 21084(a) states:

> *"(a) The guidelines prepared and adopted pursuant to Section 21083 shall include a list of classes of projects which have been determined not to have a significant effect on the environment and which shall be exempt from this division . . . "* (emphasis added)

Additionally, State CEQA Guidelines Section 15305 states:

> *"Class 5 consists of minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density . . ."*(emphasis added)

Discussion

The action is exempt from CEQA because the City of Rancho Cordova has determined that the project would not have the potential for causing a significant effect on the environment. This action by the City is required in order to construct the North Douglas project, approved by the City of Rancho Cordova City Council on June 21, 2005. The North Douglas project was analyzed pursuant to the requirements of CEQA and found to have a less than significant effect on the environment with the incorporation of mitigation measures. The City Council adopted Resolution 84-2004 to this effect, stating that the project ". . . will not have a significant adverse impact on the environment . . ." A Mitigated Negative Declaration was prepared by the City for the project and was approved by the City Council on June 21, 2005 (State Clearinghouse Number 2004012062). Because this action is a component of, logical result of, and requirement of the North Douglas project, impacts from this action were addressed in the original MND and would therefore have a less than significant effect on the environment. Therefore, this action is exempt from further environmental review pursuant to State CEQA Guidelines Section 15061(b)(3).

The action is also exempt from CEQA because it constitutes a minor alteration in land use limitations in an area with less than 20 percent (20%) slope and because the action will not result in a change in land use or density. The action is an abandonment of an Irrevocable Offer of Dedication (IOD), which would result in the release of the area involved from the requirement that it be available for use as a City Major Road. The existing land use in the area affected by the action is a rural, unimproved road. While the ultimate land use of that area will change to low-density residential and new roadways, this change is not the direct result of the action but rather the result of the North

Douglas Project which has been found by the City of Rancho Cordova to not have any significant effects on the environment (City of Rancho Cordova Resolution No. 84-2004). Because the action itself would not result in a change in land use or density and it constitutes a minor alteration in land use limitations, the action is exempt from CEQA pursuant to Public Resources Code Sections 21080(b)(9) and 21084(a) as well as State CEQA Guidelines Section 15303.

By H. Anderson

Hilary Anderson, Environmental Coordinator
City of Rancho Cordova
(916) 361-8700
Date: December 19, 2005

STREET OR HIGHWAY
(GENERAL VACATION)

To the Honorable City Council
Of the City of Rancho Cordova
State of California

We the undersigned freeholder of the City of Rancho Cordova, County of Sacramento, State of California, being at least ten in number, hereby petition the Honorable City Council of the City of Rancho Cordova to abandon the hereinafter described city street, under the provisions of Section 8320 – 8325 of the Streets and Highways Code of the State of California. That at least two of the said freeholders are residents of the road district wherein said city street lies.

Said city street is described as follows: (SEE EXHIBIT A)

WHEREFORE, petitioners pray that the Honorable City Council of the City of Rancho Cordova, set a times and place of the hearing of this petition, and that notice be given of the date set for hearing as required by Section 8320 of the Streets and Highways Code of the State of California.

Date: 3/3/2005

1.	BRIAN BOMBECK Name – print or type	1075 CREEKSIDE RIDGE DR #110 Address – Street
	Signature	ROSEVILLE, CA 95670 City - State – Zip code
2.	TERRI PARHAM Name – print or type	2514 RIBIER WAY Address – Street
	Signature	RANCHO CORDOVA, CA 95670 City – State – Zip code
3.	MARK HEMONETTE Name – print or type	2524 Berrywood Dr. Address – Street
	Signature	Rancho Cordova, CA 95670 City – State – Zip code
4.	Whitney L. Powell Name – print or type	11038 TINTA FINA DR Address – Street
	Signature	RANCHO CORDOVA, CA. 95670 City – State – Zip code

[illegible]

STREET OR HIGHWAY, GENERAL VACATION PETITION CONTINUED

5. Sterling York
Name – print or type

Signature

3500 Data Dr. Apt #326
Address – Street

Rancho Cordova, CA 95670
City – State – Zip code

6. David Divine
Name – print or type

Signature

12565 Douglas Rd
Address – Street

Rancho Cordova, CA 95742
City – State – Zip code

7. Alaina Divine
Name – print or type

Signature

12565 Douglas Rd
Address – Street

Rancho Cordova CA 95742
City – State – Zip code

8. DAVID WHITLOW
Name – print or type

Signature

12525 DOUGLAS RD.
Address – Street

RANCHO CORDOVA CA 95742
City – State – Zip code

9. Marcie Whitlow
Name – print or type

Signature

12525 DOUGLAS Rd.
Address – Street

Rancho Cordova CA 95742
City – State – Zip code

10. Lynne Fagundes
Name – print or type

Lynne Fagundes
Signature

12535 Douglas Rd
Address – Street

Rancho Cordova, CA 95742
City – State – Zip code

Tony Fagundes
Tony Fagundes

12535 Douglas Rd
Rancho Cordova, CA 95742

MEMORANDUM

DATE: December 19, 2005

TO: City Council

FROM: Adam Lindgren, Assistant City Attorney
William Campbell, Principal Planner

SUBJECT: SUNRIDGE PARK PHASE II SUBDIVISION - DEVELOPMENT AGREEMENT

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

PROJECT:	Draft Development Agreement between River West Investments and the City of Rancho Cordova
FILE:	RC-04-096
LOCATION:	The project is bordered by Douglas Road to the north and Jaeger Road is to the west, with Americanos Road to the east and the proposed "Preserve at Sunridge" project to the south.
APN:	067-0040-014 and 015
PLANNER:	William Campbell, Principal Planner

RECOMMENDATION

The Planning Commission recommends the City Council adopt Ordinance 30-2005, accepting the Development Agreement for the Sunridge Park Phase II project, as submitted. The effect of this approval will allow the project to proceed with the required conditions.

PROJECT DESCRIPTION

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

AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT

Development agreements are authorized by state law (Government Code Section 65864 et

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

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

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

The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Sunridge Park Phase II site is Low Density Residential and the proposed project is to create 151 single family lots consistent with that land use, (b) the project is consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

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

The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the subdivision is located in that the project approvals include the Rezoning of the Property adopted by, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003, City Urgency Ordinance No. 01-2003, and Ordinance 1-2004 adopted on January 20, 2004.

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

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

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

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

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

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

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

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

CRITICAL PROVISIONS OF THE DEVELOPMENT AGREEMENT

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

POLICE TAX. The Developer is agreeing to vote in favor of a new $450.00 per residential parcel special tax to pay for additional police services. The tax will be payable beginning in the year following issuance of the building permit for each residential lot. This tax and the police services that will be financed were approved on the July 1, 2003 by the City Council. If all 151 residential parcels on the tentative map are built out, this tax will generate $67,950.00 per year initially from this subdivision.

INFILL PARK AND OPEN SPACE RENOVATION AND ACQUISITION FEE. The Developer is agreeing to pay the City $1,500.00 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 within Exhibit F of the DA. (Section 6.4.3) If, as anticipated, all 151 residential parcels on the tentative map are finalized, this fee will generate $226,500.00 from this subdivision.

FEES FOR DEVELOPMENT OF NEW PARKS. The Developer is agreeing to pay park impact fees in effect at the time of the issuance of building permits. Prior to recordation of any final map for the Property, Landowner shall enter into a Parks Development Agreement ("Parks DA") with the Cordova Recreation and Park District (the "Park District"), to which the City shall be named as a third party beneficiary. The Parks DA shall address, among other things, the design and improvement of all parks within the Project, the Landowner's obligation to construct ("turnkey") such parks, the timing of park construction, and the credits and reimbursements to which Landowner shall be entitled in connection with the construction of such park improvements upon the Property. Landowner shall pay the costs of preparing the Parks DA.

ROAD MAINTENANCE ASSESSMENT DISTRICT. Landlord shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.

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

USE OF PROPERTY AND PERMITTED USES. The Development Agreement vests the Developer's right to build out the project consistent the existing regulations regarding the uses, density, intensity, height and size of proposed buildings, and the absence of phasing or development timing requirements. (Sections 6.1, 6.2 and 6.3) If the City changes its laws with respect to these issues, the new laws will generally not apply to the project for the duration of the Development Agreement. (Section 6.2)

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

ENVIRONMENTAL ANALYSIS

The key environmental issues for this project were addressed in a Mitigated Negative Declaration for Sunridge Park Phase II. The document was released for public review on June 24, 2005 through July 13, 2005. The Mitigated Negative Declaration includes site specific mitigation measures and references the mitigation measures within the MMRP prepared for the Specific Plan EIR. The Development Agreement was made part of the project's approval conditions, and therefore the Agreement itself would not have an environmental impact.

FINANCIAL IMPACTS

The Development Agreement would have a net, positive financial impact on the City. The estimated net total for the known fees should be at least $294,450.00, which is the $226,500.00 that is expected to be generated from the Infill Parks Renovation Fee, plus the $67,950.00 that is expected to be generated from the Special Police Tax. The other fees have not been calculated at this time.

RECOMMENDED MOTIONS

Move the City Council find the Development Agreement is Categorically Exempt, in accordance with the California Environmental Quality Act (CEQA), and waive first reading and introduce Ordinance No. 30-2005 accepting the Development Agreement for the Sunridge Park Phase II project, as submitted.

ATTACHMENT

A. Ordinance No. 30-2005 Sunridge Park Phase II Project Development Agreement Draft.
B. 500 Foot Radius Map

CITY OF RANCHO CORDOVA

ORDINANCE NO. 30-2005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE DEVELOPMENT AGREEMENT FOR RC-04-096, THE SUNRIDGE PARK PHASE II PROJECT

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Recitals

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

B. The proposed Sunridge Park Phase II Project (RC-04-096) is located south of Douglas Road and east of Jaeger Road, which is within the Sunridge Specific Plan ("Specific Plan") and which is designated as Low Density Residential by the General Plan and the Community Plan.

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

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

E. On October 27, 2005, 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 November 21, 2005, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

G. In 2002, Sacramento County ("County"), certified as adequate and complete the Final EIR (the "EIR") for Sunridge Specific Plan and Zoning Ordinance for the Sunridge Park Project property. The City also approved a Mitigated Negative Declaration for the Tentative Subdivision Map for the Sunridge Park Phase II project on August 25, 2005. Mitigation measures were required in the EIR and Mitigated Negative Declaration and are incorporated into the Sunridge Park Phase II Project and into the terms and conditions of the Development Agreement.

H. Pursuant to the California Environmental Quality Act, the City has performed an Initial Study and issued a Mitigated Negative Declaration for the Sunridge Park Phase II Tentative Subdivision Map, which concluded that: (a) the Sunridge Park Phase II Project will not have a significant impact on the environment due to the mitigation measures adopted by the City and for the following reasons: i) it will not have the potential to degrade the quality of the environment or negatively

impact fish or wildlife species, including plants, or damage archaeologically significant resources; ii) it will not result in considerable cumulative impacts on the environment; iii) it will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the project have been reduced to a less than significant level; and (b) that the preparation of an environmental impact report pursuant to the Environmental Quality Act is not required.

Section 2: Findings and Determinations

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

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that (a) the land use designation for the Sunridge Park Phase II project site is Low Density Residential and the proposed project is to create 151 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 as adopted by the City on January 20, 2004 by City Ordinance 01-2004.

C. The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Sunridge Park Phase II 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:

"101-813. Development Agreement for Sunridge Park Phase II"

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 Cod

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 AND ADOPTED by the City Council of the City of Rancho Cordova this _____day of January 2006, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
ROBERT J. MCGARVEY, Mayor

ATTEST:

_____
LILLIAN E. HARE, City Clerk

Attachment 1

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: City Clerk

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

SUNRIDGE PARK, LLC, AS LANDOWNERS

RELATIVE TO SUNRIDGE PARK—PHASE II

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DEVELOPMENT AGREEMENT
RELATIVE TO SUNRIDGE PARK—PHASE II

This Development Agreement is entered into as of this _____ day of February, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), Sunridge Park, LLC, a limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. Project. Landowner has obtained various approvals from the City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a mixed use project known as Sunridge Park (the "Project") to be located on the Property.

4. Public Hearing. On August 25, 2005, the Planning Commission of the City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. Environmental Review. On _____, the City Council certified as adequate and complete the Subsequent Mitigated Negative Declaration ("SMND") for the Project. Mitigation measures were required in the SMND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

6.1. The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003, as amended on March 21, 2005, by City Resolution No. 35-2005-2005 (the "General Plan");

6.2. The Sunridge Specific Plan adopted by County, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the "Specific Plan");

6.3. The SMND. The Subsequent Mitigation Measures in both the Environmental Impact Report ("EIR") and the SMND are incorporated into the Project and into the terms and conditions of this Agreement.

6.4. The Rezoning of the Property, approved by the City on January 20, 2004, by City Ordinance No. 1-2004;

6.5. The Tentative Subdivision Map for the Project (attached hereto as Exhibit D approved by the City on _____, by City Resolution No. _____;

6.6. This Development Agreement, as adopted on January 30, 2005 by City Ordinance No. _____ (the "Adopting Ordinance").

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

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

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

10. **Consistency with General 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.

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

AGREEMENT

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

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

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

4. **Relationship of City and Landowner**. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that 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 _____2006, which is the effective date of City Ordinance No._____, adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of 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. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

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

6. **Use of Property**.

6.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this

Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

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

> Single-Family, Low Density Residential 151 units on 78.5 acres all as set forth in Exhibit B-1. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

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

6.4. Additional Conditions.

6.4.1. New Park Development Obligation. The Project shall be subject to Resolution No. 28-2005, which establishes revised standards for Park and Open Space in the City. The Project shall also be subject to the development impact fees imposed by the City pursuant to Ordinance 36-2005, which established the City's intent to modify its park improvement impact fee.

6.4.2. Timing of Dedications and Improvements of Parks. Prior to recordation of any final map for the Property, Landowner shall fulfill the obligations described in Section 6.4.1. Landowner agrees to commence construction of the improvements described in Section 6.4.1 prior to the issuance of the first building permit for the Project and to complete construction of all the improvements described in Section 6.4.1 prior to issuance of the 50th building permit. Landowner shall pay to the City any in-lieu fee required under Section 6.4.1 no later than prior to issuance of the final map for each residential parcel for the Property. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirements described in Sections 6.4.1 and 6.4.2, and entering into a park development agreement with the Cordova Parks and Recreation District. The park

development agreement shall address, but not be limited to the location and size of parcels to be located within the property, specific facilities to be constructed by Landowner, fees to be paid by Landowner, and credits and reimbursements that shall be issued by the District to the Landowner.

6.4.3. **In-fill Park and Open Space Renovation and Acquisition Fee**. The Landowner agrees that it shall pay the City the total sum of one thousand and five hundred dollars ($1500.00) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit F. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the existing park renovation fees required under this Section.

6.4.4. **Police Tax**. Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of $450 annually per single-family residential parcel or residential parcel equivalent, and $0.25 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses). Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this Section for the Project.

6.4.5. **Road Maintenance Conditions**. Landowner shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Landowner.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. Rules Regarding Permitted Uses. The City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.1, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

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

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

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

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

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

8.2. Development Impact Fees, Exactions and Dedications. Except as otherwise provided herein including Sections 6.3 and 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by the 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 the City after the Effective Date so long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by

geographic location or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District (CFD) or other such financing mechanism acceptable to the City, subject to and in accordance with the provisions thereof.

9. Community Facilities District.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

9.2. Issuance of Bonds. City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section. As of the Effective Date, one series of such bonds has been issued. At least one additional series of bonds is expected to be issued.

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

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

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

10. Service District for Maintenance.

10.1. Formation, Consent, Waiver and Special Benefit. Landowner must cooperate in formation or annexation to, one or more financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Services District shall:

i. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage

improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures.

ii. Cause to be established appropriate funding mechanisms, to the satisfaction of the Park District, to fund the ongoing maintenance of park facilities and improvements within the Project, and any other park improvements pursuant to the Project Approvals.

iii. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, in consultation with the Sacramento County Department of Water Resources, to fund the ongoing maintenance of drainage facilities within the Project consistent with the Project Approvals.

iv. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the Sacramento Metropolitan Fire District within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the Fire District.

v. Conduct, manage and finance any environmental mitigation monitoring required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Section 10.1 is not known as of the Effective Date, and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January 1, 2006, based upon the Consumer Price Index, consistent with Sections 6.4.3 and 6.4.4 of this Agreement.

10.2. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City or Park District shall be excluded from any assessment to be imposed by the Services District.

11. Amendment or Cancellation.

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

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

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 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 Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

11.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements, or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

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

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

13. Annual Review.

13.1. Review Date. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

13.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within 30 days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

13.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related exhibits, concerning contract performance at least three (3) days prior to any annual review.

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

13.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code Section 110-05. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

13.6. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).

14. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 14.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

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

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

14.1.4. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the

Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such 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 ninety (90) days after the first notice of default is given.

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

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

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

16. Mortgagee Protection; Certain Rights of Cure.

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

16.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

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

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

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

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

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

21. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of

such assignment in the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

22. Agreement Runs with the Land. Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

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

24. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

25. Insurance.

25.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million dollars ($1,000,000) 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.

25.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall

maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

25.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 25.1 and 25.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

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

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

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

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

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

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

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

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

29. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of nineteen (19) pages and five (5) exhibits, which constitute the entire understanding and agreement of the parties.

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

31. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event state or federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such state and federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on the _____, and Landowner has caused this Agreement to be executed.

"CITY"	"LANDOWNER"
CITY OF RANCHO CORDOVA, a municipal corporation	SUNRIDGE PARK, LLC a limited liability company
By: _____	By:
Name: _____	Name: _____
Its: _____	Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

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

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
SUNRIDGE PARK PHASE II DEVELOPMENT AGREEMENT

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being all of the Remainder as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

Beginning at a three-quarter inch (¾") iron pipe with no plug or tag marking the Northerly terminus of the East line of said Section 9 on the South line of Rancho Rio de los Americanos; thence along said East line ofSect ion 9, South 00°53'22" East a distance of4 9.18 feet; thence from said **POINT OF BEGINNING,** along said East line of Section 9, South 00°53'22" East a distance of 1691.58 feet to a found three-quarter inch (¾") iron pipe with no plug or tag marking the Southeast corner of said Section 9; thence along the East line of Section 16, South 00°56'08" Easta distance of 950.86 feet to the Southeast corner of the Remainder as shown on said Large Lot Final Map; thence along said South line of the Remainder, South 89°34'45" West a distance of 2941.21 feet; thence leaving said South line of said Large LotM ap, along the Westerly line of said Remainder for the following fourteen (14) arcs, courses and distances:

1. North 00°24'56" West a distance of 660.00 feet;
2. South 89°35'04" West a distance of 327.71 feet;
3. North 00°24'56" West a distance of 4.00 feet to a point of curvature;
4. from a radial line which bears South 00°24'56" East, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
5. South 89°35'04" West a distance of 58.00 feet to a point of curvature;
6. from a radial line which bears North 89°35'04" East, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
7. South 00°24'56" East a distance of 4.00 feet;
8. South 89°35'04" West a distance of 434.29 feet;
9. North 00°24'56" West a distance of 4.00 feet to a point of curvature;
10. from a radial line which bears South 00°24'56" East, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
11. South 89°35'04" West a distance of 40.00 feet to a point of curvature;
12. from a radial line which bears North 89°35'04" East, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
13. South 00°24'56" East a distance of 4.00 and;
14. South 89°35'04" West a distance of 88.67 feet to the West line of said Remainder being the West line of the East 1322.52 feet of the West 2645.04 feet of said Section 16;

Thence along said West line oft he East 1322.52 feet oft he West 2645.04 Feet ofSect ion 16, North 00°44'04" West a distance of 279.51 feet; thence along the West line of the East 1322.52 feet of the West2 645.04 feet of said Section 9, North 00°44'24" West a distance of 1689.65 feet to the southerly right-of-way line of Douglas Road as shown and so designated on said Large Lot

Final Map; thence along said southerly right-of-way line of Douglas Road for the following sixteen (16) arcs, courses and distances:

1. North 89°18'33" East a distance of 0.71 feet;
2. North 89°23'21" East a distance of 600.28 feet;
3. South 00°36'39" East a distance of 6.00 feet to a point of curvature;
4. from a radial line which bears North 00°36'39" West, 39.36 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 90°11'43;
5. North 89°35'04" East a distance of 6.00 feet;
6. South 00°24'56" East a distance of 6.00 feet;
7. North 89°35'04" East a distance of 62.00 feet;
8. North 00°24'56" West a distance of 6.42 feet;
9. North 89°35'04" East a distance of 6.00 feet to a point of curvature;
10. from a radial line which bears South 89°35'04" West, 42.92 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 98°21'30";
11. South 82°03'26" East a distance of 51.92 feet;
12. North 89°23'21" East a distance of 97.00 feet;
13. South 00°36'39" East a distance of 7.00 feet;
14. North 89°23'21" East a distance of 28.00 feet;
15. North 00°36'39" West a distance of 7.00 feet; and
16. North 86°54'47" East a distance of 88.10 feet;

thence leaving said southerly right-of-way line of Douglas Road, along the northerly line of the Remainder as shown on said Large Lot Final Map for the following one hundred and two (102) arcs, courses, and distances:

1. South 00°24'56" East a distance of 128.19 feet;
2. South 89°35'04" West a distance of 125.00 feet;
3. South 00°24'56" East a distance of 145.00 feet;
4. South 89°35'04" West a distance of 391.82 feet;
5. South 00°24'56" East a distance of 105.00 feet;
6. South 89°35'04" West a distance of 180.00 feet;
7. South 00°24'56" East a distance of 145.00 feet;
8. South 89°35'04" West a distance of 142.50 feet;
9. South 00°24'56" East a distance of 95.00 feet to a point of curvature;
10. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
11. South 00°24'56" East a distance of 62.00 feet;
12. North 89°35'04" East a distance of 436.32 feet to a point of curvature;
13. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
14. South 00°24'56" East a distance of 347.00 feet;
15. North 89°35'04" East a distance of 433.00 feet;
16. North 00°24'56" West a distance of 110.00 feet;
17. North 89°35'04" East a distance of 90.00 feet to a point of curvature;
18. 7.93 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 22°43'10";

19. North 22°18'14" East a distance of 55.01 feet;
20. North 09°55'09" East a distance of 102.47 feet;
21. North 89°35'04" East a distance of 45.15 feet;
22. North 00°24'56" West a distance of 115.00 feet;
23. North 89°35'04" East a distance of 180.00 feet;
24. South 00°24'56" East a distance of 115.00 feet;
25. South 89°35'04" West a distance of 102.50 feet;
26. South 00°24'56" East a distance of 370.00 feet;
27. South 89°35'04" West a distance of 90.00 feet to a point of curvature;
28. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
29. South 89°35'04" West a distance of 40.00 feet to a point of curvature;
30. from a radial line which bears North 89°35'04" East,3 1.42 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
31. South 89°35'04" West a distance of 441.00 feet to a point of curvature;
32. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
33. South 89°35'04" West a distance of 62.00 feet;
34. South 00°24'56" East a distance of 247.13 feet to a point of curvature;
35. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
36. South 89°35'04" West a distance of 544.50 feet;
37. South 00°24'56" East a distance of 173.00 feet;
38. North 89°35'04" East a distance of 9.51 feet;
39. South 30°42'15" East a distance of 117.92 feet to a point of curvature;
40. from a radial line which bears North 30°42'15" West, 77.38 feet along the arc of a non-tangent 50.00 foot radius curve to the left through a central angle of 88°39'59" to a point of reverse curvature;
41. 15.16 feet along the arc of a tangent 30.00 foot radius curve to the right through a central angle of 28°57'18";
42. South 00°24'56" East a distance of 66.27 feet;
43. North 89°35'04" East a distance of 1005.79 feet;
44. South 00°24'56" East a distance of 140.00 feet;
45. North 89°35'04" East a distance of 84.21 feet;
46. South 00°24'56" East a distance of 29.00 feet to a point of curvature;
47. from a radial line which bears North 00°24'56" West, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
48. South 00°24'56" East a distance of 85.90 feet;
49. North 89°35'04" East a distance of 172.50 feet;
50. South 00°24'56" East a distance of 105.00 feet;
51. South 89°35'04" West a distance of 110.00 feet;
52. South 00°24'56" East a distance of 290.00 feet;
53. North 89°35'04" East a distance of 930.19 feet to a point of curvature;

54. 156.77 feet along the arc of a tangent 226.00 foot radius curve to the left through a central angle of 39°44'37";
55. South 40°09'33" East a distance of 109.31 feet;
56. North 40°38'57" East a distance of 1443.81 feet;
57. North 49°21'03" West a distance of 105.00 feet;
58. North 40°38'57" East a distance of 135.00 feet;
59. South 49°21'03" East a distance of 105.00 feet;
60. North 40°38'57" East a distance of 113.00 feet;
61. North 49°21'03" West a distance of 146.74 feet to a point of curvature;
62. 60.43 feet along the arc of a tangent 471.00 foot radius curve to the right through a central angle of 07°21'05";
63. North 41°59'59" West a distance of 122.76 feet to a point of curvature;
64. 34.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 99°18'44" to a point of compound curvature;
65. 36.49 feet along the arc of a tangent 480.00 foot radius curve to the right through a central angle of 04°21'19" to a point of reverse curvature;
66. 190.76 feet along the arc of a tangent 520.00 foot radius curve to the left through a central angle of 21°01'08";
67. North 40°38'57" East a distance of 63.19 feet;
68. North 49°21'03" West a distance of 162.00 feet;
69. North 40°38'57" East a distance of 34.58 feet;
70. North 49°21'03" West a distance of 121.98 feet to a point of curvature;
71. from a radial line which bears North 51°37'56" West, 1.19 feet along the arc of a non-tangent 30.00 foot radius curve to the right through a central angle of 02° 16'52";
72. North 40°38'57" East a distance of 146.08 feet;
73. North 49°21'03" West a distance of 165.00 feet;
74. North 40°38'57" East a distance of 4.77 feet;
75. North 28°19'51" West a distance of 122.74 feet to a point of curvature;
76. from a radial line which bears South 28°19'51" East, 74.49 feet along the arc of a non-tangent 40.00 foot radius curve to the left through a central angle of 106°41'43" to a point of reverse curvature;
77. 23.26 feet along the arc of a tangent 30.00 foot radius curve to the right through a central angle of 44°24'55";
78. North 00°36'39" West a distance of 11.01 feet to a point of curvature;
79. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
80. North 00°36'39" West a distance of 40.00 feet;
81. South 89°23'21" West a distance of 92.64 feet;
82. North 00°36'39" West a distance of 147.00 feet to the southerly right-of-way line of Douglas Road as shown on said Map;
83. along said southerly right-of-way line of Douglas Road, North 89°23'21" East a distance of 280.00 feet;
84. leaving said southerly right-of-way line of Douglas Road, South 00°36'39" East a distance of 147.00 feet;

85. South 89°23'21" West a distance of 57.36 feet;
86. South 00°36'39" East a distance of 117.50 feet;
87. South 05°53'33" West a distance of 45.19 feet;
88. South 49°21'03" East a distance of 124.71 feet to a point of curvature;
89. from a radial line which bears South 51°56'49" East, 12.69 feet along the arc of a non-tangent 280.00 foot radius curve to the right through a central angle of 02°35'46";
90. South 40°38'57" West a distance of 64.59 feet;
91. South 49°21'03" East a distance of 162.00 feet;
92. South 40°38'57" West a distance of 34.58 feet;
93. South 49°21'03" East a distance of 162.00 feet ;
94. North 40°38'57" East a distance of 220.25 feet to a point of curvature;
95. 162.75 feet along the arc of a tangent 226.00 foot radius curve to the left through a central angle of 41°15'35";
96. North 00°36'39" West a distance of 199.98 feet;
97. North 05°07'42" East a distance of 50.00 feet;
98. North 00°36'39" West a distance of 92.25 feet;
99. North 44°23'21" East a distance of 2.83 feet to a point of curvature;
100. from a radial line which bears South 89°23'21" West, 39.27 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 90°00'00";
101. North 00°36'39" West a distance of 6.00 feet; and
102. North 89°23'21" East a distance of 90.24 feet to the Point of Beginning.

Containing 78.280 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

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

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

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

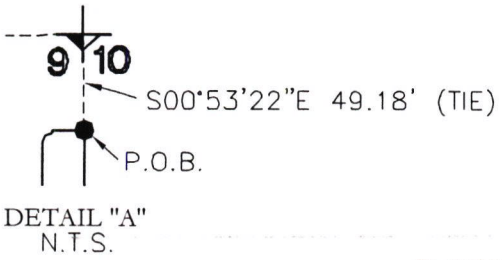
Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

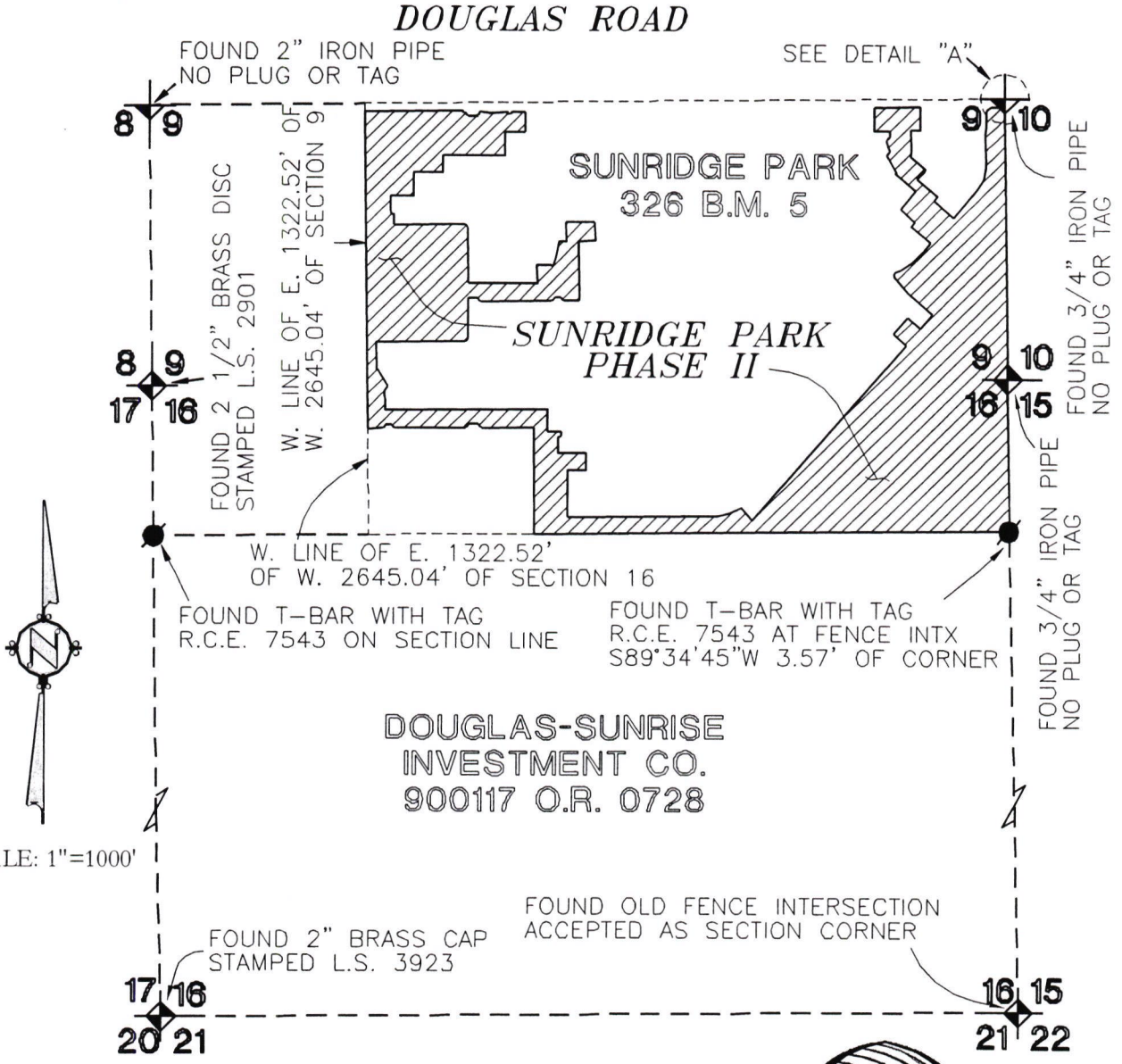
PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
DEVELOPMENT AGREEMENT
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



DETAIL "A"
N.T.S.



SEE DESCRIPTION FOR
COURSE INFORMATION

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

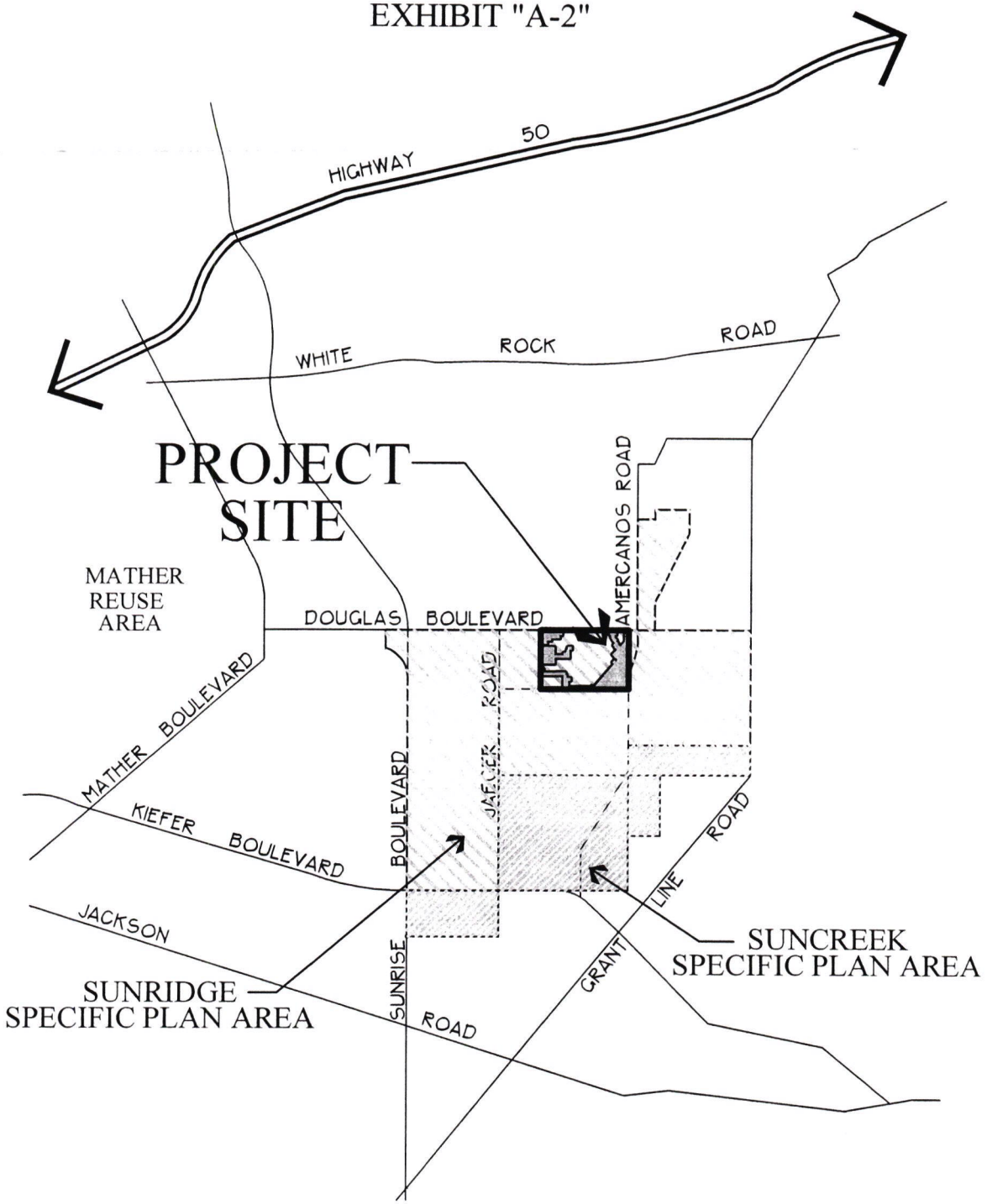
LOCATION MAP

SUNRIDGE PARK - PHASE II

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 21, 2005

EXHIBIT "A-2"



NORTH
N.T.S.

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

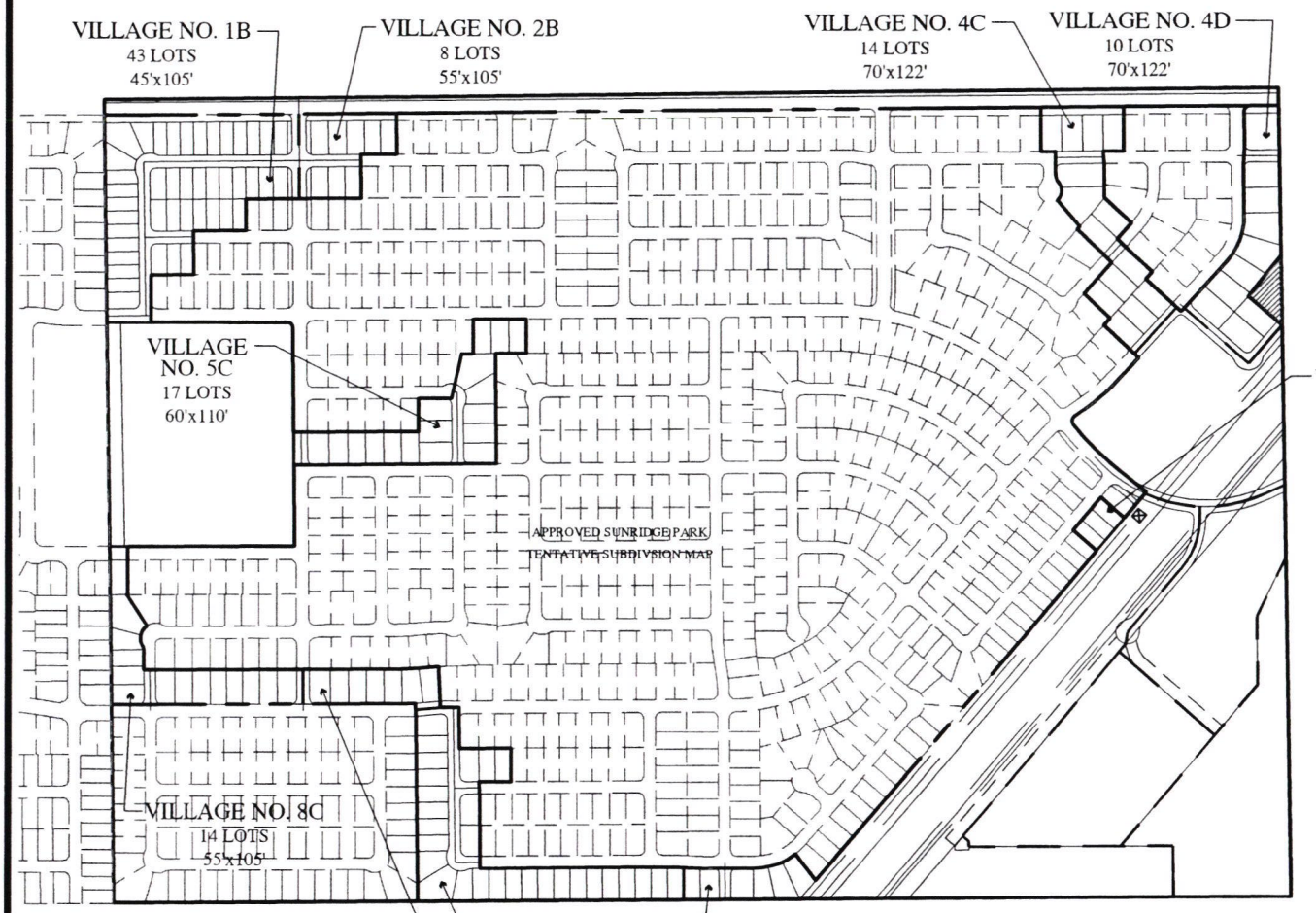
LAND USE MAP

SUNRIDGE PARK - PHASE II

EXHIBIT "B-1"

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 21, 2005



LAND USE SUMMARY TABLE

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
4C & 4D	LDR/RD-4/RD-4	24 LOTS (70'x122')	6.3
5C, 5D	LDR/RD-5/RD-5	24 LOTS (60'x110')	4.6
2B,8C, 9B & 10B	LDR/RD-5/RD-5	57 LOTS (55'x105')	10.2
1B & 11B	LDR/RD-7/RD-7	46 LOTS (45'x105')	7.2
TOTAL		151 LOTS	28.3

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

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LAND USE SUMMARY

SUNRIDGE PARK - PHASE II

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 21, 2005

EXHIBIT "B-2"

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 4C	LDR/RD-4/RD-4	S-F RESIDENTIAL (70'x122' TYP.)	3.2	3.4	14
VILLAGE 4D	LDR/RD-5/RD-5	S-F RESIDENTIAL (70'x122' TYP.)	2.8	2.9	10
VILLAGES 5C + 5D	LDR/RD-5/RD-5	S-F RESIDENTIAL (60'x110' TYP.)	4.6	4.6	24
VILLAGES 2B, 8C, 9B + 10B	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'x105' TYP.)	10.1	10.2	57
VILLAGES 1B + 11B	LDR/RD-7/RD-7	S-F RESIDENTIAL (45'x105' TYP.)	6.8	7.2	46
SUBTOTAL			**27.5**	**28.3**	**151**
LOT A	LDR/SCHOOL/RD-5	ELEMENTARY SCHOOL	10.0	10.0	-
LOTS B + C	LDR/PARK/O	PARKS	7.3	8.2	-
LOT D	COMM + OFFICE/CMU/LC	COMMERCIAL/MIXED USE	5.3	5.7	-
SUBTOTAL			**22.6**	**23.9**	**-**
LOT E	COMM + OFFICE/CMU/LC	WETLAND PRESERVE	6.4	6.4	-
LOT F	COMM + OFFICE/CMU/LC	SMUD SUB-STATION	6.5	6.5	-
LOT G	COMM + OFFICE/CMU/LC	DETENTION/WATER QUALITY BASIN	13.4	13.7	-
LOTS H-O	-	LANDSCAPE CORRIDOR	0.89	-	-
SUBTOTAL			**27.19**	**26.6**	**-**
TOTAL			**-**	**78.8**	**151**

GROSS ACREAGE INCLUDES ALL MINOR STREETS + LANDSCAPE CORRIDOR LOTS.

