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

City Hall – Council Chambers
2729 Prospect Park Drive, Rancho Cordova

Monday, April 3, 2006

4:00 P.M. - Study Session/Joint Meeting with Planning Commission

6:30 P.M. - Regular Meeting

AGENDA

STUDY SESSION/JOINT MEETING

Call to Order

Roll Call: Council Members Budge, Cooley, Skoglund, Sander and Mayor McGarvey
Planning Commissioners Burke, Konarski, Moe, Savorn, Smith, Wentz and Chairman Vance

Public Comment

At a study session, citizens are invited and encouraged to participate in discussion during the time the matter is discussed. *Citizens wishing to address the Council for any matter not on the agenda may do so at this time.* ***Please keep your comments to three minutes or less and provide a Speaker Card to the City Clerk.*** *Please state your name and community of residence. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.*

Study Session Items

4:00 P.M. 1. **Subject:** Progress report to Council on Transit Master Plan Development summarizing initial workshop with regional stakeholders and property owners.
Recommendation: No action is required, information and discussion/input only.
Staff Report: Cyrus Abhar, Pubic Works

5:00 P.M. 2. **Subject:** Development Strategy for Folsom Blvd. Specific Plan
Recommendation: No action is required, information and discussion only on the findings of Development Strategy prepared for the Folsom Boulevard Specific Plan.
Staff Report: Paul Junker, Planning

ADJOURNMENT OF STUDY SESSION/JOINT MEETING

REGULAR MEETING

6:30 P.M. **Call to Order**

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

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

3. Reverend Becky Goodwin, United Methodist Church, will give the invocation.

Presentation

4. State Department of Parks and Recreation Presentation by Robert Williamson

5. Proclamation Honoring Shelley Blanchard as Assembly District 10's Woman of the Year

ORAL COMMUNICATIONS

6. **Public Comment**

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

Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it 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

7. **Subject:** Street Sign Project
Recommendation: Award the City's street sign project to the lowest responsive bidder, McGuire-Pacific Constructors, in the amount of $446,995.
Result of Recommended Action: McGuire-Pacific Constructors will begin replacing old Sacramento County signs with our approved City of Rancho Cordova signs throughout the City of Rancho Cordova. Construction will begin in May 2006 upon City Council approval.
Staff Report: Cyrus Abhar, Public Works Advances Goal 1

8. **Subject:** Approval of Subdivision No. 95-0533.8 of Villages of Zinfandel Unit No. 10 Final Map and Execution of Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 34-2005
Result of Recommended Action: Action on this item will result in the City adopting a resolution to enter into a Subdivision Improvement Agreement with the developer and the recording of the final subdivision map
Staff Report: Marilyn Phelps, Public Works Advances Goals 6 & 3

9. **Subject:** Second Reading and Adoption of Ordinance No. 12-2006 amending Rancho Cordova Municipal Code Chapter 10.24, "Parking Regulation," to Add Section 10.24.075, "Prohibition of Parking Commercial and Recreational Vehicles on Public Roadways".
Recommendation: Waive second reading and adopt Ordinance No. 12-2006. **(Roll Call Vote)**
Result of Recommended Action: This ordinance will prohibit the parking of specified vehicles, such as oversized vehicles, large recreational vehicles, semi-trucks and trailers, detached commercial trailers and similar vehicles, on public roads.
Staff Report: Cyrus Abhar, Public Works and City Attorney Advances Goal 1

10. **Subject:** Second Reading and Adoption of Ordinance No. 09-2006 amending the Specific Plan and approving the Rezone of the Montelena project, within the Sunridge Specific Plan and Ordinance No. 10-2006 approving the Development Agreement for the Montelena project.
Recommendation: Waive reading and adopt Ordinances No. 09-2006 and Ordinance No. 10-2006. **(Roll Call Vote)**
Result of Recommended Action: The Montelena project will create 879 single-family homes on approximately 252 acres. The Project also proposes nearly 30 acres of parks and public open space and approximately 55 acres of wetland preserve.
Staff Report: Bill Campbell, Planning and City Attorney Advances Goals 6 & 7

PUBLIC HEARING ITEMS

11. **Subject:** Amendment to City of Rancho Cordova Municipal Code Chapter 12.09 Street Trench Fee
Recommendation: Waive first reading and introduce Ordinance No. 17-2006 amending Chapter 12.09 of the City of Rancho Cordova Municipal Code
Result of Recommended Action: This change to the Street Trench Fee City Code will clean up titles left over from adoption of the Code, increase the length of moratorium time before a newly paved street can be opened, increase the guarantee time for trench work, increase the Trench Restoration Fee to what the cost of street construction was in 1999, delete requiring the Pavement Condition Index be published annually and Street Trench

Fees be calculated for every block. Companies that dig in City streets will be affected by these changes.
Staff Report: Cyrus Abhar, Public Works Advances Goals 5, 3 & 10

12. **Subject:** Sunridge Specific Plan and Project Amendments
Recommendation: Waive first reading and introduce Ordinance No. 13-2006 amending the Sunridge Specific Plan, Ordinance No. 14-2006 amending the Conditions of Approval for land use Zoning Amendments within the Sunridge Specific Plan Area, Ordinance No. 15-2006, amending Development Agreements for the Anatolia III, Sunridge Park I and II, and North Douglas development projects, and adopt Resolution No. 31-2006 amending Mitigation Monitoring Reporting Program requirements for the Sunridge Specific Plan, and Resolution No. 32-2006 amending tentative map Conditions of Approval for the Anthology at Anatolia, Anatolia III, Sunridge Park I and II, Sundance, and North Douglas development projects.
Result of Recommended Action: The amendments to the Sunridge Specific Plan will allow for the orderly development of the necessary project improvements to serve the new developments in the Sunridge area.
Staff Report: William Campbell, Principal Planner Advances Goals 2, 6, 7 & 10

13. **Subject**: City Council Consideration of Funding Housing, Community Improvement Programs, and Non-Profit Public Services from New Community Development Block Grant Funds and Review of the Draft Five-Year Consolidated Plan, Draft 2006-07 Action Plan, and Draft Citizen Participation Plan.
Recommendation: Staff recommends that the City Council approve:
a. The allocation of $704,227 CDBG funds for budget year 2006, starting July 1, 2006 to June 30, 2007 divided among the following programs:
Housing Rehabilitation, Rental Inspection, Emergency Repair, Home Repair Assistance, Public Facilities and Infrastructure, White Rock Improvements, Weed and Seed, Meals on Wheels, Roots and Horizons, Safe Harbor After-School Enrichment, Sacramento Self-Help Housing, Respite CLUB, General CDBG grant administration, and
b. Distribute for public comment the draft five-year CDBG spending plan, referred to as the Consolidated Plan; the CDBG budget for July 1, 2006 to June 30, 2007 (FY 2006-07) referred to as the Action Plan; and The Citizen Participation Plan
Result of Recommended Action: This action will qualify the City to receive new revenue of $704,227 for the FY 2006-07 City budget and thus provide federal funds for the City to address long-standing unmet community needs. The funding may be used to upgrade the quality of housing and make neighborhood improvements in Rancho Cordova, as well as to fund several necessary public services provided by local non-profit and community-based organizations. It is anticipated that starting in FY 2007-08, CDBG funding will support lease payments for the Rancho Cordova Neighborhood Center.
Staff Report: Jim Carney, Economic Development Advances Goals 6 & 7

8:00 P.M. - BREAK

REGULAR CALENDAR ITEMS

14. **Subject:** SunCreek Specific Plan RC03-029 (Discussion Only)
Recommendation: Receive report from City staff regarding the proposed SunCreek Specific Plan and provide general direction regarding the proposed project. No formal action on this project shall occur at this meeting.