NET ACREAGES INCLUDE MINOR STREETS ONLY.

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EXHIBIT C

CFD IMPROVEMENTS

Roadway, Joint Trench Utilities, Local Drainage, Landscaping and Soundwalls

1. Douglas Road: Jaeger Road to Americanos Road
2. Douglas Road at Jaeger Road
3. Chrysanthy Boulevard: Anatolia I 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 SR 16
12. Sunrise Boulevard at Grant Line Road
13. Grant Line Road at SR 16
14. Grant Line Road at White Rock Road
15. SR 16 at Bradshaw Road
16. SR 16 at Eagle's Nest Road
17. SR 16 at Excelsior
18. SR 16: Sunrise Boulevard to Grant Line Road
19. Alta Sunrise Reliever: Douglas Road to US 50
20. Zinfandel Drive Extension
21. Sunridge Park Collector Roads

Utility Improvements

22. Any and all major Water facilities necessary to provide water service to Sunridge Park
23. Any and all major Sewer facilities necessary to provide sewer service to Sunridge Park
24. Any and all major Drainage facilities necessary to provide drainage for Sunridge Park

Park Improvements

25. Any and all park improvements within Sunridge Park

Other

26. Sunridge Specific Plan Water Fees for Sunridge Park
27. Sunridge Specific Plan Sewer Fees for Sunridge Park
28. Sunridge Specific Plan Road Fees for Sunridge Park
29. Sunridge Specific Plan Park Development Fees for Sunridge Park

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 1982, including the facilities described in Section 53313.5 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 are primarily for the benefit of the District; or 2) repair or rehabilitate existing District facilities.

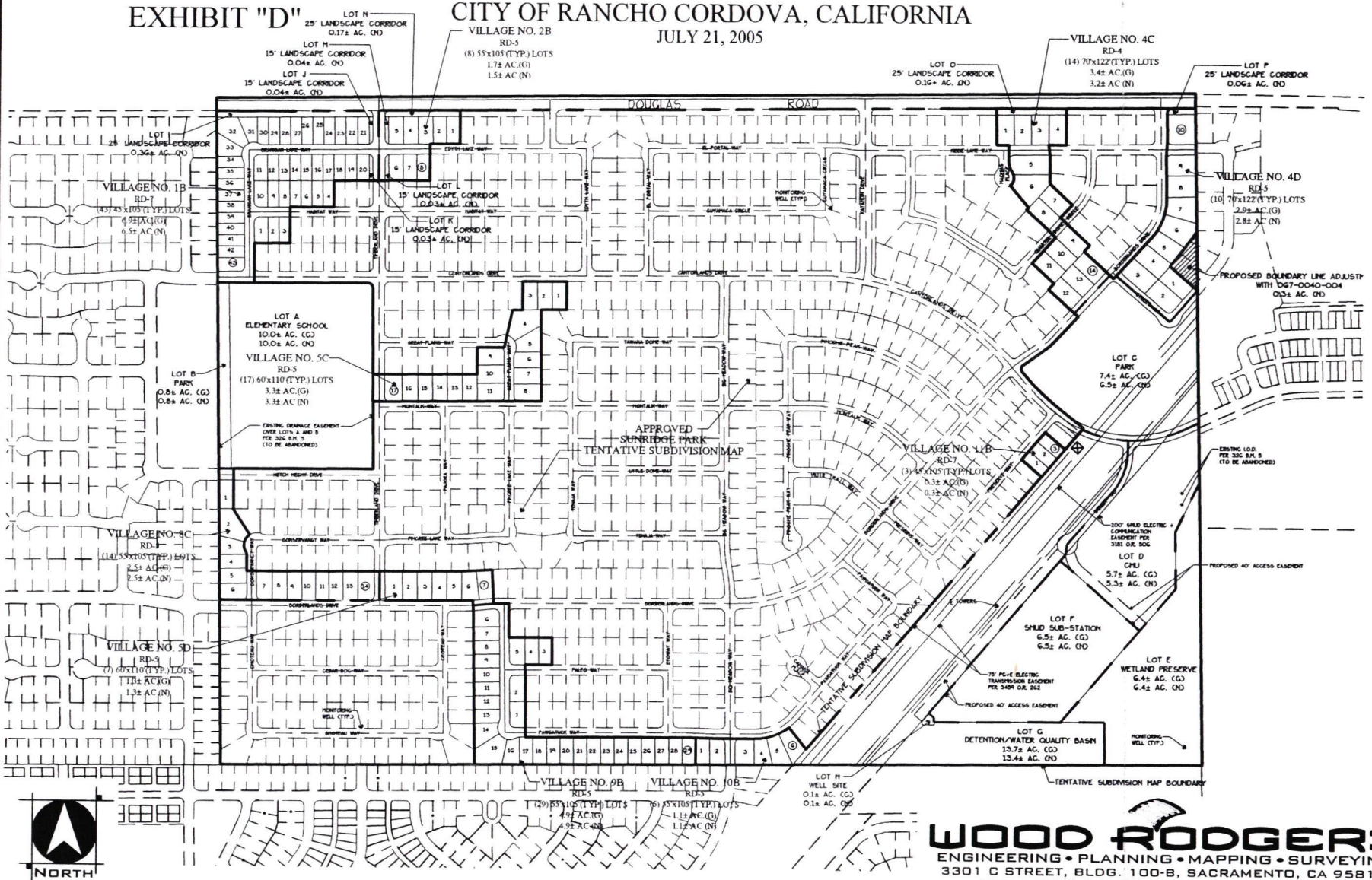
LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

SUNRIDGE PARK - PHASE II

EXHIBIT "D"

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 21, 2005



WOOD RODGERS

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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT E

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Clerk

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO SUNRIDGE PARK—PHASE II

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200_ ____, by and between _____, a _____ _____ (hereinafter "Developer"), and _____, a _____ _____ (hereinafter "Assignee").

RECITALS

1. On _____, 200_, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Rancho Cordova and Relative to the Development known as Sunridge Park—Phase II (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 200_, as Instrument No. 200_-_____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibits A-1 and A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
Attn: _____

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

DEVELOPER:	ASSIGNEE:
_____	_____,
a _____	a _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

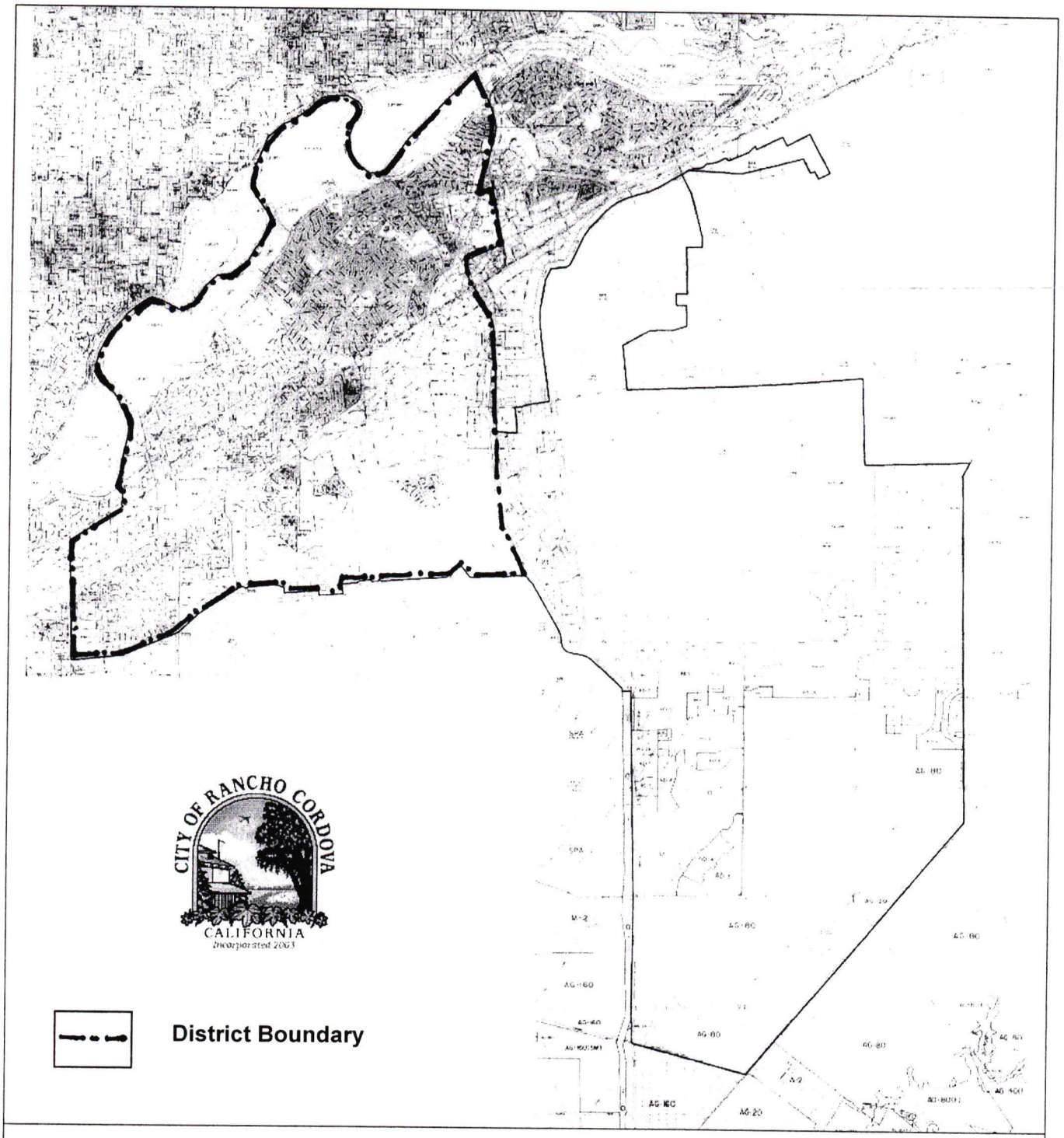


Exhibit F - Infill Park Renovation and Acquisition District

Attachment B

067-0040-014, 015-0000 1, 2
SUNRIDGE INVESTORS LLC
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826-

067-0040-004-0000 3
DOUGLAS ROAD 103 INVESTORS
7700 COLLEGE TOWN DR 118
SACRAMENTO CA 95826-

067-0040-008-0000 4
SULLIVAN LOUIS B/BOYD C SMITH/TR
A/P FAMILY INV
2560 MISSION COLL BL 101
SANTA CLARA CA 95050-

067-0040-012-0000 5
GRANTLINE INVESTORS INC
BRIAN VAIL
7700 COLLEGE TOWN DR 109
SACRAMENTO CA 95826-

067-0040-016-0000 6
CRESLEIGH HOMES CORPORATION
TOM WONG
433 CALIFORNIA ST SEVENTH
SAN FRANCISCO CA 94104-

072-0370-070, 067-0000 7, 8
AEROJET GENERAL CORPORATION
M W HURSEY
P O BOX 13222
SACRAMENTO CA 95813-

072-0370-075-0000 9
AEROJET GENERAL CORP
620 COOLIDGE 165
FOLSOM CA 95630-

072-0440-017-0000 10
INTERSTATE PROPERTIES LLC
JASON LEINKE
3909 SECURITY PARK DR
RANCHO CORDOVA CA 95742-

067-0040-013-0000 11
PAPPAS LOUIE J/VOULA L
5229 YORKVILLE PL
CARMICHAEL CA 95608-

067-0030-015-0000 12
JEAGER CORNER ENTERPRISES
3958 SANDERS RD
LIVE OAK CA 95953-

067-0030-017-0000 13
JAEGER 25/ETAL
STEVEN J SLAGLE
P O BOX 41531
SACRAMENTO CA 95841-

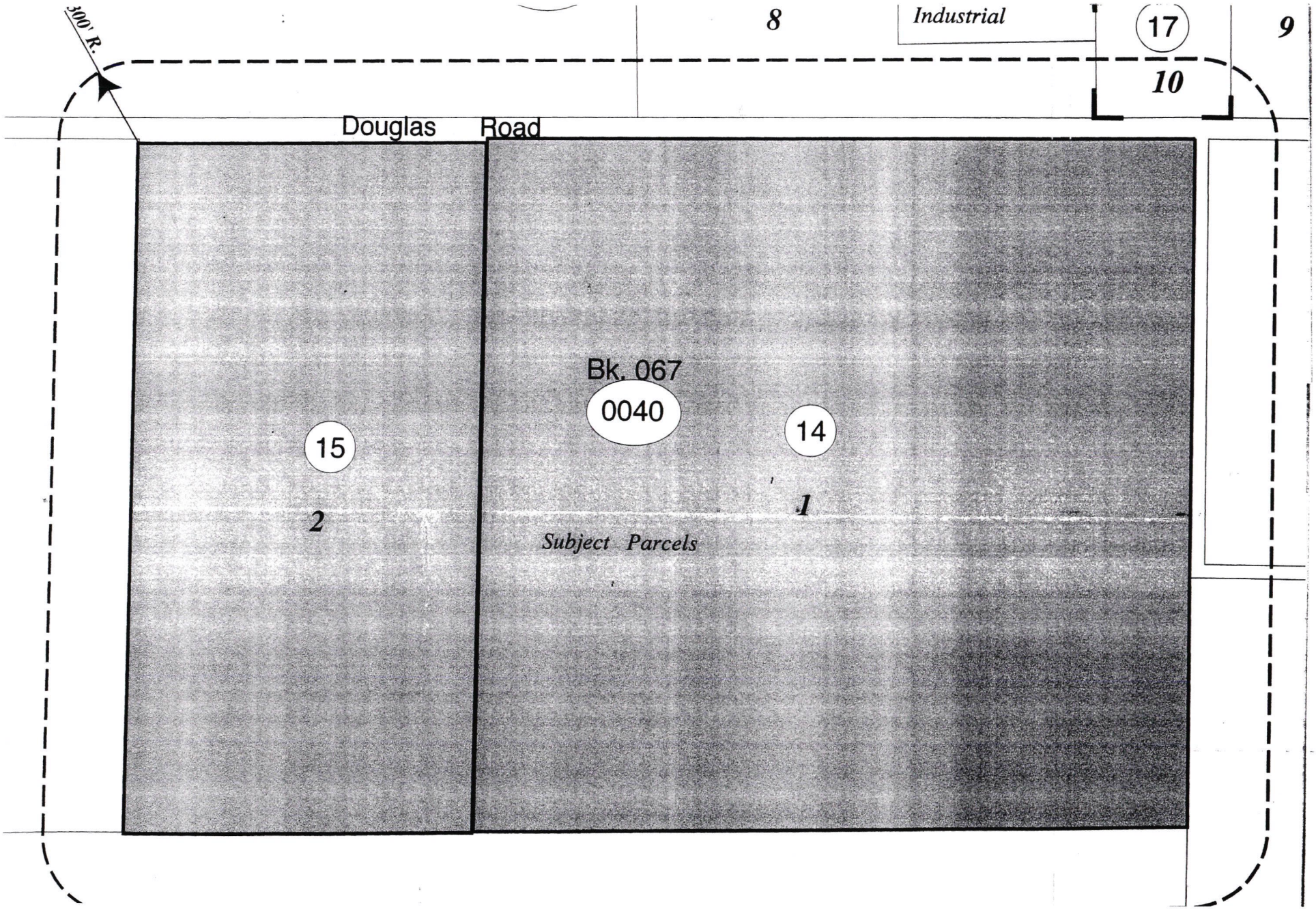
067-0030-018-0000 14
DAVIS FAMILY TRUST
13500 JACKSON RD
SLOUGHHOUSE CA 95683-

072-0370-066-0000 15
SEABOURNE ENTERPRISES L P/ETAL
7637 VASOS WY
FAIR OAKS CA 95628-

C/O DONNA FRAGOSO
WOOD-RODGERS, INC.
3301 C STREET, BLDG. 100B
SACRAMENTO CA 95816

096

04-096


300' R.
8
Industrial
17
9
10
Douglas Road
Bk. 067
0040
15
14
2
1
Subject Parcels

MEMORANDUM

DATE: **December 19, 2005**

TO: **City Council Members**

FROM: **Planning Department**

SUBJECT: **Urgency Ordinance Adopting RCMC Chapter 16.130, "Swainson's Hawk Impact Mitigation."**

STAFF RECOMMENDATION

Adopt Urgency Ordinance No. 23-2005.

BACKGROUND

Under the California Environmental Quality Act (CEQA), the City must consider the impacts to Swainson's hawk, a state-listed threatened species. The Swainson's hawk is also protected by the Treaty Act (MBTA), due to its migratory nature. The City must address the impacts of new construction through the development review process.

The City currently has not set standards for Swainson's hawk mitigation. Therefore, developers seeking to begin new construction projects that affect Swainson's hawk must consult with the California Department of Fish and Game to determine appropriate mitigation.

ANALYSIS

The Swainson's hawk is a raptor classified as a threatened species under the California Endangered Species Act (CESA). According to the California Department of Fish and Game (CDFG), "the primary cause of the decline in Swainson's hawk's population size is believed to be habitat destruction." Continued expansion of urban uses into open lands without mitigation reduces foraging habitat needed by these birds. The California Environmental Quality Act (CEQA) requires that all feasible mitigation be taken to reduce significant impacts to the environment, which includes impacts to habitat of species listed under CESA. Per CDFG, "about 95 percent of the Swainson's hawk territories in the Central Valley are on privately held lands. Thus, cooperation from the landowners will be necessary to achieve population stability."

Following incorporation, the City adopted the numerous fees adopted by the County of Sacramento, including the Swainson's Hawk Impact Mitigation Fees Ordinance. This ordinance was intended to provide developers with a simple option for mitigating for the loss of Swainson's hawk foraging habitat, as required by CEQA. All fees adopted by reference were required to be renewed after one year (July 2004) or else expire. The

AGENDA ITEM # 19

Swainson's Hawk Impact Mitigation Fees Ordinance was not renewed in July 2004, so the City currently has no ordinance regarding mitigation of impacts to Swainson's hawk.

Although neither CEQA nor CESA require that an ordinance be in effect to mitigate impacts to Swainson's hawk foraging habitat, it is staff's opinion that it is in the best interest of the City to have an such an ordinance. By adopting an ordinance that lays a framework for when and how Swainson's hawk foraging habitat should be mitigated, we decrease time spent determining feasible mitigation and negotiating with outside resource agencies on each new development project. The ordinance also enables the City to determine standard mitigation that will keep in line with the vision for the City and allow development to move forward while decreasing impacts to the species.

The attached ordinance is intended to be an interim ordinance and will, by its terms, expire on December 31, 2006. Staff is currently in discussion with both local development interests and environmental groups on long term strategies for Swainson's hawk impact mitigation in Rancho Cordova. It is staff's expectation that a new mitigation process/ordinance will be introduced and adopted in 2006.

Finally, if this ordinance is adopted, staff anticipates submitting for Council approval on January 17, 2006, a resolution establishing Swainson's hawk mitigation fees.

MOTION

"I move that the Rancho Cordova City Council adopt Urgency Ordinance No. 23-2005 establishing Rancho Cordova Municipal Code Chapter 16.130, "Swainson's Hawk Impact Mitigation."

ATTACHMENT

1. Ordinance No. 23-2005.

ORDINANCE NO. 23-2005

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.130, "SWAINSON'S HAWK IMPACT MITIGATION"

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

Section 1. Purpose.

The purpose of this ordinance is to establish policies and procedures for mitigating adverse impacts to Swainson's hawk foraging habitat due to development within the City of Rancho Cordova ("City").

Section 2. Findings

(a) The most effective means of mitigation for the loss of suitable Swainson's hawk foraging habitat is the direct preservation, in perpetuity, of equally suitable foraging habitat.

(b) It is not always practical or feasible for project applicants to directly preserve habitat. In this case it may be more appropriate to allow the applicant to pay a fee to the City, or a conservation group, to find and purchase land on their behalf. This alternative would still constitute direct preservation.

(c) The volume of past, existing, and anticipated development proposals in the City that will potentially require mitigation for the loss of Swainson's hawk foraging habitat indicate an immediate need to assure adequate preservation of suitable Swainson's hawk foraging habitat.

(d) It is necessary for and in the interests of the public health, safety, and welfare that this Ordinance be effective immediately upon its adoption in order to provide adequate mitigation for the loss of Swainson's hawk foraging habitat.

Section 3. Title 16, Chapter 16.130, "Swainson's Hawk Impact Mitigation," is hereby adopted to read as follows:

16.130.010 PURPOSE AND INTENT. The City of Rancho Cordova City Council finds that the continued expansion of urban uses into previously undeveloped lands within the City that are identified through the California Environmental Quality Act ("CEQA") process to provide suitable foraging habitat for the Swainson's hawk, a listed threatened species under the California Endangered Species Act, will, absent mitigation, result in a significant reduction of such foraging habitat. The reduction in foraging habitat can occur through requests for zoning changes of agriculturally zoned lands to land use designations that enable land to be reduced to parcel sizes too small to support Swainson's hawk foraging habitat or through requests for land use entitlements for non-agricultural uses that are incompatible with the maintenance of Swainson's hawk foraging habitat. For any such requests, which are within ten

miles of a Swainson's hawk nest, the City Council desires to establish an additional means of mitigating for loss of Swainson's hawk foraging habitat.

The City has identified, in consultation with DFG, that suitable foraging habitat for Swainson's hawk exists in established land conservation programs in Sacramento County and also in agricultural and open lands currently not part of a conservation program. The City finds that the most effective means of mitigation for the loss of suitable Swainson's hawk foraging habitat is the direct preservation, in perpetuity, of equally suitable foraging habitat on an acre-per-acre ratio. The City also finds that it may be infeasible for some project applicants to acquire easements and that these applicants should have the option to mitigate adverse impacts to Swainson's hawk foraging habitat through the payment of an impact mitigation fee. An impact mitigation fee, as established pursuant to this Chapter, will provide funds to acquire available land with suitable Swainson's hawk foraging habitat values. Such acquisition will create mitigation for the loss of this habitat through real property acquisition in fee or through conservation easements to facilitate the expansion of land conservation programs which include the preservation and management of Swainson's hawk foraging habitat.

The City Council recognizes that mitigation for foraging habitat for the Swainson's hawk is only feasible when replacement habitat is provided within the known foraging area for the hawk. In order to provide adequate mitigation for the loss of Swainson's hawk foraging habitat under CEQA through the provisions of this Chapter, the City Council deems it necessary to expand the scope of this mitigation fee program to parcels located within the geographical foraging area of the Swainson's hawk that are owned and/or managed by a conservation organization where the location of mitigation parcels and the conservation organization are acceptable to DFG.

The City Council finds that the direct preservation of suitable Swainson's hawk foraging habitat or the payment of an impact mitigation fee by project proponents for the actual acquisition of such habitat will meet the requirements of mitigation under CEQA, by reducing the level of impact to Swainson's hawk foraging habitat to a less than significant level for those parcels falling within the scope of this Chapter as set forth herein. The City Council intends that the requirement of direct preservation of suitable Swainson's hawk foraging habitat or the requirement of an impact mitigation fee, in an amount established by the City Council, shall be included as mitigation options. Said mitigation shall arise when the environmental review process for a request falling within the scope of this Chapter concludes that there would be a significant impact or a significant cumulative impact on the Swainson's hawk foraging habitat for which mitigation, pursuant to all applicable provisions of the Public Resources Code section 21000 et seq. and the Cal. Code of Regulations, Title 24, section 15000 et seq., is required. The City Council also recognizes its continued authority to determine based on specific economic, social, legal, technical or other considerations that mitigation for Swainson's Hawk foraging habitat is infeasible or that evidence has been presented to the City Council, based upon which the Council eliminates the need for such mitigation.

The City Council specifically recognizes that projects on land the boundaries of which are within one mile of a Swainson's hawk nest, represents an impact which would be more appropriately mitigated on a case by case basis. Therefore, the provisions of this Chapter shall not be applicable as mitigation for impacts resulting from the approval of changes in land use designations or for the grant of land use entitlements on parcel(s) which are within one mile of a Swainson's hawk nest.

16.130.020 DEFINITIONS.

(a) "CEQA" means the California Environmental Quality Act.
(b) "DFG" means the California Department of Fish and Game.
(c) "PROJECT" shall have the same meaning as that term is used in Public Resources Code section 21065. A "project" shall be considered to consist of the total combined gross acreage of a parcel or parcels included in a proposal subject to CEQA review.

16.130.030 APPLICABILITY.

(a) This Chapter shall apply to any project that i) is located in excess of one mile of a Swainson's hawk nest, and ii) has been determined through the CEQA process to result in a potential significant impact or potential significant cumulative impact on Swainson's hawk foraging habitat

(b) This Chapter shall apply to any project located within one mile of a Swainson's hawk nest, if through the CEQA process it is determined that the mitigation measures of this Chapter will reduce adverse impacts to a less than significant level.

(c) This Chapter shall apply to any project approved prior to the effective date of this Chapter which was conditioned to require mitigation for impacts to Swainson's hawk foraging habitat and which mitigation has not been completed through the payment of a fee or other mechanism included in such mitigation measure.

16.130.040 CONDITIONS.

(a) On and after the effective date of this Chapter, for any project falling within the provisions of Section 16.130.030 of this Chapter, the following mitigation measure shall be included as an option to reduce the impact to Swainson's hawk foraging habitat of that particular project to a less than significant level:

"The project applicant shall implement one of the following options in order to mitigate for the loss of Swainson's hawk foraging habitat as a result of the proposed project:

(i) Prior to any site disturbance, such as clearing or grubbing, or the issuance of any permits for grading, building, or other site improvements, whichever occurs first, the project applicant shall preserve an appropriate amount of suitable foraging habitat. The amount of land required to be preserved shall be determined by the City of Rancho Cordova in consultation with DFG. The determination shall be made based on the quality of the land proposed for conversion and the quality of the land proposed for preservation. This land shall be protected through a fee title or conservation easement acceptable to the City of Rancho Cordova in consultation with DFG. Conservation easements shall name DFG (or another agency acceptable to the City) as a third-party beneficiary to the easement with full right of enforcement. Conservation easements shall be accompanied by a monitoring and maintenance plan approved by the City. In the alternative, applicants may pay an easement monitoring and maintenance fee in an amount established by resolution of the Rancho Cordova City Council as such may be amended from time to time; or

(ii) Prior to any site disturbance, such as clearing or grubbing, or the issuance of any permits for grading, building, or other site improvements, whichever occurs first, the project applicant shall submit payment of Swainson's Hawk Impact Mitigation Fee to the City of Rancho Cordova in the amount set forth by Resolution of the City Council and as may be amended from time to time and to the extent that Chapter 16.130 remains in effect. The fee set forth by City Council Resolution shall represent the amount required to purchase one acre of prime Swainson's hawk foraging habitat. If habitat proposed for conversion is considered by the City in consultation with DFG to be prime habitat, the full fee shall be paid per acre of habitat impacted. If it is determined by the City in consultation with DFG that the land proposed for conversion is of lower quality than prime habitat, the city shall determine a reduced percentage of the fee for each acre of habitat to be converted. Any reduction in the Swainson's Hawk Mitigation Fee shall be determined by the City in consultation with DFG, and shall be determined based on the quality of the habitat proposed for conversion; or

(iii) Prior to any site disturbance, such as clearing or grubbing, or the issuance of any permits for grading, building, or other site improvements, whichever occurs first, the project applicant shall, to the satisfaction of the DFG, prepare and implement a Swainson's hawk mitigation plan that will include preservation of Swainson's hawk foraging habitat."

(b) The requirement of direct land preservation or payment of an impact mitigation fee established pursuant to this Chapter is also applicable to those projects that were approved prior to the effective date of this Chapter and which are conditioned to require mitigation for impacts to Swainson's hawk foraging habitat to include the option to participate in a future Swainson's Hawk Mitigation Policy/Program adopted by the City Council, provided the property owner/developer of any such project has not yet completed an alternative mitigation measure for impacts to Swainson's hawk foraging habitat and provided that the parcel(s) included in such a previously granted request fall within the scope of this Chapter as set forth in Section 16.130.030.

16.130.050 IMPACT MITIGATION FEE. The impact mitigation fee shall be in an amount established by resolution of the Rancho Cordova City Council as such may be amended from time to time.

16.130.060 IMPACT MITIGATION CREDIT. Mitigation credit may be given for vernal pool or other preserves which contain suitable Swainson's hawk foraging habitat, including preserves that are established pursuant to a previously County approved Mitigation Monitoring and Reporting Program for the subject parcel(s). Prior determination by the City, in consultation with DFG, of the viability of the preserve for Swainson's hawk foraging habitat is required. Preserves deemed viable by the City shall receive credit on a 1:1 ratio. In the event that the credit received does not satisfy the acreage required for the mitigation obligation, additional mitigation shall be required through any of the other mitigation measure options identified in the applicable environmental report to the extent necessary to reduce the impacts on the Swainson's hawk foraging habitat to a less than significant level. If preserve land for vernal pools or other habitat is also used as a preserve for Swainson's hawk, all easements must be recorded at the same time. Credit will not be given for Swainson's hawk foraging habitat if the preserve was previously set aside for another type of habitat and mitigation for Swainson's hawk is proposed at a later date, and vice versa.

Further, credit for Swainson's hawk mitigation that exceeds the obligation of a specific project may not be banked, sold, or otherwise transferred to another project.

16.130.070 AUTHORITY OF CITY COUNCIL TO OVERRIDE MITIGATION MEASURES. Nothing herein shall be construed to preclude the City Council's consideration or approval of other means of mitigating significant impacts or significant cumulative impacts on Swainson's hawk foraging habitat or to limit the City Council's authority to override mitigation measures for reasons permitted by CEQA.

Section 4. CEQA

This action qualifies as a Section 15308, Class 8 Exemption; Actions by Regulatory Agencies for the protection of the environment.

Section 5. No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. 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 7. Effective Date

This ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council, and shall expire on December 31, 2006.

ADOPTED, THIS ___ day of _____, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

MEMORANDUM

DATE: **December 19, 2005**

TO: **City Council Members**

FROM: **Planning Department**

SUBJECT: **Ordinance Adopting RCMC Chapter 16.130, "Swainson's Hawk Impact Mitigation."**

STAFF RECOMMENDATION

Waive first reading, introduce ordinance and continue it to the December 19, 2005, City Council meeting for adoption.

BACKGROUND AND ANALYSIS

The attached ordinance is a non-urgency version identical to the urgency ordinance adopting Municipal Code Chapter 16.130, "Swainson's Hawk Impact Mitigation." For additional background and analysis on this item, please refer to the staff report for the urgency ordinance.

Like the urgency ordinance, the attached ordinance is intended to be an interim ordinance and will, by its terms, expire on December 31, 2006. Staff is currently in discussion with both local development interests and environmental groups on ways of improving Swainson's Hawk Impact Mitigation in Rancho Cordova. It is staff's expectation that a new mitigation process/ordinance will be introduced in 2006.

MOTION

"I move that the Rancho Cordova City Council waive the first reading, introduce the ordinance establishing Rancho Cordova Municipal Code Chapter 16.130, "Swainson's Hawk Impact Mitigation," and continue it to the January 3, 2006, City Council meeting for adoption."

ATTACHMENT

1. Ordinance No. 34-2005 adopting Rancho Cordova Municipal Code Chapter 16.130, "Swainson's Hawk Impact Mitigation."

Attachment 1

ORDINANCE NO. 34-2005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.130, "SWAINSON'S HAWK IMPACT MITIGATION"

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

Section 1. Purpose

The purpose of this ordinance is to establish policies and procedures for mitigating adverse impacts to Swainson's hawk foraging habitat due to development within the City of Rancho Cordova ("City").

Section 2. Findings

a. The most effective means of mitigation for the loss of suitable Swainson's hawk foraging habitat is the direct preservation, in perpetuity, of equally suitable foraging habitat.

b. It is not always practical or feasible for project applicants to directly preserve habitat. In this case it may be more appropriate to allow the applicant to pay a fee to the City, or a conservation group, to find and purchase land on their behalf. This alternative would still constitute direct preservation.

c. The volume of past, existing, and anticipated development proposals in the City that will potentially require mitigation for the loss of Swainson's hawk foraging habitat indicate an immediate need to assure adequate preservation of suitable Swainson's hawk foraging habitat.

Section 3. Title 16, Chapter 16.130, "Swainson's Hawk Impact Mitigation," is hereby adopted to read as follows:

16.130.010 PURPOSE AND INTENT. The City of Rancho Cordova City Council finds that the continued expansion of urban uses into previously undeveloped lands within the City that are identified through the California Environmental Quality Act ("CEQA") process to provide suitable foraging habitat for the Swainson's hawk, a listed threatened species under the California Endangered Species Act, will, absent mitigation, result in a significant reduction of such foraging habitat. The reduction in foraging habitat can occur through requests for zoning changes of agriculturally zoned lands to land use designations that enable land to be reduced to parcel sizes too small to support Swainson's hawk foraging habitat or through requests for land use entitlements for non-agricultural uses that are incompatible with the maintenance of Swainson's hawk foraging habitat. The California Department of Fish and Game ("DFG") has determined that parcels of land of five (5) acres or more in size are recognized to be the minimum acreage required for viable foraging habitat. For any such requests, which are within ten miles of a Swainson's hawk nest, the City Council desires to establish an additional means of mitigating for loss of Swainson's hawk foraging habitat.

The City has identified, in consultation with DFG, that suitable foraging habitat for Swainson's hawk exists in established land conservation programs in Sacramento County and also in agricultural and open lands currently not part of a conservation program. The City finds that the most effective means of mitigation for the loss of suitable Swainson's hawk foraging habitat is the direct preservation, in perpetuity, of equally suitable foraging habitat on an acre-per-acre ratio. The City also finds that it may be infeasible for some project applicants to acquire easements and that these applicants should have the option to mitigate adverse impacts to Swainson's hawk foraging habitat through the payment of an impact mitigation fee. An impact mitigation fee, as established pursuant to this Chapter, will provide funds to acquire available land with suitable Swainson's hawk foraging habitat values. Such acquisition will create mitigation for the loss of this habitat through real property acquisition in fee or through conservation easements to facilitate the expansion of land conservation programs which include the preservation and management of Swainson's hawk foraging habitat.

The City Council recognizes that mitigation for foraging habitat for the Swainson's hawk is only feasible when replacement habitat is provided within the known foraging area for the hawk. In order to provide adequate mitigation for the loss of Swainson's hawk foraging habitat under CEQA through the provisions of this Chapter, the City Council deems it necessary to expand the scope of this mitigation fee program to parcels located within the geographical foraging area of the Swainson's hawk that are owned and/or managed by a conservation organization where the location of mitigation parcels and the conservation organization are acceptable to DFG.

The City Council finds that the direct preservation of suitable Swainson's hawk foraging habitat or the payment of an impact mitigation fee by project proponents for the actual acquisition of such habitat will meet the requirements of mitigation under CEQA, by reducing the level of impact to Swainson's hawk foraging habitat to a less than significant level for those parcels falling within the scope of this Chapter as set forth herein. The City Council intends that the requirement of direct preservation of suitable Swainson's hawk foraging habitat or the requirement of an impact mitigation fee, in an amount established by the City Council, shall be included as mitigation options. Said mitigation shall arise when the environmental review process for a request falling within the scope of this Chapter concludes that there would be a significant impact or a significant cumulative impact on the Swainson's hawk foraging habitat for which mitigation, pursuant to all applicable provisions of the Public Resources Code section 21000 et seq. and the Cal. Code of Regulations, Title 24, section 15000 et seq., is required. The City Council also recognizes its continued authority to determine based on specific economic, social, legal, technical or other considerations that mitigation for Swainson's hawk foraging habitat is infeasible or that evidence has been presented to the City Council, based upon which the Council eliminates the need for such mitigation.

The City Council specifically recognizes that projects on land the boundaries of which are within one mile of a Swainson's hawk nest, represents an impact which would be more appropriately mitigated on a case by case basis. Therefore, the provisions of this Chapter shall not be applicable as mitigation for impacts resulting from the approval of changes in land use designations or for the grant of land use entitlements on parcel(s) which are within one mile of a Swainson's hawk nest.

16.130.020 DEFINITIONS.

(a) "CEQA" means the California Environmental Quality Act.
(b) "DFG" means the California Department of Fish and Game.
(c) "PROJECT" shall have the same meaning as that term is used in Public Resources Code section 21065. A "project" shall be considered to consist of the total combined gross acreage of a parcel or parcels included in a proposal subject to CEQA review.

16.130.030 APPLICABILITY.

(a) This Chapter shall apply to any project that i) is located in excess of one mile of a Swainson's hawk nest, and ii) has been determined through the CEQA process to result in a potential significant impact or potential significant cumulative impact on Swainson's hawk foraging habitat

(b) This Chapter shall apply to any project located within one mile of a Swainson's hawk nest, if through the CEQA process it is determined that the mitigation measures of this Chapter will reduce adverse impacts to a less than significant level.

(c) This Chapter shall apply to any project approved prior to the effective date of this Chapter which was conditioned to require mitigation for impacts to Swainson's hawk foraging habitat and which mitigation has not been completed through the payment of a fee or other mechanism included in such mitigation measure.

16.130.040 CONDITIONS.

(a) On and after the effective date of this Chapter, for any project falling within the provisions of Section 16.130.030 of this Chapter, the following mitigation measure shall be included as an option to reduce the impact to Swainson's hawk foraging habitat of that particular project to a less than significant level:

"The project applicant shall implement one of the following options in order to mitigate for the loss of Swainson's hawk foraging habitat as a result of the proposed project:

(i) Prior to any site disturbance, such as clearing or grubbing, or the issuance of any permits for grading, building, or other site improvements, whichever occurs first, the project applicant shall preserve an appropriate amount of suitable foraging habitat. The amount of land required to be preserved shall be determined by the City of Rancho Cordova in consultation with DFG. The determination shall be made based on the quality of the land proposed for conversion and the quality of the land proposed for preservation. This land shall be protected through a fee title or conservation easement acceptable to the City of Rancho Cordova in consultation with DFG. Conservation easements shall name DFG (or another agency acceptable to the City) as a third-party beneficiary to the easement with full right of enforcement. Conservation easements shall be accompanied by a monitoring and maintenance plan approved by the City. In the alternative, applicants may pay an easement monitoring and maintenance fee in an amount established by resolution of the Rancho Cordova City Council as such may be amended from time to time; or

(ii) Prior to any site disturbance, such as clearing or grubbing, or the issuance of any permits for grading, building, or other site improvements, whichever occurs

first, the project applicant shall submit payment of Swainson's Hawk Impact Mitigation Fee to the City of Rancho Cordova in the amount set forth by Resolution of the City Council and as may be amended from time to time and to the extent that Chapter 16.130 remains in effect. The fee set forth by City Council Resolution shall represent the amount required to purchase one acre of prime Swainson's hawk foraging habitat. If habitat proposed for conversion is considered by the City in consultation with DFG to be prime habitat, the full fee shall be paid per acre of habitat impacted. If it is determined by the City in consultation with DFG that the land proposed for conversion is of lower quality than prime habitat, the applicant may pay a reduced percentage of the fee for each acre of habitat to be converted. Any reduction in the Swainson's Hawk Mitigation Fee shall be determined by the City in consultation with DFG, and shall be determined based on the quality of the habitat proposed for conversion; or

(iii) Prior to any site disturbance, such as clearing or grubbing, or the issuance of any permits for grading, building, or other site improvements, whichever occurs first, the project applicant shall, to the satisfaction of the DFG, prepare and implement a Swainson's hawk mitigation plan that will include preservation of Swainson's hawk foraging habitat."

(b) The requirement of direct land preservation or payment of an impact mitigation fee established pursuant to this Chapter is also applicable to those projects that were approved prior to the effective date of this Chapter and which are conditioned to require mitigation for impacts to Swainson's hawk foraging habitat to include the option to participate in a future Swainson's Hawk Mitigation Policy/Program adopted by the City Council, provided the property owner/developer of any such project has not yet completed an alternative mitigation measure for impacts to Swainson's hawk foraging habitat and provided that the parcel(s) included in such a previously granted request fall within the scope of this Chapter as set forth in Section 16.130.030.

16.130.050 IMPACT MITIGATION FEE. The impact mitigation fee shall be in an amount established by resolution of the Rancho Cordova City Council as such may be amended from time to time.

16.130.060 IMPACT MITIGATION CREDIT. Mitigation credit (for fee or direct preservation) may be given for vernal pool or other preserves which contain suitable Swainson's hawk foraging habitat, including preserves that are established pursuant to a previously County approved Mitigation Monitoring and Reporting Program for the subject parcel(s). Prior determination by DFG of the viability of the preserve for Swainson's hawk foraging habitat is required. Preserves deemed viable by DFG shall receive credit on a 1:1 ratio. In the event that the credit received does not satisfy the acreage required for the mitigation obligation, additional mitigation shall be required through any of the other mitigation measure options identified in the applicable environmental report to the extent necessary to reduce the impacts on the Swainson's hawk foraging habitat to a less than significant level. If preserve land for vernal pools or other habitat is also used as a preserve for Swainson's hawk, all easements must be recorded at the same time. Credit will not be given for Swainson's hawk foraging habitat if the preserve was previously set aside for another type of habitat and mitigation for Swainson's hawk is proposed at a later date, and vice versa.

16.130.070 AUTHORITY OF CITY COUNCIL TO OVERRIDE MITIGATION MEASURES. Nothing herein shall be construed to preclude the City Council's consideration or approval of other means of mitigating significant impacts or significant cumulative impacts on Swainson's hawk foraging habitat or to limit the City Council's authority to override mitigation measures for reasons permitted by CEQA.

Section 4. CEQA

This action qualifies as a Section 15308, Class 8 Exemption; Actions by Regulatory Agencies for the protection of the environment.

Section 5. No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. 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 7. 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, and shall expire on December 31, 2006.

ADOPTED, THIS ___ day of _____, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Staff Report

Date: December 19, 2005

To: Honorable Mayor and City Council

From: Steve Meyers, City Attorney
Joseph Chapman, City Attorney's Office

Subject: Ordinance Amending Title I of the Rancho Cordova Zoning Code Regarding Uses That Are Illegal Under State and Federal Law.

RECOMMENDATION

Hold public hearing, introduce Ordinance No. 29-2005, waive the first reading and continue the ordinance to the City Council meeting on January 17, 2006, for adoption.

RESULT OF RECOMMENDED ACTION

Ordinance No. 29-2005 will clarify that activities which are illegal under federal and state law may be enforced as violations of the City's Municipal Code.

BACKGROUND

The attached ordinance amends Title 1 of the City's Zoning Code by adding section 101-14, which will specify that uses that are illegal under local, state, or federal law shall not be allowed.

This ordinance will make it easier for City staff to address the permissibility of uses in situations where there may be a conflict between local, state or federal law such as the operation of medical marijuana dispensaries. It will also provide the City with a clear regulatory basis for pursuing civil action in addition to criminal prosecution of illegal uses. The ordinance does not make anything illegal that is not already illegal under local, state or federal law.

On November 10, the Planning Commission held a public hearing on the proposed ordinance and adopted PC Resolution No. 54-2004 determining that the amendment is consistent with the City's existing zoning laws and will help to ensure that the public health, safety and welfare are protected.

REQUESTED MOTION

"I move that the City Council introduce the ordinance, waive the first reading, and continue the ordinance to the January 17, 2006, City Council meeting for adoption."

ATTACHMENT

1. Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. 29-2005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE 1 OF THE RANCHO CORDOVA ZONING CODE REGARDING ILLEGAL USES

RECITALS

WHEREAS, the City Council finds that the addition of a specific zoning provision prohibiting illegal uses will make it easier for the City to address the permissibility of such uses in situations where there may be a conflict between local, state or federal law; and

WHEREAS, the City Council finds that the addition of a specific zoning provision prohibiting illegal uses will provide the City with a clear regulatory basis for pursuing civil action in addition to criminal prosecution of illegal uses; and

WHEREAS, this Ordinance is hereby found to be categorically exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3),

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

SECTION 1. Title I of the Rancho Cordova Zoning Code regarding illegal uses is hereby amended by adding Section 101-14, "Illegal Uses" to read as follows:

"**101-14 Illegal Uses.**

No use that is illegal under local, state or federal law shall be allowed in any zone within the City."

SECTION 2: 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 _____, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Nothing has been provided in the Agenda Packet for Item 22.

Staff Report

Date: **December 19, 2005**

To: **Mayor and Council Members**

From: **Cyrus Abhar, Public Works Director**

Subject: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMEMDING RESOLUTION NO.141-2005 TO DEFINE TRANSIT-RELATED SERVICES FOR THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA**

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution No. 152-2005 amending Resolution No. 141-2005 to better define the transit-related services that will be provided to residents of the Rancho Cordova Transit-Related Services Special Tax Area. Action on this item will add a new paragraph to Resolution No. 141-2005 to better define transit-related services.

DISCUSSION

The transit-related services proposed to be funded through the special tax are the same types of services provided for by County Service Area 10 ("CSA 10") funding in the County of Sacramento ("County"). Those transit-related services, including but not limited to transit shuttle services, transit facilities, and other services related to promoting alternative modes of transportation, are described in the Engineer's Reports for CSA 10. Although not the subject of this Council item tonight, staff will be submitting an application to the Local Agency Formation Commission ("LAFCO") in the near future to detach the incorporated areas of the City from CSA 10 and impose a service charge that acts as a continuation of the current CSA 10 charge. The services proposed to be provided by the special tax are based on the services proposed in the Engineer's Reports for Benefit Zones 1 and 2. The special tax would be calculated using the methodology as described in the Engineer's Report used in the formation of Benefit Zone 2 for the Sunridge Specific Plan Area.

BACKGROUND

On November 7, 2005, the City Council adopted Resolution No. 141-2005, a Resolution Creating a Transit-Related Services Special Tax Area in Newly Developing Areas to Provide Financing for Transit-Related Services. The proposed amendment to Resolution No. 141-2005 will better define transit-related services so that voters in

AGENDA ITEM # 23

newly developing areas will be appraised of the full scope of uses for which revenues generated by the special tax may be applied.

Paragraph 1 of Resolution No. 141-2005 shall be amended to read as follows: All of the City of Rancho Cordova shall be considered as the Rancho Cordova Transit-Related Services Special Tax Area. The special tax shall be used for transit-related services. Transit-Related Services means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

CONCLUSION

Staff recommends the Council adopt Resolution No. 152-2005 to amend Resolution No. 141-2005 in order to better define transit-related services.

ATTACHMENTS

Resolution No. 152-2005

CITY OF RANCHO CORDOVA

RESOLUTION NO. 152-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMEMDING RESOLUTION NO. 141-2005 TO DEFINE TRANSIT-RELATED SERVICES FOR THE RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA

RECITALS

WHEREAS, 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 transit-related services, equal in quality to those currently provided by County Service Area 10 in Benefit Zones No. 1 and No. 2 in Sacramento County, California; and

WHEREAS, in carefully reviewing the City's budget, 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 transit-related services to areas that are newly developed unless additional revenues are obtained; and

WHEREAS, the City intends to generate additional funds to pay for transit-related services by authorizing the levy of a tax on parcels of real property within each new residential subdivision and within nonresidential development that receives discretionary land use approvals; and

WHEREAS, on November 7, 2005 the City Council of the City of Rancho Cordova adopted Resolution No. 141-2005, A Resolution of the City Council of the City of Rancho Cordova Creating the Rancho Cordova Transit-Related Services Special Tax Area and Indicating its Intent to Impose the Tax on New Development; and

WHEREAS, the City Council now wishes to amend Resolution No. 141-2005 to more specifically define transit-related services.

NOW, **THEREFORE**, be it resolved as follows:

1. Paragraph 1 of Resolution No. 141-2005 shall be amended to read as follows: All of the City of Rancho Cordova shall be considered as the Rancho Cordova Transit-Related Services Special Tax Area. The special tax shall be used for transit-related services. Transit-Related Services means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2

County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of December, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, General Plan Project Manager

SUBJECT: **VISIONING DOWNTOWN**

RECOMMENDATION

Consider survey results and case studies for Downtown Vision and provide policy direction on staff recommendations for the Downtown District.

BACKGROUND

As part of the development of the City's first General Plan, the City Council expressed a desire to establish a new Downtown for Rancho Cordova. The City Council adopted the Draft Land Use Map in May 2004 including the designation of a Downtown District – a nearly 1,000-acre area bound by Folsom Boulevard on the north, Sunrise Boulevard on the east, International Drive on the south, and Zinfandel Drive on the west (Attachment 1).

In order to clarify the Vision for the Downtown Rancho Cordova, Council directed staff to conduct additional research and to perform targeted outreach. While it is understood that a more detailed planning effort will be necessary in the future, this report targets those decisions necessary for General Plan policy direction regarding the Downtown as listed below.

- Defining the role of the Downtown in terms of purpose, character, and attractions that are unique to the Downtown; and
- Identifying target uses for the Downtown along with specification of uses that will only be located in Downtown.
- Defining the appropriate size/scale of Downtown Rancho Cordova and delineate the boundaries;

Since Council initiated the effort, staff has been working with community groups to identify the qualities and features desired for a Downtown. Staff has also completed a series of case studies that look at successful downtowns in other cities around the country.

PUBLIC INPUT/SURVEY RESULTS

As part of the Visioning Downtown phase of the General Plan, staff has been reaching out to community groups to understand the role and desired features of the Downtown. These efforts have included development of an interactive website (downtown.cityofranchocordova.org) with project information and an electronic survey, staff outreach to community and stakeholder groups with project information and surveys, and informal intercept interviews to understand the desires of the community.

The survey was designed to solicit a visceral response from participants on what the role of the Downtown should be in relation to the rest of the City. The results of nearly 100 surveys and interviews demonstrate a strong interest for a Downtown as a vibrant gathering place that serves as the "City Center" with diverse and unique uses for daytime and nighttime activities. The top ten features mentioned were:

1) Restaurants
2) Shopping
3) Entertainment (theatres and cinema)
4) Gathering places (park or plaza) for civic events (i.e. Farmers Market, concerts)
5) Civic center (City Hall, library, park, etc)
6) Museums and "living history" opportunities
7) Pedestrian friendly streets (urban sidewalk model)
8) An active nightlife
9) Human scale development
10) Safety and sense of belonging

Additionally, staff conducted informal intercept interviews to find out where the perceived geographic center of the City is. The majority of respondents felt that the Zinfandel/Folsom Boulevard (Olson Drive Area) is the obvious central location and best place for the Downtown because it is considered and integral part of "Old Rancho Cordova" with good multi-modal access and freeway visibility.

CASE STUDIES

Staff prepared a series of twelve case studies, identifying downtowns from all around the country with vibrant downtowns and demographics similar to Rancho Cordova at buildout of the General Plan. The case studies (Attachment 2) include a discussion of basic demographics of the community and the downtown, statistics on the size of the community and the downtown, and characteristics of each of the downtowns, including a list of primary uses, typical development parameters, and special features. Illustrations are also provided to showcase how the places look and feel. On the back of each case study is a map identifying the boundary of the downtown for that particular community.

The communities studied consisted of the following:

- Chattanooga, Tennessee
- Stockton, California
- Mesa, Arizona
- Riverside, California
- Bethesda, Maryland
- Boulder, Colorado

- Ft. Collins, Colorado
- Pasadena, California
- Santa Barbara, California
- Tempe, Arizona
- Walnut Creek, California
- West Palm Beach, Florida

Significant findings of the case studies are listed below:

- Most downtowns are less than 300 acres in size (range is from 100 to 700 acres);
- All downtowns include higher density residential development, retail and service uses, restaurants, offices, and city hall;
- Most downtowns also include transit-oriented development, hotels, entertainment venues (theaters, cinemas, performing arts), art galleries, other civic uses (libraries and museums), and parks and open space;
- Some downtowns include a university, aquarium, sports arenas and facilities;
- Development was a minimum of two stories (range is from 2 to 25-stories tall);
- Buildings are located at the back of an urban sidewalk creating a contiguous pedestrian environment;
- On-street parking is provided in every case;
- Almost all downtowns have at least one parking structure (3 to 5 structures is typical);
- Transit service is an integral part of every downtown;
- Each downtown is a place for special events and community gathering; and
- People live and work in the downtown.

Staff will present additional details and specific examples of the case studies at the meeting.

CONSIDERATIONS AND RECOMMENDATIONS

Based on the public input and case studies, staff is asking for policy direction from the City Council on the following two items:

Policy Question #1:
What is the role of the Downtown in terms of purpose, character, and attractions that are unique to the Downtown? What are the target uses for the Downtown? Should there be any uses that are only permitted within the Downtown?

Staff Recommendation:
Residents of Rancho Cordova want the Downtown to be a City Center, a destination place for the community. Downtown should become the "heart" of the City by offering space for special events and attracting people with a rich mix of uses – some of which can only be found Downtown. Residents crave a safe and vibrant place to gather and celebrate community.

Based on the findings of the case studies for successful downtowns, staff is recommending that target uses for the Downtown include higher density residential, retail and service uses, restaurants, offices, and transit-oriented development. Staff is also recommending that the Downtown be the area of the City targeted for civic uses (City Hall, libraries, museums), hotels and conference centers, entertainment venues (theaters, cinemas, performing arts), and educational institutions. Communities have created and revolutionized their downtowns through redevelopment work and by targeting specific uses for the downtown (e.g., entertainment venues, sports facilities).

Policy Question #2:
What are the appropriate size/scale of Downtown Rancho Cordova and the appropriate boundaries of the Downtown?

Staff Recommendation:
Based on the findings of the case studies, a smaller downtown may be appropriate for Rancho Cordova to ensure the density and intensity of development that has made these other downtowns successful. Staff is recommending that the Council consider a reduction in the area of the Downtown from its current 1,000 acres size. Based on the public input and case study information, three alternatives are being presented (Attachments 3). The following table describes the location and corresponding size for each alternative.

Alternative	Location/Boundaries	Size (acres)
1. Olsen Drive	The Olsen Drive area between Folsom Boulevard, Zinfandel, and US-50	160±
2. Staff Preferred Alternative	The Olsen Drive area plus the portion of the Folsom Boulevard Planning Area extending to the intersection of Folsom and Sunrise Boulevard	254±
3. GPAC Recommended	Folsom Boulevard on the north, Sunrise Boulevard on the east, White Rock Road on the south, and Zinfandel Drive on the west	714±
Existing Area	*Folsom Boulevard on the north, Sunrise Boulevard on the east, International Drive on the south, and Zinfandel Drive on the west*	1,000±

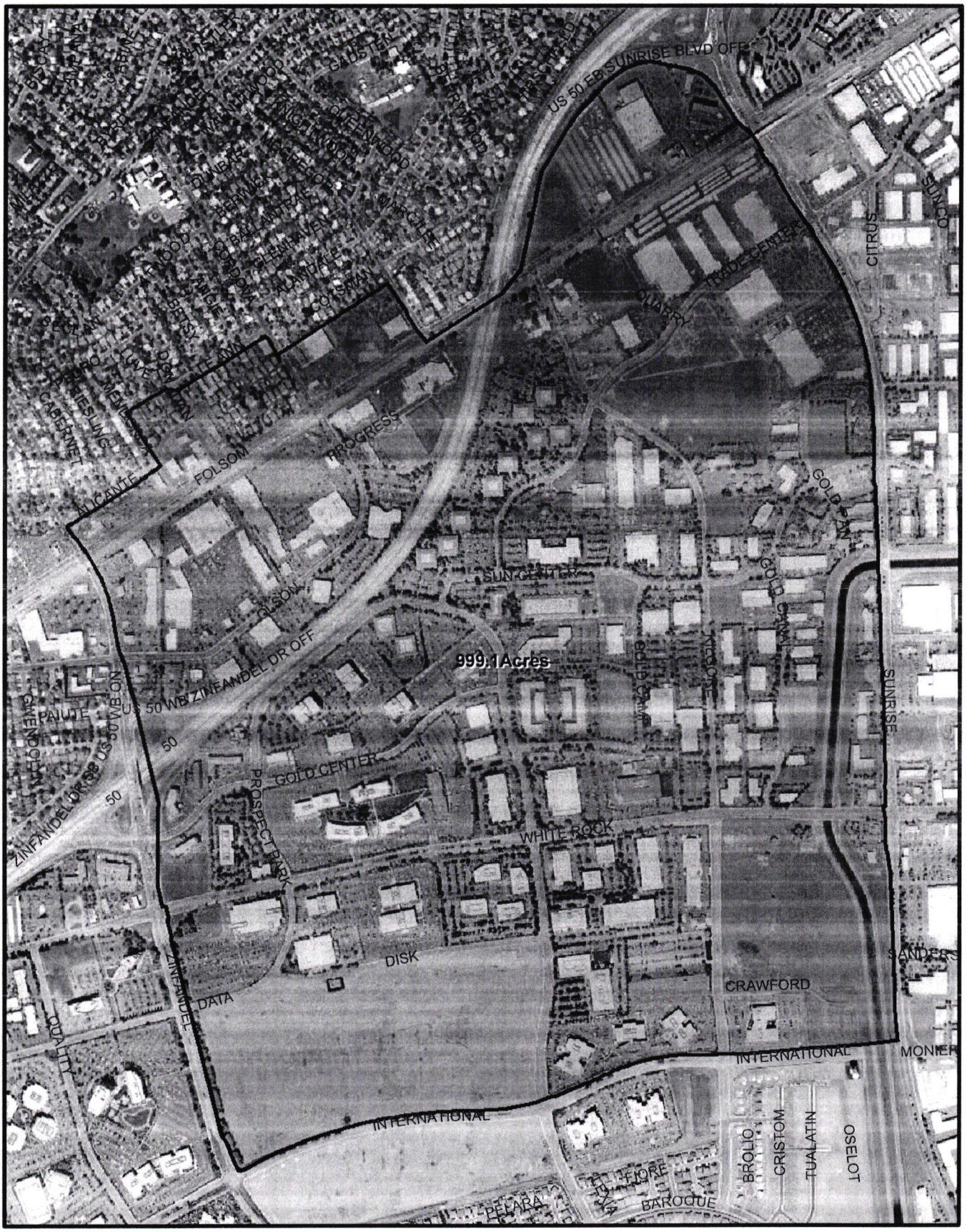
Staff recommends Alternative 2 as the Preferred Alternative to locate the Downtown along Folsom Boulevard between Zinfandel and Sunrise. This alternative provides the opportunity to develop two core areas of the Downtown anchored by target uses with access to light rail, visibility from Highway 50, and a challenge to establish a meaningful connection between the two areas. The entire area would be located within the City's designated redevelopment area.

Once these policy questions are answered, the General Plan Team will proceed with drafting vision language and policies for Council consideration and adoption. General Plan policies will address the area that is designated as the Downtown, target uses for the area, and basic parameters for its development. As directed by Council, subsequent planning efforts will determine the look, feel, development and design detail for the Downtown District.

ATTACHMENTS

1. Existing approved Downtown area
2. Downtown Case Studies
3. Downtown District Alternatives 1 through 3

Attachment 1



City of Rancho Cordova
Planning Department

Existing Downtown Area

VISIONING DOWNTOWN
RANCHO CORDOVA

Bethesda, Maryland

Demographics

City Population: 129,785
Downtown Population: 15,000
Downtown Workforce: 43,000

Community and Downtown Statistics

Size of City: 46.2 square miles
Size of Downtown: 300 acres

Primary Uses

- Apartment and Condominium
- Transit Oriented Development
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- Library
- Park/Open Space

Typical Development

- 3- to 20-stories
- 0-10 foot setback
- On-street parking permitted

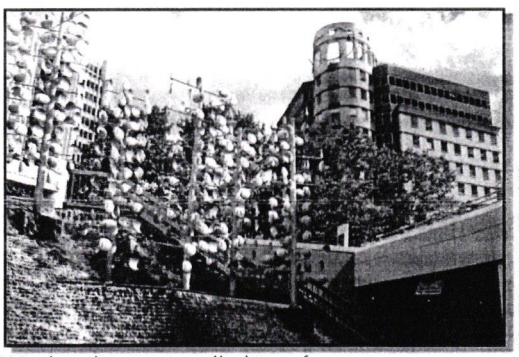
Special Features

- **Bus** and **rail** connections to the Washington D.C. area Metro transit system
- Access to the **Capitol Crescent Trail**
- **Bethesda Arts and Entertainment District** featuring 20 art galleries, 5 theaters, and numerous public art installations
- 300 shops
- 200 restaurants
- 15 nighttime destinations
- Events include a weekly farmers' market, a monthly gallery "art walk", a children's street festival, a literary festival, a fine arts festival, and several seasonal events
- 4 parking structures, 7,000 spaces

Sources

www.bethesda.org

source: www.cnu.org



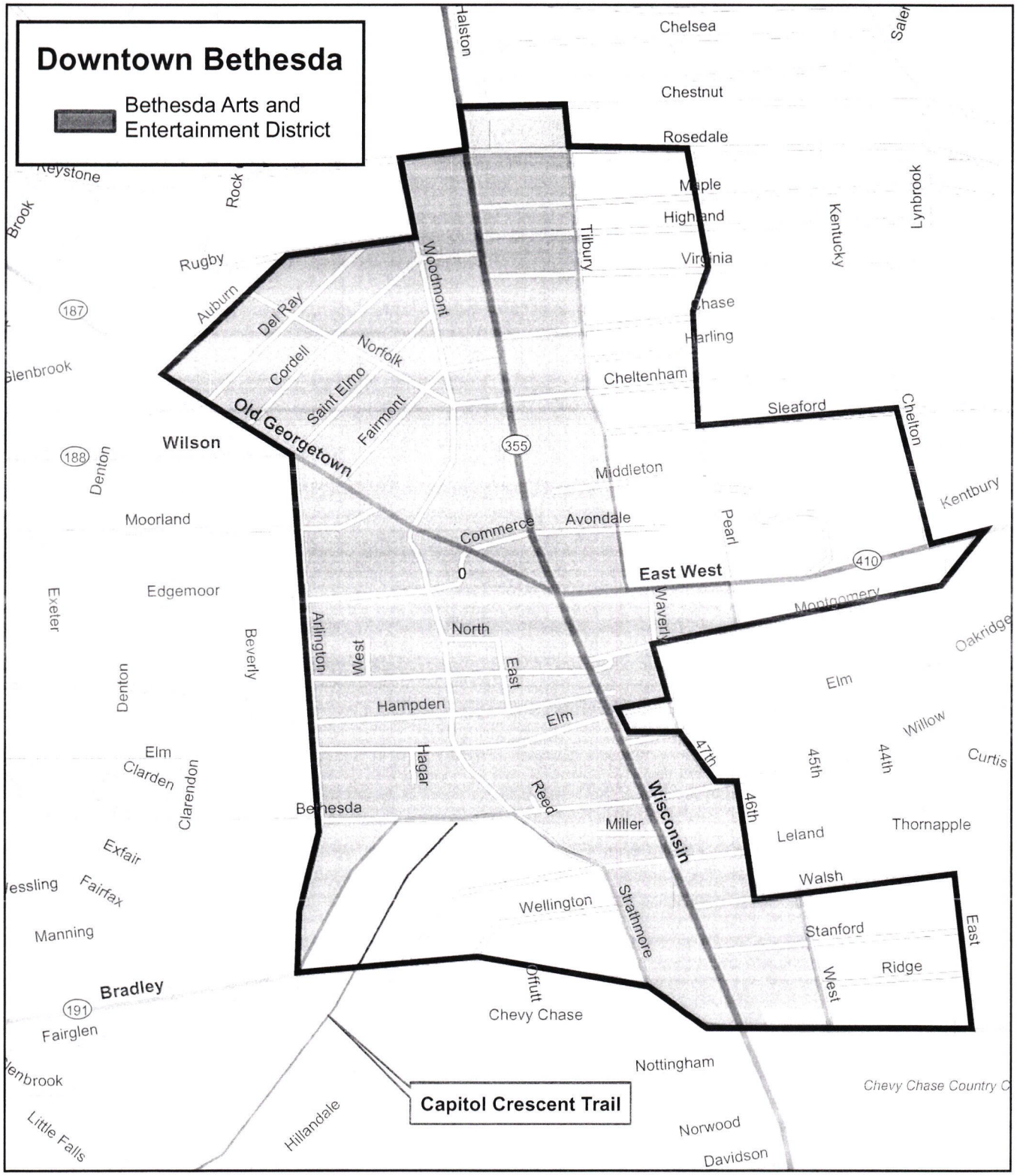
source: www.cnu.org

Wind sculptures installed in a fountain

source: www.pnhoffman.com

source: www.pnhoffman.com

(please see map on back)


Downtown Bethesda
Bethesda Arts and Entertainment District
Halston
Chelsea
Chestnut
Rosedale
Maple
Highland
Virginia
Chase
Harling
Cheltenham
Sleaford
Middleton
Avondale
Commerce
East West
North
Hampden
Elm
Bethesda
Miller
Wellington
Walsh
Stanford
Ridge
Leland
Thornapple
Willow
Curtis
Oakridge
Montgomery
Kentbury
Chelton
Lynbrook
Kentucky
Tilbury
Woodmont
Del Ray
Cordell
Norfolk
Saint Elmo
Fairmont
Old Georgetown
Wilson
Rugby
Auburn
Keystone
Rock
Brook
Glenbrook
Denton
Moorland
Edgemoor
Exeter
Beverly
Arlington
West
East
Pearl
Waverly
Hagar
Reed
Wisconsin
Strathmore
Offutt
Chevy Chase
Nottingham
Norwood
Davidson
Hillandale
Little Falls
Bradley
Fairglen
Manning
Fairfax
Exfair
Clarendon
Clarden
Elm
47th
46th
45th
44th
355
410
187
188
191
Capitol Crescent Trail
Chevy Chase Country C

Boulder, Colorado

Demographics

City Population: 94,673
Downtown Population: 10,000
Downtown Workforce: 7,000

Community and Downtown Statistics

Size of City: 24.4 square miles
Size of Downtown: 185 acres

Primary Uses

- Townhouse, Apartment, and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- University
- Library
- Museum
- Park/Open Space

Typical Development

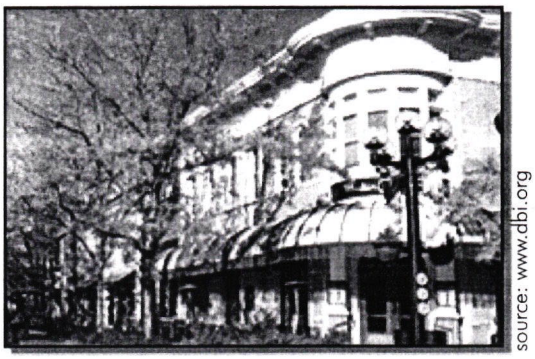
- 3- to 6-stories
- 0-15 foot setback
- On-street parking permitted

Special Features

- Access to the **Boulder Creek Path**
- Bus connection to Boulder area transit system
- **Pearl Street Pedestrian Mall**
- 189 shops
- 111 restaurants
- 8 evening destinations
- **Entertainment destination** with 11 art galleries, 3 theaters, and an outdoor cinema
- City administration building and county administration building
- Events include a twice weekly farmers' market, outdoor concerts, an art fair, a tulip festival, and numerous holiday and seasonal events
- Nearby University of Colorado
- 5 parking structures, 2,209 spaces

Sources

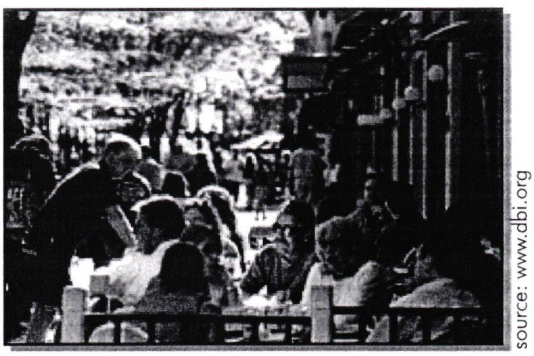
www.dbi.org



source: www.dbi.org

source: www.cooltownstudios.com

Pearl Street Mall at night

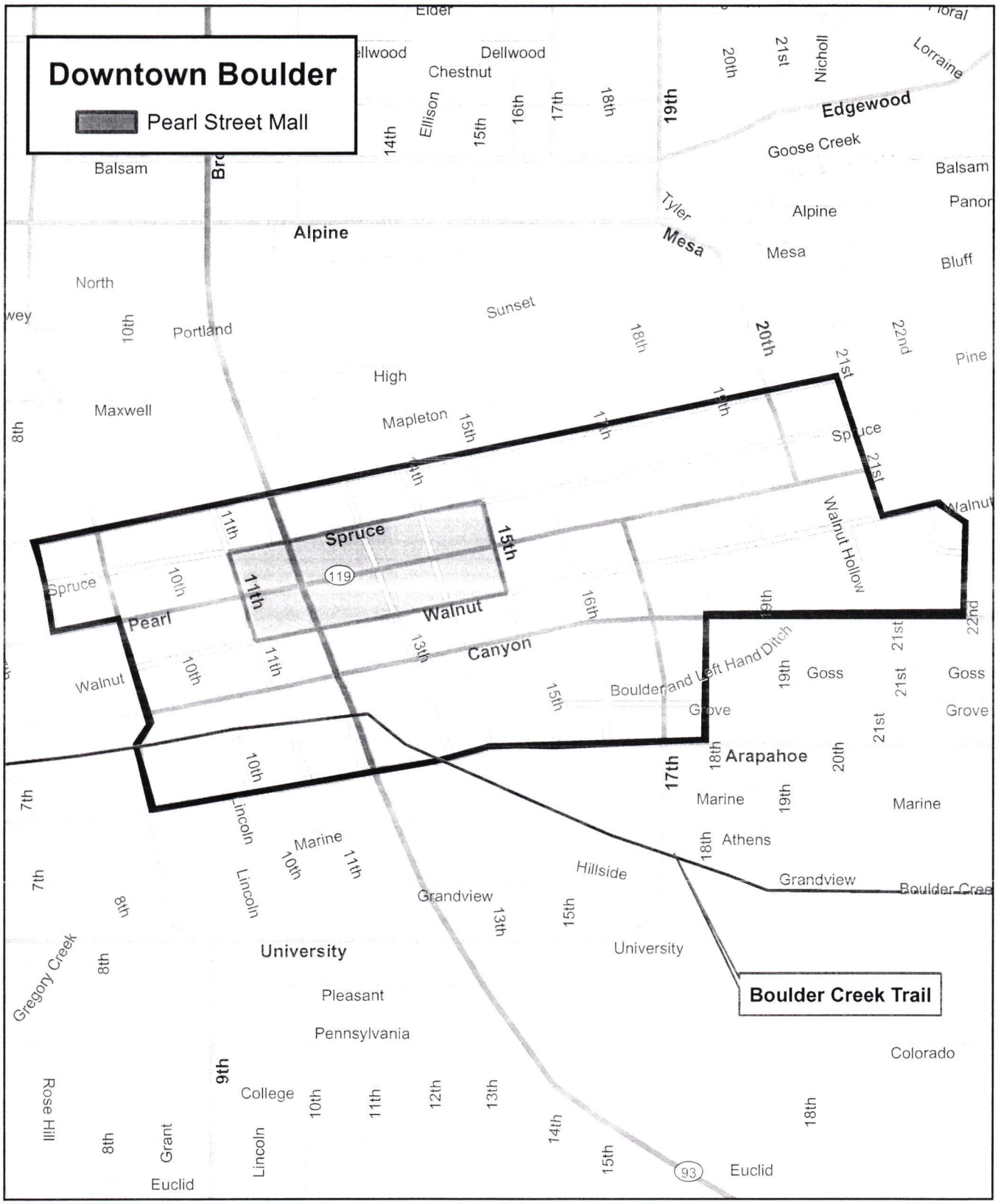


source: www.dbi.org

source: www.aiacolorado.org

An interactive fountain

(please see map on back)


Downtown Boulder
Pearl Street Mall
Elder
Dellwood
Chestnut
Ellison
14th
15th
16th
17th
18th
19th
20th
21st
Nicholl
Lorraine
Edgewood
Goose Creek
Balsam
Alpine
Tyler
Mesa
Panor
Bluff
North
Sunset
Portland
High
Maxwell
Mapleton
Pine
22nd
Spruce
Walnut
Walnut Hollow
Pearl
Canyon
Boulder and Left Hand Ditch
Goss
Grove
Arapahoe
Marine
Athens
Hillside
Grandview
Boulder Creek
University
Pleasant
Pennsylvania
College
Colorado
Euclid
Grant
Lincoln
Rose Hill
Gregory Creek
Boulder Creek Trail
119
93

Chattanooga, Tennessee

Demographics

City Population: 155,554
Downtown Population: 8,600
Downtown Workforce: 46,500

Community and Downtown Statistics

Size of City: 135.2 square miles
Size of Downtown: 650 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- University
- Library
- Museum and Aquarium
- Park/Open Space

Typical Development

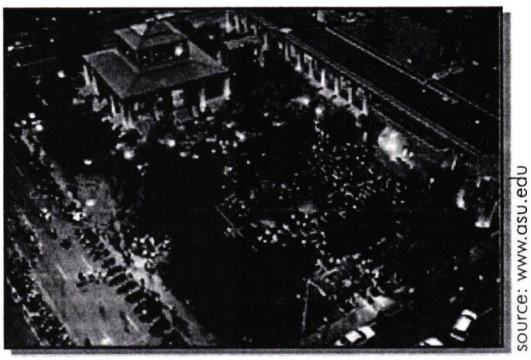
- 2- to 10-stories
- 0-10 foot setback
- On-street parking permitted

Special Features

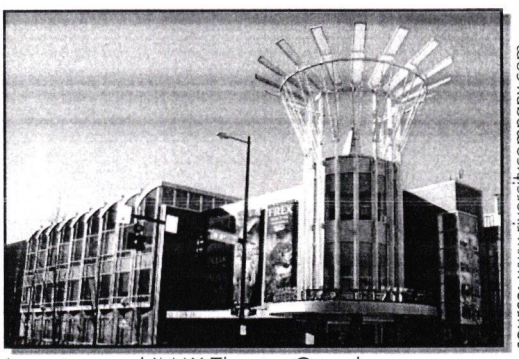
- **Downtown shuttle service**
- 7 shops and a public market
- 158 restaurants
- 4 theaters
- 3 museums
- **Bluff View Arts Area** featuring cafes, inns, art galleries, and gardens
- **New Riverbank Development** along both sides of the Tennessee River includes park space, museums, and theaters
- World's longest pedestrian bridge spans the river
- **Redeveloped historic railroad station** home to a convention center, a hotel, and a museum
- **Aquarium** and **IMAX theater** complex
- New sports facilities include Bell South Baseball Park and Finley Football Stadium
- City Hall and Courthouse
- Adjacent to the University of Tennessee Chattanooga
- Events include a multicultural festival, a music festivals, a craft festival, folk art demonstrations, outdoor concerts, and numerous holiday and seasonal events
- 27 parking structures, ~10,000 Spaces
- Several new residential mixed-use projects proposed and approved

Sources

www.downtownchattanooga.org
www.rivercitycompany.com

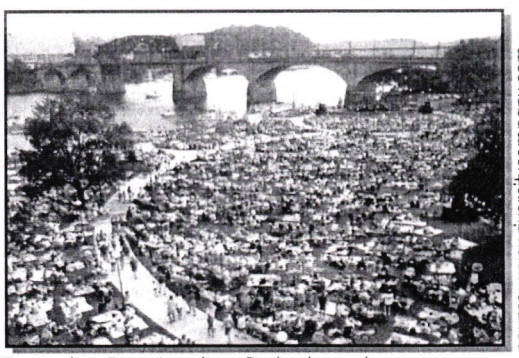


source: www.asu.edu



source: www.rivercitycompany.com

Aquarium and IMAX Theater Complex



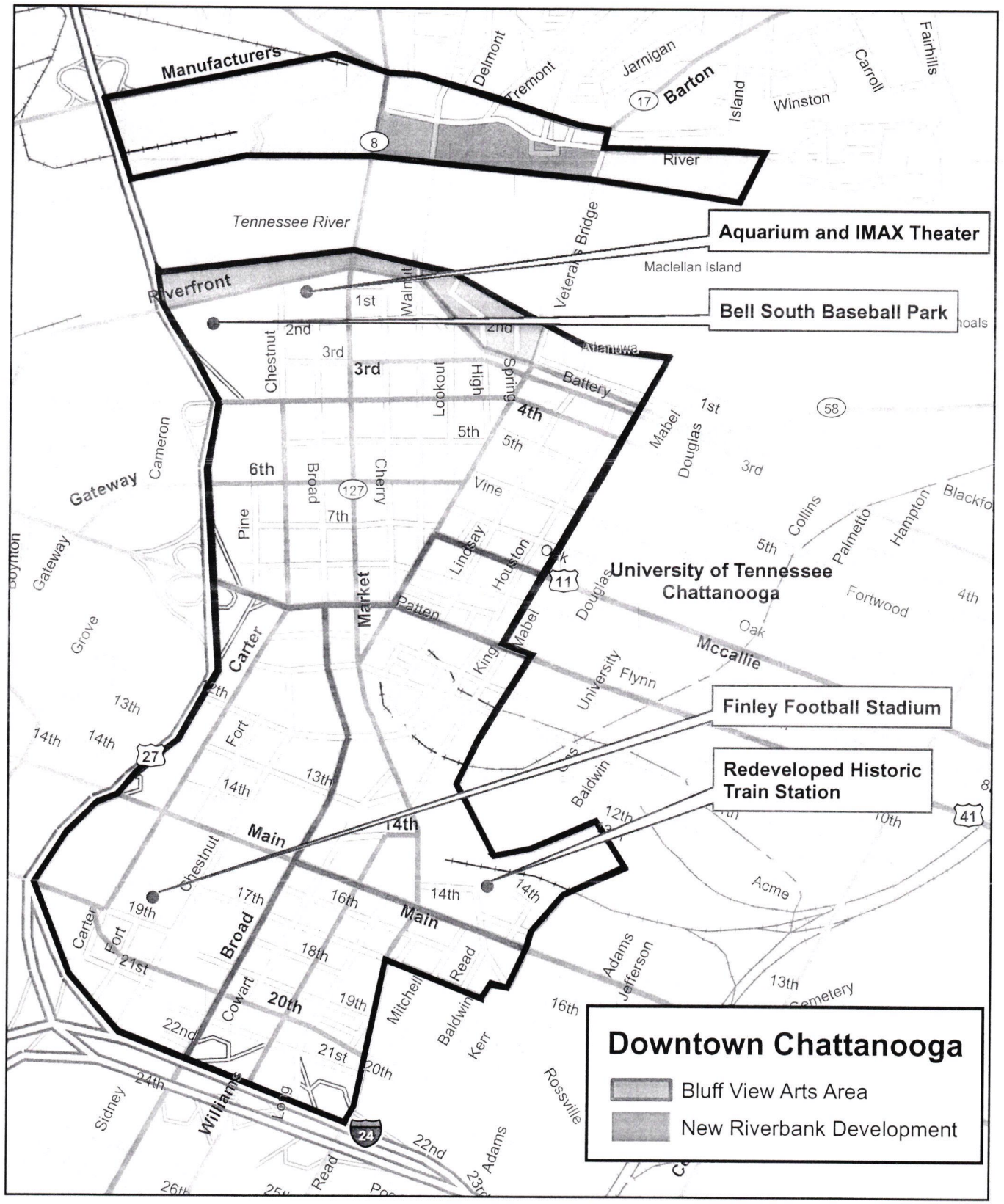
source: www.rivercitycompany.com

Festival in Ross Landing Park along the Tennessee River

source: www.rivercitycompany.com

New Infill Mixed-Use Development

(please see map on back)