Result of Recommended Action This resolution will provide a Council update on the SunCreek Specific Plan. Comments from the City Council will provide guidance to the applicants and City staff for moving forward on development and processing of this application.
Staff Report: Paul Junker, Planning Department Advances Goals 6 & 7

15. **Subject:** Report on the Implementation of the City's Housing Plan and Programs, Including Direction on the Proposed Housing Development Projects Considered in the "Pipeline" Pertaining to Affordable Housing Requirements and the Possible Creation of an Affordable Housing Task Force.
Recommendation:
a. Provide direction on the process to finalize Housing Element and the prepare the City's Housing Plan
b. Provide direction on the application of affordable housing provisions to the proposed housing development projects in the "pipeline"
c. Consider next steps to implement the City's Housing Plan
Result of Recommended Action: Council will be updated about the implementation of the housing plans and programs. Also, Council will decide how new affordable housing requirements would apply to currently proposed, but not yet approved, residential development projects, known as "pipeline" projects. Council may consider forming an Affordable Housing Task Force consisting of community members and housing, real estate, and finance experts to oversee the implementation of a robust housing program in order to achieve the City Goal of Improving the Quality of Housing in Rancho Cordova
Staff Report: Paul Junker, Planning Department Advances Goals 6 & 7

CORRESPONDENCE

COUNCIL REPORTS

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER'S REPORT

ADJOURN TO CLOSED SESSION

CLOSED SESSION

Council will Adjourn to Closed Session for the Following Purpose:

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

OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

ADJOURNMENT

ADDITIONAL INFORMATION

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

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

UPCOMING MEETINGS	
Monday, April 17, 2006	***5:30 p.m. - Regular Meeting***
Tuesday, April 25, 2006	***5:00 p.m. - Work Session***
Monday, May 1, 2006	***CANCELLED (Conflicts with Cap to Cap)***
Monday, May 15, 2006	***4:00 p.m. - Study Session on General Plan and/or Affordable Housing*** ***5:30 p.m. – Regular Meeting***

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Anna Olea-Moger, Assistant City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the April 3, 2006 Special and Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on March 30, 2006 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 30th day of March 2006 at Rancho Cordova, California.

Anna Olea-Moger

Anna Olea-Moger, Assistant City Clerk

MEMORANDUM

DATE: April 3, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **PROGRESS REPORT TO COUNCIL ON TRANSIT MASTER PLAN DEVELOPMENT SUMMARIZING INITIAL WORKSHOP WITH REGIONAL STAKEHOLDERS AND PROPERTY OWNERS**

RECOMMENDATION

No council action is required – for information and discussion/input only

RESULT OF RECOMMENDED ACTION

Public Works and Consultant Staff will present a preliminary vision for transit in the City. Discussions will include a focus on the City's "Signature" Transit Line with the intent of gauging interest in service location and transit technologies, and will also clarify fiscal needs for the development of the system. The intent is to incorporate the workshop discussions into the plan and return with a recommendation for approval later this spring.

BACKGROUND

On March 21st and 22nd, 2006, the Transit Master Plan Project Planning Team comprised of City Staff and Consultant Team, Sacramento Area Council of Governments, and Sacramento Regional Transit District, came together to develop a conceptual transit master plan that would provide a basis for discussion in this workshop.

On the afternoon of March 22nd, the Planning Team met with property owners including, The Mind Shaft, Sunridge/Douglas, Preserve, and Waegell properties, to discuss right-of-way needs, along with transit oriented site plans and land use design. Property Owners expressed the need for a feasible transit master plan that will assist in moving people to and from their planned developments. They have also requested clear direction from the City of Rancho, as many developers have approved plans moving towards construction this season.

AGENDA ITEM # 1

At the Council Workshop, the Project Team will present the following topics for discussion and comment.

- **VISION OF TRANSIT**
  - Rancho Cordova will be one of California's premier transit-supportive communities. Transit is an EXPECTED and AVAILABLE means of travel. Transit and land use will forge a powerful partnership to create a livable and memorable Rancho Cordova.

- **GOAL OF TRANSIT**
  - Establish a High Quality Transit System that Links the City to Regional Destinations, Connects All Parts of the City, Serves Specific Districts, and Meets the Needs of Special Populations

The Planning Team will further discuss a number of proposed service modes that are under discussion and refinement.

- **Regional Service -** Dual focus – Including Sacramento Regional Transit District's light rail system and a complementary Bus Rapid Transit system (BRT – Definition to be discussed) that will serve north-south/east-west connectivity and will provide fast access to, from and through Rancho Cordova.

- **Citywide Service -** This level represents travel within the City, using a variety of modes, to link all working, shopping, entertainment, and recreation areas. A "signature" route provides the backbone from which the full transit will develop. Citywide service connects with the regional system. Technologies can include bus, BRT, and streetcar (definition to be discussed).

10 districts

- **District Service -** This level offers localized service within specific City sub-areas. Service is delivered to areas of concentrated development with pedestrians as the primary users. District service will connect with the Citywide system and could include both streetcars and shuttles.

- **Special Service -** This level represents service for users with specific/special needs. Seniors, disabled, and other transit dependent users are offered special transit service, including on-demand Paratransit service. Shuttles and vans are the common mode type candidate technologies.

The project team will also discuss:

- Proposed transit alternatives with order of magnitude cost estimates (high, medium, low).
- Current RT service map for the City of Rancho Cordova with proposed service changes that demonstrate cost savings and subsequent dollar reinvestment opportunities.
- Proposed Phase II of the Transit Master Plan Project including: short and long-range transit plans, implementation strategy, capital and operating cost estimates, continued coordination efforts with: Sacramento County DOT on their transit plans in the unincorporated area to the east of Rancho Cordova, RT and the City of Elk Grove.

ATTACHEMENTS

Attachment A - Transit Modes Map

Signature to WR Road
→ Zinfandel to Jut'l to RC Parkway - NES.
ped bridge
→ avoid congestion on Sunrise & Zinfandel.