Manufacturers
Delmont
Tremont
Jarnigan
17
Barton
Island
Winston
Carroll
Fairhills
8
River
Tennessee River
Aquarium and IMAX Theater
Veterans Bridge
Maclellan Island
Riverfront
Bell South Baseball Park
1st
Walnut
2nd
Chestnut
3rd
Lookout
High
Spring
Battery
4th
5th
Mabel
Douglas
58
6th
Broad
127
Cherry
Vine
7th
Pine
Cameron
Gateway
Boynton
Grove
Lindsay
Houston
Oak
11
University of Tennessee Chattanooga
Market
Patten
Collins
Palmetto
Hampton
Fortwood
Carter
King
Mccallie
University
Flynn
13th
14th
27
Fort
Finley Football Stadium
Redeveloped Historic Train Station
Baldwin
12th
10th
41
Main
Acme
17th
16th
19th
18th
21st
20th
22nd
Cowart
Mitchell
Read
Kerr
Adams
Jefferson
Cemetery
Rossville
Sidney
Williams
24th
Log
24
Downtown Chattanooga
Bluff View Arts Area
New Riverbank Development

Fort Collins, Colorado

Demographics

City Population: 118,652
Downtown Population: 2,485
Downtown Workforce: 8,300

Community and Downtown Statistics

Size of City: 46.5 square miles
Size of Downtown: 240 acres

Primary Uses

- Townhouse, Apartment, and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- Library
- Museum
- Park/Open Space

Typical Development

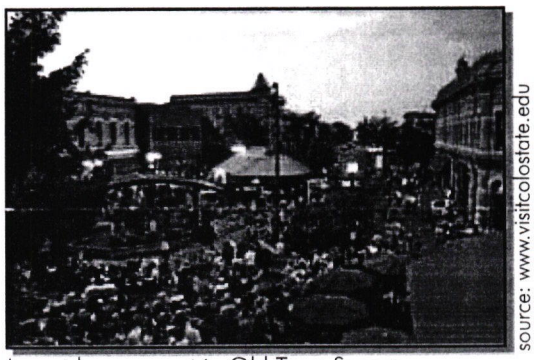
- 2- to 4-stories
- 0-15 foot setback
- On-street parking permitted

Special Features

- Access to **several bike trails** and the **Couche la Poudre River**
- **Bus connection** to Fort Collins area transit system
- Serviced by **restored streetcar line**
- 51 shops
- 33 restaurants
- Retail and dining concentrated around historic **Old Town Square**
- Two museums devoted to art and local culture and history
- **Entertainment destination** with 11 art galleries, 3 theaters, and an outdoor cinema
- Several **bed and breakfasts**
- City administration buildings and Larimer County Courthouse
- Events include a New Year's Eve celebration, the Colorado Brewers' Festival, the new WestFest, outdoor concerts, and numerous holiday and seasonal events
- Adjacent to Colorado State University

Source

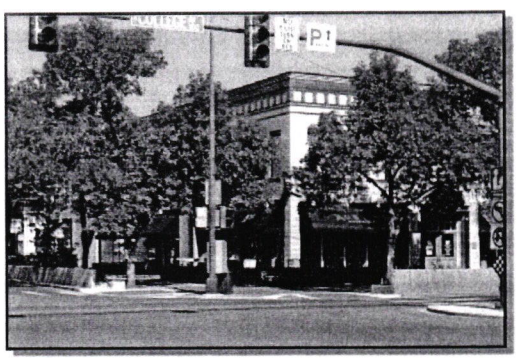
www.downtownfortcollins.com



source: www.visitcolostate.edu

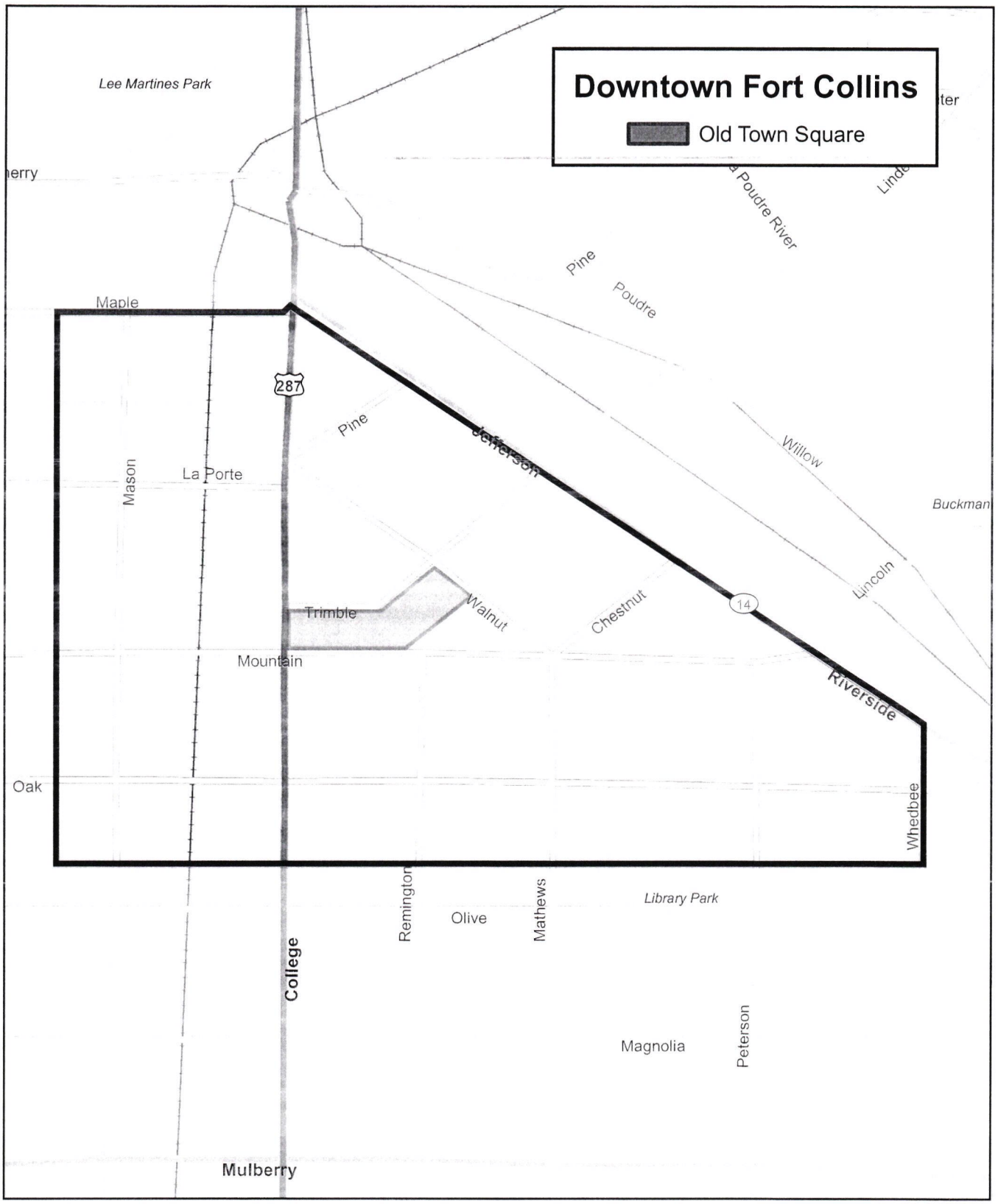
An outdoor concert in Old Town Square

An outdoor concert in Old Town Square



New commercial development

(please see map on back)


Downtown Fort Collins
Old Town Square
Lee Martines Park
Poudre River
Pine
Poudre
Maple
287
Pine
Jefferson
Willow
Mason
La Porte
Buckman
Lincoln
Trimble
Walnut
Chestnut
14
Mountain
Riverside
Oak
Whedbee
Remington
Olive
Mathews
Library Park
College
Magnolia
Peterson
Mulberry

VISIONING DOWNTOWN
RANCHO CORDOVA

Mesa, Arizona
"Mesa Town Center"

Demographics

City Population: 243,771
Downtown Population: 2,800
Downtown Workforce: 7,100

Community and Downtown Statistics

Size of City: 54.7 square miles
Size of Downtown: 640 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- Library
- Museum
- Park/Open Space

Typical Development

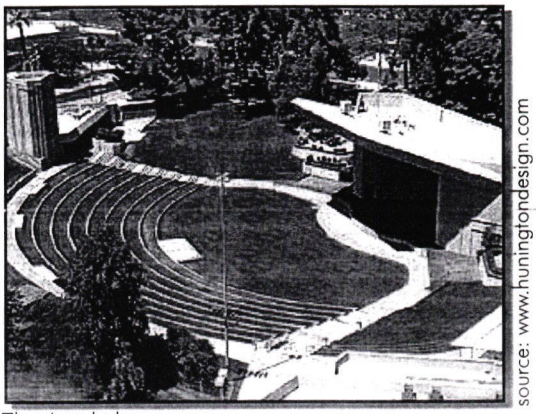
- 2- to 10-stories
- 0-10 foot setback
- On-street parking permitted

Special Features

- **Bus connection** to regional transit system
- 116 shops
- 29 restaurants
- 7 evening destinations
- 2 theaters and 1 cinema
- Public art installations
- **Arts Center** featuring 3 theaters, art galleries, and studio space
- **Convention Center**
- **Amphitheater**
- **4 museums** devoted to art and local history
- City Hall, Municipal Building, and City Courthouse
- **Sidewalk sculptures**
- Events include a weekly farmers' market, a storytelling festival, and several holiday and seasonal events
- 5 parking structures, 2,553 spaces
- Several new residential mixed-use projects proposed and approved

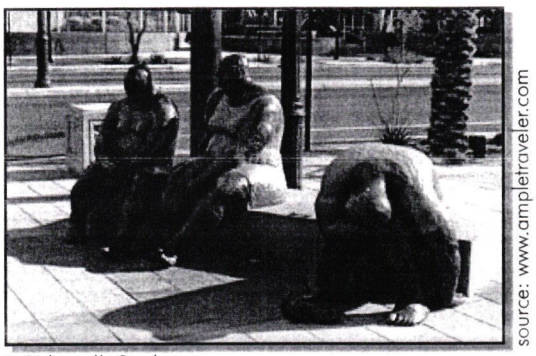
Sources

www.downtownmesa.com



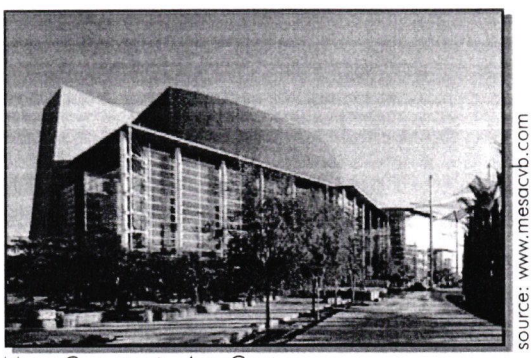
source: www.huningtondesign.com

The Amphitheater



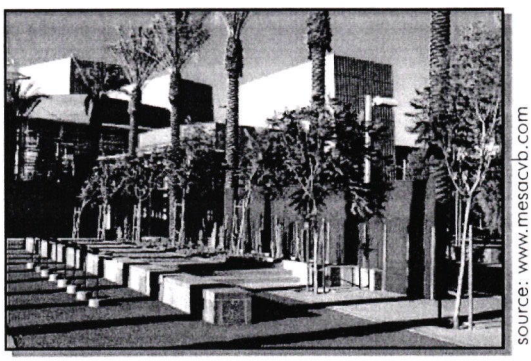
source: www.ampletraveler.com

A Sidewalk Sculpture



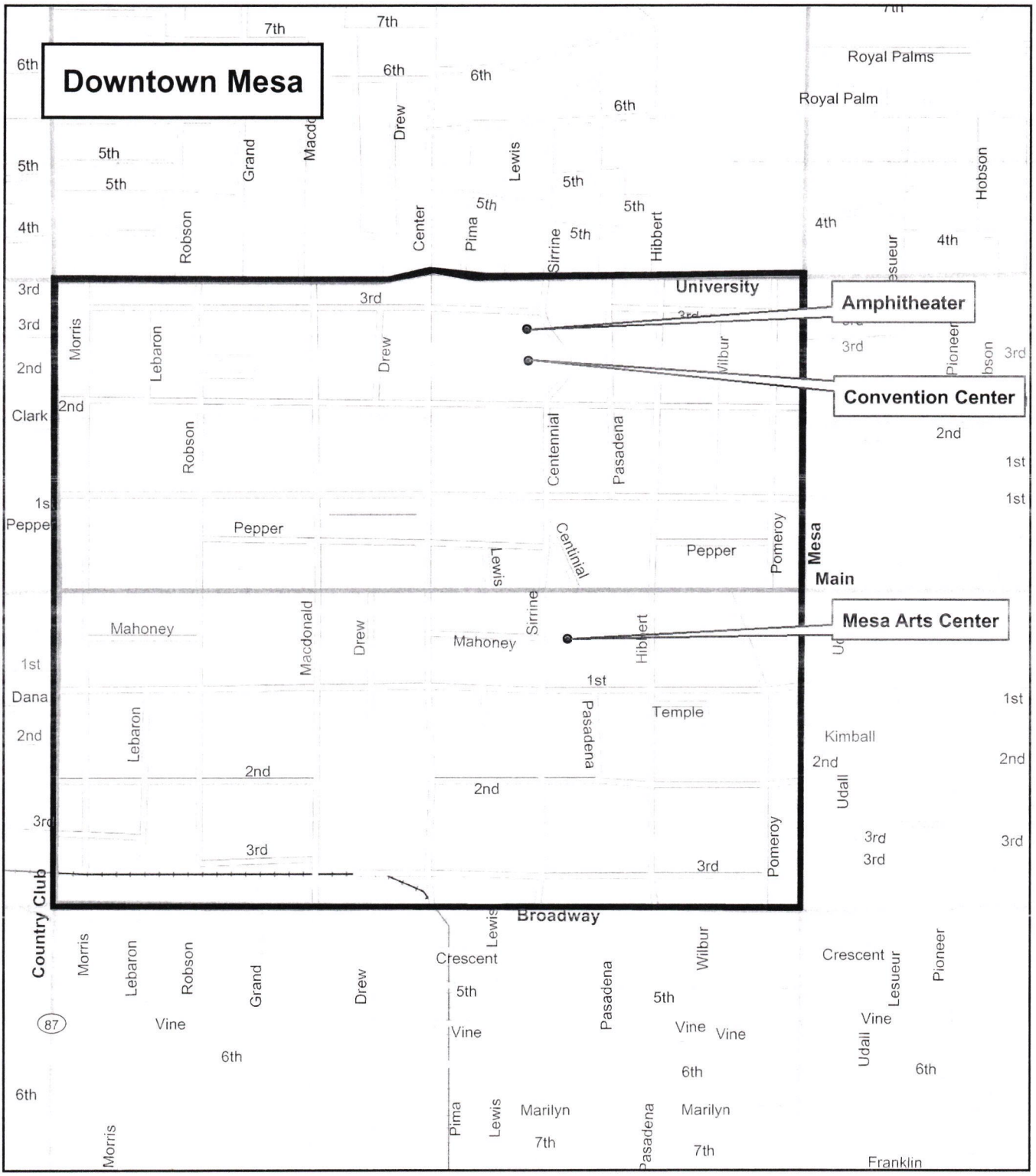
source: www.mesacvb.com

Mesa Community Arts Center



source: www.mesacvb.com

(please see map on back)


Downtown Mesa
Amphitheater
Convention Center
Mesa Arts Center
University
Main
Broadway
Mesa
Country Club
Royal Palms
Royal Palm
7th
6th
5th
4th
3rd
2nd
1st
Clark
Peppe
Dana
Pepper
Mahoney
Temple
Kimball
Crescent
Marilyn
Franklin
Morris
Lebaron
Robson
Grand
Macdonald
Drew
Lewis
Center
Pima
Sirrine
Hibbert
Centennial
Pasadena
Wilbur
Pomeroy
Udall
Lesueur
Pioneer
Hobson
Vine
87

Pasadena, California
"Old Pasadena"

Demographics

City Population: 133,936
Downtown Population: 2,000
Downtown Workforce: 60,000

Community and Downtown Statistics

Size of City: 23.1 square miles
Size of Downtown: 120 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- Library
- Museum
- Park/Open Space

Typical Development

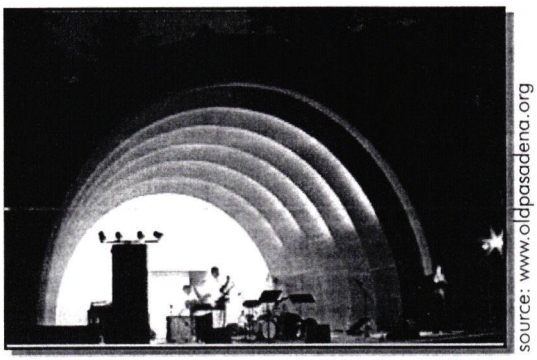
- 2- to 4-stories
- 0-15 foot setback
- On-street parking permitted

Special Features

- **Bus** and **rail** connections to Pasadena local and Los Angeles metropolitan area transit systems
- **Redeveloped historic Main Street**
- One Colorado shopping, dining, and entertainment area
- 330 shops
- 150 restaurants
- **Memorial Park**, home to outdoor concerts and movie screenings
- 9 museums devoted to art, history, and Asian cultures
- Adjacent to the **Playhouse District**, Pasadena's live arts destination
- Nearby **Paseo Colorado** development
- Events include an annual arts and food festival and numerous holiday and seasonal events
- 7 parking structures, ~3,000 spaces

Source

www.oldpasadena.org
www.oldpasadena.com



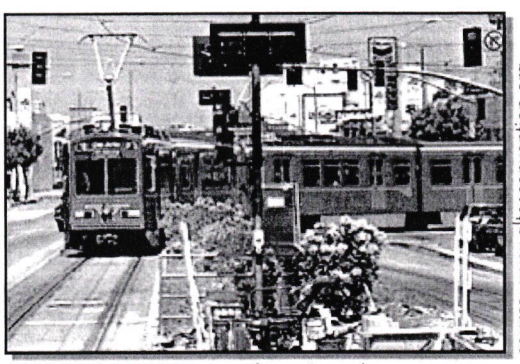
source: www.oldpasadena.org

Nighttime concert in Memorial Park

source: www.ci.pasadena.ca.us

Café and storefronts along historic Main Street

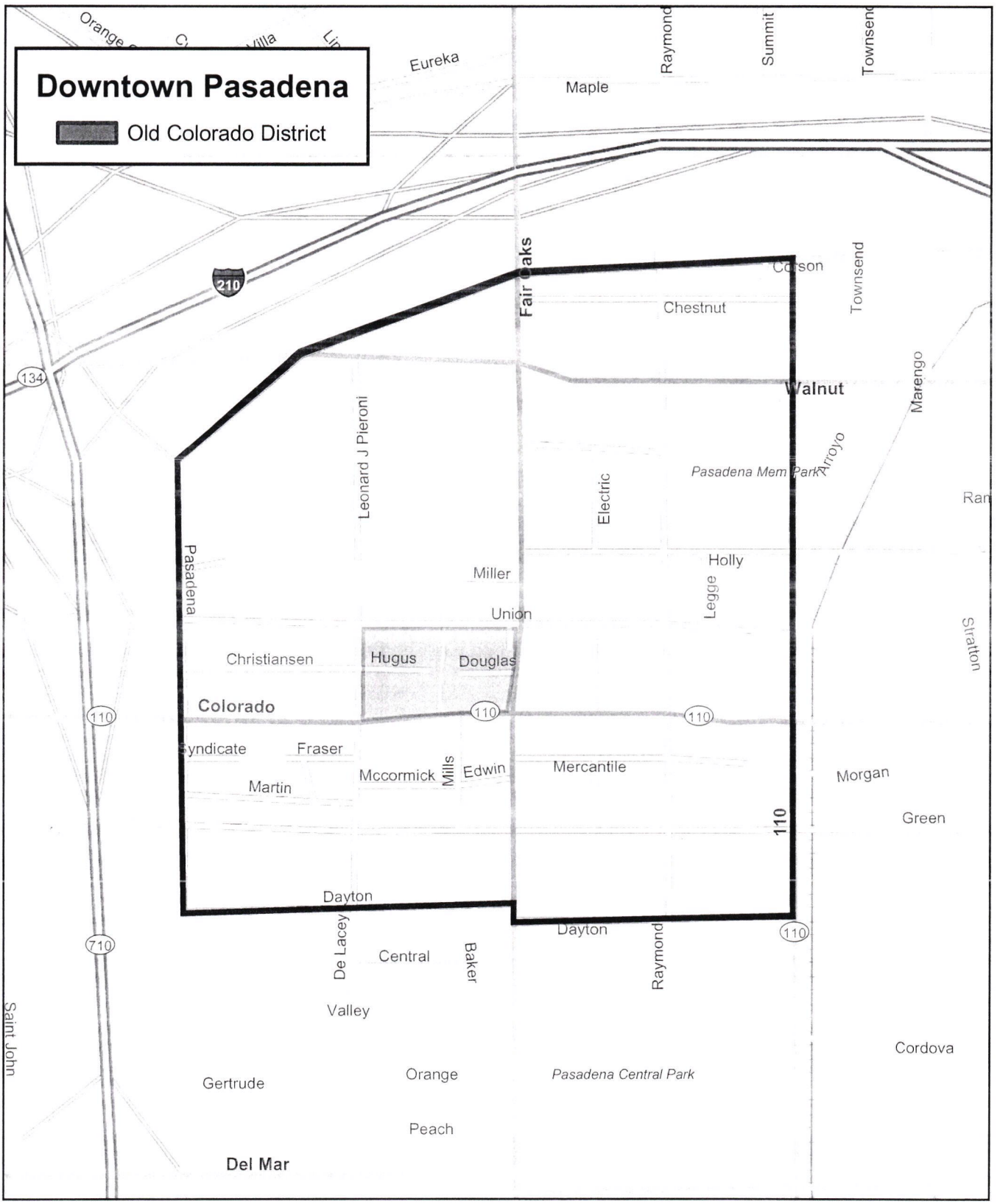
source: www.seeing-stars.com



source: www.altosconvention.org

A light rail train en route from Pasadena to Los Angeles

(please see map on back)


Downtown Pasadena
Old Colorado District
Eureka
Maple
Raymond
Summit
Townsend
Fair Oaks
Carson
Chestnut
Townsend
Walnut
Marengo
Arroyo
Pasadena Mem Park
Leonard J Pieroni
Electric
Pasadena
Miller
Holly
Legge
Union
Christiansen
Hugus
Douglas
Colorado
Stratton
Syndicate
Fraser
Martin
Mccormick
Mills
Edwin
Mercantile
Morgan
Green
110
Dayton
De Lacey
Central
Baker
Dayton
Raymond
Valley
Saint John
Cordova
Gertrude
Orange
Pasadena Central Park
Peach
Del Mar
210
134
110
710

Riverside, California

Demographics

City Population: 288,384
Downtown Population: 11,212
Downtown Workforce: 30,000

Community and Downtown Statistics

Size of City: 78.1 square miles
Size of Downtown: 700 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- Library
- Museum
- Park/Open Space

Typical Development

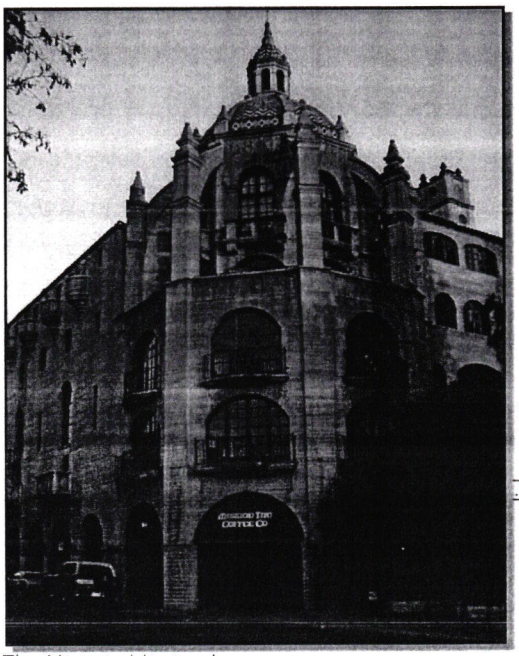
- 2- to 25-stories
- 0-10 foot setback
- On-street parking permitted

Special Features

- **Bus** and **rail** connections to regional transit system
- **Downtown trolley service**
- **Amtrak railroad station**
- 57 shops
- 62 restaurants
- 2 evening destinations
- 2 theaters and 1 cinema
- 5 art galleries
- **Main Street Pedestrian Mall**
- **Convention Center**
- **Historic Mission Inn**
- **4 museums** devoted to art and local history
- **SmartRiverside Downtown Wireless Mall**
- City hall and courthouse
- Events include a weekly farmers' market, monthly educational events, a Dickens' festival, an Orange Blossom festival, a ball to benefit the arts, outdoor concerts, petting zoos, and numerous holiday and seasonal events
- 6 parking structures, 3,335 spaces
- Nearby University of California Riverside
- Several new residential mixed-use projects proposed and approved

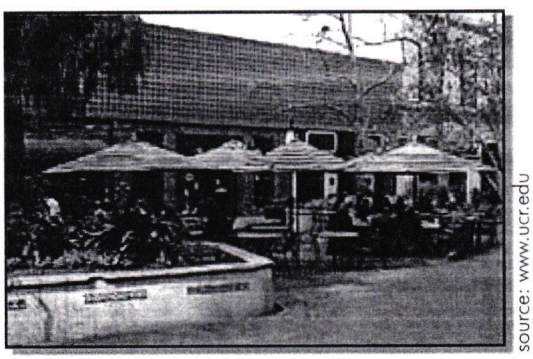
Sources

www.riversidedowntown.org



source: www.godickson.com

The Historic Mission Inn

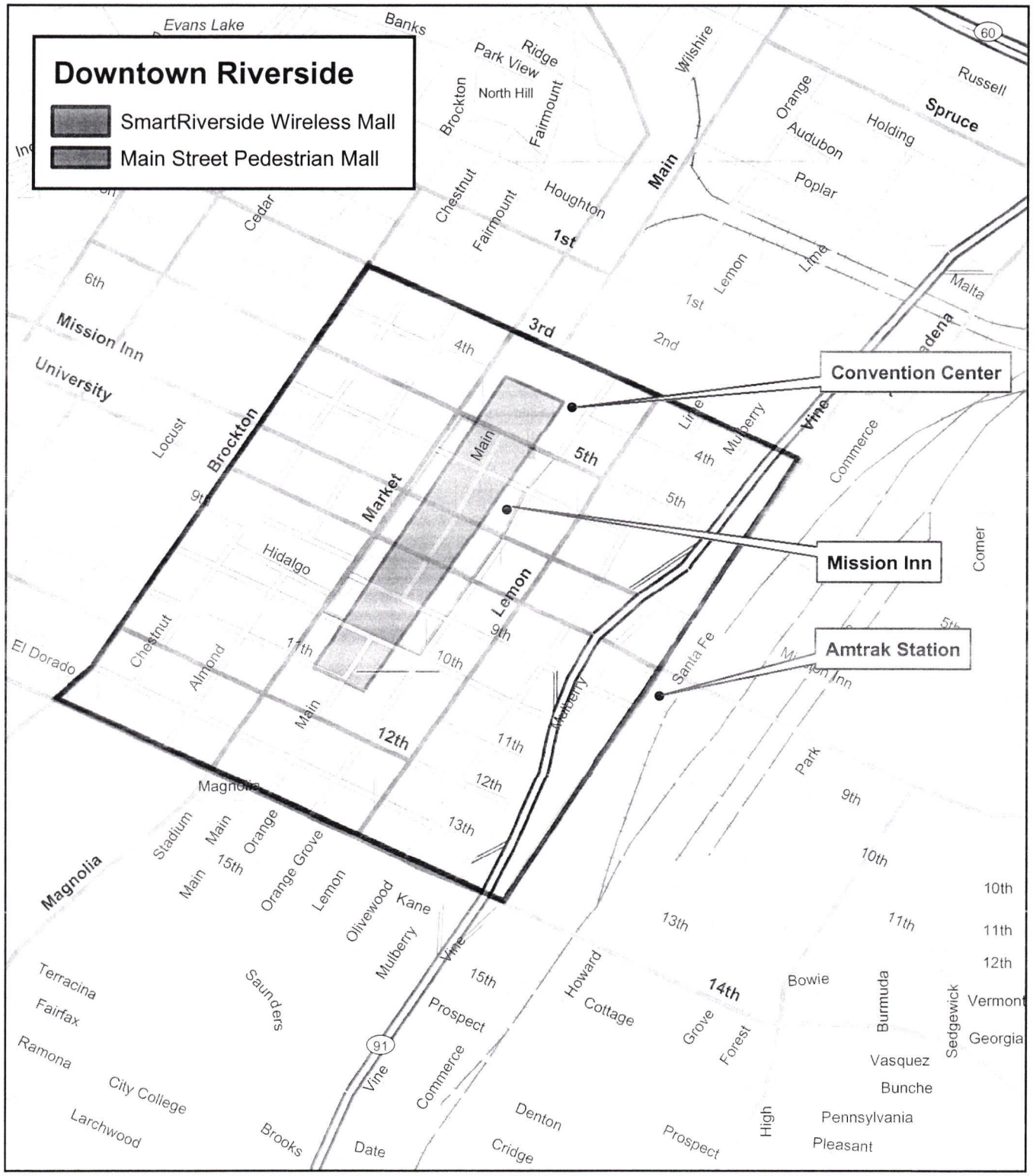


source: www.ucr.edu

source: www.pps.org

A festival near Mesa's Civic Center

(please see map on back)


Downtown Riverside
SmartRiverside Wireless Mall
Main Street Pedestrian Mall
Convention Center
Mission Inn
Amtrak Station
Evans Lake
Banks
Ridge
Park View
North Hill
Brockton
Fairmount
Wilshire
Orange
Audubon
Holding
Russell
Spruce
Chestnut
Houghton
Main
Poplar
Cedar
1st
Lemon
Lime
Malta
6th
Mission Inn
University
3rd
4th
2nd
Locust
Brockton
Market
5th
Mulberry
Vine
Commerce
Hidalgo
Lemon
9th
10th
11th
12th
13th
El Dorado
Almond
Santa Fe
Park
Magnolia
Stadium
Orange
Orange Grove
Olivewood
Kane
Terracina
Fairfax
Ramona
Saunders
City College
Larchwood
Brooks
Date
Prospect
Howard
Cottage
14th
Grove
Forest
Bowie
Burmuda
Sedgewick
Vermont
Georgia
Vasquez
Bunche
Pennsylvania
Pleasant
High
Denton
Cridge
Commerce
15th
91
60

Santa Barbara, California
"State Street"

Demographics

City Population: 94,825
Downtown Population: ~2,000
Downtown Workforce: 12,000 (Downtown Improvement District)

Community and Downtown Statistics

Size of City: 19 square miles
Size of Downtown: 115 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- Library
- Museum
- Park/Open Space

Typical Development

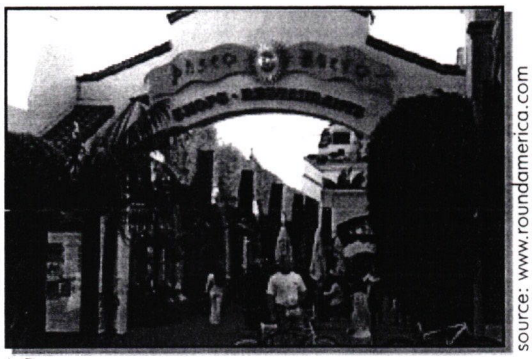
- 3- to 6-stories
- 0-15 foot setback
- On-street parking permitted

Special Features

- **Bus connection** to Santa Barbara area transit system
- Downtown shuttle service
- Multiple pedestrian **paseos** and **courtyards**
- 330 shops
- 150 restaurants
- 33 evening destinations
- **Entertainment destination** with 4 cinemas, 6 theaters, and 27 art galleries
- 3 museums devoted to art, history, and literary manuscripts
- **Old Town historic district** and **several historic sites**, including the local presidio, city hall, and courthouse
- City hall, county administration building, and county courthouse
- **Decorative flags** along State Street
- Events include a film festival, a history festival, an arts festival, and seasonal events
- 1 parking structure, 575 spaces
- Several new mixed-use projects proposed and approved

Sources

www.santabarbaradowntown.com



source: www.roundamerica.com

A Paseo

source: www.roundamerica.com

Historic City Hall

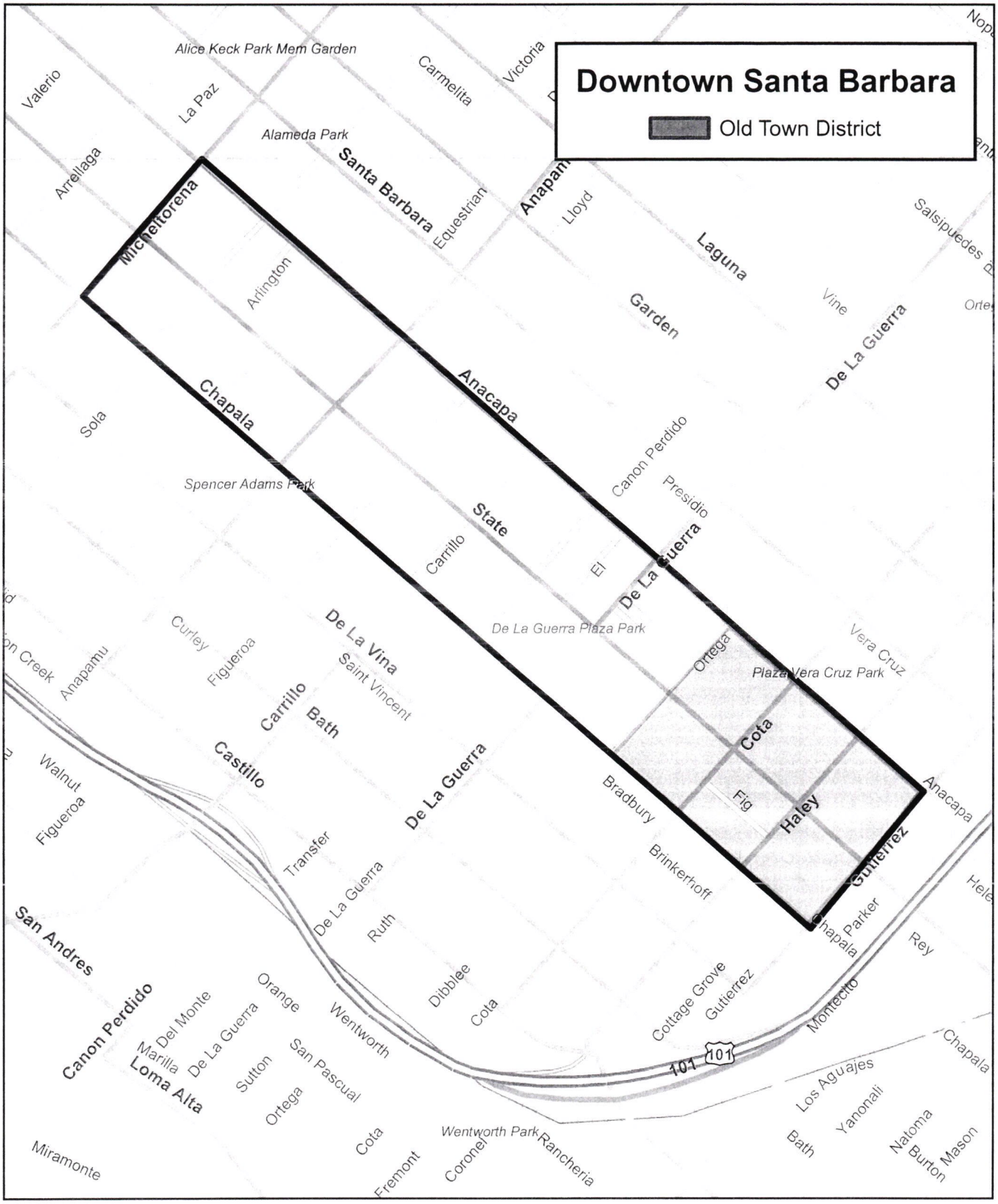
source: www.seeing-stars.com

Historic storefronts along State Street

source: www.streetcarmike.com

Downtown Shuttle

(please see map on back)


Downtown Santa Barbara
Old Town District
Alice Keck Park Mem Garden
Valerio
La Paz
Carmelita
Victoria
Alameda Park
Arrellaga
Santa Barbara
Equestrian
Anapamu
Lloyd
Laguna
Salsipuedes
Micheltorena
Arlington
Garden
Vine
De La Guerra
Chapala
Anacapa
Sola
Canon Perdido
Presidio
Spencer Adams Park
State
Carrillo
El
De La Guerra
De La Guerra Plaza Park
Ortega
Vera Cruz
Plaza Vera Cruz Park
De La Vina
Saint Vincent
Curley
Figueroa
Anapamu
Carrillo
Bath
Cota
Castillo
Walnut
Figueroa
De La Guerra
Bradbury
Fig
Haley
Anacapa
Transfer
De La Guerra
Brinkerhoff
Gutierrez
Ruth
Chapala
Parker
Rey
San Andres
Canon Perdido
Del Monte
Orange
Wentworth
Dibblee
Cota
Cottage Grove
Gutierrez
Montecito
Marilla
De La Guerra
Loma Alta
Sutton
San Pascual
101
Chapala
Los Aguajes
Ortega
Cota
Wentworth Park
Yanonali
Miramonte
Fremont
Coronel
Rancheria
Bath
Natoma
Burton
Mason

Stockton, California

Demographics

City Population: 243,771
Downtown Population: 1,500
Downtown Workforce: 20,617

Community and Downtown Statistics

Size of City: 54.7 square miles
Size of Downtown: 425 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- University
- Library
- Museum
- Park/Open Space

Typical Development

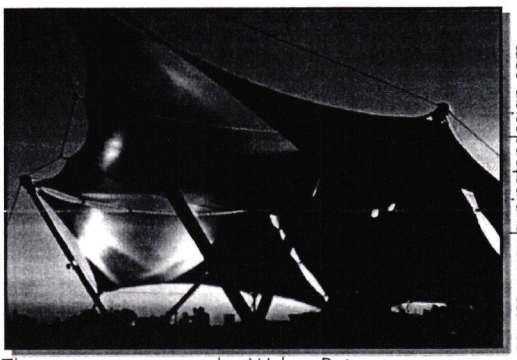
- 2- to 10-stories
- 0-10 foot setback
- On-street parking permitted

Special Features

- **Bus** and **trolley connections** to regional transit system
- **Amtrak train station**
- 58 shops
- 57 restaurants
- 5 evening destinations
- 2 theaters and 1 cinema - Theaters restricted to Downtown only
- **Public art installations**
- **Interactive fountains**
- **New sports facilities** include Stockton Arena and Stockton Ballpark
- 3 museums
- **Weber Point Events Center**
- New **Stockton Events Center** featuring Billy Herbet Field, Stockton Arena, a hotel, a convention center and retail development
- City hall and county courthouse and administration building
- Events include a weekly farmers market and street fair, outdoor concerts, and numerous holiday and seasonal events
- 3 parking structures, 1,491 spaces
- Several new residential mixed-use projects proposed and approved

Sources

www.downtownstockton.org
www.visitstockton.org
www.stocktongov.com

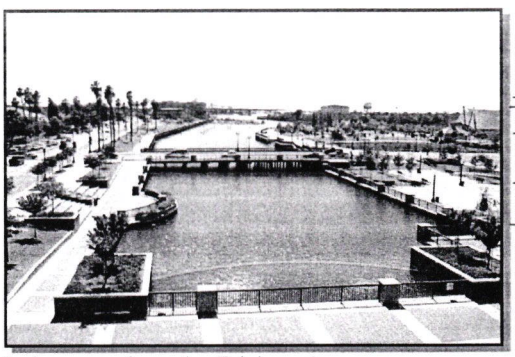


source: www.huningtondesign.com

The concert stage at the Weber Point Events Center

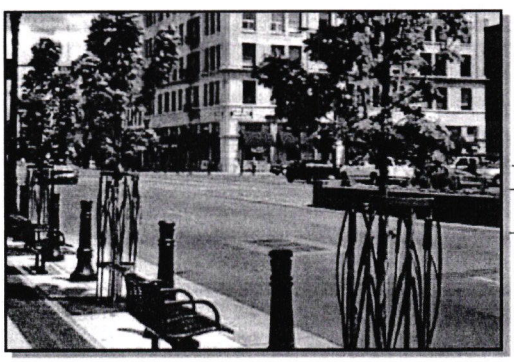
source: www.eecs.berkeley.edu

Interactive Fountain



source: www.downtownstockton.org

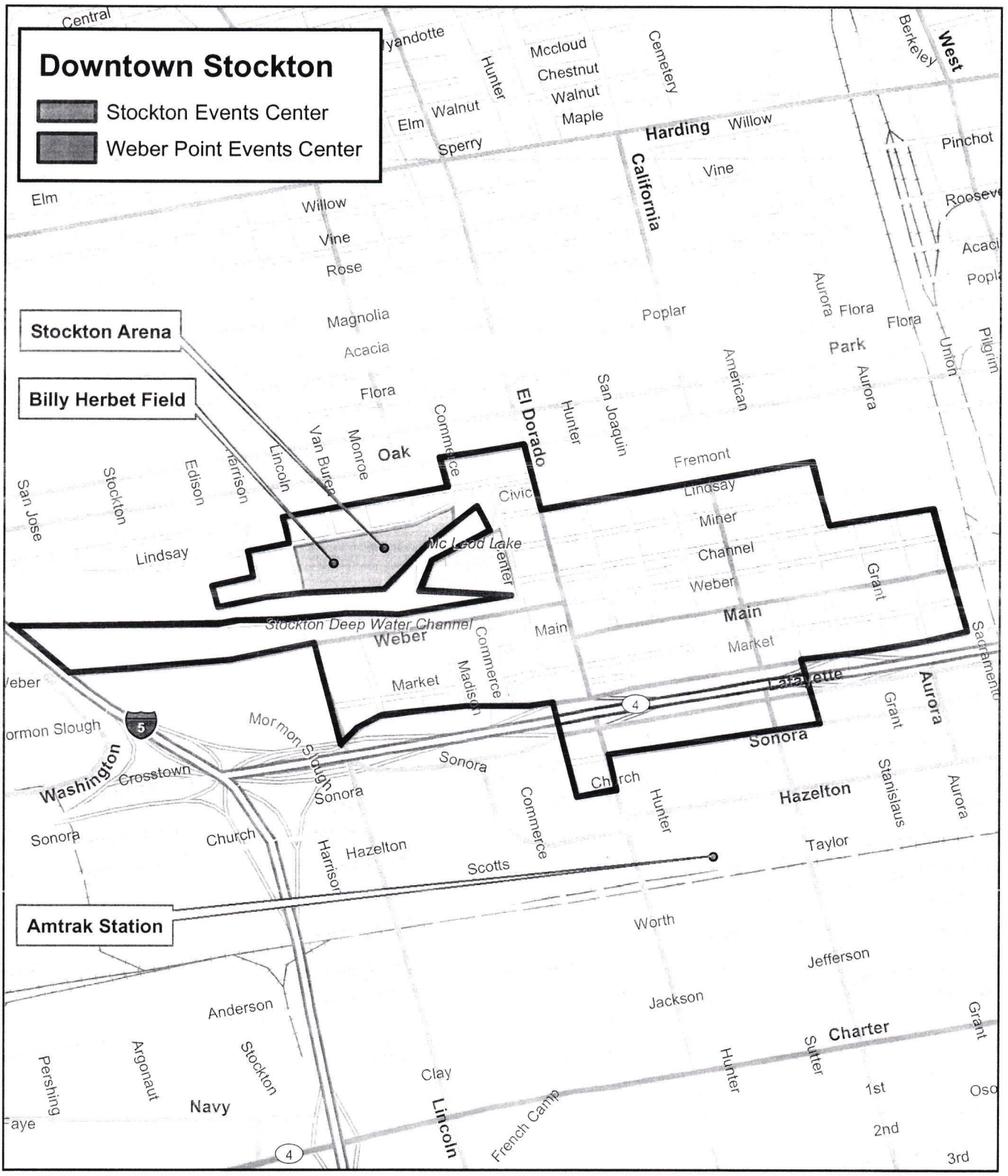
Park space along the Tuleburg Levee



source: www.bmsdesigngroup.com

(please see map on back)

VISIONING DOWNTOWN
RANCHO CORDOVA



VISIONING DOWNTOWN
RANCHO CORDOVA

Tempe, Arizona
"Mill Avenue District"

Demographics

City Population: 160,820
Downtown Population: 70,000
Downtown Workforce: 20,000

Community and Downtown Statistics

Size of City: 39.5 square miles
Size of Downtown: 230 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- University
- Library
- Museum
- Park/Open Space

Typical Development

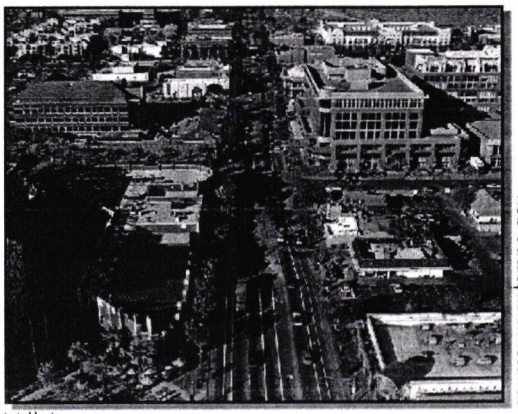
- 2- to 6-stories
- 0-10 foot setback
- On-street parking permitted

Special Features

- **Bus connection** to the Phoenix area transit system
- **Water taxis** ferry across the Salt River
- Retail and dining concentrated around **Hayden Square**
- 45 shops
- 60 restaurants
- 20 Evening Destinations
- 9 theaters and 1 cinema
- **Memorial Park**, home to outdoor concerts and movie screenings
- **Recreation opportunities** on and along the Salt River
- 9 museums
- Sun Devil Stadium
- Arizona State University
- City hall, administration building, and court
- Events include a New Year's Eve celebration, an art festival, a history festival, outdoor concerts, and numerous holiday and seasonal events
- 2 parking structures, 1300 spaces

Sources

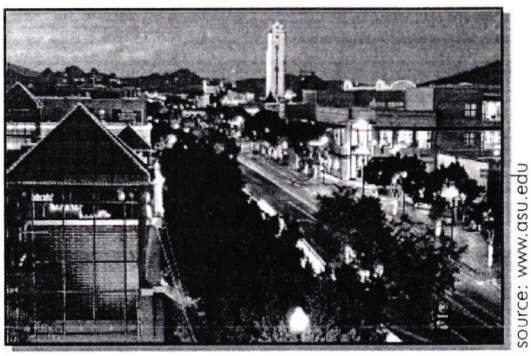
www.downtowntempe.com



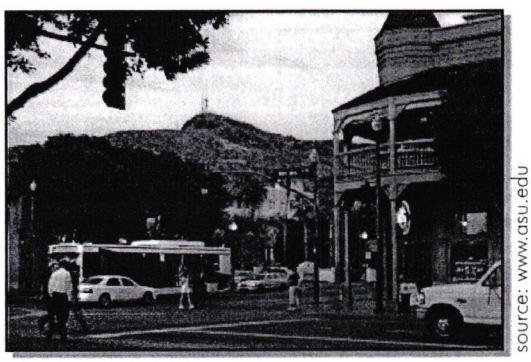
source: www.tempe.gov

Mill Avenue

source: www.asu.edu



source: www.asu.edu



source: www.asu.edu

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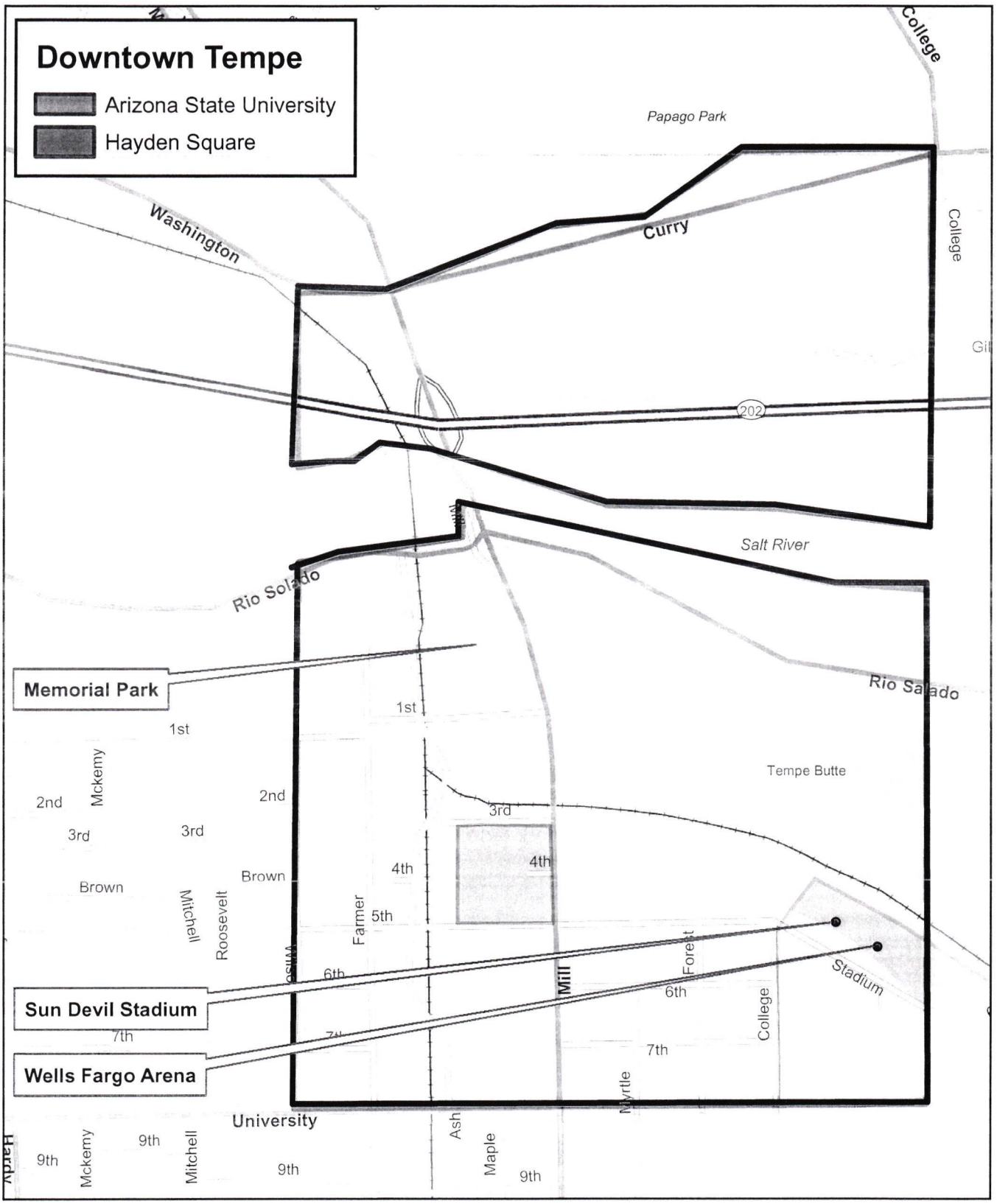

Downtown Tempe
Arizona State University
Hayden Square
College
Papago Park
Washington
Curry
College
202
Salt River
Rio Salado
Rio Salado
Memorial Park
1st
1st
Mckemy
2nd
2nd
3rd
3rd
3rd
Brown
Brown
Mitchell
Roosevelt
4th
4th
Farmer
5th
Tempe Butte
Sun Devil Stadium
6th
6th
Mill
Forest
Stadium
College
7th
7th
Wells Fargo Arena
University
Myrtle
Ash
Maple
9th
9th
Mckemy
9th
Mitchell
9th
9th

VISIONING DOWNTOWN
RANCHO CORDOVA

Walnut Creek, California

Demographics

City Population: 64,296

Community and Downtown Statistics

Size of City: 19.5 square miles
Size of Downtown: 100 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Civic Uses
- Park/Open Space

Typical Development

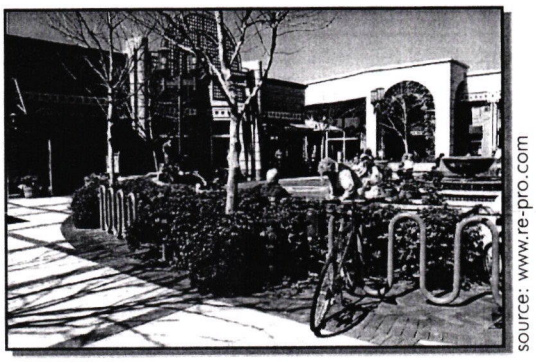
- 3- to 6-stories
- 0-10 foot setback
- On-street parking permitted

Special Features

- **Bus connection** to local transit system
- Near a BART station
- 106 shops
- 67 restaurants
- **Two districts** – historic Main Street and new redevelopment area
- Adjacent to Broadway Plaza Shopping Center
- Adjacent to **Civic Park**, the city's central green space
- Several holiday and seasonal events
- 7 parking garages, 5,227 spaces

Source

www.downtownwalnutcreek.com



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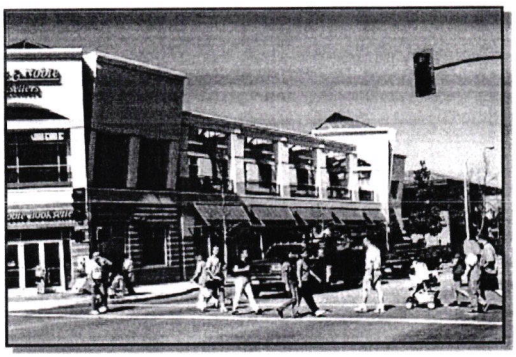

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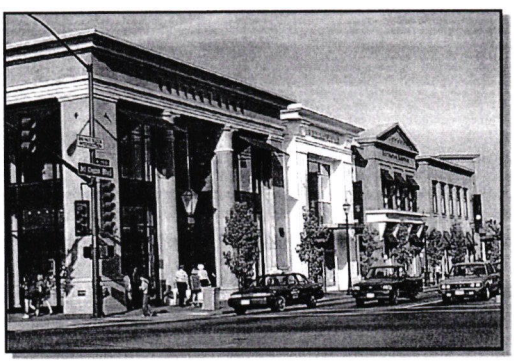

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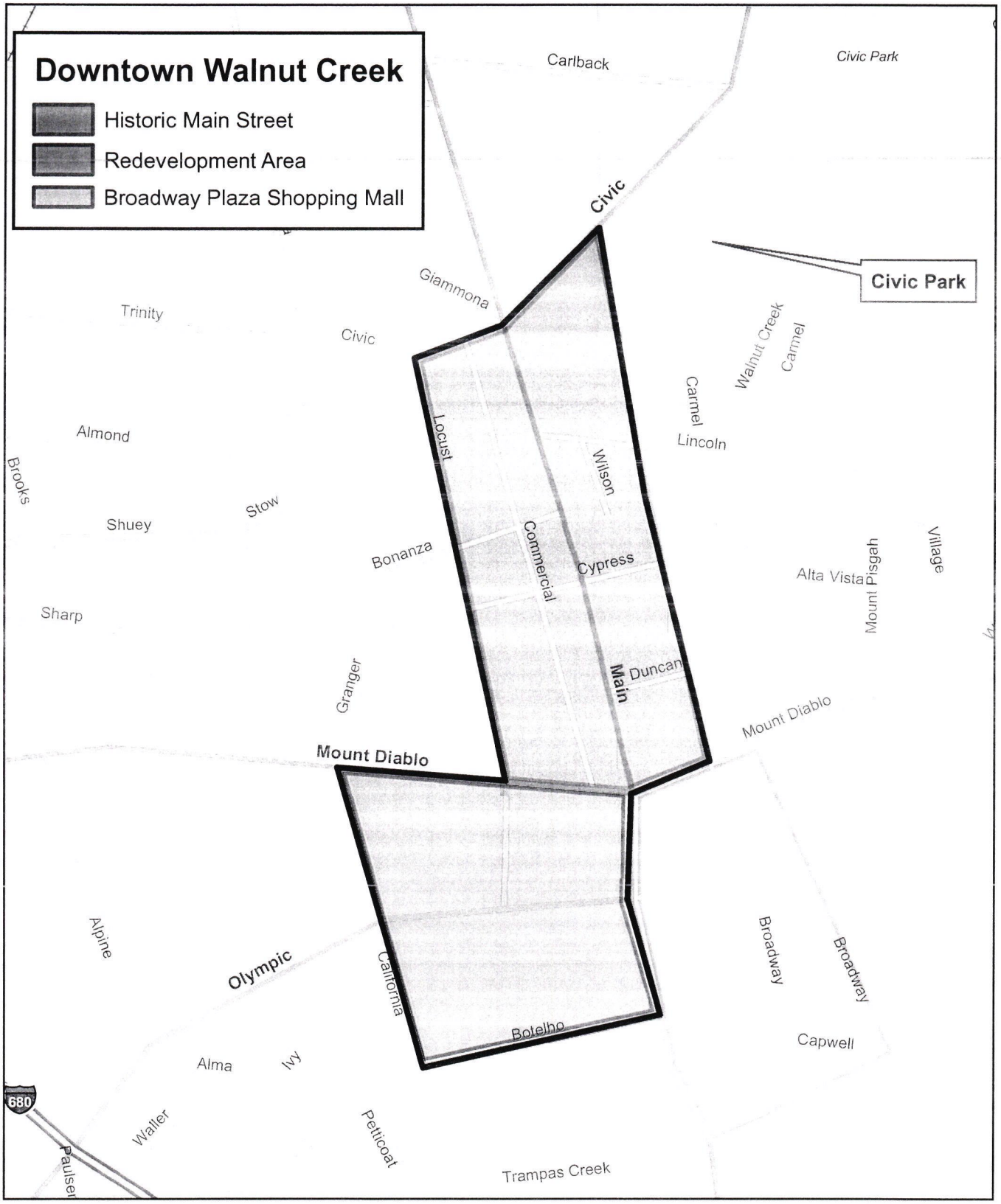
VISIONING DOWNTOWN
RANCHO CORDOVA



West Palm Beach, Florida

Demographics

City Population: 95,344

Community and Downtown Statistics

Size of City: 55.1 square miles
Size of Downtown: 150 acres

Primary Uses

- Apartment and Condominium
- Commercial Office
- Commercial Retail
- Hotel
- Civic Uses
- Museum
- Library
- Park/Open Space

Typical Development

- 2- to 20-stories
- 0-10 foot setback
- On-street parking permitted

Special Features

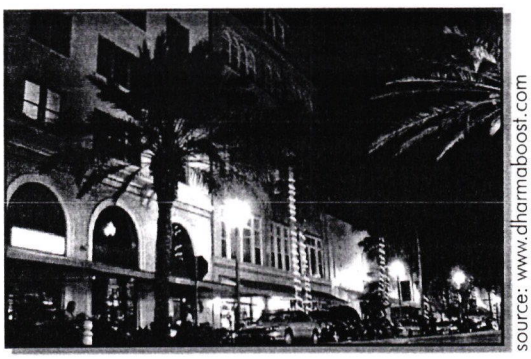
- Redeveloped **CityPlace** entertainment destination
- **Historic Clementis Street District**
- **Downtown trolley service**
- 86 shops
- 58 restaurants
- 13 Evening Destinations
- 5 theaters and 1 cinema
- Art museum
- Public plaza featuring several large fountains
- Amphitheater
- **Marina Park** adjacent to Intercoastal Waterway
- **Palm Beach County Convention Center**
- 10 parking structures, 22, 236 spaces
- Several new residential mixed-use projects proposed and approved

Sources

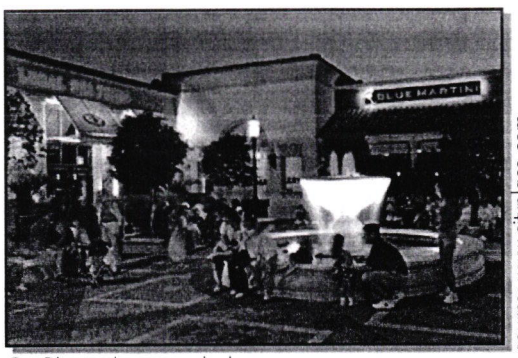
www.cityplace.com
www.westpalmbeachdda.com

source: www.dpz.com

Fountains in plaza adjacent to the historic Harriet Theater



source: www.dharmaboost.com



source: www.cityplace.com

CityPlace shops and plaza

source: www.dpz.com

Historic buildings along Clementis Street

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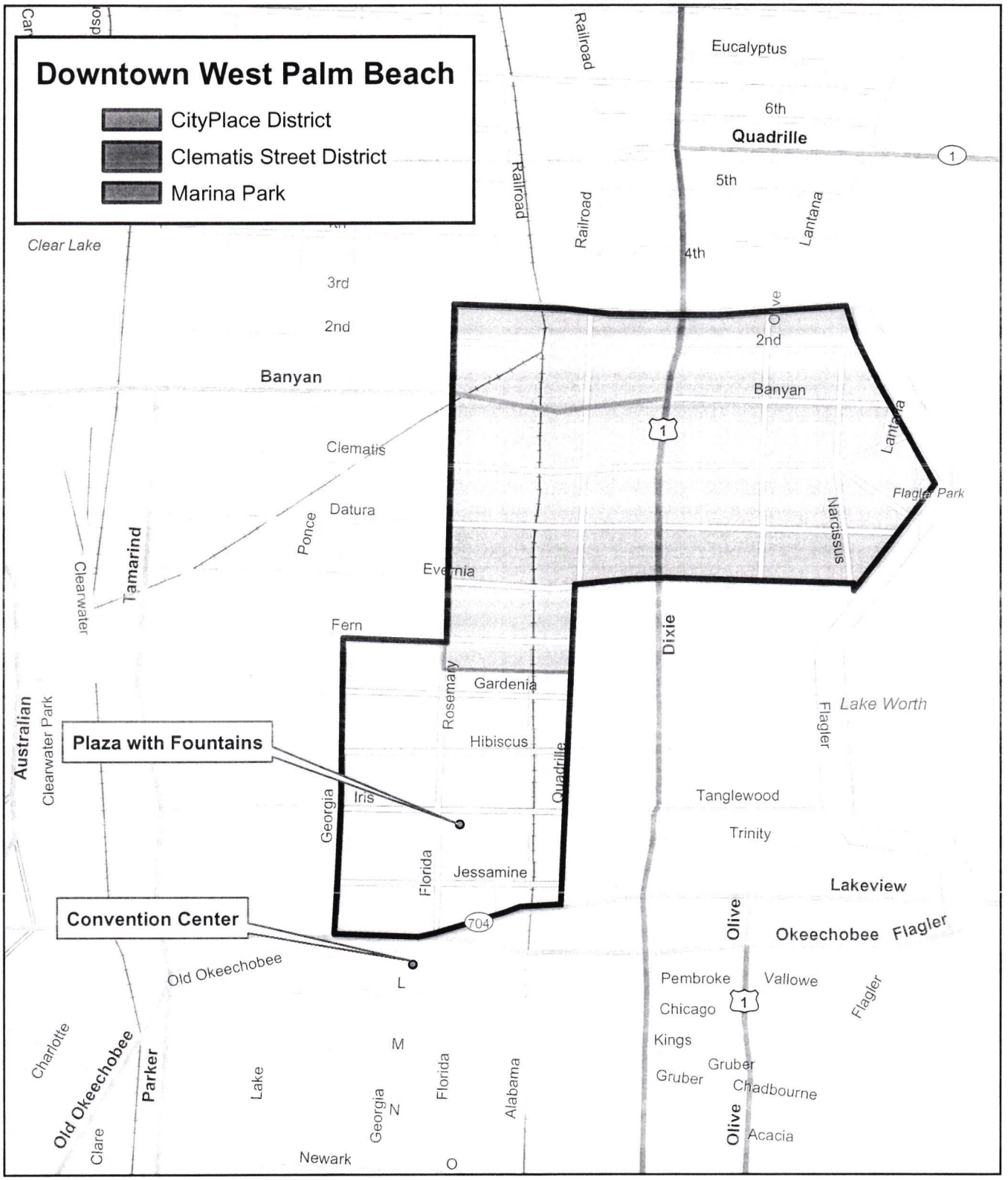

Downtown West Palm Beach
CityPlace District
Clematis Street District
Marina Park
Railroad
Railroad
Railroad
Eucalyptus
6th
Quadrille
1
5th
Lantana
4th
Clear Lake
3rd
2nd
Banyan
Olive
2nd
Banyan
1
Lantana
Flagler Park
Narcissus
Clematis
Datura
Ponce
Tamarind
Clearwater
Evernia
Fern
Dixie
Rosemary
Gardenia
Lake Worth
Flagler
Australian
Clearwater Park
Plaza with Fountains
Hibiscus
Quadrille
Georgia
Iris
Tanglewood
Trinity
Florida
Jessamine
Lakeview
Convention Center
704
Olive
Okeechobee
Flagler
Old Okeechobee
L
Pembroke
Vallowe
Chicago
1
Flagler
Charlotte
M
Kings
Gruber
Gruber
Chadbourne
Old Okeechobee
Parker
Lake
Florida
Alabama
Georgia
N
Olive
Acacia
Clare
Newark
O

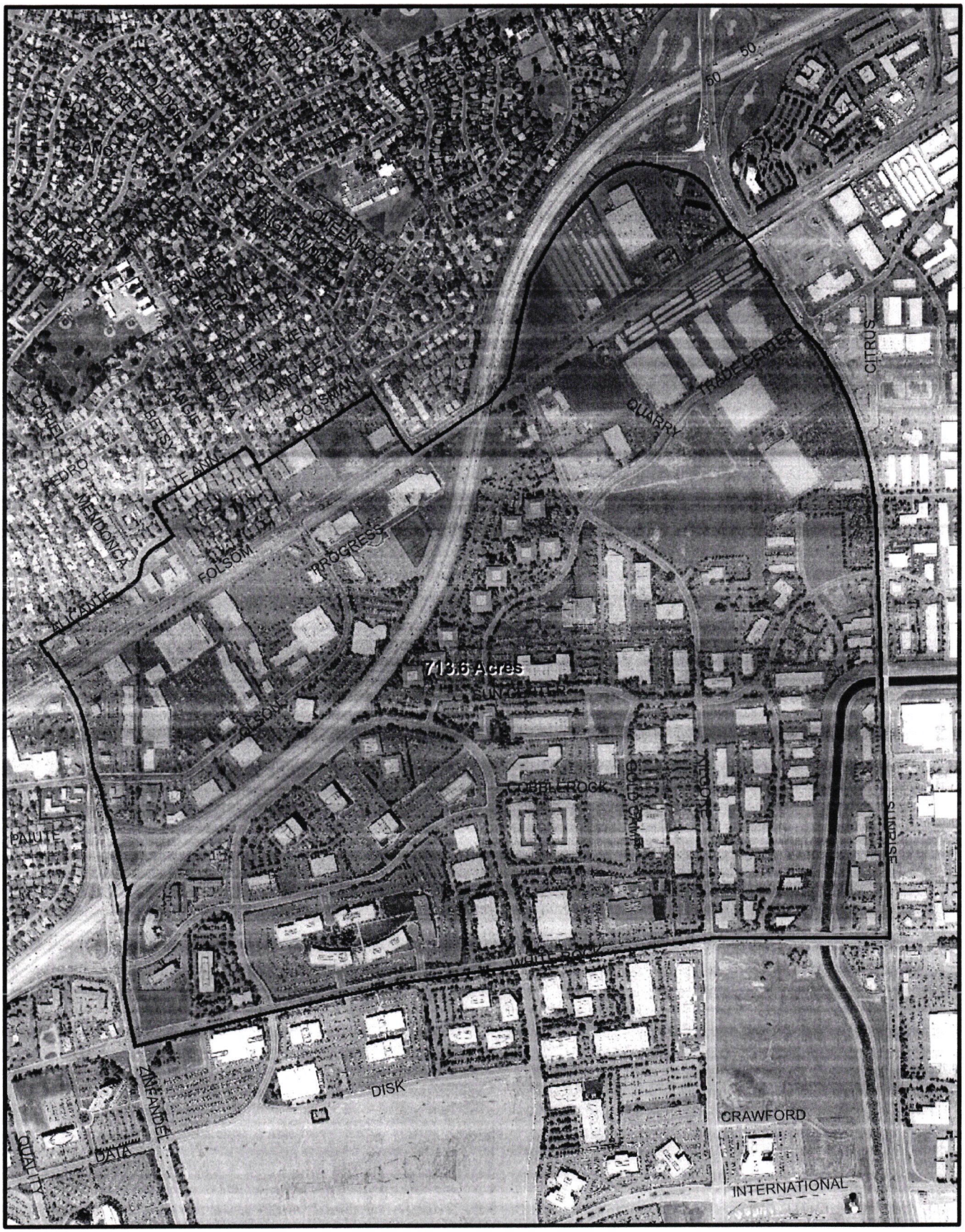
Attachment 3

City of Rancho Cordova
Planning Department

Alternative 1
Olsen

City of Rancho Cordova
Planning Department

Alternative 2
Staff Preferred Alternative



City of Rancho Cordova
Planning Department

Alternative 3
GPAC Recommendation

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, General Plan Project Manager

SUBJECT: **FINDINGS OF THE MARKET ANALYSIS/RETAIL STRATEGY**

RECOMMENDATION

Consider findings of market analysis/retail strategy prepared for the General Plan.

BACKGROUND

In May 2005, the City Council adopted the Draft Land Use Map Book and Draft Circulation Plan as the City's Interim General Plan. As part of that action, Council directed staff to "truth" the adopted General Plan Land Use Map by analyzing the land use mix, balance, and proposed densities and intensities of future development. City Council formalized that direction on July 15th by authorizing a General Plan extension request and approving an expansion of the scope of work to include the items listed below.

1. Preparation of a General Plan Pro-Forma;
2. Resolution of Parks and Open Space Standards;
3. Preparation of Capital Improvement Plan and associated roads planning;
4. Clarification of the City's vision for the Downtown District;
5. Development of PLACE^{3}S model for General Plan analysis;
6. Additional time for public review prior to General Plan adoption; and
7. Additional water supply analysis in General Plan EIR.

Since that time, City staff, the General Plan Team, and other consultant specialists have been conducting analysis, completing studies, and testing assumptions made for the development of the Land Use Map, Land Use Categories, and Circulation Plan. Significant progress has been made on the parks and open space standards, the CIP has now been adopted, outreach and analysis for the Downtown District is complete, and PLACE^{3}S model was developed for existing land uses and the adopted Draft Land Use Map Book. Staff has also facilitated two additional meetings with the General Plan Advisory Committee regarding land use and select element work.

AGENDA ITEM # 25

The focus of this report is to present significant findings of the Pro Forma analysis that will impact revisions to the Land Use Map for consideration by the City Council in January. The Pro Forma analysis is comprised of two major components:

1. Market Analysis/Retail Strategy. Market demand analysis for both retail and office development at build out – plus translation and distribution of retail demand.

2. Fiscal Analysis/Viability/Phasing. Fiscal modeling of revenues and expenses for future development, capital improvements, and services at build out – emphasis on phasing scenarios in first five year period to ensure fiscal viability of the City.

The Market Analysis/Retail Strategy is the focus of discussion at this meeting. The Finance Director will present the Fiscal Analysis/Viability/Phasing to the City Council on January 3, 2006.

MARKET DEMAND ANALYSIS

Bay Area Economics (BAE) recently completed a retail demand analysis for the City (see executive summary in Attachment 1). BAE analyzed existing retail in and around Rancho Cordova to understand current market conditions both locally and in the context of surrounding markets. The next phase of the analysis was to determine spending potential of current and future residents. This information was used to calculate retail demand in a variety of retail categories. Consistent with development assumptions used for the Capital Improvement Plan and Pro Forma, the analysis calculated retail demand incrementally through build out of the General Plan in or around year 2050.

The table below compares the total retail square footage in the BAE retail demand analysis to the modeled Draft Land Use Map adopted in May 2005 for the entire Planning Area.

Source for Retail Development at Build Out	Total Retail Square Footage
May 2005 Land Use Map (as modeled in PLACE^{3}S)	~ 22,000,000
BAE Retail Demand Analysis	~ 9,000,000
Planned in excess of forecast demand	~ 13,000,000

As shown in the table above, the May 2005 Land Use Map assumed more total retail development than can likely be absorbed at build out of the General Plan Planning Area. In fact, the modeled May 2005 Land Use Map would provide the potential for an excess of 13 million square feet of retail development (144% above the projected retail demand). While staff would recommend the City plan for more retail than the forecast demand, the appropriate "buffer" may be closer to an additional 5 million square feet to accommodate the local (neighborhood) retail, "super-regional" retail opportunities (e.g., IKEA), and other unforeseen changes in market conditions.

Bay Area Economics also completed an analysis of office demand for the Planning Area (Attachment 2). Analysts looked at existing conditions, talked to brokers about historic market niches, competition, local strengths and weaknesses, and regional trends to form assumptions regarding regional absorption of office development for Rancho Cordova. Projections assume that Rancho Cordova will (at a minimum) maintain its existing share of the regional office market somewhere between 16 and 25 percent (depending on tracking source).

Again, the table below compares the BAE office demand projection to the modeled May 2005 Land Use Map.

Source for Office Development at Build Out	Total Office Square Footage
May 2005 Land Use Map (as modeled in PLACE^{3}S)	~ 53,000,000
BAE Retail Demand Analysis	~ 28,000,000
Planned in excess of forecast demand	~ 25,000,000

As shown in the table above, the May 2005 Land Use Map assumes more total office development than can likely be absorbed at build out of the General Plan Planning Area. In fact, the modeled May 2005 Land Use Map would provide the potential for an excess of 25 million square feet of office development (93% above the projected office demand). Again, staff recommends the City plan for office development in excess of the forecast demand, but not 93 percent more. Important considerations include the fact that future development consistent with the General Plan will likely improve existing market weaknesses by providing more housing, a more diverse housing stock, and increased services for employees. The anticipated diversity in the type of office development in the City with more small local offices may increase the local share of the regional market that assumes continued development of large regional offices.

Given the aforementioned analysis of retail and office demand, we anticipate the following significant amendments to the Land Use Map.

- ✓ Reduction in the amount of land designated for retail development and potential adjustments to the intensity of retail development standards assumed for one or more of the commercial land use categories.

- ✓ Reduction in the amount of land designated for office development and potential adjustments to the intensity of office development standards assumed for one or more of the office land use categories.

Staff will provide more detailed recommendations on the above listed adjustments, along with other potential land use changes (e.g., potential reduction in the size of the Downtown District) at the City Council meeting on January 3, 2006 As a reminder, City Council will need to adopt a Final Land Use Map by the end of January to allow for completion of the environmental analysis and process for adoption of the General Plan and EIR by June 30, 2006.

RETAIL STRATEGY

The retail market demand analysis addresses the question of how much retail demand there is in the City at build out of the General Plan. Equally important questions are:

- ✓ What type of retail?

- ✓ Where should that retail be located?

- ✓ When should it be developed?

Leland Consulting Group (LCG) has been working with BAE, City Staff, and the General Plan Team to answer these questions. This report is intended to introduce the findings regarding the retail type and distribution. Additional details on retail distribution will be presented with the General Plan Land Use Map on January 3, 2006 and the timing question will be addressed with the Pro Forma phasing discussion on January 3, 2006.

According to the findings of the market demand analysis, the Rancho Cordova Planning Area can sustain approximately 9 million square feet of retail development through build out of the General Plan (Attachment 1). The variety of retail categories described in that analysis were consolidated into two primary categories of retail development as follows:

- Local Retail. This is a small- to medium-sized grocery anchored center with accessory retail and service uses targeting nearby neighborhoods. The target market to support this type of retail is approximately 13,000 persons.

- General Merchandise. This covers a broad category of shopping centers and power centers for non-grocery needs at both a community and regional level (generally serving a population of between 50,000 and 100,000 persons). This category is a catchall for everything that is not local retail, with the exception of specialty retail and auto sales.

For the purpose of comparing these retail categories to the land use categories in the General Plan, the local retail category includes the types of uses planned for Village Centers and the general merchandise category includes the types of uses anticipated for Local, Regional, and Transit-Oriented Town Centers. LCG conducted a mapping exercise to locate both local retail and general merchandise sites based on population, access (multi-modal), destination locations, existing development, and consideration of pending applications. Preliminary findings are that we may have planned a few too many Village Centers (based on a supporting population of approximately 10,000 persons) and that planned locations for a variety of Town Centers may need minor adjustments. Additional information and details will be presented at the January 3, 2006 City Council meeting.

NEXT STEPS

City Council Meeting January 3, 2006 – consideration of specific recommendations for modifications to the General Plan Land Use Map and direction as appropriate

City Council Meeting January 17, 2006 - consideration and adoption of Final General Plan Land Use Map.

ATTACHMENTS

1. Summary of Potential Local Retail Demand (Bay Area Economics)

2. Rancho Cordova Planning Area Office Employment and Building Space Projections (Bay Area Economics)

bae

Attachment 1

MEMORANDUM

Date: December 13, 2005

To: Paul Junker, City of Rancho Cordova
Bill Thomas, City of Rancho Cordova

From: Matt Kowta

Re: Rancho Cordova General Plan Pro-Forma Retail Demand Estimates

Introduction

The purpose of this memo is to convey our analysis and findings regarding retail demand in Rancho Cordova. This memo provides the City and other members of the General Plan Pro-Forma team with information on potential local demand for retail goods and services, including:

1. Overview of existing retail facilities serving Rancho Cordova
2. Overview of major planned and proposed projects outside of Rancho Cordova
3. Estimated average retail demand per household, for households in single-family attached units and for households in all other types of residential units.
4. Estimated distribution of retail expenditures among retail shopping center categories, including neighborhood retail, community retail, regional/destination retail, and specialty retail.
5. Projected increase in Planning Area retail demand for the 2005 to 2035 time period, and for buildout.

Consistent with our role in the General Plan Pro-Forma project, we are providing this information as a tool for use by Leland Consulting in developing recommendations for the City in regard to specific retail proposals that the City may be entertaining as well as in regard to the City's overall strategy for deployment of retail centers throughout the community as it builds out over the next 30 to 50 years. In support of Leland's work analyzing potential shopping center locations, BAE has conducted other background analysis, such as projections of increased retail demand by TAZ and planning sub-area, and projections of increased retail demand within 1.5 miles of specified existing and planned retail centers; however these detailed calculations are not included in this transmittal.