Citywide
add Folsom-Folsom - Routier - McGregor - Zinfandel - WR Rd West/South - LV Drive - Mayhew - Folsom Blvd

Signature Service Phases:

Attachment A

Transit Modes Map



MEMORANDUM

DATE: April 3, 2006

TO: Mayor and Council Members

FROM: Paul Junker, Planning Director
Loreli Cappel, Folsom Blvd. SP Project Manager

SUBJECT: DEVELOPMENT STRATEGY FOR FOLSOM BLVD. SPECIFIC PLAN

RECOMMENDATION

Consider findings of Development Strategy prepared for the Folsom Boulevard Specific Plan.

BACKGROUND

Since incorporation, the City Council has made it clear that improvements to and redevelopment along Folsom Boulevard are among the City's top priorities. Arguably, Folsom Boulevard has been studied/planned more than any other place or area within the City of Rancho Cordova. Recent activities associated with the General Plan and Redevelopment Area projects have increased the City's desire to effect the transformation. In August 2006, the City Council directed staff to proceed with the preparation of a Specific Plan for Folsom Boulevard that pulls together significant past and present planning efforts and creates an effective implementation tool (e.g., vision, zoning, design, streetscape improvements, economic strategies and priorities, costs, and action steps).

Over the last six months, the consultant team (PMC, Leland Consulting, Urbsworks, Fehr & Peers Associates, Bay Area Economics, and Applied Development Economics) has been hard at work on the following tasks:

- Market analysis of potential demand for retail space (both local and regional), demand for housing and office development, and demand for other specialty development. Analysis will include recommendations for targeted forms of development in specific locations along Folsom Boulevard.

- Development strategy using existing data, market study, and stakeholder interviews to recommend development and implementation strategies for specific "pulse points" along Folsom Boulevard.

- Public participation for targeting input and creation of a City-Appointed Folsom Boulevard Steering Committee/Task Force.

AGENDA ITEM # 2

The purpose of this meeting is present the Development Strategy prepared by Rod Stevens with Leland Consulting.

ANALYSIS

Leland Consulting completed the development strategy task for the Folsom Boulevard Specific Plan, including the recommendation of specific "pulse points" (Attachment 1). In December 2005 Leland Consulting conducted stakeholder interviews with developers, brokers, investors, elected officials, senior staff, property owners, and others knowledgeable of development conditions. The purpose of the interviews was to identify opportunities and obstacles to development along Folsom Boulevard.

Using the market study, the stakeholder interviews, existing maps, and review of existing documents, and field surveys, Leland Consulting created a map of "existing conditions". This map was analyzed by land use type, relative land value, coverage and age, and major land parcels and owners. The result of the analysis is a summary of development opportunities and obstacles, including regulatory, physical, social, financial and market obstacles, and key market opportunities, by type, positioning, amount, location, development needs, timing and absorption.

Ultimately, Leland Consulting has prepared development and implementation strategies with mapping of key development sites and pulse points. Recommendations include strategies for attracting development to the Folsom Blvd. corridor as a whole, to sub-areas, and to these specific pulse points. The recommended implementation strategy will prioritize public and private actions essential to fostering new investment and development. All of this information will be incorporated into the City's Specific Plan for Folsom Boulevard.

NEXT STEPS

Next steps in the Folsom Boulevard Specific Plan include:

- Creation of a land use and design plan that includes form based zoning provisions in terms of site-specific nodes, prototypes, and/or case studies. The plan will also include districts/themes for the corridor – including integration of "Downtown".

- Evaluation of base conditions and running a traffic model of the new development plan to ensure the vision will work with planned improvements.

- Refining planned right-of-way improvements (urban sidewalks or separated sidewalks?) and incorporating provisions to address the relationship and integration of public and private realm.

- Implementation/Action Plan that includes the cost of planned infrastructure and development and the preparation of a "Vision Poster".

ATTACHMENTS

1. Big Ideas Memorandum

LELAND CONSULTING GROUP

FOLSOM BOULEVARD
Project Memorandum

TO: Loreli Cappel, PMC

FROM: Rod Stevens, Leland Consulting Group

DATE: 14 March 2006

SUBJECT: Development Concepts
Project Number: 4623

Introduction

The City of Rancho Cordova has engaged Leland Consulting Group (LCG) to serve as the real estate strategist in planning the future of Folsom Boulevard. LCG efforts to date include extensive work on the retail components of the City's General Plan, field surveys of existing conditions on the boulevard, and stakeholder interviews that identified obstacles to and opportunities for new development. This memo builds on these efforts by outlining seven concepts or "big ideas" to guide Folsom Boulevard's revitalization.

Watt to Hazel is 10 Mi. Bradshaw to Sunrise is 5mi.

1. Treat Folsom Boulevard as a Link Between Local Places

Folsom Boulevard's role as a street has changed significantly over the last 50 years. Built up as a road between town and country, Folsom Boulevard is now a more local street that connects neighborhoods, shopping areas and freeway entrances. This is the street that ties the community together.

As Highway 50 becomes more congested, there will be increasing demand from other government agencies to expand traffic capacity. However, much of the new capacity would simply induce more demand, and the new lanes and signals will make the street a less hospitable place to live, work and shop. If the City redefines Folsom Boulevard in more local terms, as a street that links local places, then Folsom Boulevard can take on a more local, more people-friendly character that is conducive to Place Making.

As the link between local places, the street can take on a different character up and down its length, faster and more of a through-route in some places, and slower and more urban in others. The very look of the street can change if it is no longer intended to primarily move through-traffic. Around Zinfandel for example, the City may want to squeeze down the width of the street to make it friendlier for pedestrian crossings and nearby residential development that connects to new city center projects off Olson Road. Farther

- GP Pro Former
- Transit Master Plan
- Downtown Planning
- Convention District

Coordinate all these!

to the west, between Routier and Bradshaw, the street might be wider, speeds higher, and the character of the bordering landscaping greener and less urban.

2. Establish Pulse Points of Activity

This can become a corridor of places and spaces, of gathering places and open spaces. The pulse points are the places, the less developed areas between them the spaces.

Pulse points are destinations to work, shop, eat, or meet friends, reached on foot or by car. These become a kind of pedestrian oasis, a place to walk that is a relief from our auto-oriented surroundings. Key pulse points include Bradshaw, Mills Station, Coloma, Zinfandel, Sunrise, and Hazel. Minor pulse points include La Riviera, possibly the Butterfield RT stop, and Routier/La Loma.

Each pulse point can and should have its own character. Some may serve the immediate neighborhood while others will have a citywide draw. Regardless of their access or location, these can become concentrated centers of activity where people can chain several stops together. More park-and-ride capacity at the RT stops will help these areas draw more use and foster retail development. It may take some time to redevelop some of the pulse points, such as Coloma, since there is long remaining life in key buildings.

3. Build the Public Square

Rancho Cordovans want a place that reflects their pride in the city and their sense of community. A public square can express this, providing a place both to meet day-to-day and for larger community celebrations.

This square should be publicly owned and controlled so citizens feel free to linger. This square needs to be integrated with shopping and other regular activities that bring daily use, such as working out, going to the library or taking a class. Ideally, the square is a crossroads, a place where casual acquaintances turn into friendships. There appears to be strong sentiment for creating this square in the Zinfandel area.

4. Establish Transit Villages

Transit villages are places where people can live day-to-day without using their car. The most obvious locations for these are at Zinfandel and Mills Station. The Butterfield area also holds high potential for mixing offices and housing with some convenience retail. The Horn Road stop is a strong location for a major medium-density project, but the potential for retail development there is very limited.

While there may be opportunities for "vertical" mixed-use with housing over retail, this style of development is not essential for the concept to work, since complementary uses

can and do work side by side, and the talent pool of developers with experience mixing uses is relatively limited. It is also more challenging to lease or sell this kind of building in pioneering locations. It is far more important that the transit village is an attractive place to live, if not a residential neighborhood in its own right, then at least a true place with parks and open space.

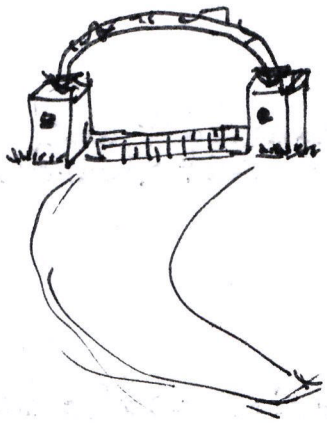
Pioneering new housing may also require the construction of townhouses or other lower density housing in the first phases, to be followed by higher density condominiums after proving the location in the market. Getting these villages started may also require some City support for catalytic uses, such as a library branch or day care center, that generate regular and heavy use.

5. Create Neighborhood Gateways

Butterfield
W. La Loma
Mills Park Dr.
Zinfandel
Cordova Lane

Rancho Cordova is defined by its people and by its neighborhoods, and yet for much of its length these neighborhoods are hidden behind strip centers and fast food restaurants. There is often little sense of how one stretch of the boulevard differs from another. The street needs more landmarks, and these landmarks could take the form of gateways that point and lead the way into the neighborhoods.

Augmenting retail development with new pedestrian plazas can help establish better gateways at La Riviera, north of Bradshaw, at Routier/La Loma, and on either side of Coloma. In other locations, such as Don Juan, the gateway might simply be a monument, signs, artwork, and widened sidewalks that tie back into the neighborhood. The creation of the gateway monuments provides an opportunity to involve surrounding neighborhoods in redesigning the look of Folsom Boulevard, of getting them directly involved in planning Folsom Boulevard's future.



The concept of Folsom Boulevard as Rancho Cordova's "Main Street" implies that there will be pedestrian-oriented development on both sides and up and down much of the street. This is hard to achieve in practice, for in most places the boulevard is too wide and is only single-sided. The heart of most strong pedestrian shopping areas is usually only about two blocks long, with stores facing stores across narrower streets. It will be far easier to create this kind of main street setting on cross streets, close to, but at right angles to, the boulevard. The most logical location for this kind of retail is at minor retail locations such as La Loma and Paseo (north of Mather), on Coloma in reconfigured centers, and at new transit villages at Bradshaw and Mills Station.

6. Re-Green the Boulevard and Soften Its Edges

- W. La Loma / Paseo
- Investment Circle / Mills Park Dr.
- Coloma
- Don Juan / Cordova Lane

Previous concepts dealt with creating more <u>places</u> along the boulevard. This concept deals with the <u>spaces</u> in between.

spaces & places

For the pulse points to gain activity, the City needs to restrict competition from other, more marginal locations. With rezoning for housing or a mix of uses, these strips will have fewer driveways and curb cuts, and can be landscaped along the curb to create

think about peds only on 1 side.

greener stretches of the boulevard. In these areas, the City might narrow sidewalks along the RT line to buffer the tracks with more landscaping.

7. Revitalize Adjoining Neighborhoods

Folsom Boulevard does not exist in a vacuum. Problems from neighboring areas, such as poorly managed apartments near Coloma, spill over onto the street and give the boulevard a bad name. Turning around the image of the street, and in particular, getting rid of the term "ghetto," will require dealing directly with these problems. This may require stricter code enforcement or non-profit purchase of some of the problem complexes. Simply increasing the number of street trees will help raise neighborhood values. Special financing programs will lead to more home ownership. It may be worthwhile to create a community development corporation to spearhead these efforts.

Next Steps

These seven concepts are strategy suggestions intended to spark intense discussion of a long-term vision for Folsom Boulevard. As part of this concept development, LCG has worked with Callison Architects, retail specialists, to study how these ideas might be applied at the city center, around Zinfandel and Olson Drive. As with this memo, these drawings are a starting point for community discussion of how best to organize Folsom's future. Creation of a final, detailed plan for this will require strong consensus about what the community wants and where it should act first.

In its next task, LCG will recommend future land uses for specific areas up and down Folsom Boulevard from La Riviera to the canal. These recommendations will represent our best assessment of how to combine these development strategies with market conditions. Like the "big ideas" in this memo, these recommendations should be taken as a starting point for community discussion.

The redevelopment of urban arterials involves long time frames. It took many years to establish Folsom Boulevard as a major inter-city route. The boulevard has evolved into its current state over the last 40 to 50 years, and it will probably take 25 to 35 years to fully realize its next phase of evolution. Getting started and completing the first significant new projects will likely take three to five years, and if these are carefully chosen and executed, the second round development they encourage will come in five to ten years.