Definitions of Shopping Center Types

For the purposes of this study, we have defined the following shopping center types, including

Bay Area Economics

Sacramento Region Office
803 Second Street, Suite A
Davis, CA 95616

530.750.2195
fax 530.750.2194
bae1@bae1.com
bayareaeconomics.com

neighborhood retail, community retail, and regional retail, including some sub-categories as described below:

Neighborhood Retail

These types of shopping facilities focus on serving the convenience shopping needs of people from adjacent neighborhoods and typically range in size from approximately 100,000 square feet of gross leasable floor area (GLA) to approximately 150,000 square feet. Smaller strip retail centers and stand-alone retailers may also serve neighborhood retail demand. Within the retail industry, a typical trade area radius is assumed to be approximately 1.5 miles, containing about 10,000 to 15,000 people. In areas with relatively low population densities, the retail selection will be more sparse, and trade areas may extend further than 1.5 miles. Conversely, areas that are densely populated can support greater amounts of retail space, and effective trade areas may be less than 1.5 miles. Typically, a neighborhood retail center would have a supermarket and/or drugstore anchor and a number of smaller inline tenants such as coffee shop, casual restaurants, dry cleaners, video rental store, a family haircutter or other convenience oriented retail or personal services.

Community Retail

Community shopping centers typically are larger than neighborhood centers and offer a greater range of goods. While many community centers include tenants that are similar to those found in neighborhood centers, they will typically also include stores that draw their customers not only from the surrounding neighborhoods, but also from within other parts of the community. These can include stores such as auto parts; hobby and toys, sporting goods, books, beauty supply, shoe stores, and clothing stores and other types of stores that offer moderately priced goods that are not purely comparison shopping goods. Community retail centers typically range in size from 150,000 square feet to 300,000 square feet of GLA. A typical community retail center trade area is approximately five miles in radius and may include 50,000 or more people.

Regional/Specialty Retail

Regional shopping centers represent the top of the retail hierarchy. They are usually greater than 500,000 square feet in size and have one or more full-line, fashion-oriented department stores, and the center's overall emphasis is on comparison shopping goods (i.e., "big ticket" items), and fashion-oriented specialty retail. Traditional enclosed regional malls with department store anchors and myriad specialty retail shops fit into this category. Typically, the trade areas for these centers are eight to 12 miles (or more) in radius and the required population may be as much as 300,000 or more people, depending on the specific tenants. In addition, a limited number of stand-alone retailers command regional retail status, such as very large furniture store, or a large electronics store.

Many big box stores themselves were originally considered regional shopping destinations; however with the proliferation of big-box stores and the subsequent shifts in shopping habits towards patronizing these types of stores on a regular basis, certain stores and certain centers that contain these types of stores are evolving from what was previously considered "regional" retail to something closer to "community" retail. For example, according to 2005 data compiled

by Trade Dimensions, a national retail industry research organization, there are 66 discount general merchandise stores (Wal-Mart, Target, Big K-Mart) within the Sacramento-Stockton-Modesto market area, which includes 3,852,000 people. Overall, the average population per discount general merchandiser is 58,367, meaning that they are much more community-oriented than region-oriented at this point in time.

In addition to the evolution of the function of existing centers, the retail industry continues to develop new shopping center models, among which is "Lifestyle" centers. This emerging type of retail center offers a concentration of specialty retailers, entertainment, and dining in an open air format, sometimes mimicking a traditional main street. These types of centers may or may not include big-box stores and/or department store anchors, but they are designed to draw people from throughout a community and beyond. At this time, Sacramento does not have any operating lifestyle centers; however, there is a big-box anchored lifestyle center under construction in North Natomas and lifestyle centers are planned in both Folsom and Elk Grove at the locations of projects formerly approved as traditional enclosed regional malls, as discussed below. In addition, recent news accounts have indicated that the Florin Mall property will be renovated into an open-air configuration, with a Super Wal-Mart as an anchor tenant.

Existing Retail Facilities

Neighborhood Retail Centers

Rancho Cordova is currently served by a number of existing neighborhood retail centers including several centers that are located outside, but near enough to the City to service some of its residents.

Centers Inside Rancho Cordova. Rancho Cordova and the surrounding area have a number of existing retail centers and nodes that provide primarily convenience and neighborhood oriented retail for local residents. Table 1 contains an inventory of existing neighborhood retail shopping centers that are either in Rancho Cordova or adjacent to Rancho Cordova. These centers are typically anchored by a major supermarket and will typically serve a trade area that is within approximately 1.5 miles from the center. Figure 1 maps these centers. Within Rancho Cordova proper, there are three super-market anchored neighborhood centers:

- Bradville Square – Bradshaw Road at Old Placerville Road (anchored by Ralph's)
- Cordova Village – Folsom Boulevard at Zinfandel Drive (anchored by Safeway and Wal-Mart)
- Raleys Center - Folsom Boulevard and Coloma (anchored by Raley's)

The Cordova Village site, because of its Wal-Mart co-tenant can also be considered a community-serving center. In general, the centers listed above are conventional strip mall designs surrounded by bare parking lots with little landscaping. Several exhibit signs of deferred maintenance. Notable centers below 100,000 square feet in Rancho Cordova include the Nimbus Winery Center on Folsom Boulevard, which has an unusual and interesting design, and the Plaza de Oro on Sunrise Boulevard. This is an attractive center with some pleasant

cafes facing the street. In addition, there is a stand-alone Food Source store at Bradshaw Road and Old Placerville Road. In general, the remaining centers are unremarkable.

Nearby Centers Outside Rancho Cordova. Also potentially serving parts of the City of Rancho Cordova are four additional, neighborhood centers just beyond the borders of Rancho Cordova. These are:

- Prairie City Crossing – Prairie City Road near Iron Point Road (anchored by Safeway)
- Gold River Town Center – Gold Express Drive at Sunrise Boulevard (anchored by Bel-Air)
- Rosemont Plaza – 9161 Kiefer Boulevard (anchored by Albertsons)
- College Green Shopping Center – Folsom Boulevard at Jackson Road (anchored by Raley's)

All of these centers are very local in market orientation. In addition to the grocery anchors, other tenants include banks, cleaners, salons and small restaurants. All of them will draw customers from their surrounding areas, but are not differentiated enough to draw Rancho Cordova residents who have comparable retail in their own neighborhoods; thus, they will likely only draw some market support from the closest Rancho Cordova neighborhoods.

Existing Community-Serving Retail in Rancho Cordova

Rancho Cordova residents have a number of community-retail facilities to choose from in shopping for goods and services that are not strictly convenience oriented.

Centers Inside or Immediately Adjacent to Rancho Cordova. There are a number of existing general retail facilities located in Rancho Cordova or immediately adjacent that serve a community-wide trade area. These facilities typically involve mid-box or big-box chain stores such as Office Max or Wal-Mart, respectively. These facilities may be constructed as large stand-alone stores, or as shopping centers anchored by one or more large stores. Because of the draw of the anchor stores, these types of facilities may also be known as "destination" shopping facilities.

Table 2 lists the existing community-serving shopping centers in and adjacent to Rancho Cordova, and their locations are shown in Figure 2. Additionally, Folsom Boulevard contains a large array of stores scattered along its length through Rancho Cordova, in stand-alone configurations or small strip centers. The establishments located in these types of centers are primarily neighborhood or community-serving uses.

The Zinfandel Square/Cordova Town Center area, in the vicinity of the Zinfandel Drive, Folsom Boulevard, and Olson Drive intersections, is the largest concentration of community retail uses in Rancho Cordova and includes Target as an anchor store. We estimate the total retail floor area in this area at approximately 700,000 square feet. In addition, just to the north and west, there is a stand-alone Wal-Mart store that is approximately 125,000 square feet. Other major tenants in this area include Mervyns, Ross, and Big-5 Sporting Goods. Smaller

tenants are typically fast-food or casual restaurants, - both chains and independent ethnic restaurants -, salons, cleaners, and video stores.

The Rivergate Shopping Center at Sunrise Boulevard at Coloma Road Rancho Cordova has a K-Mart as an anchor store, putting it in the category of community retail centers. This center also has a vacant grocery store space, meaning that it could also serve a neighborhood retail function if a new supermarket tenant occupies the site.

Although Rancho Cordova does not have any other organized shopping centers that qualify as community-serving centers, Rancho Cordova does have community-serving stand-alone retail in form of Costco at 2756 Sunrise Blvd. and a Home Depot at 11260 White Rock Rd. Costco is outside the Rancho Cordova City limits proper; however, it serves as a community-shopping facility for residents of the City.

Competitive Centers Outside Rancho Cordova. The Madison Mall at the intersection of Madison Avenue and Hazel Avenue offers primarily neighborhood-serving retail, with a Raley's grocery as its anchor store; however, it is larger than a typical neighborhood center and has some tenants that may be considered community-serving in nature, so it is included on this list.

Other community-oriented shopping centers located outside of Rancho Cordova area located far enough from Rancho Cordova that, on their own, they would not attract substantial numbers of Rancho Cordova shoppers, unless the goods and services simply were not available more conveniently in Rancho Cordova. In practice, many of these more distant community-oriented shopping centers function in combination with other adjacent shopping centers or concentrations of stores as regional destinations and, until Rancho Cordova provides its own comparable range of local shopping opportunities, there will be some leakage to these centers for community retail goods and services, even though they maybe located outside of traditional trade area boundaries. Existing centers of this type include Laguna Crossroads Shopping Center near State Highway 99 in Elk Grove, Southgate Plaza and Florin Mall on Florin Road near State Highway 99, and Wal-Mart Central and Broadstone Plaza in Folsom. These centers are listed and mapped as part of the regional retail destinations discussed below.

Existing Regional Retail Destinations

Regional Retail Facilities Within Ranch Cordova. Although it lacks a regional shopping center of its own at this time, Rancho Cordova does attract some regional retail sales through its array of building materials and home improvements stores catering to consumers and contractors with products such as ceramic tile, plumbing and lighting fixtures, flooring, and so forth. This is a market niche that is not driven so much by local population, but by Rancho Cordova's accessibility to the larger market area via Highway 50, Sunrise Boulevard, and other major arterials that connect the city to other surrounding areas. For regional retail-oriented goods not available locally, Rancho Cordova is at this time served by a number of existing regional retail destinations, as discussed below.

Competitive Regional Retail Destinations Outside Rancho Cordova. Competitive regional shopping destinations closest to Rancho Cordova can be grouped into Folsom, Citrus Heights, and Elk Grove as general regional shopping destinations. In addition, there is a node of retail activity in Sacramento County, at El Camino and Watt Avenue that has some regional retail attraction. Various existing centers within these areas are listed in Table 3, and mapped in Figure 3. With the exception of the Sunrise Mall in Citrus Heights, none of the other centers listed on the table rise to the level of regional shopping center on their own, but because there are large nodes of shopping activity in these areas, Rancho Cordova residents who are not able to find comparable shopping closer to home are likely to go to these locations for some of their shopping. In the future, as Rancho Cordova develops a greater array of shopping choices within the City, residents will tend to shop more within the City, reserving their travel to these other areas only for specialized, less frequent purchases.

Elk Grove. In Elk Grove, the major existing centers around Highway 99 and Laguna Boulevard. The largest center in this area is Laguna Crossroads. It is confusing in its lay-out, but has a large, diverse collection of stores including home improvement, fashion, home decorating, groceries, books, restaurants and supporting retail. Elk Grove offers many other relatively new shopping centers with a strong mix of national and local tenants. For the most part, none of the existing tenants would be considered major regional draws; however, for South Sacramento County residents seeking a place to shop for a wide range of goods not available in their own community, Elk Grove is filling a vacuum.

Citrus Heights. The second competitive area is the Citrus Heights area, particularly the shopping node at the corner of Sunrise Boulevard and Greenback Lane formed by the Sunrise Mall and the Marketplace at Birdcage center. The Sunrise Mall is the closest true regional mall to Rancho Cordova. The larger area is also promoted as the Sunrise Marketplace. Sunrise Mall is a conventional enclosed, single-storey mall, but it is very large, with over 800,000 square feet of gross leasable area, and almost 100 in-line stores in addition to the three department store anchors. The Marketplace at Birdcage is relatively small, but it provides a very pleasant shopping experience, with small streets, courtyards and outdoor café seating. Anchors include Borders, Michael's, Cost Plus and Linens & Things. There is also a Target Greatland on the adjacent site. These centers are approximately three miles on city streets from the American River, which is the nearest border of the Planning Area.

Folsom. The emerging powerhouse of regional retail in the immediate area is Folsom. The recently completed Broadstone Mall and the Folsom Gateway which is currently under construction are both large, convenient and offer a broad range of big box and other stores. They are within a couple of blocks of one another and I-50, less than three highway miles from the nearest border of the planning area. In addition to a comprehensive selection of the usual anchors and stores, they offer a Babies R Us, REI and Sam's Club. This area is under extensive construction, and at least one other shopping center is being built across East Bidwell Street. In addition to this new complex, the older Folsom Premium Outlets, located at Folsom Blvd. and Iron Point Road is competitive. The Folsom Premium Outlets is a very appealing center, with

two small "streets" running through it, sidewalks and benches, making it a comfortable place to shop and stroll. The collection of 80 outlet stores includes restaurants, high-end fashion, shoes, home decorating and others. The combination of the two newer centers with the more unique offerings at the outlet center make Folsom a very well-served area in terms of retail.

Other Sacramento County. Outside of Citrus Heights, there are numerous other shopping destinations in Sacramento County that could have some regional shopping attraction for Rancho Cordova residents who are not afforded similar shopping closer to home. Of these, the closest to Rancho Cordova outside of Citrus Heights is the shopping node centering at El Camino and Watt Avenues. Country Club Plaza Mall and Country Club Center are the two major shopping centers. Country Club Plaza Mall is anchored by a Macy's and a Gottschalks department store. County Club Center's anchor tenants are Wal-Mart and Sam's Club.

There are additional rings of regional centers, including the Arden Fair Mall area and Downtown Plaza in the City of Sacramento, the Natomas Marketplace on Truxel Road and the numerous retail centers in Roseville and Rocklin. For reference, Arden Fair Mall and Downtown Plaza are shown in Figure 3. There is also the large concentration of retail located on or near Florin Road, to the east and west of Highway 99. For the last several years, this area has functioned primarily as community-serving retail due to the closure of anchor stores at the Florin Mall site. For the purposes of this analysis, the Florin Road area is not considered a functioning regional retail center at this time.

Planned and Proposed Competitive Retail Facilities

As part of this analysis, it is necessary to have an understanding of how retail developments in other areas outside of Rancho Cordova may affect the City's own retail plans. As discussed above, we do not expect that neighborhood and community retail developments in other areas outside of Rancho Cordova will have a great long-term effect on demand for similar shopping facilities within Rancho Cordova, once Rancho Cordova provides a full range of shopping community and neighborhood retail facilities within its own borders, due to the limited trade areas these types of facilities serve. On the other hand, true regional retail facilities outside of Rancho Cordova would well compete with similar centers located inside Rancho Cordova. There are several such major retail developments planned within the competitive trade area including new regional centers in Folsom and Elk Grove, and a major revitalization of the Florin Mall property. These projects are listed in Table 4, and mapped in Figure 4. The most significant projects in terms of competition with Rancho Cordova are the Palladio Mall in Folsom and the Elk Grove Promenade. Both of these projects were originally proposed and approved as traditional regional malls with department store anchors. More recently they have been redesigned in line with the current trend towards open-air lifestyle centers. According to the Folsom Planning Department, the Palladio Mall will include approximately 700,000 square feet of retail area, and will have two major department store anchors in its first phase. The second phase will add a third department store anchor. The Elk Grove Promenade application is incomplete at this time, but is expected to have a retail floor area that is similar to that of a traditional regional mall. The original Lent Ranch Marketplace mall was approved at approximately 1.3 million square feet, including three to four major department store anchors.

The result of adding these two major regional retail destinations to the South Sacramento County trade area in addition to the existing malls located in the central part of the County at Sunrise, Arden Fair, and Downtown Plaza, is to surround Rancho Cordova with a series of major regional specialty centers. At least in the near to mid-term, these developments should satisfy the South Sacramento County area demand for regional mall-type shopping, foreclosing the opportunity for Rancho Cordova to develop a similar type of facility. Longer-term, as Rancho Cordova's reaches buildout and a population of approximately 300,000 people, the City itself may be large enough to support its own regional mall; however it will be challenging for Rancho Cordova to develop a facility that will be complementary to the Folsom Palladio Mall, which will be relatively close and will certainly share the same trade area. At the same time, major changes in the retail industry can be expected between the present time and Rancho Cordova's anticipated residential buildout, in approximately 2050, thus, new opportunities are likely to emerge in the future. The City of Rancho Cordova should attempt to allow for flexibility in its land use plans and policies, to be able to accommodate these types of unforeseen opportunities as they arise in the future.

Rancho Cordova's Primary Retail Trade Area

A primary retail trade area is defined as the area from which a store or group of stores will draw the majority of its shoppers. The extent of a trade area must be defined based on numerous factors, including population density, presence of physical barriers such as waterways and freeways, and the locations of existing competitive retail centers.

Convenience Retail

Based on the nature of retail and the locations of existing centers, in Rancho Cordova and outside of Rancho Cordova, we in the long-term, the City of Rancho Cordova should be able to capture an amount of retail demand for neighborhood and convenience retail that is equal to the amount of retail demand associated with its anticipated local household population. This is after considering that there are certain existing retail facilities that will pull residents who live near the City's borders to shop outside of the City, simply because they are more conveniently located than existing or new centers that might be placed in Rancho Cordova. Likewise, some existing or future Rancho Cordova centers will likely capture some demand from residents outside of the City because they are more convenient to balance this out.

Regional Retail

We believe that for most types of retail, other than autos and some specialty retail segments, such as high end fashion, furniture, jewelry, and electronics, what has traditionally been considered regional retail will be marketed within trade areas that are similar to community retail trade areas. This trend is already evident with the saturation of discount general merchandisers to the point where there is roughly one such store for every mid-sized (i.e., 50,000 to 60,000 people). Thus, for most retail goods, we believe that Rancho Cordova will increasingly command a status as its own regional trade area as its population increases to approximately 300,000 people at ultimate buildout of the Rancho Cordova Planning Area. Although there will be some leakage to nearby stores in adjacent communities, Rancho Cordova

will also gain some market support from underserved parts of Amador County that can access Rancho Cordova's south end via Highway 16. If Rancho Cordova executes a solid retail expansion strategy as its population grows, its residents should only have to travel outside of the City for limited shopping needs. This presumes that Rancho Cordova will also annex adjacent parts of the Planning Area as residential development occurs. Thus, based on the existing and planned retail facilities in the area, regional access, and ultimately planning area growth potential, we believe that the primary trade area for Rancho Cordova regional retail in the future will approximate the boundaries of the Rancho Cordova Planning Area.

Table 1: Existing Grocery-Anchored Neighborhood Centers in Rancho Cordova Area

Within Rancho Cordova City Limits

Map Location	Project Name and Location	City	Approx. GLA	Anchors
A	**Bradville Square** Bradshaw Rd & Old Placerville	Rancho Cordova	94000	Ralph's
B	**Cordova Village** Folsom Blvd & Aramon Dr	Rancho Cordova	200000	Wal-Mart, Safeway
C	**Raley Center** Folsom Blvd & Coloma Rd	Rancho Cordova	190000	Raleys, Staples
D	**Food Source** 3457 Bradshaw Rd	Rancho Cordova	80000	N/A

Outside Rancho Cordova City Limits

Map Location	Project Name and Location	City	Center GLA	Anchors
E	**Prairie City Crossing** 1870 Prairie City Road	Folsom	100-250k sq ft	Safeway
F	**Gold River Town Center** 11201 Gold Express Drive	Gold River	180000	Bel Air, Rite Aid, Outback Steakhouse, Starbucks
G	**College Green Shopping Center** 8353 Folsom Blvd	Sacramento	255000	Raleys
H	**Rosemont Plaza** 9161 Kiefer Blvd	Rosemont	240000	Albertsons, Rite Aid

Source: BAE, 2005.

Figure 1: Neighborhood Shopping Centers
in Rancho Cordova Area

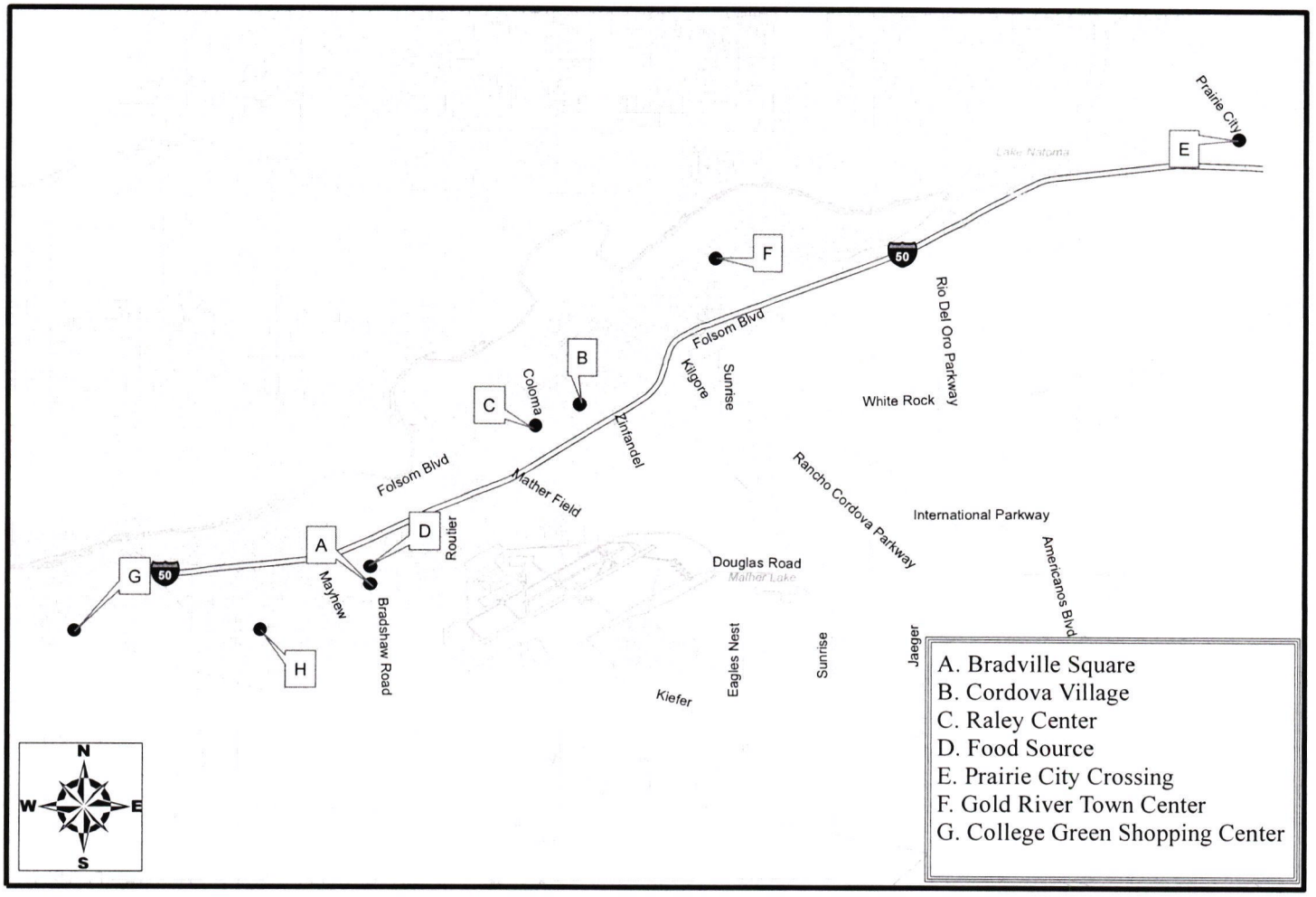


Table 2: Existing Community Centers in Rancho Cordova Area

Within Rancho Cordova City Limits

Map Location	Project Name andLocation	City	Center GLA	Anchors
A	**Rancho Cordova Town Center/ Zinfandel Square** Folsom Blvd, Zinfandel Dr, Olson Dr.	Rancho Cordova	est. 700,000+	Target, Big 5, Mervyns, Lyons, Ross
B	**Cordova Village** Folsom Blvd & Zinfandel Dr	Rancho Cordova	200000	Wal-Mart, Safeway
C	**Home Depot** 2756 Sunrise Blvd	Rancho Cordova	Single Store	N/A

Outside Rancho Cordova City Limits

Map Location	Project Name andLocation	City	Center GLA	Anchors
D	**Costco** 11260 White Rock Rd	Rancho Cordova	Single Store	N/A
E	**Madison Mall** Madison Ave & Hazel Ave	Fair Oaks	250-400k sq ft	Raleys, PetCo, TJ Maxx, Kragen Auto Parts

Source: BAE, 2005.

Figure 2: Community Shopping Centers
in Rancho Cordova Area

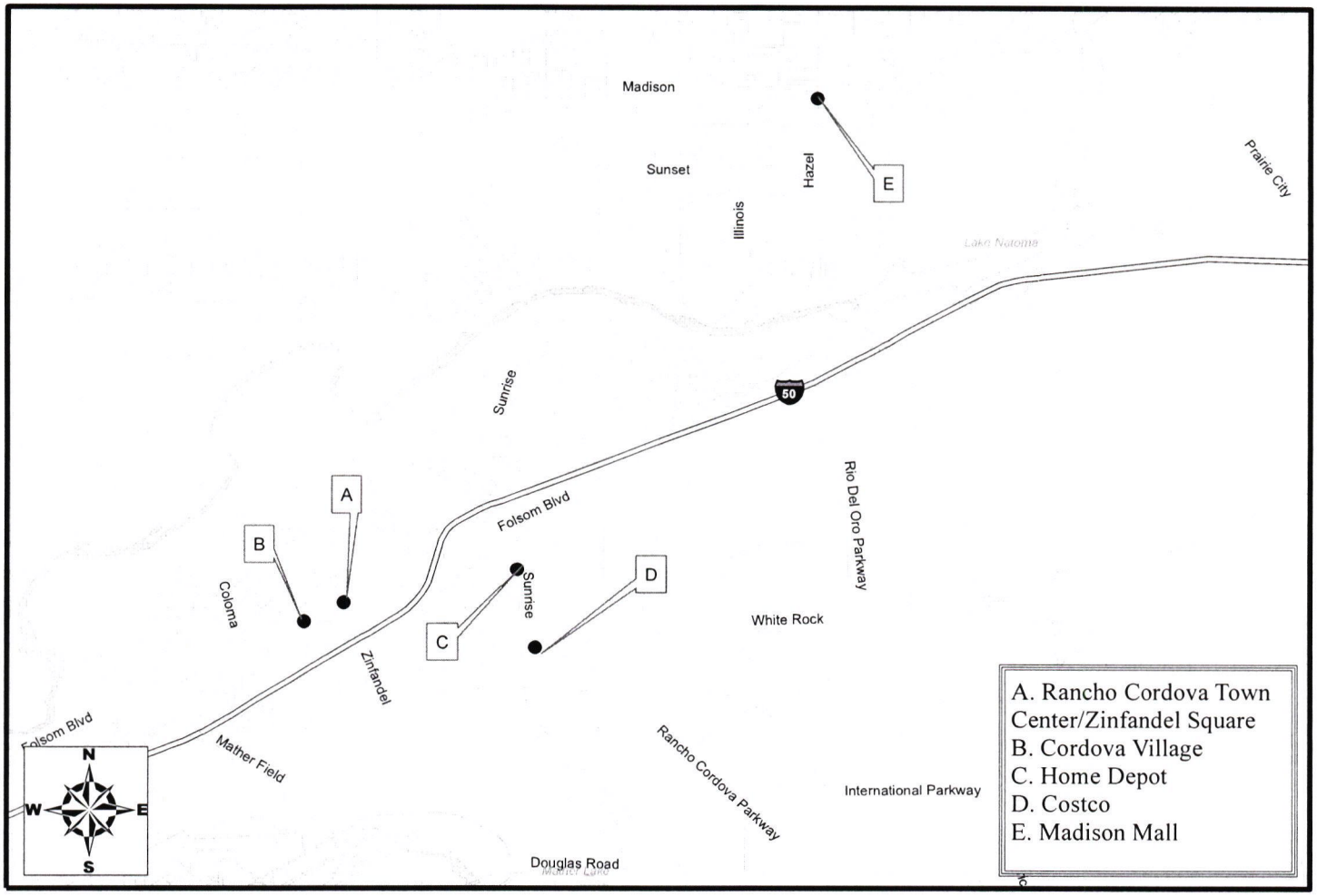


Table 3: Existing Regional Shopping Destinations and Major Shopping Centers

Citrus Heights Area

Map Location	Project Name and Location	City	Center Type	Center GLA	Anchors
A	**Sunrise Mall** 6041 Sunrise Blvd	Citrus Heights	Regional	>800k sq ft	Sears, Macys, JC Penny
B	**Marketplace at Birdcage** Greenback Lane & Sunrise Blvd	Citrus Heights	Community	250-400k sq ft	Barnes and Noble, Best Buy, Michaels, Cost Plus

Folsom Area

Map Location	Project Name and Location	City	Center Type	Center GLA	Anchors
C	**Broadstone Plaza** 2759 East Bidwell Rd	Folsom	Community	>400k sq ft	Marshall's, Linens and Things, Michaels, Borders, PetCo
D	**Folsom Premium Outlets** Folsom Blvd & Iron Point Rd	Folsom	Regional - Specialty	250-400k sq ft	Off 5th, Gap, Liz Claiborne, Casual Corner
E	**Wal-Mart Central Shopping Center** Riley St & Glenn Dr	Folsom	Community	250-400k sq ft	Wal-Mart

Elk Grove Area

Map Location	Project Name and Location	City	Center Type	Center GLA	Anchors
F	**Laguna Crossroads Center** Laguna Blvd & Bruceville Rd	Elk Grove	Community	>400k sq ft	Target, Albertsons, Borders, PetCo, OSH

Sacramento County, Outside Citrus Heights

Map Location	Project Name and Location	City	Center Type	Center GLA	Anchors
G	**Country Club Center** El Camino Ave & Watt Ave	Sacramento	Community	>400k sq ft	Wal-Mart, Office Depot, Sam's Club
H	**Country Club Plaza Mall** 2310 Watt Ave	Sacramento	Community*	>400k sq ft	Macys, Gottschalk's, Sports Chalet

*Note: Although Country Club Plaza has two department store anchors, because is less than 500,000 square feet, it is not considered a true regional shopping center.

Source: BAE, 2005.

Figure 3: Existing Regional Shopping Areas

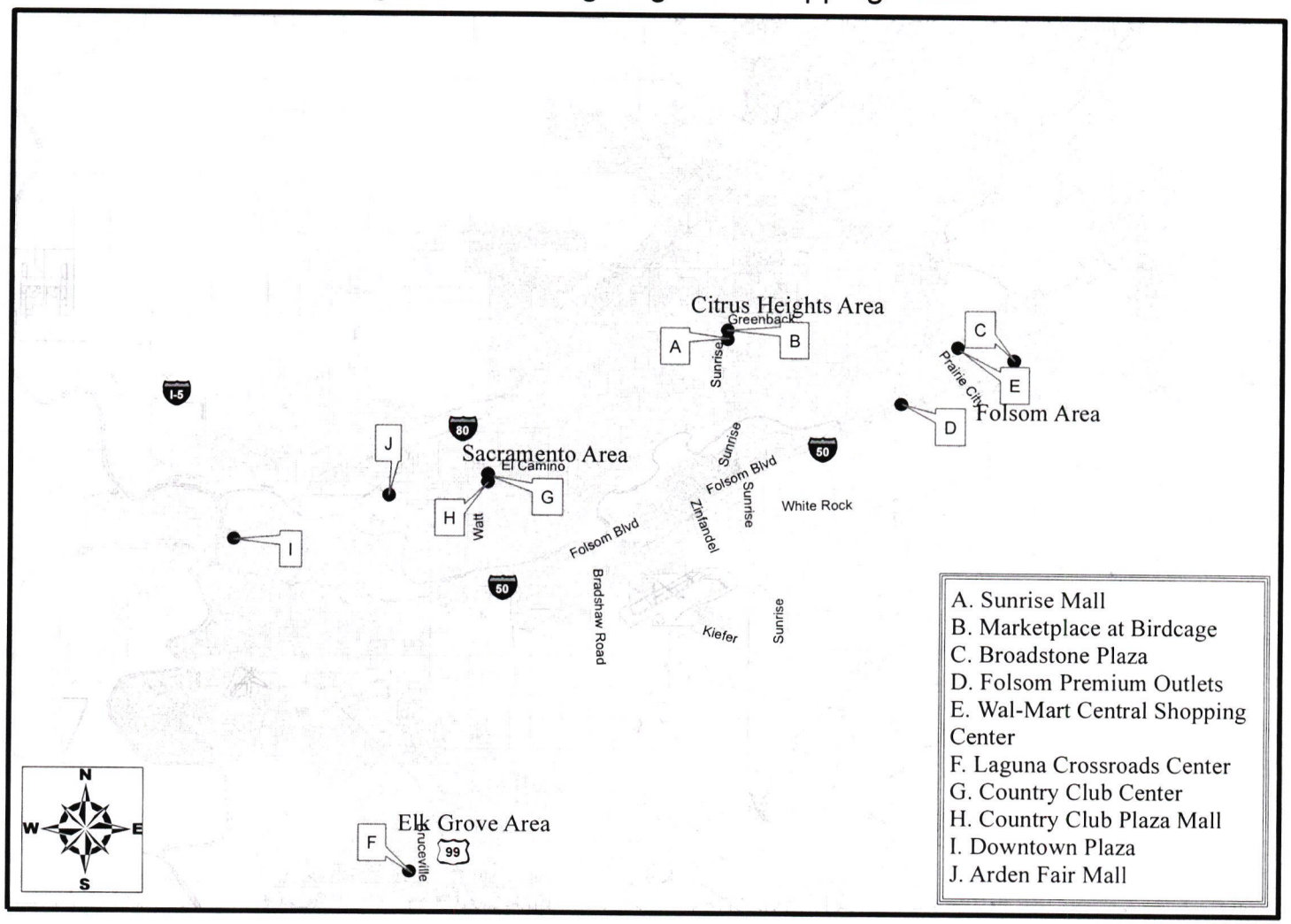
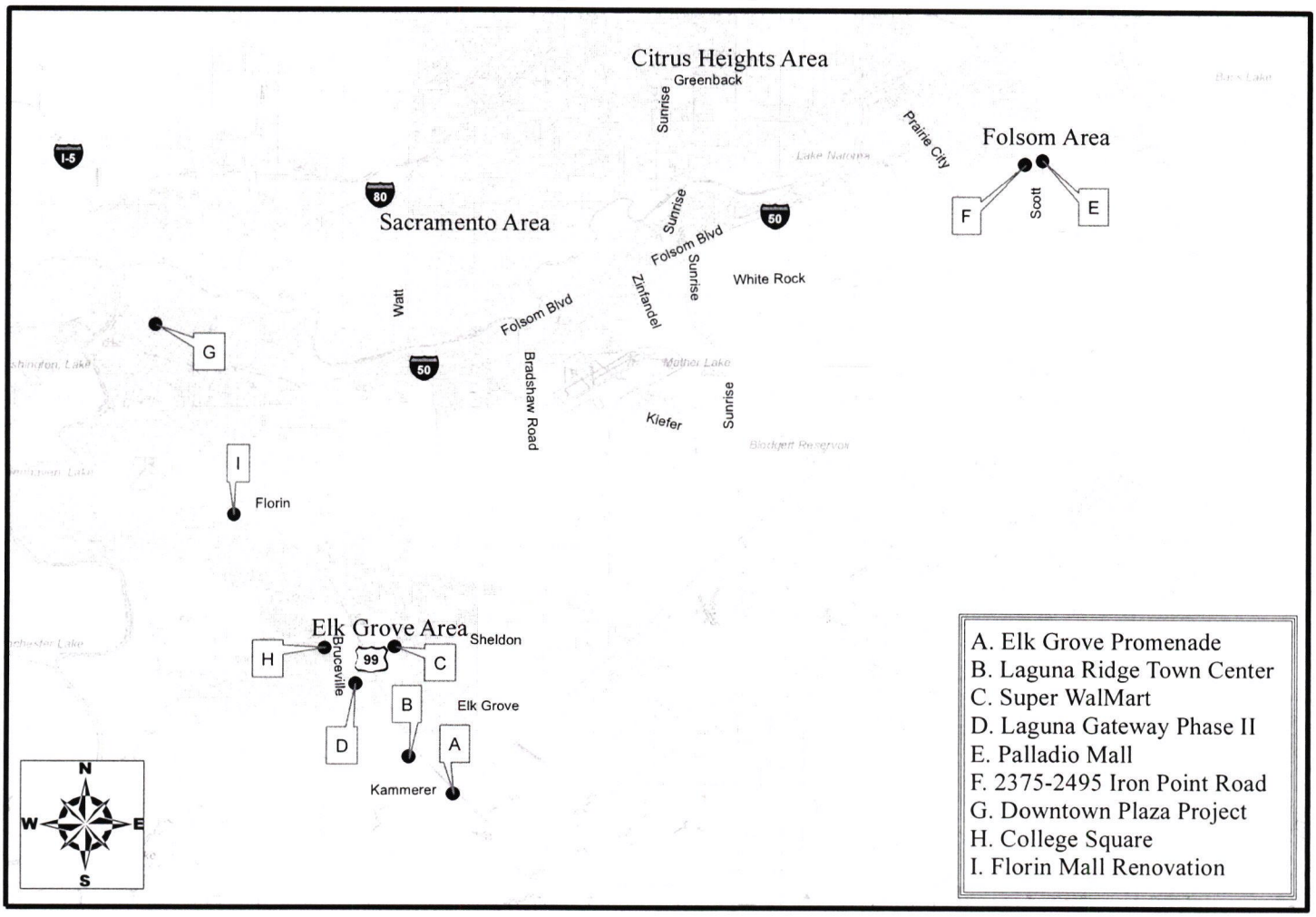


Table 4: Major Planned and Proposed Retail Projects in the Rancho Cordova Area

Map Location	Project Name and Location	Description	Status and Estimated Opening Date	GLA	Comments
Elk Grove					
A	**Elk Grove Promenade** West Stockton Boulevard and Grantline Rd.	Lifestyle Center With bulk of an enclosed mall	Application Incomplete	1.3 million sf (mall) + 1.8 million sf (other retail) 3.1 million sf total	This is the Lent Ranch Marketplace project. The application is currently incomplete, with the developer working to get revisions and additions completed sometime this month. Anchor tenants are currently unknown
B	**Laguna Ridge Town Center** Laguna Ridge Specific Plan Area	Upscale Town Center	City is currently working on design guidelines	60-acre site	The City envisions this as a higher end lifestyle center
C	**Super Wal-Mart** NE Corner Sheldon Road and Power Inn Road	n/a	Application being processed	240,000	Seeking a Conditional Use Permit
D	**Laguna Gateway Phase II** Laguna Boulevard and Hwy 99	Power Center	Under Construction	n/a	Waiting on more information from the City. Adjacent to Laguna Gateway Phase I
Folsom					
E	**Palladio Mall** Broadstone Parkway East Bidwell and Iron Point Road	Open air	Preliminary site	710,000	Former Broadstone Mall site. Will include a Kaiser Hospital, as well as an open air mall. Tenants include a 16-plex theater and 2 major dept stores. There will be a second phase in the future, including a third dept store, a high end hotel and high density residential. This will bring GLA to 850,000 square feet.
F	**2375-2495 Iron Point Road**	8 building commercial center	Permit Approved 2002; Phase 1 almost complete	255,795	Anchor tenants include Sam's Club, REI and Best Buy
City of Sacramento					
G	**Downtown Plaza Project** 4th and J Street	Rehab and expansion of existing open air mall and theater	Application being processed	Approx. 1 million total sf	Looking to replace existing theaters with specialty shops, and build new theaters. Also, replace existing 150,000 sf building with a new anchor tenant.
H	**College Square** Cosumnes River Boulevard and Bruceville Road		Under Construction	270,000	Anchor tenants include supermarket, drugstore and jr. department store.
I	**Florin Mall Renovation** Florin Road and Highway 99	Redevelopment of existing mall.	n. avail.	n. avail.	According to news reports, this would be anchored by a Super Wal-Mart and would include other stores in an open-air format.