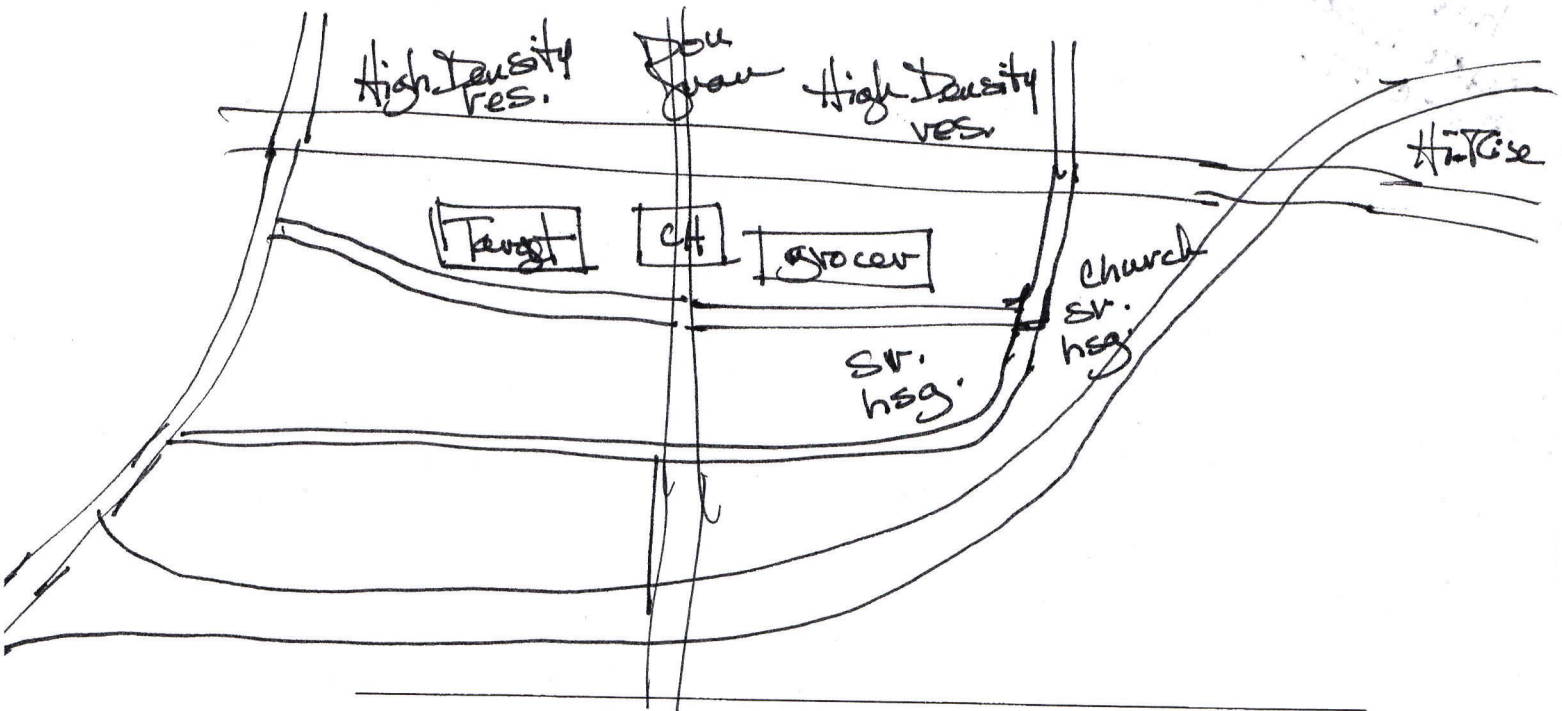
This is a very large, very long street. The public investment needs to be carefully focused, so that it catalyzes private investment nearby. Initial City efforts should focus on two or perhaps three major points of change. In the stakeholder interviews, most people gave the area around Zinfandel and at Mills Station as their highest priority for action. There is also much that can be done to rezone pure strip development to residential or mixed residential and commercial uses, but these changes will require strong community consensus.

Besides this community discussion, the important ingredient for success is leadership. For the plan to be a success, it needs leaders to help create it, to communicate it and who will use their political capital to see it achieved.

The Public Square

- Mainstreet
- City Hall
- Comm. Bldgs
- New residential
- Visibility
- Connections
- skyline

w/ as little disruption as possible & salvage bldgs.



MEMORANDUM

DATE: April 3, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works

SUBJECT: **STREET SIGN PROJECT**

RECOMMENDATION

Award the City's street sign project to the lowest responsive bidder, McGuire-Pacific Constructors, in the amount of $446,995.

RESULT OF RECOMMENDED ACTION

McGuire-Pacific Constructors will begin replacing old Sacramento County signs with our approved City of Rancho Cordova signs throughout the City of Rancho Cordova. Construction will begin in May 2006 upon City Council approval and be completed in October 2006.

BACKGROUND

Bids were solicited on the City of Rancho Cordova's web site as well as with the Sacramento and El Dorado Builders Exchange beginning January 11, 2006. The project was also advertised in The Grapevine Independent on January 20 and 27, 2006. The bids were publicly opened on February 16, 2006 at 2729 Prospect Park Dr., Rancho Cordova 95670.

Five (5) contractors bid on the project. The Engineer's estimate was $500,000. The low bid was $446,995, the average bid was $680,435, and the high bid was $930,194.30. The Bid Summary Sheet is provided in **Attachment A**. The low bid is 10.6% lower than the Engineer's estimate. This project is funded through Measure A funds.

Attachment A - Bid Summary Sheet
Attachment B - Agreement between McGuire-Pacific Constructors and the City of Rancho Cordova

AGENDA ITEM # 7

Street Sign Project

Rancho Cordova City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

February 16, 2006 - 2:00 P.M.

Letter Designation	Contractor	Base Bid Amount	Alternative 1	Proposal Signed	Bidder's Bond	Contractor's License	Non-Collusion	Designation of Subs	Experience Qualification
A	Fluoresco Lighting & Signs	$930,934.30	$826,467.10	Yes	Yes	Yes	Yes	No	Yes
B	Riley's Striping, Inc.	$897,750.00	$817,850.00	Yes	Yes	Yes	Yes	Yes	Yes
C	McGuire-Pacific Constructors	$446,995.00	$361,795.00	Yes	Yes	Yes	Yes	No	Yes
D	Chrisp Company	$668,780.00	$617,980.00	Yes	Yes	Yes	Yes	Yes	Yes
E	Centerline Striping Company, Inc.	$457,715.00	$448,790.00	Yes	Yes	Yes	Yes	Yes	Yes
F									
G									
H									
I									
J									
K									
L									
M									
N									

Attendees:
Carolyn Butler, Deputy City Clerk
Albert Stricker, Project Engineer
Kathy Garcia, Senior Civil Engineer
John Samuelson, Assistant Civil Engineer

Carolyn Butler, Deputy City Clerk

Attachment A

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND MCGUIRE-PACIFIC CONSTRUCTORS

THIS AGREEMENT made and entered into this day of _____, between the City of Rancho Cordova ("City") and McGuire-Pacific Constructors ("Contractor") as of _____, 2006.

W I T N E S S E T H:

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

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

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

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

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

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

Section 2. **SCOPE OF WORK.** That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 13-2006, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of Public Works Director of City of the Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

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

Section 4. **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: ($446,995.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

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

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

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

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

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

CITY OF RANCHO CORDOVA

Ted Gaebler, City Manager

CONTRACTOR

John McGuire Jr., Owner
McGuire-Pacific Constructors

Attest:

Lillian Hare, City Clerk

Approved as to Form:

Steve Meyers, City Attorney

MEMORANDUM

DATE: April 3, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 34-2006 APPROVING SUBDIVISION NO. 95-0533.8 FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 10 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 34-2006 (Attachment 1)** approving the subdivision titled "Final Map Villages of Zinfandel Unit No. 10", consisting of 5 proposed lots, located between Spoto Drive and The Folsom South Canal at the southeasterly extension of Zinfandel Drive.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 5 new industrial zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The County of Sacramento Board of Supervisors approved the Tentative Map on May 24, 2000. The developer demonstrated offsite expenditures pursuant to Government Code Section 66452.6 (a) (1) that allow the tentative map to be extended until May 24, 2010. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 929384633 with The Continental Insurance Company in the amount of $3,956,000.00. Bond No.

AGENDA ITEM # 8

929384633 with The Continental Insurance Company in the amount of $1,978,000.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

Attachments:
1 – Resolution No. 34-2006
2 – Subdivision Improvement Agreement
3 - Vicinity Map
4 - 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 34-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. 95-0533.8 FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 10

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Elliott Homes, Inc., an Arizona Corporation, and Stonecreek Industrial, LLC, a California Limited Liability Company** and the subdivision designated as **Subdivision No. 95-0533.8 of Villages of Zinfandel Unit No. 10** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rancho Cordova, held on the 3rd day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Contract No. 22-2006

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a political subdivision of the State of California (hereinafter "CITY"), and **ELLIOTT HOMES, INC., an Arizona Corporation, and STONECREEK INDUSTRIAL, LLC, a California Limited Liability Company** (hereinafter Principal").

RECITALS

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

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

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

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

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

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

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

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **Villages of Zinfandel Unit No.10** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

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

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

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

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

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

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

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

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$3,956,000.00** . The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF RANCHO CORDOVA

By_____

ATTEST:_____
Clerk of City of Rancho Cordova

PRINCIPAL

STONECREEK INDUSTRIAL, LLC,
a California Limited Liability Company

BY:_____ 3/17/06
Harry C. Elliott, III, Managing Member

ELLIOTT HOMES, INC.,
an Arizona Corporation

BY:_____ 3/17/06
Harry C. Elliott, III, President

a:\lim_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO } ss.

On MARCH 17, 2006 (Date) before me, SHERI HASSELL, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

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

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

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

WITNESS my hand and official seal.

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

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: SUBDIVISION IMPROVEMENT AGREEMENT (VILLAGES OF ZINFANDEL UNIT NO. 10)

Document Date: MARCH 17, 2006 Number of Pages: 8 INCL. ACK.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: HARRY C. ELLIOTT, III

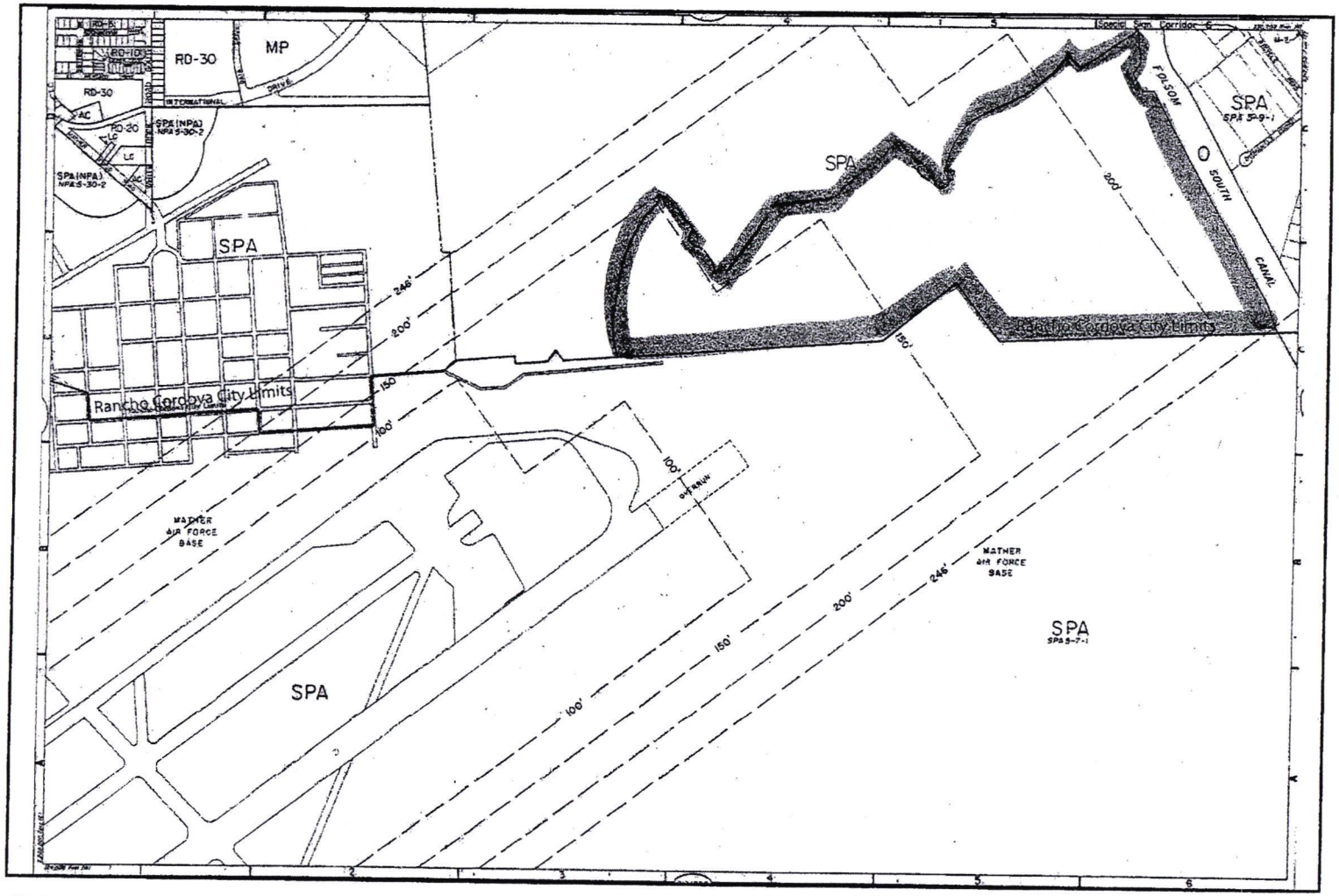
☐ Individual
☒ Corporate Officer — Title(s): MANAGING MEMBER - STONECREEK PRESIDENT - ELLIOTT HOMES, INC.
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: STONECREEK INDUSTRIAL, LLC ELLIOTT HOMES, INC.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ZONING MAP



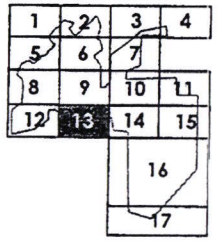
ZONING DESIGNATION	ZONE DESCRIPTION
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acres
RD-1	Single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

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 3

ZONING MAP SHEET 13

SUBDIVISION NO. 95-0533.8 OF
VILLAGES OF ZINFANDEL
UNIT NO. 10

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 10 AND DOES HEREBY DEDICATE TO ANY PUBLIC USES, THE PUBLIC DRIVE SHOWN HEREON AND ALSO OFFER FOR DEDICATION, AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, SEWER, WATER, DRAIN AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND VARYING IN WIDTHS AND CONTIGUOUS TO THE BOULEVARD AND DRIVES SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

C. AN EASEMENT FOR THE PURPOSE OF DIGGING CONSTRUCTING, RECONSTRUCTING, REPAIRING, AND FOREVER MAINTAINING THEREON A DRAINAGE CANAL, DITCH, OR PIPELINE FOR DRAINAGE PURPOSES, TOGETHER WITH THE SPOIL BANKS AND APPURTENANT STRUCTURES THEREOF OVER THAT CERTAIN REAL PROPERTY SHOWN HEREON AS LOTS C AND D AND DESIGNATED "DRAINAGE EASEMENT" (D.E.).