Source: BAE, 2005.

Figure 4: Planned & Proposed
Major Retail Projects



Estimated Local Retail Demand

This section of the memo presents an analysis of the potential retail demand associated with Rancho Cordova's current population as well as its projected population growth. This is a multi-step process, as described below.

Existing and Projected Rancho Cordova Planning Area Households

A key assumption in the process of projecting local retail demand is the number and type of households that will be present to generate retail demand at a given point in time. For the purposes of this analysis, the City of Rancho Cordova has produced estimates of housing absorption over the 2005 to 2035 planning period, as well as an estimate of the ultimate count of housing units within the Planning Area at buildout. For planning purposes, these projections are broken out according to whether the expected units are single-family detached units or other types of attached or multifamily units. Particularly in the next five to ten years, planning staff have attempted to fine-tune the projections to synchronize with their estimation of the amount of development that will be possible given constraints on near-term infrastructure availability. For projections extending into the future, it is assumed that the City will be able to phase in infrastructure improvements in order to support the projected residential development, although these plans may not be established at this time. The upper section of Table 5 summarizes the residential unit projections through 2035 and buildout.

Estimated Average Retail Demand Per Household

An estimate of the amount of retail spending associated with each household is necessary as the next first step in understanding the potential retail demand within the Planning Area at a given point in time. For this exercise, BAE obtained an estimate of retail demand per household for Sacramento County, from Claritas, Inc., a well-regarded demographic data vendor. According to Claritas, the average retail demand for Sacramento County households in 2005 was $28,749 per year this represents the average of all household types, so it is necessary to estimate the expenditure rates for households in single-family detached units and for all other residential unit types.

In order to adapt this information for use along with the residential unit projections, BAE then analyzed household income data from the U.S. Census, and household expenditures data from the U.S. Bureau of Labor Statistics, to develop estimates of the average retail spending per household for households living in single-family detached homes and all other types of housing units, benchmarking to the overall county average figure. BAE estimates that, on average, households in single-family detached units spend $32,484 per year on retail purchases and households in all other types of housing units spend $21,386 per year. Applying these assumptions to 2005 counts of occupied housing units in Sacramento County results in a total retail expenditure figure that is within two percent of the total estimated by Claritas, Inc.; thus, we feel that this is a reasonable representation of current spending patterns.

For planning purposes, these figures can be applied to counts of existing and projected housing units in order to estimate total household retail demand associated with the population in the

Planning Area at a given point in time. Note that we are using figures for Sacramento County as an indicator for the expenditure patterns of Planning Area households in the future. As shown in Table 5, for 2005, we estimate the retail demand at about $1.2 billion per year within the Rancho Cordova Planning Area, increasing to about $3.6 billion by buildout.

Estimated Total Potential Retail Square Footage

Total potential retail demand can also be expressed in terms of retail square footage, as well as in dollar terms. To establish an initial estimate of the total amount of retail space that could be supported within the Planning Area, it is necessary to establish an assumption regarding the productivity of retail space in capturing retail sales. Upon review of data from the Urban Land Institute, the National Research Bureau, and other sources, BAE and Leland Consulting adopted an estimate of $350 per square foot for annual sales in retail space. This assumes that the retail facilities would perform at a relatively high level of productivity, based on the fact that the City of Rancho Cordova is attempting to optimize its local retail environment by providing appropriate types of centers in appropriate locations, and creating the types of synergies between retail, residential, and other non-residential uses that will generate solid performance. Based on this assumption, we estimate that existing Planning Area demand can support about 3.4 million square feet at present, and that this will increase to about 10.4 million by buildout.

Furthermore, we have estimated the additional market support associated with demand for "retail" services, and selected entertainment and recreation activities. This includes tenants such as personal services, movie theaters, and gymnasiums that are commonly found in shopping centers. Based on an analysis of the amount of employment in California found in various employment sectors, we estimate that on average, shopping center space will have 86 percent retail tenants and 14 percent services, entertainment, and recreation. Appendix A contains a summary of the employment data analyzed.

Distribution of Retail Expenditures by Shopping Center Type

To provide guidance on not only the quantity of retail space that Rancho Cordova should provide to serve the community in the future, it is necessary to make an estimate of the allocation of retail expenditures to different types of shopping centers. To do this, BAE utilized additional information furnished by Claritas, Inc. to determine the allocation of Sacramento County expenditures among different types of stores, as reported by Claritas. Then, in collaboration with Leland Consulting, we allocated those store types to different types of shopping centers, based on the nature of the goods provided. Appendix B summarizes the allocation process which started with the Claritas expenditures by store type. The next step was to estimate the percentage of sales in each store type that occurs in different types of centers. Next, using data from the Urban Land Institute, we estimated the square footage that would be associated with the different store types within each type of center. This provided the basis to determine the percentage of total retail square footage in each type of center. As shown in the table, we estimate that approximately 25 percent of retail space demanded is in neighborhood shopping centers, 22 percent in community shopping centers, 32.2 percent is in regional shopping centers, and approximately 1.3 percent is in specialty centers after excluding auto sales.

We then use these percentage figures to allocate the total retail square feet demanded, from the upper part of Table 5. Thus, we estimate that the total non-auto related square feet demanded in the Planning Area at present is 3.2 million square feet, increasing to 9.7 million square feet by buildout. However, we do not necessarily expect Rancho Cordova to capture 100 percent of the potential expenditures of the Planning Area population. As discussed earlier in the memo, there are a number of existing and planned and proposed regional retail centers that include Rancho Cordova in their trade areas, including Sunrise Mall, the Folsom Premium Outlets, and the planned lifestyle centers at Florin Mall, the Palladio at Broadstone in Folsom, and the Lent Ranch Marketplace in Elk Grove. Based on the anticipated availability of various high-end specialty and fashion-oriented retail in these centers, our analysis allows for a net of 15 percent of the Planning Area's demand for regional and specialty retail goods to leak out of the area. Based on these assumptions, we estimate the locally capturable demand for Rancho Cordova at approximately 3.0 million square feet in 2005, increasing to 9.1 million at buildout, as shown at the bottom of Table 5.

The estimated allocation of this space is approximately one-third neighborhood oriented shopping center space and approximately two-thirds community, regional, and specialty shopping center space. BAE cross-checked this allocation with the retail space inventory tracked by the CB Richard Ellis commercial real estate brokerage for the Sacramento region and found that this allocation is consistent with their data for third quarter of 2005 (CBRE Sacramento Retail Market Overview 3Q 2005).

Conclusions

In the future, Rancho Cordova can reduce expenditure leakage and expand its local retail sales tax base by providing a range of neighborhood and community serving retail facilities, conveniently located throughout the City, to address the everyday shopping needs of its existing and future residents.

According to our projections, the total Planning Area Retail demand for retail space will expand from approximately 3.0 million square feet of space in 2006 to approximately 4.5 million square feet by 2035, and 9.2 million square feet at buildout.

Due to the location of existing competitive centers, most of this new retail development should be located south of Folsom Boulevard, where retail is currently lacking, and where planned residential growth will generate substantial increases in retail demand in the coming years. Due to the functional obsolescence of a number of the smaller strip retail centers along Folsom Boulevard, there will likely be opportunities to reconfigure and/or redevelop existing properties to better serve local demand.

Additionally, in the destination retail category, a number of store types are under-represented in Rancho Cordova, including the following examples:

- Electronics (Best Buy, Circuit City, Good Guys)

- Home decor (Bed Bath & Beyond, Linens & Things)
- Crafts & art (Michaels, Aaron Brothers)
- Clothing (Old Navy, The Limited, Oshkosh B'gosh)
- Children's stores (Toys R Us, Babies R Us)
- Beauty & spa (Bath & Body Works)
- Big-box home improvement (Lowe's)

In order to get retail injection (i.e., capturing expenditures from residents outside of the City), the City would need to take a more aggressive approach and offer something truly compelling that is not available in the surrounding area. Possibilities include:

- Traditional tenants in the true regional retail category which are not already represented in the south Sacramento County market area. The City of Rancho Cordova, and the market area south of Highway 50 in general, currently lack fashion-oriented department stores (Dillard's, Nordstrom, and Macy's) as well as other high-end and specialty retail such as Crate and Barrel, Urban Outfitters, and Williams Sonoma. At this point, it appears that Elk Grove's planned Lent Ranch Promenade and the planned Palladio at Broadstone development in Folsom would have the advantage in attracting such tenants development in the near to mid-term; however, the City of Rancho Cordova should examine more closely whether there is an opportunity to capture some of this market in the long-term. As the Planning Area approaches buildout and the population reaches 300,000, this area may over the long-term be capable of supporting a shopping center that includes some of the smaller specialty and fashion-oriented retailers in particular, if not the large department stores. The Pavilions shopping center in Sacramento may serve as one example of such a non-anchored specialty retail center that can develop a regional draw. This may suggest that the City should reserve some land for such a center, ensuring that it is located in an area with ready access to its trade area population base. In particular, if the City is to try to attract a non-anchored specialty center, it must pay close attention to developing synergetic energies via its placement and integration with other activity nodes that can help to reinforce the center's attraction for shoppers coming from outside the City.

- New auto dealers are also absent from Rancho Cordova, although there are existing concentrations nearby in Folsom, Elk Grove, and Florin Road in South Sacramento. It will be difficult for the City of Rancho Cordova to attract dealers to relocate from these established auto sales nodes and there are likely a limited number of auto "nameplates" that could be added to this market area without running into covenants against competition with existing nearby dealers who have the same nameplates. Still, this may be a long-term opportunity that the City should keep in mind. Like the regional shopping centers, it will be key for the City to identify a site that has outstanding regional access in order to attract such users.

- Emerging "mega-box" stores that are "super-regional" draws, such as Fry's Electronics (currently only in the Sacramento region at Northgate Blvd. and I-80) or RC Willey, a Utah-based big-box retailer that sells appliances, electronics, furniture, sleep products and

flooring and is rolling out plans for stores in the Sacramento area at this time. IKEA is another example of such a tenant; however, other than the planned opening of its new store in West Sacramento, IKEA has not announced plans for additional Sacramento Area stores. At the same time, when IKEA planned to enter the Bay Area market in the late 1990s, it was characterized as either a one-store or two-store market. At this point, with stores in Emeryville and East Palo Alto, IKEA is rumored to be planning at least one additional Bay Area store. Thus, the City of Rancho Cordova should constantly re-evaluate these types of opportunities.

- A shopping and entertainment center that could function as a regional destination due to a unique design and/or combination of shopping and other activities that would draw people as "visitors" as much as shoppers. Almost all the shopping centers in and around Rancho Cordova currently are old-fashioned strip malls, enclosed malls or outdoor power centers, with the sole exceptions being Marketplace at Birdcage and the Folsom Premium Outlets, which are closer in style to lifestyle centers. A center that is designed as an attraction unto itself as well as providing a full range of shopping, dining, and entertainment options could be successful in attracting not only Rancho Cordova residents, but also residents of adjacent communities. The City of Rancho Cordova should be alert for any sign that developers are rolling out centers that may require a smaller trade area than a traditional regional mall, but which still offer certain high end specialty retailers as an anchor draw to bring shoppers in from adjacent communities.

- Finally, the City should build upon its existing strength as a regional draw for home improvement and specialty building materials. This sector currently contributes a substantial portion of the City's retail sales tax revenues and it represents a critical mass of merchants who effectively draw shoppers from throughout the Sacramento region. The City should attempt to leverage this both as a way to attract other similar stores and attract more people interested in these types of purchases, and also should seek opportunities to use this regional exposure to attract shoppers to the City's other retail facilities.

Table 5: Summary of Potential Local Retail Demand

Projected Planning Area Residential Growth	2006	2007	2008	2009	2010	2015	2020	2025	2030	2035	Buildout
Single Family Detached Units	23,484	24,522	25,951	27,622	29,523	30,814	32,380	32,380	33,571	34,369	73,508
All Other Units	21,997	22,813	23,969	26,236	29,564	31,331	33,226	34,296	35,111	35,409	65,393
Projected Planning Area Retail Demand (a)											
Single Family Detached Units	$747,581,694	$780,626,234	$826,120,493	$879,334,866	$939,826,855	$980,942,257	$1,030,788,252	$1,030,788,252	$1,068,702,024	$1,094,103,490	$2,340,068,608
All Other Units	$446,907,768	$463,484,874	$486,973,273	$533,019,368	$600,645,324	$636,539,023	$675,048,076	$696,778,038	$713,341,736	$719,398,920	$1,328,561,801
Total Retail Demand	**$1,194,489,462**	**$1,244,111,108**	**$1,313,093,766**	**$1,412,354,234**	**$1,540,472,179**	**$1,617,481,280**	**$1,705,836,328**	**$1,727,566,291**	**$1,782,043,760**	**$1,813,502,410**	**$3,668,630,409**
Estimated Square Feet of Retail Space Demanded (b)	3,412,827	3,554,603	3,751,696	4,035,298	4,401,349	4,621,375	4,873,818	4,935,904	5,091,554	5,181,435	10,481,801
Estimated Additional Square Feet for "Retail" Services (c)	548,643	571,435	603,119	648,711	707,557	742,928	783,511	793,491	818,514	832,963	1,685,045
Estimated Total Shopping Retail Sq. Ft. Demanded	**3,961,470**	**4,126,038**	**4,354,816**	**4,684,009**	**5,108,906**	**5,364,303**	**5,657,329**	**5,729,395**	**5,910,067**	**6,014,398**	**12,166,846**
Shopping Center Space Allocation by Type (d)											
Neighborhood/Local Convenience Centers	999,030	1,040,532	1,098,227	1,181,245	1,288,398	1,352,806	1,426,703	1,444,877	1,490,440	1,516,751	3,068,317
Community Centers	861,366	897,149	946,894	1,018,472	1,110,860	1,166,393	1,230,107	1,245,777	1,285,062	1,307,747	2,645,511
Regional Centers	1,273,890	1,326,811	1,400,379	1,506,237	1,642,872	1,725,000	1,819,228	1,842,402	1,900,501	1,934,051	3,912,494
Specialty Centers (excluding Autos)	52,685	54,873	57,916	62,294	67,945	71,341	75,238	76,197	78,600	79,987	161,810
Total Non-Auto Square Feet Demanded	**3,186,972**	**3,319,365**	**3,503,415**	**3,768,248**	**4,110,075**	**4,315,540**	**4,551,277**	**4,609,253**	**4,754,603**	**4,838,536**	**9,788,132**
Estimated Local Capture Potential (e)											
Neighborhood/Local Convenience Centers	999,030	1,040,532	1,098,227	1,181,245	1,288,398	1,352,806	1,426,703	1,444,877	1,490,440	1,516,751	3,068,317
Community Centers	861,366	897,149	946,894	1,018,472	1,110,860	1,166,393	1,230,107	1,245,777	1,285,062	1,307,747	2,645,511
Regional Centers	1,082,807	1,127,789	1,190,322	1,280,302	1,396,441	1,466,250	1,546,344	1,566,042	1,615,426	1,643,943	3,325,620
Specialty Centers (excluding Autos)	44,782	46,642	49,228	52,950	57,753	60,640	63,953	64,767	66,810	67,989	137,539
Total Non-Auto Square Feet Captured	**2,987,985**	**3,112,113**	**3,284,671**	**3,532,969**	**3,853,452**	**4,046,089**	**4,267,107**	**4,321,464**	**4,457,738**	**4,536,431**	**9,176,987**

Notes:

(a) Retail demand assumptions:

Average single-family detached demand per housing unit	$32,484
Average attached multifamily unit demand per housing unit	$21,386
Average single-family vacancy rate	2.0%
Average single-family vacancy rate	5.0%

(b) Retail space productivity assumption (annual sales) $350 per sq. ft.

(c) Includes personal services, entertainment/recreation, and similar uses. Excludes financial institutions. Retail represents approximately 86% of shopping center space.

(d) Shopping center demand allocations:

Neighborhood Centers	25.2%
Community Centers	21.7%
Regional Centers	32.2%
Specialty Centers (excluding Auto sales)	1.3%

(e) Shopping center demand capture assumptions:

Neighborhood Centers	100%
Community Centers	100%
Regional Centers	85%
Specialty Centers (excluding Auto sales)	85%

Sources: City of Rancho Cordova Planning; Claritas, Inc.; U.S. Census, 2000; Urban Land Institute; Leland Consulting; BAE.

Appendix A: California Employment All Retail Sectors (Retail vs. "Retail Services")

NAICS	Category	Annual Employment	
4413	Automotive Parts, Accessories, and Tire Stores	1,386,411	
442	Furniture and Home Furnishings Stores	1,713,703	
443	Electronics and Appliance Stores	1,533,290	
444	Building Material and Garden Equipment and Supplies Dealers	3,483,490	
445	Food and Beverage Stores	7,138,330	
446	Health and Personal Care Stores	2,838,801	
447	Gasoline Stations	1,098,670	
448	Clothing and Clothing Accessories Stores	3,128,372	
451	Sporting Goods, Hobby, Book, and Music Stores	1,240,304	
452	General Merchandise Stores	4,416,784	
453	Miscellaneous Store Retailers	1,610,878	
722110	Full-Service Restaurants	6,818,101	
722211	Limited-Service Restaurants	4,316,601	
722212	Cafeterias	181,117	
722213	Snack and Nonalcoholic Beverage Bars	644,194	
7224	Drinking Places (Alcoholic Beverages)	357,319	
TOTAL RETAIL CATEGORIES (excluding Auto Sales)		**41,906,365**	
611620	Sports and Recreation Instruction	130,513	
611691	Exam Preparation and Tutoring	149,325	
611692	Automobile Driving Schools	31,642	
811430	Footwear and Leather Goods Repair	6,442	
8121	Personal Care Services	784,821	
812310	Coin-Operated Laundries and Drycleaners	87,451	
812320	Drycleaning and Laundry Services (except Coin-Operated)	306,862	
812922	One-Hour Photofinishing	23,135	
713120	Amusement Arcades	44,778	
713940	Fitness and Recreational Sports Centers	802,137	
713950	Bowling Centers	81,700	
5312	Offices of Real Estate Agents and Brokers	2,168,780	
532220	Formal Wear and Costume Rental	32,606	
532230	Video Tape and Disc Rental	285,731	
53229	Other Consumer Goods Rental	274,590	
532292	Recreational Goods Rental	25,650	
621320	Offices of Optometrists	325,200	
624410	Child Day Care Services	1,175,467	
TOTAL "RETAIL SERVICES" CATEGORIES		6,736,830	
Retail		**41,906,365**	**86%**
"Retail Services"		**6,736,830**	**14%**
TOTAL		**48,643,195**	**100%**

Source: County Business Patterns, 2003.

Appendix B: Retail Expenditure Potential Distribution - Sacramento County 2005

Store Type	Total Demand $1000s	% of Total	Median sales/sf	Adjusted Median sales/sf (a)	Neighborhood Centers % of Cat.	Neighborhood Centers est. $	Neighborhood Centers est. Sq. Ft. (1000s)	Community Centers % of Cat.	Community Centers est. $	Community Centers est. Sq. Ft. (1000s)	Regional Centers % of Cat.	Regional Centers est. $	Regional Centers est. Sq. Ft. (1000s)	Specialty Centers % of Cat.	Specialty Centers est. $	Specialty Centers est. Sq. Ft. (1000s)
Automotive Part and Acsry	139,329	0.95%	$ 219.72	$ 264.08	0%	$ -	0	100%	$ 139,329	528	0%	$ -	-	0%	$ -	-
Convenience Stores	154,661	1.06%	$ 238.34	$ 286.46	100%	$ 154,661	540	0%	$ -	-	0%	$ -	-	0%	$ -	-
Drinking Places	89,964	0.61%	$ 238.34	$ 286.46	25%	$ 22,491	79	75%	$ 67,473	236	0%	$ -	-	0%	$ -	-
Fast Food Restaurants	789,171	5.39%	$ 373.63	$ 449.06	50%	$ 394,586	879	25%	$ 197,293	439	25%	$ 197,293	439	0%	$ -	-
Florists	22,441	0.15%	$ 174.40	$ 209.61	50%	$ 11,221	54	50%	$ 11,221	54	0%	$ -	-	0%	$ -	-
Gas Stations w/Conv Strs	784,056	5.35%	$ 1,301.77	$ 1,564.59	50%	$ 392,028	251	50%	$ 392,028	251	0%	$ -	-	0%	$ -	-
Gas Stations w/o Conv Strs	323,004	2.20%	$ 1,301.77	$ 1,564.59	50%	$ 161,502	103	50%	$ 161,502	103	0%	$ -	-	0%	$ -	-
Grocery Stores	3,052,832	20.84%	$ 390.25	$ 469.04	75%	$ 2,289,624	4,882	25%	$ 763,208	1,627	0%	$ -	-	0%	$ -	-
Office Supplies, Stationery	31,546	0.22%	$ 207.42	$ 249.30	25%	$ 7,887	32	50%	$ 15,773	63	25%	$ 7,887	32	0%	$ -	-
Auto Dealers	2,864,502	19.55%	n.applic.	n.applic.	0%	$ -	0	0%	$ -	-	0%	$ -	-	100%	$ 2,864,502	-
Camera/Photo Supply	12,831	0.09%	$ 343.89	$ 413.32	0%	$ -	0	25%	$ 3,208	8	75%	$ 9,623	23	0%	$ -	-
Computer and Software	100,504	0.69%	$ 535.92	$ 644.12	0%	$ -	0	25%	$ 25,126	39	75%	$ 75,378	117	0%	$ -	-
General Merch Stores	2,133,345	14.56%	$ 324.87	$ 390.46	0%	$ -	0	0%	$ -	-	100%	$ 2,133,345	5,464	0%	$ -	-
Furniture Stores	337,954	2.31%	$ 224.68	$ 270.04	0%	$ -	0	25%	$ 84,489	313	75%	$ 253,466	939	0%	$ -	-
Household Appliance Stores	85,269	0.58%	$ 238.34	$ 286.46	0%	$ -	0	25%	$ 21,317	74	75%	$ 63,952	223	0%	$ -	-
Jewelry Stores	159,594	1.09%	$ 445.74	$ 535.73	0%	$ -	0	25%	$ 39,899	74	75%	$ 119,696	223	0%	$ -	-
Luggage and Leather Goods	12,432	0.08%	$ 139.83	$ 168.06	0%	$ -	0	0%	$ -	-	100%	$ 12,432	74	0%	$ -	-
Other Home Furnishings	236,514	1.61%	$ 211.62	$ 254.35	0%	$ -	0	25%	$ 59,129	232	75%	$ 177,386	697	0%	$ -	-
Radio/TV/Other Electronics	190,326	1.30%	$ 224.29	$ 269.57	0%	$ -	0	25%	$ 47,582	177	75%	$ 142,745	530	0%	$ -	-
Full Service Restaurants	1,043,756	7.12%	$ 301.85	$ 362.79	25%	$ 260,939	719	50%	$ 521,878	1,439	25%	$ 260,939	719	0%	$ -	-
Bldg Matl and Garden Equip Dealers	389,711	2.66%	$ 417.80	$ 502.15	0%	$ -	0	25%	$ 97,428	194	25%	$ 97,428	194	50%	$ 194,856	388
Clothing Stores	1,005,606	6.86%	$ 243.02	$ 292.08	0%	$ -	0	25%	$ 251,402	861	75%	$ 754,205	2,582	0%	$ -	-
Clothing Acsry Stores	16,134	0.11%	$ 181.48	$ 218.12	0%	$ -	0	25%	$ 4,034	18	75%	$ 12,101	55	0%	$ -	-
Shoe Stores	129,969	0.89%	$ 174.83	$ 210.13	0%	$ -	0	25%	$ 32,492	155	75%	$ 97,477	464	0%	$ -	-
Gift, Novelty, and Souvenir Stores	92,378	0.63%	$ 136.85	$ 164.48	0%	$ -	0	25%	$ 23,095	140	75%	$ 69,284	421	0%	$ -	-
Sporting Goods, Hobby, Book & Music	453,767	3.10%	$ 190.17	$ 228.56	0%	$ -	0	50%	$ 226,884	993	50%	$ 226,884	993	0%	$ -	-
TOTALS	**14,651,696**	**100.00%**				**$ 3,694,938**	7,537		**$ 3,185,785**	8,017		**$ 4,711,516**	14,190		**$ 3,059,358**	388
Percent of Total, Excluding Autos						**25.2%**			**21.7%**			**32.2%**			**1.3%** (excl. autos)	

Notes:

(a) Median sales/s.f. column is based on U.C. Community Shopping Centers. Overall median sales in centers in the west is: 120% of overall median sales for centers in the U.S.
Adjusted median column is increased by the same amount to account for higher productivity of Western U.S. centers.

Sources: Urban Land Institute, Dollars and Cents of Shopping Centers 2004; Claritas, 2005; BAE.

bae

MEMORANDUM

Date: December 13, 2005

To: Paul Junker, City of Rancho Cordova
cc: Pam Johns, City of Rancho Cordova

From: Matt Kowta, Principal

Re: Rancho Cordova Office Market and Demand Projections

Introduction

This memorandum discusses Rancho Cordova office real estate market conditions and projects the amount of office space needed in Rancho Cordova to serve local and regional needs over the 2005 to 2035 time period.

In order to study office supply and demand in Rancho Cordova and the surrounding areas, Bay Area Economics used research from CB Richard Ellis (CBRE) and Colliers International on the Sacramento area office market. Information for the office market conditions in the City of Rancho Cordova itself is from BAE's own field research and from interviews with local brokers with experience in leasing Rancho Cordova office space. Finally, BAE prepared projections of the quantity of office space demanded in Rancho Cordova between 2005 and 2035 using baseline employment projections for the area and the region furnished by SACOG, and then constructing several different demand scenarios.

Sacramento Regional Office Market Overview

The total leasable office floor area for the Sacramento market is 45.2 million square feet as of third quarter 2005 according to CB Richard Ellis[1]. This market includes Sacramento and the surrounding areas from Natomas to Rocklin, through Folsom to Rancho Cordova and Elk Grove.

Regional Sub-Markets

CB Richard Ellis divides the Sacramento region into the following sub-markets for office space:

- Downtown
- Midtown
- West Sacramento
- South Sacramento
- East Sacramento

[1] CB Richard Ellis "MarketView: Sacramento Office", Third Quarter 2005.

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- Elk Grove
- Campus Commons
- Point West
- Howe/Fulton
- Watt Avenue
- Highway 50 Corridor
- Carmichael/Fair Oaks
- South Natomas
- Northgate/Natomas
- Citrus Heights/Orangevale
- Roseville/Rocklin
- Folsom

CB Richard Ellis' map of these sub-areas is not readily replicable; however, the sub-area boundaries generally conform community areas they are named after. In the case of Rancho Cordova, it is included in a larger sub-area called the Highway 50 Corridor. The sub-market called "Highway 50 Corridor" extends from Watt Avenue to Hazel Avenue, with the American River as its northern border, then following Highway 50 at approximately Alder Creek. The southern border is Grant Line Road, cutting across approximately at Calvine Road. See http://gkc2.cbrichardellis.com/GlobalMarketReports/us/sacramento3q05ofc.pdf for the specific boundaries drawn by CBRE.

Table 1 shows the amount of leasable area by sub-market. Of the 45.2 million square foot regional total, 10.7 million square feet - or 24 percent - is in the Highway 50 Corridor which is largely comprised of Rancho Cordova. The other large office sub-markets are Downtown Sacramento (23 percent) and Roseville/Rocklin (11 percent). All the other sub-areas have less than ten percent market share. CB Richard Ellis' map shows that the Highway 50 Corridor and Roseville/Rocklin are also the two largest sub-markets in terms of land-area. Downtown Sacramento is quite small in land area by comparison.

Table 1: Sacramento Region Office Sub-Market Characteristics (3rd Qtr. 05)

Submarket	Net rentable area (millions of sq ft)	Vacancy rate	YTD net absorption (sq. ft.)	Class A rates ($/sq. ft.)
Downtown	10.0	13%	87,100	$2.85
Midtown	1.8	14%	22,900	n/a
West Sacramento	0.9	22%	53,400	n/a
South Sacramento	1.4	13%	4,000	n/a
East Sacramento	0.3	7%	0	n/a
Howe / Fulton	1.6	10%	22,000	n/a
Northgate / Natomas	2.2	26%	119,900	n/a
Watt Avenue	1.3	7%	34,300	n/a
Highway 50 Corridor	10.7	13%	221,400	$2.00
Carmichael / Fair Oaks	0.3	5%	-2,500	n/a
Citrus Heights / Orangevale	1.1	9%	-13,500	n/a
Point West	1.2	7%	29,400	$2.50
Campus Commons	1.6	8%	-60	n/a
Folsom	2.1	13%	78,200	$2.05
Elk Grove	0.4	17%	25,400	$2.40
Roseville / Rocklin	4.8	11%	409,100	$2.40
South Natomas	2.5	14%	50,200	$2.10
Market Total	**45.2**	**13%**	**1,141,300**	**$2.33**

Note:
Only existing single and multi-tenant office properties over 10,000 square feet, excluding government-owned buildings and medical buildings, are included in this survey.

Source: CB Richard Ellis, 2005.

Regional Vacancy Rates and Lease Rates

CBRE also provides historic data on Sacramento regional office vacancy rates and rental rates over the last five years. Vacancies climbed fairly steadily from 2001 through 2004. From approximately six percent in 2001, the vacancy rate climbed to a peak in third quarter 2004 of 14 percent, and then began to decline. By third quarter 2005, it was 12.7 percent. By comparison, the national average for metropolitan areas was 14.4 percent in the third quarter 2005, according to CBRE. During this time, average office lease rates in the region remained in a fairly narrow range between $1.65 per square foot per month and about $1.70. Rates were at or near their lowest for the period in fourth quarter 2003, and then have trended upward to $1.71 as of third quarter 2005, as vacancy rates have declined slightly from their 2004 peaks.

Regional Office Absorption Trends

According to Colliers international, since 2000, office space absorption in the Sacramento area has averaged just over 240,000 square feet per quarter[2], or just under one million square feet per year. By comparison, CBRE indicates that absorption in the first three quarters of 2005 was 1.2 million square feet[3], with 1.5 million square feet forecast for the entire year. Construction is expected to deliver 1.3 million square feet by the end of 2005. Thus, absorption is expected to outpace delivery for 2005, resulting in a decreased vacancy rate.

According to brokers, the regional office market followed the technology boom and bust: improving through the late 1990s, and then dropping after 2000. Another factor is California's competitiveness in the national and global market. It was mentioned that businesses have been lost to Tennessee, South Carolina and India because those areas are more business-friendly and have lower costs. Recently, increased confidence from businesses and investors has led to a new expansion in the local area.

Table 1 includes a summary of pricing, vacancies and absorption in Sacramento's sub-markets for the third quarter of 2005. These will be discussed in more detail below.

Rancho Cordova Office Market Conditions and Trends

As previously mentioned, the Highway 50 Corridor had 10.7 million square feet of rentable area as of third quarter 2005, according to CBRE. According to brokers, most of Rancho Cordova's office space is "Class B," meaning that although it is generally good quality and functional, it does not include the high level of amenities of "signature" buildings that might be desirable for headquarters locations or other high end office users. The vacancy rate for the Highway 50 Corridor is quoted as 13 percent in the CBRE report, and the vacancy rate for the Sacramento region as a whole is also 13 percent. Local brokers gave a range of vacancy rates for Rancho Cordova, depending on the specific part of the City and each real estate company's analysis. However, everyone agreed that the vacancy rate is dropping this year for the first time since 2000. According to brokers, there are three parts to the recovery. Firstly, the health industry has been flourishing: companies such as Health-Net, Kaiser and Mercy all have space in the

[2] Colliers International, "Sacramento Office Quarterly Report" Second Quarter 2005

[3] CB Richard Ellis

Highway 50 Corridor. Second, the State of California has been increasing its office space. Third, the title, mortgage and bank industries have been doing well. Barring large increases in interest rates, it is expected that this growth will continue.

Of the 10.7 million square feet in the Highway 50 Corridor, 7.1 million square feet falls in the Capital Center/Prospect Park area which runs from Sunrise Boulevard to Zinfandel, and from International Boulevard to the highway. This area is almost entirely devoted to large floorplate, regional offices. Buildings range from one to six stories, with a number of large, new, Class A buildings in the northern section, particularly along Prospect Park Drive and Gold Center Drive. The office buildings along Sunrise Boulevard and in Gold River are more varied, typically one or two stories, and are more likely to have small, professional offices.

Rancho Cordova's year-to-date absorption was given by brokers as 141,000 square feet, compared with 1,141,000 for the whole region. According to brokers, there is little office space under construction in Rancho Cordova. However, data from Colliers International says that 1.2 million square feet of office space is proposed for the Highway 50 Corridor. By comparison, there is 2.5 million square feet proposed in Roseville/Rocklin, 0.9 million square feet in Folsom, and 0.9 million square feet in Natomas/Northgate.

Cost-wise, Rancho Cordova's rates are the lowest in the immediate area. Brokers gave Rancho Cordova's rates as $1.85 (going up to almost $2.00) for Class A, $1.55 for Class B and $1.35 for Class C space. This in part reflects the high vacancy rate, but it is also an advantage which draws the low-cost operations of large businesses. It is not expected that Rancho Cordova rents will increase substantially through 2006, because vacancies are still too high.

Rancho Cordova Competitiveness for Future Demand

Over the General Plan time horizon and beyond, Rancho Cordova's office sector will compete within the Sacramento area office market for certain types of tenants, based on its own unique assets and the location criteria of office users. For certain types of users, competition from surrounding areas will be less of an issue, as described below.

Regional Office Tenants

A regional tenant is a company which services an entire region, and is not constrained by the location of its clients when choosing an office location. Examples of this might include State government offices, back office operations of national or international corporations, or even smaller companies who provide specialized services to a client base scattered throughout the Sacramento region and beyond. In principle, a regional tenant could locate anywhere within the metropolitan area, consequently Rancho Cordova's competitive area for office space includes the entire Sacramento area. Rancho Cordova's success in capturing a share of this regional office demand will depend on the locational requirements of specific tenants and Rancho Cordova's unique set of assets.

Currently, the large floorplate offices that Rancho Cordova offers differentiate it, so that it appeals to large companies setting up support operations with many employees, often fairly

low-paid. For this kind of office, competitive areas are considered to be South Natomas and West Sacramento and occasionally, Point West (the area around and to the west of Arden Fair Mall) and Natomas/Northgate along I-80 from Interstate 5 to the east. These are relatively small markets, together adding up to less rentable area than contained in the Highway 50 Corridor by itself. Elk Grove is not considered to be competitive today, since it serves a different market. However, as it adds housing and retail over the next few years, it may become a greater draw for office developers.

The next two largest office sub-markets after the Highway 50 Corridor are Downtown Sacramento and Roseville/Rocklin. These areas serve different markets than Rancho Cordova. Downtown is a draw for large law firms, CPA firms and other organizations that need to be close to the Capitol. It is unappealing for large corporations establishing regional offices because of the high cost, lack of parking and inaccessibility to people coming from the surrounding suburbs. Roseville/Rocklin is attractive to high-end sales offices, and typically has smaller offices, with an average tenant using 5,000 to 10,000 square feet. Roseville/Rocklin also has higher prices, and has an advantage over Rancho Cordova in that it offers high-end housing and retail. It is worth noting that of the 1.48 million square feet that was under construction in the Sacramento area at the end of the third quarter, 0.74 million square feet – approximately half of it – was in Roseville/Rocklin. It also had the highest absorption – 409,000 square feet – of any of the sub-markets.

Historically, Rancho Cordova has been the premier suburban office market in the Sacramento region. It is still considered very desirable, supported by the residential areas of Fair Oaks, El Dorado Hills, Folsom and Gold River. Rancho Cordova's main office tenants have been the back-office operations of large national and international companies. Another major tenant is the State of California.

The advantages that Rancho Cordova offers for these companies are:

- low prices
- ample free parking
- availability of large floorplate office buildings
- traffic on Highway 50 is less congested than Interstate 80
- light-rail

However, there are also detractors that have resulted in a high vacancy rate in Rancho Cordova, and that are slowing absorption and making new construction unappealing. Over the last five years, the technology recession has decreased occupancy in Rancho Cordova. More recently, over the last 18 months, the State of California has been vacating approximately 450,000 square feet of space as it consolidates staff in a new site off Bradshaw Road. Although the new site is in Rancho Cordova, it is not counted in the vacancy rate, since it is off the market. Generally, the State requirements for space vary over time as they alternate between adding employees and consolidating.

Rancho Cordova's detractors include:

- lack of housing, particularly move-up and executive housing
- lack of amenities, both restaurant and retail
- future congestion due to lack of through-routes from the southern section of the City
- aging office buildings
- lack of shuttles from light-rail
- temporary difficulty obtaining construction permits due to backlogs at City Hall

The primary detractor that was cited repeatedly by brokers, was a lack of amenities in the main office area. The Capital Center/Prospect Park area, including the area from International Drive to Highway 50 and from Sunrise Boulevard to Zinfandel Drive, has 7.1 million square feet of office space within a half mile radius. Estimating four employees per thousand square feet, that implies 28,000 people with limited options to eat lunch. Many large employers have provided cafeterias, but employees need an alternative, and driving to a distant restaurant takes more time than is available. There is a strong need and a large market for a range of restaurants and coffee shops within walking distance of the offices in this area.

A close second to the need for restaurants, is the need for housing and retail. The ability to live near the office is an advantage. In addition, the decision-makers for a company often choose to locate the office near where they live. Thus there is a need for all types of housing, to accommodate a workforce earning $8 to $9/hour, through mid-range to upper-level housing for management.

Retail is needed to support both residents and workers. Existing retail is perceived as unappealing due to the age and condition of the shopping centers. In addition, retail is concentrated on Folsom Boulevard and Sunrise Boulevard, with little in the Capital Center/Prospect Park area.

Advantages in the area of new housing, retail and restaurants are generally cited as the reasons for the significant office space construction and absorption in the Roseville/Rocklin areas. Although Laguna/Elk Grove has had a rapidly growing residential base for many years, a lack of appealing retail and restaurants has until recently been cited as a detractor to its competitiveness for regional office space. As that area's retail reaches critical mass, it can be expected to become more competitive. In addition, the Roseville/Rocklin area has newer, more attractive office buildings than Rancho Cordova. According to brokers, some of the office buildings in Rancho Cordova are 25 years old, and in need of remodeling or even redevelopment.

Desirable configurations are mostly business parks with attractively designed, large floorplate buildings. Among the existing Rancho Cordova office supply, the lowest vacancy rates are in the high-end buildings with five or six storeys, even though these have higher prices. Typically these buildings have 25,000 square foot floorplates with two or three tenants per floor. Larger users prefer two- or three-storey buildings with floorplates of 30,000 to 50,000 square feet.

According to brokers, Rancho Cordova has an advantage right now in that the sale prices of its office buildings are low, so there is a strong upside. There are many sites with single-storey buildings on large lots, which are ideal for redevelopment into multi-storey buildings – including restaurant and retail - with higher lot coverage.

Traffic was cited as a potential concern as housing increases in the south. Light rail is seen as a potential advantage, but there is currently no system for employees to get from the light rail to their offices. This needs to be put in place in order for light rail to be useful and for Rancho Cordova office developments to fully capitalize on this transportation amenity.

Local Office Tenants

A local tenant is a company or individual which serves primarily local clients, and which therefore prefers to locate close to its customers. Examples could be doctors, lawyers, accountants or mortgage brokers. For these types of tenants competitiveness vis-à-vis other locations within the region is less of an issue, but the City must still strive to plan for an adequate supply of functional local-serving office space that is conveniently located within the City. At this time, there is relatively little local-serving office space evident in Rancho Cordova, and what does exist is generally north of Folsom Boulevard. The lack of housing and retail in the southern parts of the City means that there is no synergy to attract office development at this time: there are relatively few residents needing these local services, and few opportunities for these offices to co-locate with retail. There is no incentive for businesses serving the population in adjacent communities, particularly those to the north, to locate in Rancho Cordova, since there is a perception that traffic on Highway 50 and Sunrise Boulevard would make such offices inaccessible to their customers.