STONECREEK INDUSTRIAL, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

HARRY C. ELLIOTT III, MANAGING MEMBER

3.17.06
DATE

ELLIOTT HOMES, INC.,
AN ARIZONA CORPORATION

HARRY C ELLIOTT III, PRESIDENT

3.17.06
DATE

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Sacramento

ON March 17, 2006 BEFORE ME, Sheri Hassell, Notary Public,
PERSONALLY APPEARED, Harry C Elliott, III

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 WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

My Principal place of business is Sacramento County.
My Commission Expires Sept. 24, 2007
Commission # 1436607

(SEAL)

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ELLIOTT HOMES, INC. IN APRIL 2006. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY APRIL 2008, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
EXP:09-30-06
No. 6815
STATE OF CALIFORNIA

MICHAEL E. LONG
P.L.S. 6815 EXP. 09-30-06
WOOD RODGERS, INC.

3/15/06
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF VILLAGES OF ZINFANDEL UNIT NO. 10 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

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

CITY CLERK'S STATEMENT

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

DATE: _____

CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

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

SIGNED: _____ BY: _____
COUNTY RECORDER DEPUTY

FINAL MAP NO. 95-0533.8 OF

VILLAGES OF ZINFANDEL
UNIT NO. 10

BEING A PORTION OF PARCEL 7 OF THE "COOK CAPITOL CENTER" PARCEL MAP FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS AND SITUATE WITHIN SECTIONS 1, 2 AND 12, T. 8 N., R. 6 E., AND SECTIONS 6 AND 7, T. 8 N., R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

APRIL 2006

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Sacramento, CA 95816 Fax 916.341.7767

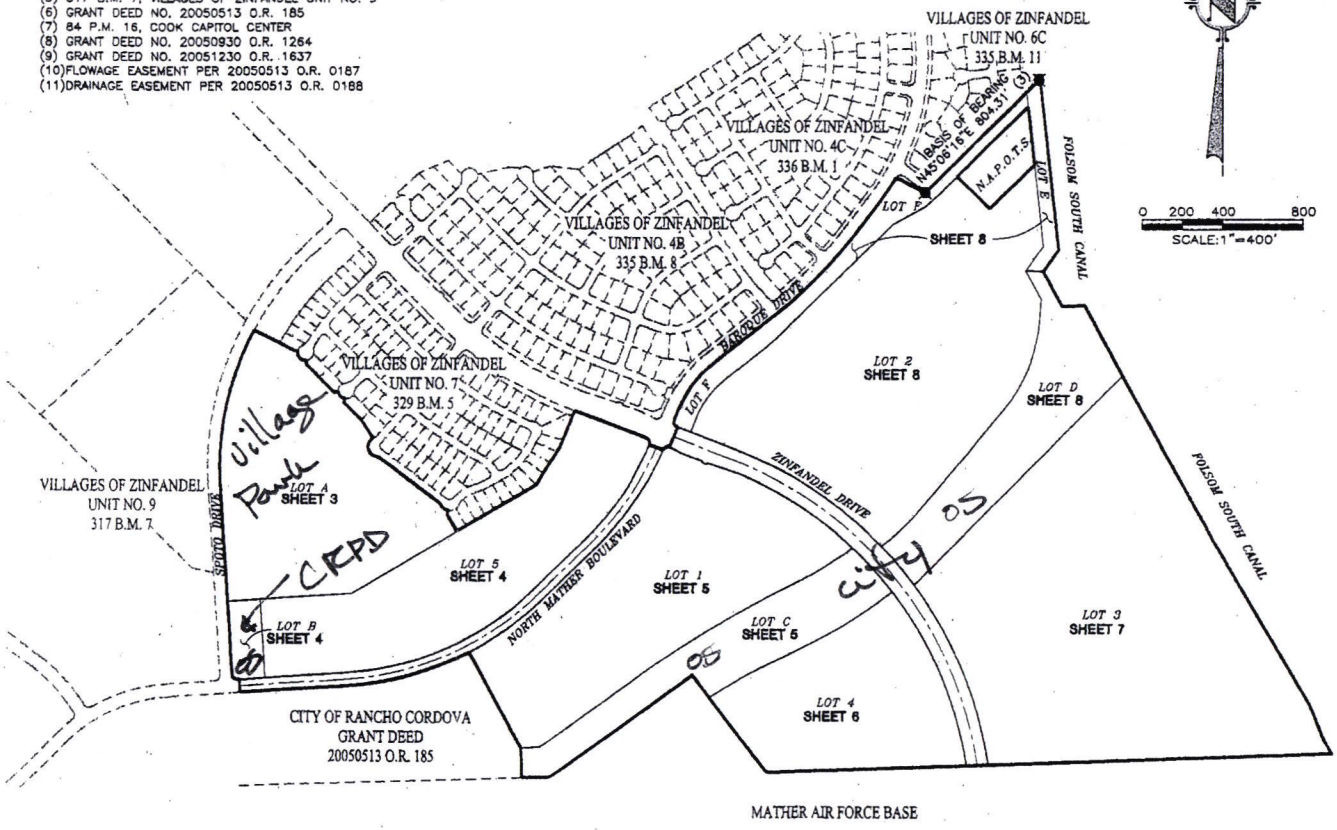
Attachment 4

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN ON THE FINAL MAP ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 6C" AND RECORDED IN BOOK 335 OF MAPS, AT PAGE 11, IN SAID COUNTY, SAID LINE IS TAKEN TO BEAR NORTH 45°06'16" EAST.