Access is critical for these offices to be successful. The congestion caused by the small number of routes across the American River – Sunrise Boulevard, Watt Avenue and Howe Avenue - means that a successful office will be on the same side of the river as the clients it serves. As the population increases south of Folsom Boulevard, this congestion could become an advantage for local companies in the south part of town, since it will effectively discourage their local clients from using competitors across the river.

Currently, the competitive areas for local offices are Campus Commons, near the densely residential areas surrounding Watt Avenue and Howe Avenue, Gold River, or Folsom. As Rancho Cordova's residential population base grows in the areas south of the existing parts of the City, demand for local offices will follow. At present, brokers estimate that 80 percent of the office space in this area is designed for large corporate users. The City will need to encourage buildings with a smaller floorplate – 18,000 square feet to an outside maximum of 25,000 – with two to six floors. Professional tenants typically require 1,500 to 3,000 square foot spaces, so spaces must be easily divisible into relatively small blocks.

Opportunities to Enhance Competitiveness In the Future

It is expected that as Rancho Cordova adds residential and retail, the demand for all office types will increase. In order to become more attractive for regional offices, the City needs to:

- add a range of housing, from the very affordable to the high end
- add retail, particularly restaurant and coffee shop, within walking distance of the Capital Center/Prospect Park office employees
- renovate existing City retail
- facilitate renovation and redevelopment of older buildings by keeping the permitting process and fees streamlined
- add shuttles from the light rail

It is expected that the primary market for Rancho Cordova regional office space will continue to be Fortune 500 companies looking for large, low-cost spaces with ample parking.

However, over time, a different type of space is likely to evolve. As decision makers move into Rancho Cordova, and the residential component becomes attractive, the demand for different office types will increase. These could include regional Sales offices, which are typically high-end, and smaller: 2,000 to 5,000 square feet. Another addition as the residential market evolves will be offices for local tenants such as professionals. These are also smaller spaces, with a range of prices depending on the tenant type. The timeline for these two markets to develop will depend on the retail and housing schedule.

Key considerations for the more locally oriented professional offices are
- population location: the demand for these offices will track the addition of housing
- access: congestion could either keep clients in or out, depending on where the office is relative to the residential population
- development of appropriate space once demand emerges

Projected Office Demand 2005 to 2035

In order to provide Rancho Cordova with planning estimates for long-term office demand, BAE compiled SACOG employment projections for the area and focused on the two employment categories that are most relevant to office space – Office and Medical. SACOG's employment projections extend from 2005 through 2025, and are broken out at the Transportation Analysis Zone (TAZ) level. BAE mapped the TAZs and identified those TAZs that most closely correspond to the Rancho Cordova Planning area, including them for the purposes of this analysis. These TAZs are listed in Appendix A.

Projected Employment Growth 2005 to 2025

As shown at the top of Table 2, SACOG projects that the Rancho Cordova TAZs will add approximately 16,600 new office-related jobs in the 2005 to 2025 time frame. This represents about 13.4 percent of the anticipated SACOG regional growth in these same sectors.

Projected Growth in Office Space Demand 2005 to 2035

In order to convert employment projections to demand for office space, it is necessary to establish assumptions regarding the average employment density, or the average square feet of office space per employee. For the purposes of this exercise, we have chosen an industry standard figure of 250 square feet for office space. For medical space, we have assumed 600

square feet per employee, also a typical figure for medical offices.

In addition to the employment density assumptions, there are other assumptions that can influence the estimates of future office demand. Because of the long-time frame involved, we considered three different scenarios for Rancho Cordova's future growth in office demand. The results follow:

Scenario 1: SACOG Baseline Projection. In this projection, we made a direct translation of SACOG's employment projections for the Rancho Cordova Planning Area TAZs to office space. As shown in Table 2, the combination of assumptions yields an estimate of 7.3 million additional square feet of office space between 2005 and 2035 within the Rancho Cordova Planning Area. This averages out to approximately 245,000 square feet of new space per year.

Scenario 2: 2005 Share of Region Remains Constant. For this scenario, we assumed that the Rancho Cordova Planning Area would maintain its 2005 share of the region's Office and Medical sector employment throughout the 2005 to 2035 time period. As shown in the table, due to the differential growth rates of medical and office employment, the City's combined share of these sectors would actually decline slightly over the time period under this scenario. Nevertheless, the area would add 8.6 million square feet of space for the period, or an average of 287,000 square feet per year. For the period, this is about 17 percent more than under the baseline scenario.

Scenario 3: Constant 1990 to 2005 Growth Rate. The third scenario assumes that Rancho Cordova would maintain the same average annual growth rate for the planning period as it did from 1990 to 2005. This yields the lowest of the three projections, at 6.9 million for the period, or about 232,000 square feet per year, on average.

Conclusion

Rancho Cordova has good prospects for increased office growth in the coming years. The three different office demand projection scenarios suggest that it is likely that Rancho Cordova will experience an increase in demand over what the area experienced over the last 15 years, as the constant 1990 to 2005 growth rate estimated the lowest demand for the 2005 to 2035 time period, while the two other scenarios represent between 5 and 24 percent increases from the average annual growth that would occur if the 1990 to 2005 trend continued. The qualitative assessment of Rancho Cordova's competitive position supports the idea that Rancho Cordova stands to improve its ability to capture regional office market share over time.

The planned development of the City of Rancho Cordova as a community with a balance of land uses, combining substantial new employee housing opportunities along with expanding non-residential sectors appears to be a key ingredient for Rancho Cordova's future success in attracting new regional office tenants. Additionally, Rancho Cordova's location along the growing Highway 50 corridor, including access to both the freeway and regional light rail transit will continue to be strong attractors for office users. If Rancho Cordova is able to allocate sufficient land to accommodate anticipated office growth, this can help to control

increases in cost, which is currently one of Rancho Cordova's advantages for attracting large corporate users within the regional marketplace. Adding additional daytime amenities for office workers, such as convenience retail, restaurants and more substantial shopping opportunities for after work will also be key. Regional office space will be most viable in locations with ready transportation access, including Highway 50 and other major transportation routes that can give local office employees ready access to residence locations to the north and south of Rancho Cordova.

Furthermore, Rancho Cordova's substantial residential growth will create an expanding demand for local professional offices oriented to serving the local population. Most local office demand will tend to locate in different types of places than the regional office development. It will be important to place these offices in locations that will be convenient to new residential areas developing in the southern part of the City. This will include medical/dental type uses as well as other types of locally oriented professionals, such as small legal offices, CPAs, and others. Furthermore, downtown type locations that are accessible from the City's residential neighborhoods but also convenient to major transportation routes, other complimentary office users, and to various support retail and services will be attractive to locally-based professional offices such as engineers, architects, graphic artists, and others who may generally consider locations in the southern part of Sacramento County. Key to attracting these types of users will be to develop a community that boasts competitive residential amenities, including schools, parks, shopping, and cultural and entertainment opportunities for employees and business owners who will want to live near their work and place an emphasis on overall quality of life in their location decision-making process.

Table 2: Rancho Cordova Planning Area Office Employment and Building Space Projections

Projected Employees

Rancho Cordova TAZs	2005	2010	2015	2020	2025	2005 to 2025 Change
Office	57,371	61,710	64,242	66,508	71,221	13,850
Medical	4,055	4,887	5,581	6,106	6,792	2,737
Subtotal Office	***63,431***	***68,607***	***71,838***	***74,634***	***80,038***	**16,607**
Pct. Of Sacramento/Placer/El Dorado Counties	*16.4%*	*15.8%*	*15.7%*	*15.4%*	*15.6%*	*13.4%*
Sacramento, Placer, Yolo, El Dorado Counties						
Office	327,623	359,572	378,813	399,863	420,470	92,847
Medical	60,329	73,487	78,940	85,080	91,273	30,944
Subtotal Office	***387,952***	***433,060***	***457,753***	***484,942***	***511,743***	**123,791**

Projected Building Square Feet (a)

Sacramento, Placer, Yolo, El Dorado Counties	2005	2010	2015	2020	2025	2030 (b)	2035 (b)
Office	81,905,656	89,893,059	94,703,296	99,965,654	105,117,501	111,883,312	119,084,599
Medical	36,197,473	44,092,396	47,363,890	51,047,903	54,763,703	60,736,036	67,359,690
Subtotal Office	***118,103,129***	***133,985,455***	***142,067,186***	***151,013,557***	***159,881,204***	***172,619,348***	***186,444,289***

Rancho Cordova Planning Area									Average
Scenario 1: SACOG Baseline	2005	2010	2015	2020	2025	2030	2035	2005-2035 Change	Annual
Office	14,342,750	15,427,500	16,060,500	16,627,000	17,805,250	18,794,336	19,838,366	5,495,616	Growth
Medical	2,433,000	2,932,200	3,348,600	3,663,600	4,075,200	4,181,665	4,290,912	1,857,912	
Subtotal Office	***16,775,750***	***18,359,700***	***19,409,100***	***20,290,600***	***21,880,450***	***22,976,001***	***24,129,278***	**7,353,528**	
Incremental Office Growth		***1,583,950***	***1,049,400***	***881,500***	***1,589,850***	***1,095,551***	***1,153,277***		*245,118*
Pct. Of Sacramento/Placer/El Dorado Counties	*14.2%*	*13.7%*	*13.7%*	*13.4%*	*13.7%*	*13.3%*	*12.9%*		
Scenario 2: 2005 Share of Region Remains Constant									
Office	14,342,750	15,741,449	16,583,784	17,505,292	18,407,447	19,592,229	20,853,268	6,510,518	
Medical	2,433,000	2,963,654	3,183,547	3,431,166	3,680,922	4,082,351	4,527,557	2,094,557	
Subtotal Office	***16,775,750***	***18,705,103***	***19,767,331***	***20,936,458***	***22,088,370***	***23,674,580***	***25,380,826***	**8,605,076**	
Incremental Office Growth		***1,929,353***	***1,062,228***	***1,169,127***	***1,151,912***	***1,586,210***	***1,706,246***		*286,836*
Pct. Of Sacramento/Placer/El Dorado Counties	*14.2%*	*14.0%*	*13.9%*	*13.9%*	*13.8%*	*13.7%*	*13.6%*		
Scenario 3: Constant 1990-2005 Growth Rate (c)									
Office	14,342,750	15,207,840	16,125,108	17,097,702	18,128,958	19,222,414	20,381,823	6,039,073	
Medical	2,433,000	2,565,154	2,704,487	2,851,388	3,006,268	3,169,561	3,341,723	908,723	
Subtotal Office	***16,775,750***	***17,772,994***	***18,829,595***	***19,949,089***	***21,135,225***	***22,391,975***	***23,723,547***	**6,947,797**	
Incremental Office Growth		***997,244***	***1,056,601***	***1,119,494***	***1,186,136***	***1,256,750***	***1,331,572***		*231,593*
Pct. Of Sacramento/Placer/El Dorado Counties	*14.2%*	*13.3%*	*13.3%*	*13.2%*	*13.2%*	*13.0%*	*12.7%*		

Notes:

(a) Assumed Employment Densities

Office	250 sq. ft. per employee
Medical	600 sq. ft. per employee

(b) In each projection series, the 2030 and 2035 figures represent a continuation of the growth rate projected over the 2005 to 2025 time period.

(c) Rancho Cordova 1990 - 2005 Annual Average Growth Rates (SACOG RAD #12 for Rancho Cordova)

	1990	2005	
Office Employment	18,243	43,916	6.0%
Medical Employment	825	1,824	5.4%

Sources: SACOG, BAE, 2005.

Appendix A: SACOG Transportation Analysis Zones included in Rancho Cordova Planning Area

116	422	570	596	1119
117	423	571	597	1120
120	517	572	598	1121
121	522	573	599	1122
122	523	574	600	1123
123	524	575	601	1124
126	525	576	602	1138
127	543	577	603	
128	547	578	604	
130	550	579	605	
131	551	580	606	
135	552	581	740	
136	555	582	742	
287	556	583	768	
337	557	584	780	
363	558	585	883	
364	560	586	899	
366	561	587	900	
393	562	588	901	
398	563	589	902	
399	564	590	903	
400	565	591	904	
401	566	592	905	
413	567	593	906	
415	568	594	907	
417	569	595	1043	

Sources: City of Rancho Cordova, SACOG, BAE.

MEMORANDUM

DATE: December 19, 2005

TO: Mayor and Council Members

FROM: Lillian Hare, City Clerk/HR Director

SUBJECT: **COUNCIL MEMBER APPOINTMENTS**

RECOMMENDATION

Review, make any changes and confirm the "Summary of Council Member Appointments for 2006."

BACKGROUND

Attached is the listing of Council Member appointments for 2006. The only changes made by staff are to the City Selection Committee, Criminal Justice Cabinet and the Mayors' & Board Chair Forum Collaborative, which were changed to reflect the new Mayor and Vice Mayor for 2006, who typically serve on these boards. The Council is requested to review and confirm or make changes as deemed appropriate.

Attachment: Summary of Council Member Appointments for 2006

AGENDA ITEM # 26

CITY OF RANCHO CORDOVA
Summary of Council Member Appointments
2006 Council Member Appointments to Regional Jurisdictions

Agency	Term	Meeting Schedule	Special Requirements or Comments	Current Appointee
City Selection Committee	Term of serving mayor	Called as needed.	Mayor serves	McGarvey Alternate: Sander
County Criminal Justice Cabinet	Term of serving mayor	2nd Thurs. of the month; 8 AM at County Courthouse	Mayor serves	McGarvey Alternate: Sander
Sacramento Metropolitan Cable Television Commission	Term is determined by appointing agency	1st Thurs. of the month; 2:30 PM at County Board of Supervisors Chambers		McGarvey (Ex-officio Member) Alternate: Skoglund
Mayors'& Board Chair Forum Collaborative	Term of serving Mayor	Meeting schedule published regularly	(Must be Mayor for Mayors' & Board Chair Forum) & Mayor plus alternate for Core Group)	McGarvey Alternate: Sander
County Sanitation District No. 1 (Meets with Regional Sanitation District)	Term is determined by appointing agency	2nd & 4th Wed. of the month; 9:30 a.m. at County Board of Sups. Chambers		Skoglund Alternate: McGarvey
Sacramento Regional County Sanitation District (Meets with County Sanitation District)	Term is determined by appointing agency	2nd & 4th Wed. of the month; 9:30 a.m. at County Board of Sups. Chambers		Skoglund Alternate: McGarvey
Sacramento Transportation Authority (STA)	Term is determined by appointing agency	2nd Thurs. of the month; 1:30 PM at County Board of Sups. Chambers		Cooley Alternate: Budge
Sacramento Area Council of Governments (SACOG)	Term is determined by the appointing agency	3rd Thurs. of the month; 9AM at SACOG offices		Budge Alternate: Cooley

Agency	Term	Meeting Schedule	Special Requirements or Comments	Current Appointee
Sacramento Regional Transit District Board of Directors		2nd and 4th Monday at 7:00 p.m.		Sander Alternate: McGarvey
Sacramento Metropolitan Air Quality Management District (SMAQMD)	Term is determined by the appointing agency	4th Thursday of the month at 9:30 a.m. at the Sacramento County Board of Supervisors Chambers	**City invited to have a seat on the Board of Directors. A Member should be selected.**	McGarvey Director Skoglund Alternate
Sacramento-Placerville Transportation Corridor Joint Powers Authority		Quarterly meetings of the Board are at Folsom City Hall. Next two meetings are February 7 and May 16 at 9:00 a.m. (Staff attends the monthly meeting.)	**City invited to have a seat as a director at large. A Director and an Alternate need to be appointed.**	Budge Alternate: TBD

2x2 Meetings (2 Council Members, 2 Members of other Agency Board)

Meeting	Council Assignments
Folsom Cordova Unified School District	Cooley, Sander*
Sacramento County	Cooley, McGarvey*
Metro Fire	Budge, McGarvey*
Cordova Recreation and Park District	Council Member Budge has volunteered to serve with Mayor Cooley.*
Elk Grove School District	Cooley, Sander*

*The City Manager will also attend 2X2 meetings.

Mayor Cooley is a member of the League of California Cities Steering Committee.

Agenda Item #19

Material received during the Council Meeting of December 19, 2005.

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CATRINA L. FOBIAN
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December 19, 2005

VIA FACSIMILE & REGULAR MAIL
(916) 853-1691

Honorable Mayor Cooley and City Council Members
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Re: Urgency Ordinance No. 23-2005 – Swainson's Hawk Impact Mitigation

Dear Honorable Mayor and City Council Members:

We have reviewed the City of Rancho Cordova's (the "City's") proposed Urgency Ordinance Number 23-2005 (Swainson's Hawk Impact Mitigation) (the "Ordinance") and offer the following comments and concerns on behalf of the North State Building Industry Association ("BIA") and its members.

The BIA and its members recognize that the proposed interim Ordinance is a short term measure which attempts to address impacts and mitigation relating to the Swainson's hawk from urban development within the City until a final ordinance can be prepared and adopted. The BIA is nevertheless concerned with the lack of input from the development community in preparing the interim Ordinance, the potential precedent setting nature of the Ordinance and with how the City may attempt to implement the interim Ordinance.

The BIA and its members therefore request that the Council decline to adopt the proposed ordinance this evening, direct staff to work with the development community to address its concerns and bring a revised Ordinance back to the Council in early 2006. The BIA has the following specific concerns:

I. The Ordinance Could Result in the City Over Mitigating or Imposing Mitigation Measures Without a Constitutional Nexus.

The broad language of the Ordinance could result in the City over mitigating or requiring mitigation without a proper nexus between the mitigation measure being imposed on a particular project for the loss of Swainson's hawk habitat, and the actual effects of that project (or lack thereof), on such habitat within the City. The United States Supreme Court has determined that there must be an "essential nexus" between land being proposed for development and the mitigation measures proposed to be imposed. (*Nollan v. California Coastal Commission* (1987) 483 U.S. 825, 837.) In other words, a "rough proportionality" must exist between the extent of the impacts caused by a project and the extent to which exactions are imposed by the government to mitigate such impacts. (*Dolan v. City of Tigard* (1994) 512 U.S. 374, 391.) Thus, cities "must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development." (*Ibid.*)

Much of the remaining developable open space land within the City contains poor or unsuitable foraging habitat for the Swainson's hawk. (See City Council Staff Report (September 19, 2005), p. 3 ("Due to the lower quality of the habitat in [the City] as compared to the County and Elk Grove, we propose to modify the per acre fee" to reflect these habitat differences).) To avoid delay and complications with implementing the interim Ordinance as proposed, the Council should direct staff specifically to:

(i) revise the language of the Ordinance to exempt projects that do not propose to develop lands suitable for Swainson's hawk foraging habitat;

(ii) provide for "like kind" or "like habitat" mitigation (e.g., mitigation of habitat that is of comparable quality to that being proposed for development);

(iii) exempt projects that mitigate for the loss of agricultural land, if that land also provides suitable Swainson's hawk foraging habitat; and

(iv) exempt or credit projects that preserve vernal pool grassland habitat also suitable for hawk habitat.

There is no legal basis or logical reason why project applicants should be required to mitigate separately for the loss of vernal pool grassland habitat, agricultural land and Swainson's hawk foraging habitat if the lands being mitigated for serves more than one purpose (e.g., as agricultural habitat or vernal pool grassland habitat which also serves as

Swainson's hawk habitat). The open ended nature of the Ordinance as proposed opens the door to this possibility.

The heavy reliance within the Ordinance on input and approval from the Department of Fish and Game is also problematic. Rather than grapple with whether the City will require project applicants to mitigate for the loss of Swainson's hawk habitat if the land to be developed contains poor or no foraging habitat, or specify how much mitigation land would be required under such circumstances, the Ordinance punts on the issue by stating "[t]he amount of land required to be preserved shall be determined by the City . . . in consultation with DFG." (Ordinance, p. 4.) Not only is this approach disconcerting from a time efficiency standpoint, City staff could find themselves in a position where they feel duty bound to impose mitigation where it might otherwise be unwarranted (e.g., when a particular project will result in development of open space land but that land is unsuitable for Swainson's hawk foraging habitat).

The Ordinance also ducks the issue of whether the City would require mitigation for projects simply because they are located within one mile of a Swainson's hawk nest. The Ordinance states "the impact would be more appropriately mitigated on a case by case basis." (Ordinance, p. 3.) Again, this open ended language could result in undue delay in the processing of projects that happen to be within one mile of a nest but nevertheless lack suitable hawk habitat. The provision could also result in over mitigation by the City if a project applicant were required to mitigate for Swainson's hawk habitat simply because the site was within one mile of a nest, regardless of the particular habitat value of the site.

Our suggested changes, including the changes proposed to the Ordinance in the enclosed document, would provide City staff with better guidance and the ability to better establish the required nexus between a particular project's impacts and the mitigation measure(s) being required. The development community, however, would welcome the opportunity to work with City staff to refine the Ordinance further.

II. The Ordinance is Overly Broad

As noted above, the Ordinance could be challenged for being unconstitutionally vague. (See, e.g., *Britt v. City of Pomona* (1990) 223 Cal.App.3d 265, 268 (terms of ordinance too vague to be understood and applied by persons of common intelligence and therefore violated due process).) Rather than leave the specifics of the ordinance to the City and Department of Fish and Game's future unfettered discretion, the resources of the City, project applicants and the Department would be better served if the City took more time now to articulate the precise conditions and standards that will be required by the City in implementing the Ordinance.

III. Proposed Changes

In light of the foreseeable pitfalls associated with implementation of the Ordinance as proposed, we suggest the City Council direct staff to make the attached changes. We suggest these changes because:

- The Ordinance does not specify to which type(s) of development it will apply. We therefore propose specific guidelines under the "Applicability" section.

- The Ordinance suggests that individual project applicants and the City will have to work with Department of Fish and Game to determine adequate mitigation, resulting in an inefficient and unnecessary use, on a project level basis, of City, DFG and project applicant resources.

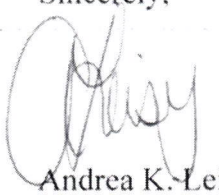
- The Ordinance declines to suggest a method for calculating how in-lieu fees will be calculated or for how much land a project applicant could be required to mitigate. Instead, it postpones this analysis after consulting with DFG.

- The Ordinance fails to specify where the acquisition of agricultural lands or conservation easements could take place (e.g., within the City limits or the greater Sacramento region) and how much the interim in-lieu mitigation fee will be to start. The overall lack of specificity will likely frustrate the permitting process and result in substantially higher fees than needed, thus rendering some projects infeasible.

* * *

For all of the reasons stated above, we urge the City Council to request that staff modify the language in the interim Ordinance prior to approval. If you have any questions or would like to schedule a meeting to discuss our client's concerns please let me know. Thank you for the opportunity to review and offer these comments.

Sincerely,



Andrea K. Leisy

Encl.

cc: Dennis M. Rogers, Senior Vice President
Ted A Gaebler, City Manager
Paul Junker, Planning Director

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ORDINANCE NO. 23-2005

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.130, "SWAINSON'S HAWK IMPACT MITIGATION"

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

Section 1. Purpose.

The purpose of this ordinance is to establish policies and procedures for mitigating adverse impacts to Swainson's hawk foraging habitat due to development within the City of Rancho Cordova ("City").

Section 2. Findings

a. The most effective means of mitigation for the loss of suitable Swainson's Hawk foraging habitat is the direct preservation, in perpetuity, of equally suitable foraging habitat.

b. It is not always practical or feasible for project applicants to directly preserve habitat. In this case it may be more appropriate to allow the applicant to pay a fee to the City, or a conservation group, to find and purchase land on their behalf. This alternative would still constitute direct preservation.

c. The volume of past, existing, and anticipated development proposals in the City that will potentially require mitigation for the loss of Swainson's Hawk foraging habitat indicate an immediate need to assure adequate preservation of suitable Swainson's Hawk foraging habitat.

d. It is necessary for and in the interests of the public health, safety, and welfare that this Ordinance be effective immediately upon its adoption in order to provide adequate mitigation for the loss of Swainson's Hawk foraging habitat.

Section 3. Title 16, Chapter 16.130, "Swainson's Hawk Impact Mitigation," is hereby adopted to read as follows:

16.130.010 PURPOSE AND INTENT. The City of Rancho Cordova City Council finds that the continued expansion of urban uses into previously undeveloped lands within the City that are identified through the California Environmental Quality Act ("CEQA") process to provide suitable foraging habitat for the Swainson's Hawk, a listed threatened species under the California Endangered Species Act, will, absent mitigation, result in a significant reduction of such foraging habitat. The reduction in

foraging habitat can occur through requests for zoning changes of agriculturally zoned lands to land use designations that enable land to be reduced to parcel sizes too small to support Swainson's Hawk foraging habitat or through requests for land use entitlements for non-agricultural uses that are incompatible with the maintenance of Swainson's Hawk foraging habitat. The California Department of Fish and Game ("DFG") has determined that parcels of land of five (5) acres or more in size are recognized to be the minimum acreage required for viable foraging habitat. For any such requests, which are within ten miles of a Swainson's Hawk nest, the City Council desires to establish an additional means of mitigating for loss of Swainson's Hawk foraging habitat.

The City has identified, in consultation with DFG, that suitable foraging habitat for Swainson's Hawk exists in established land conservation programs in Sacramento County and also in agricultural and open lands currently not part of a conservation program. The City finds that the most effective means of mitigation for the loss of suitable Swainson's Hawk foraging habitat is the direct preservation, in perpetuity, of equally suitable foraging habitat on an acre-per-acre ratio. The City also finds that it may be infeasible for some project applicants to acquire easements and that these applicants should have the option to mitigate adverse impacts to Swainson's Hawk foraging habitat through the payment of an impact mitigation fee. An impact mitigation fee, as established pursuant to this Chapter, will provide funds to acquire available land with suitable Swainson's Hawk foraging habitat values. Such acquisition will create mitigation for the loss of this habitat through real property acquisition in fee or through conservation easements to facilitate the expansion of land conservation programs which include the preservation and management of Swainson's Hawk foraging habitat.

The City Council recognizes that mitigation for foraging habitat for the Swainson's hawk is only feasible when replacement habitat is provided within the known foraging area for the hawk. In order to provide adequate mitigation for the loss of Swainson's Hawk foraging habitat under CEQA through the provisions of this Chapter, the City Council deems it necessary to expand the scope of this mitigation fee program to parcels located within the geographical foraging area of the Swainson's Hawk that are owned and/or managed by a conservation organization.

Deleted: where the location of mitigation parcels and the conservation organization are acceptable to DFG

The City Council finds that the direct preservation of suitable Swainson's Hawk foraging habitat or the payment of an in-lieu impact mitigation fee by project proponents for the actual acquisition of such habitat will fulfill the duty to mitigate under CEQA, by avoiding or substantially reducing otherwise significant impacts to Swainson's Hawk foraging habitat lands. The City Council intends that the requirement of direct preservation of suitable Swainson's Hawk foraging habitat or the requirement of an in-lieu impact mitigation fee, in an amount established by the City Council, shall be included as mitigation options. Said mitigation shall arise when the environmental review process for a request falling within the scope of this Chapter concludes that there would be a significant impact or a significant cumulative impact on the Swainson's Hawk foraging habitat for which mitigation, pursuant to all applicable provisions of the Public Resources Code section 21000 et seq. and the Cal. Code of Regulations, Title 24, section 15000 et seq., is required. The City Council also recognizes its continued authority to determine based on specific economic, social, legal, technical or other considerations that mitigation for Swainson's Hawk foraging habitat is infeasible or that other evidence presented to the City Council illustrates that mitigation is unnecessary.

16.130.020 DEFINITIONS.

(a). "CEQA" means the California Environmental Quality Act.

(b). "DFG" means the California Department of Fish and Game.

(c). "IN-LIEU FEE" means a fee a project applicant can pay to obtain "like habitat" for mitigation.

(d). "LIKE HABITAT" means habitat of comparable quality to that being developed.

(e). "PROJECT" shall have the same meaning as that term is used in Public Resources Code section 21065. A "project" shall be considered to consist of the total combined gross acreage of a parcel or parcels included in a proposal subject to CEQA review.

16.130.030 APPLICABILITY.

(a) This Chapter shall apply to any project that has been determined through the CEQA process to result in a significant adverse impact or significant adverse cumulative impact on Swainson's Hawk foraging habitat, prior to mitigation.

(b) This Chapter shall apply to any request:

(1) For a change in land use designation from an Agricultural Designation to an Urban Designation, or

(2) To any request to subdivide five acres or more of contiguous land zoned AR-1 or AR-2, or

(3) To any request for a land use entitlement for a non-agricultural use of land of five acres or more zoned with an Agricultural Designation, or

(4) To any request for a land use entitlement for a non-agricultural use of land five acres or more in size zoned AR-I or AR-2, or

(5) To any public improvement project proposed by any department or agency of Sacramento County on land with an Agricultural Designation, or

(6) To any request to subdivide five (5) acres or more of contiguous land zoned as an Urban Designation to less than five (5) acres.

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(c) This Chapter shall apply to any request falling within subsection (b) for which all of the following criteria have been satisfied:

(1) The entire underlying parcel(s) for the request are located within the defined scope of this Chapter;

(2) The underlying parcel(s) for the request are identified through the CEQA process, to provide suitable Swainson's Hawk foraging habitat; and

(3) The request will result in a significant impact or significant cumulative impact on Swainson's Hawk foraging habitat for which mitigation measures have been identified as necessary to avoid or substantially reduce the impact.

(d) This Chapter shall apply to any project approved prior to the effective date of this Chapter which was conditioned to require mitigation for impacts to Swainson's Hawk foraging habitat and which mitigation has not been completed through the payment of a fee or other mechanism included in such mitigation measure.

(e) If a project applicant acquires a perpetual conservation easement(s) or donates land in fee title to a nonprofit organization approved by the City to mitigate for the loss of agricultural land or vernal pool grassland, no additional mitigation measures shall be required if that land also provides suitable foraging habitat for the Swainson's hawk.

(f) If a project applicant preserves vernal pool grassland habitat and such preservation also results in preserving Swainson's hawk foraging habitat, the applicant shall receive credit toward any additional mitigation required for the hawk.

16.130.040 CONDITIONS.

(a) On and after the effective date of this Chapter, for any project falling within the provisions of Section 16.130.030 of this Chapter, the following mitigation measure shall be included as an option to reduce the impact to Swainson's Hawk foraging habitat:

"The project applicant shall implement one of the following options in order to mitigate for the loss of Swainson's Hawk foraging habitat as a result of the proposed project:

(1) Prior to any site disturbance, such as clearing or grubbing, or the issuance of any permits for grading, building, or other site improvements, whichever occurs first, the project applicant shall preserve an appropriate amount of suitable foraging habitat. The determination shall be made based on the quality of the land proposed to be developed. This land shall be protected through a fee title or conservation easement acceptable to the City of Rancho Cordova in consultation with DFG. Perpetual conservation easements shall be recorded with a conservation entity or organization formed pursuant to section 501(c)(3) of the internal revenue code or to another entity deemed acceptable by the City. Conservation easements shall be accompanied by a monitoring and maintenance plan approved by the City, if necessary. Alternatively, applicants may pay to the City a mitigation operations and maintenance fee to cover the costs of administering, monitoring and enforcing the easement or managing the property in fee title in an amount determined by the receiving entity, not to exceed $3,500 per acre. The actual amount will be calculated by the receiving entity by the use of the Property Analysis Record (PAR) software program or other generally accepted, attribute based, site specific method for calculating in perpetuity endowments for preserves; OR

(2) Prior to any site disturbance, such as clearing or grubbing, or the issuance of any permits for grading, building, or other site improvements, whichever occurs

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first, the project applicant shall submit payment of Swainson's Hawk Impact Mitigation Fee to the City of Rancho Cordova in the amount set forth by Resolution of the City Council and as may be amended from time to time and to the extent that Chapter 16.130 remains in effect. If habitat proposed for urbanization is considered by the City to be prime habitat, the full fee shall be paid per acre of habitat impacted. If it is determined that the land proposed for conversion is of lower quality than prime habitat, the applicant may pay a reduced percentage of the fee for each acre of habitat to be converted. Any reduction in the Swainson's Hawk Mitigation Fee shall be determined based on the quality of the habitat proposed for conversion; OR

(b) The requirement of direct land preservation or payment of an impact mitigation fee established pursuant to this Chapter is also applicable to those projects that were approved prior to the effective date of this Chapter and which are conditioned to require mitigation for impacts to Swainson's Hawk foraging habitat to include the option to participate in a future Swainson's Hawk mitigation policy/program adopted by the City Council, provided the property owner/developer of any such project has not yet completed an alternative mitigation measure for impacts to Swainson's Hawk foraging habitat and provided that the parcel(s) included in such a previously granted request fall within the scope of this Chapter as set forth in Section 16.130.030.

16.130.050 IMPACT MITIGATION FEE. The impact mitigation fee shall be in an amount established by resolution of the Rancho Cordova City Council as such may be amended from time to time.

16.130.060 IMPACT MITIGATION CREDIT. Full or partial mitigation credit (for fee or direct preservation) may be given for agricultural habitat land, vernal pool grassland or other preserves acquired or preserved by a project applicant in perpetuity through conservation easements and which contain suitable Swainson's Hawk foraging habitat. Preserves may include those established, if any, pursuant to a previously approved Mitigation Monitoring and Reporting Program for the subject parcel(s). Prior determination by DFG of the viability of the preserve for Swainson's Hawk foraging habitat is required. Preserves deemed viable by DFG shall receive credit on a 1:1 ratio. In the event that the credit received does not satisfy the acreage required for the mitigation obligation, additional mitigation shall be required through any of the other mitigation measure options identified in the applicable environmental report to the extent necessary to avoid or substantially reduce the impacts on the Swainson's Hawk foraging habitat to a less than significant level. If preserve land for vernal pool grassland or other agricultural habitat land is also used as a preserve for Swainson's Hawk, all easements must be recorded at the same time, unless otherwise approved by the Planning Director.

16.130.110 AUTHORITY OF CITY COUNCIL TO OVERRIDE MITIGATION MEASURES. Nothing herein shall be construed to preclude the City Council's consideration or approval of other means of mitigating significant impacts or significant cumulative impacts on Swainson's Hawk foraging habitat or to limit the City Council's authority to find certain mitigation measures infeasible for reasons permitted by CEQA.

Section 4. CEQA

This action qualifies as a Section 15308, Class 8 Exemption; Actions by Regulatory Agencies for the protection of the environment.

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Section 5. No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. 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 7. Effective Date

This ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council, and shall expire on December 31, 2006.

ADOPTED, THIS ___ day of _____, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item #24

Material received during the Council Meeting of December 19, 2005.

City	Population	Size of City (sq. miles)	Downtown (Acres)	Ratio
Bethesda, Maryland	129,785	46.2	300	1.0%
Bolder, Colorado	94,673	24.4	185	1.2%
Chattanooga, Tennessee	155,554	135.2	650	0.8%
Ft. Collins, Colorado	118,652	46.5	240	0.8%
Mesa, Arizona	396,375	54.7	640	1.8%
Pasadena, California	133,936	23.1	120	0.8%
Riverside, California	288,384	78.1	700	1.4%
Santa Barbara, California	94,825	19	115	0.9%
Stockton, California	243,711	54.7	425	1.2%
Tempe, Arizona	160,820	39.5	230	0.9%
Walnut Creek, California	64,296	19.5	100	0.8%
West Palm Beach, Florida	95,344	55.1	150	0.4%

	Population	Size of City (Sq. miles)	Size of Downtown (acres)	Ratio	Primary Uses	Special Uses	Special Features	Events
Bethesda, Maryland	**29,568**	**46.2**	**300**	**1.0%**	• Apartment and Condominium • Commercial Office • Commercial Retail • Civic Uses • Park/Open Space • Hotel	• Townhouse • University • Museum	• Bus and rail connections • Capitol Crescent Trail	• Weekly farmers' market • Monthly gallery "art walk" • Children's festival • Literary festival • Fine arts festival • Several seasonal events
Boulder, Colorado	**15,616**	**24.4**	**185**	**1.2%**		• Townhouse • University • Museum	• Boulder Creek Path • Pearl Street Pedestrian Mall • Entertainment destination with cinema, theaters, and galleries • Nearby University of Colorado	• Twice weekly farmers' market • Outdoor concerts • Art fair • Tulip festival • Numerous holiday and seasonal events
Chattanooga, Tennessee	**86,528**	**135.2**	**650**	**0.8%**		• University • Museum and aquarium • Sports facility	• Downtown shuttle service • Bluff View Arts Area • New Riverbank Development • Redeveloped Historic Railroad Station • Nearby University of Tennessee Chattanooga • Bell South Ballpark and Finley Stadium	• Multicultural festival • Music festival • Craft festival • Folk art demonstrations • Outdoor concerts • Numerous holiday and seasonal events
Fort Collins, Colorado	**29,760**	**46.5**	**240**	**0.8%**		• Townhouse • Museum • University	• Bus connections • Restored streetcar line • Old Town Square • Bed and Breakfasts • Nearby Colorado State University	• New Year's Eve celebration • Colorado Brewers' Festival • New West Fest • Outdoor concerts • Numerous holiday and seasonal events
Mesa, Arizona	**35,008**	**54.7**	**640**	**1.8%**		• Museum	• Bus connections • Arts Center • Convention Center • Amphitheater • Sidewalk sculptures	• Farmers' market • Storytelling festival • Several holiday and seasonal events
Pasadena, California	**14,784**	**23.1**	**120**	**0.8%**		• Museum	• Bus and rail connections • Redeveloped historic Main Street • One Colorado shopping, dining, and entertainment area • Memorial Park • Nearby Playhouse District • Nearby Paseo Colorado mixed-use development	• Annual arts and food festival • Numerous holiday and seasonal events
Riverside, California	**49,984**	**78.1**	**700**	**1.4%**		• Museum	• Bus and rail connections • Downtown trolley service • Amtrak railroad station • Main Street Pedestrian Mall • Convention Center • Historic Mission Inn • SmartRiver Downtown Wireless Mall • Nearby University of California Riverside	• Weekly farmers' market • Monthly educational events • Dickens' festival • Orange Blossom festival • Ball to benefit the arts • Outdoor concerts • Petting zoos • Numerous holiday and seasonal events

	Population	Size of City (Sq. miles)	Size of Downtown (acres)	Ratio	Primary Uses	Special Uses	Special Features	Events
Santa Barbara, California	**12,160**	**19**	**115**	**0.9%**	• Apartment and Condominium • Commercial Office • Commercial Retail • Civic Uses • Park/Open Space • Hotel	• Museum	• Bus connection • Pedestrian paseos and courtyards • Entertainment destination with cinema, theaters, and galleries • Old Town historic district • Decorative Flags	• Film festival • History festival • Arts festival • Seasonal events
Stockton, California	**35,008**	**54.7**	**425**	**1.2%**		• Museum • Sports facility • University	• Bus and rail connections • Amtrak train station • Public art installations • Interactive fountains • Weber Points Events Center • Stockton Events Center featuring Billy Herbet Field, Stockton Arena, and convention center	• Weekly farmers' market and street fair • Outdoor concerts • Numerous holiday and seasonal events
Tempe, Arizona	**25,280**	**39.5**	**230**	**0.9%**		• Museum • Sports facility • University	• Bus connection • Water taxies ferry across Salt River • Hayden Square • Memorial Park • Recreation on and along Salt River • Sun Devil Stadium • Arizona State University	• New Year's Eve celebration • Art festival • History festival • Outdoor concerts • Numerous holiday and seasonal events
Walnut Creek, California	**12,480**	**19.5**	**100**	**0.8%**			• Bus connection • Near rail connection • Two districts – historic Main Street and redevelopment area • Adjacent to Broadway Plaza shopping mall • Civic Park	• Several holiday and seasonal events
West Palm Beach, California	**35,264**	**55.1**	**150**	**0.4%**		• Museum	• Downtown trolley service • Redeveloped CityPlace entertainment destination • Public Plaza featuring several large fountains • Amphitheater • Marina Park • Palm Beach County Convention Center	
Rancho Cordova Existing	***53,718***	***33.3***	***1,000***	***4.7%***				
Alternative I Olsen Drive	***53,718***	***33.3***	***160***	***0.8%***				
Alternative II Staff Preferred	***53,718***	***33.3***	***254***	***1.2%***				
Alternative III GPAC Recommended	***53,718***	***33.3***	***714***	***3.4%***				