REFERENCES

(1) 335 B.M. 8, VILLAGES OF ZINFANDEL UNIT NO. 4B
(2) 336 B.M. 1, VILLAGES OF ZINFANDEL UNIT NO. 4C
(3) 335 B.M. 11, VILLAGES OF ZINFANDEL UNIT NO. 6C
(4) 329 B.M. 5, VILLAGES OF ZINFANDEL UNIT NO. 7
(5) 317 B.M. 7, VILLAGES OF ZINFANDEL UNIT NO. 9
(6) GRANT DEED NO. 20050513 O.R. 185
(7) 84 P.M. 16, COOK CAPITOL CENTER
(8) GRANT DEED NO. 20050930 O.R. 1264
(9) GRANT DEED NO. 20051230 O.R. 1637
(10) FLOWAGE EASEMENT PER 20050513 O.R. 0187
(11) DRAINAGE EASEMENT PER 20050513 O.R. 0188



NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 222.81 ACRES GROSS, CONSISTING OF 5 BUILDING LOTS AND 6 MISCELLANEOUS LOTS.
3. LOTS A, B, E, AND F SHALL BE OWNED AND MAINTAINED BY CORDOVA RECREATION AND PARK DISTRICT.
4. LOTS C AND D SHALL BE OWNED AND MAINTAINED BY THE CITY OF RANCHO CORDOVA.
5. LOT A IS DESIGNATED FOR COMMUNITY PARK PURPOSES.
6. LOT B, C, AND D ARE DESIGNATED AS A OPEN SPACE AND DRAINAGE PURPOSES.
7. LOT E AND F ARE DESIGNATED FOR OPEN SPACE AND GREENBELT PURPOSES.
8. THE DRAINAGE EASEMENT PER 84 P.M. 16, NOT SHOWN HEREON IS ABANDONED PURSUANT TO SECTION 6649920 $\frac{1}{2}$ OF THE GOVERNMENT CODE.
9. PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE, KUHL, AND ASSOCIATES DATED MARCH 2, 2001. A COPY OF THE REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.
10. THERE IS A FIVE (5) FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHT OF WAYS SHOWN HEREON.
11. THESE LOTS ARE AFFECTED BY AN AVIGATION AND NOISE EASEMENT RECORDED IN BOOK 20050526, AT PAGE 0184 OF OFFICIAL RECORDS.

LEGEND

O	DIMENSION POINT
⊥	SET 5/8" REBAR CAPPED L.S. 6815 AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS OR 1" BRASS DISK STAMPED L.S. 6815 AT 1.00' PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS.
◎	SET 3/4" IRON PIPE WITH PLUG – L.S. 6815
⌑	SET 1–1/4" IRON PIPE WITH PLUG – L.S. 6815
◉	FOUND 3/4" IRON PIPE WITH PLUG – L.S. 6815
⊠	FOUND 1–1/4" IRON PIPE WITH PLUG – L.S. 6815– WITNESS CORNER
⊛	FOUND T–BAR AS NOTED
■	FOUND 1–1/4" IRON PIPE WITH PLUG – L.S. 6815
( )	RECORD INFORMATION PER REFERENCE
(R)	RADIAL LINE
P.U.E.	PUBLIC UTILITY EASEMENT
DELTA	XX° XX' XX"
D.E.	DRAINAGE EASEMENT

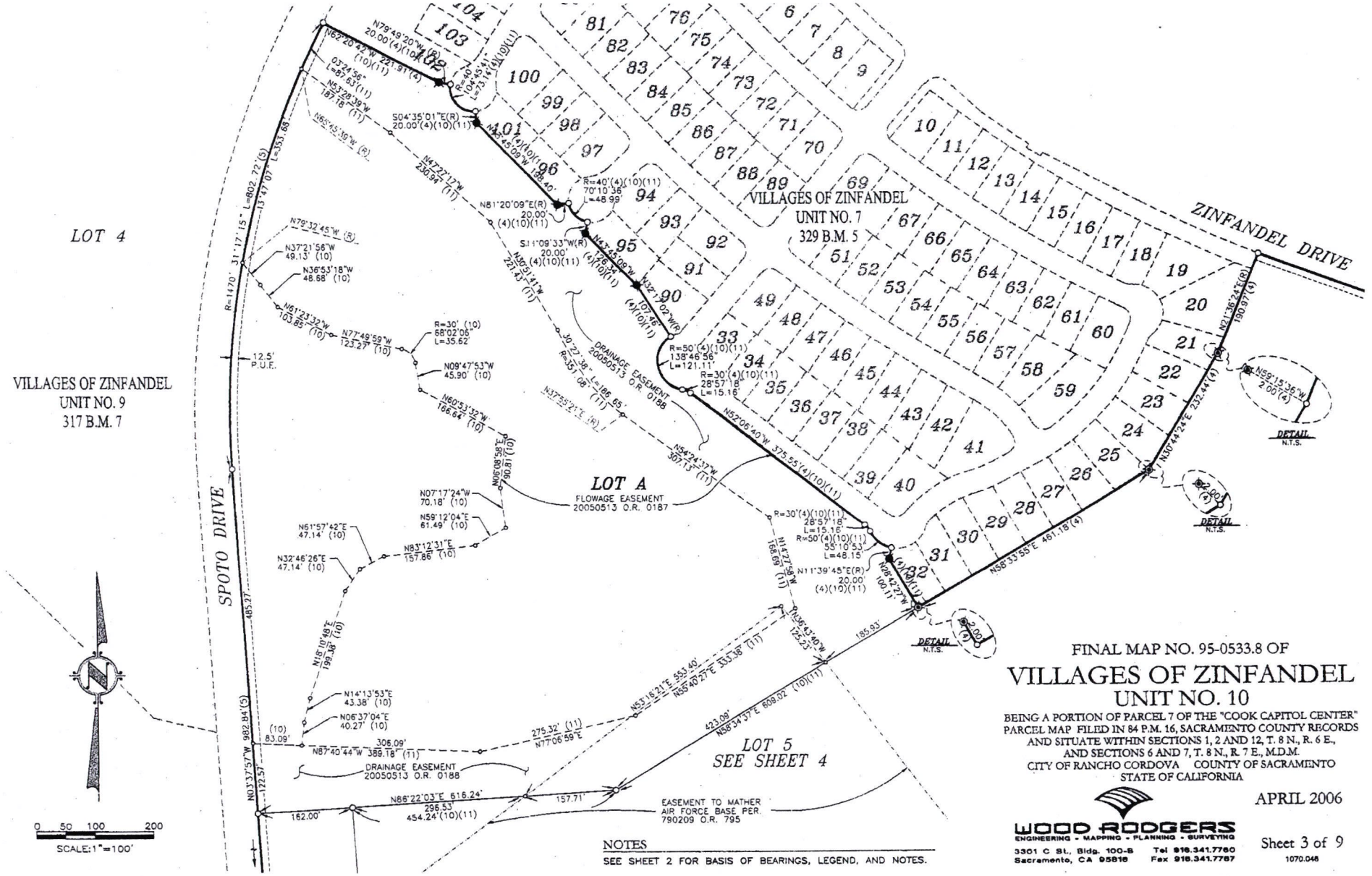
FINAL MAP NO. 95-0533.8 OF

VILLAGES OF ZINFANDEL
UNIT NO. 10

BEING A PORTION OF PARCEL 7 OF THE "COOK CAPITOL CENTER" PARCEL MAP FILED IN 84 P.M. 16, SACRAMENTO COUNTY RECORDS AND SITUATE WITHIN SECTIONS 1, 2 AND 12, T. 8 N., R. 6 E., AND SECTIONS 6 AND 7, T. 8 N., R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

APRIL 2006

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Sacramento, CA 95816 Fax 916.341.7767



NOTES

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

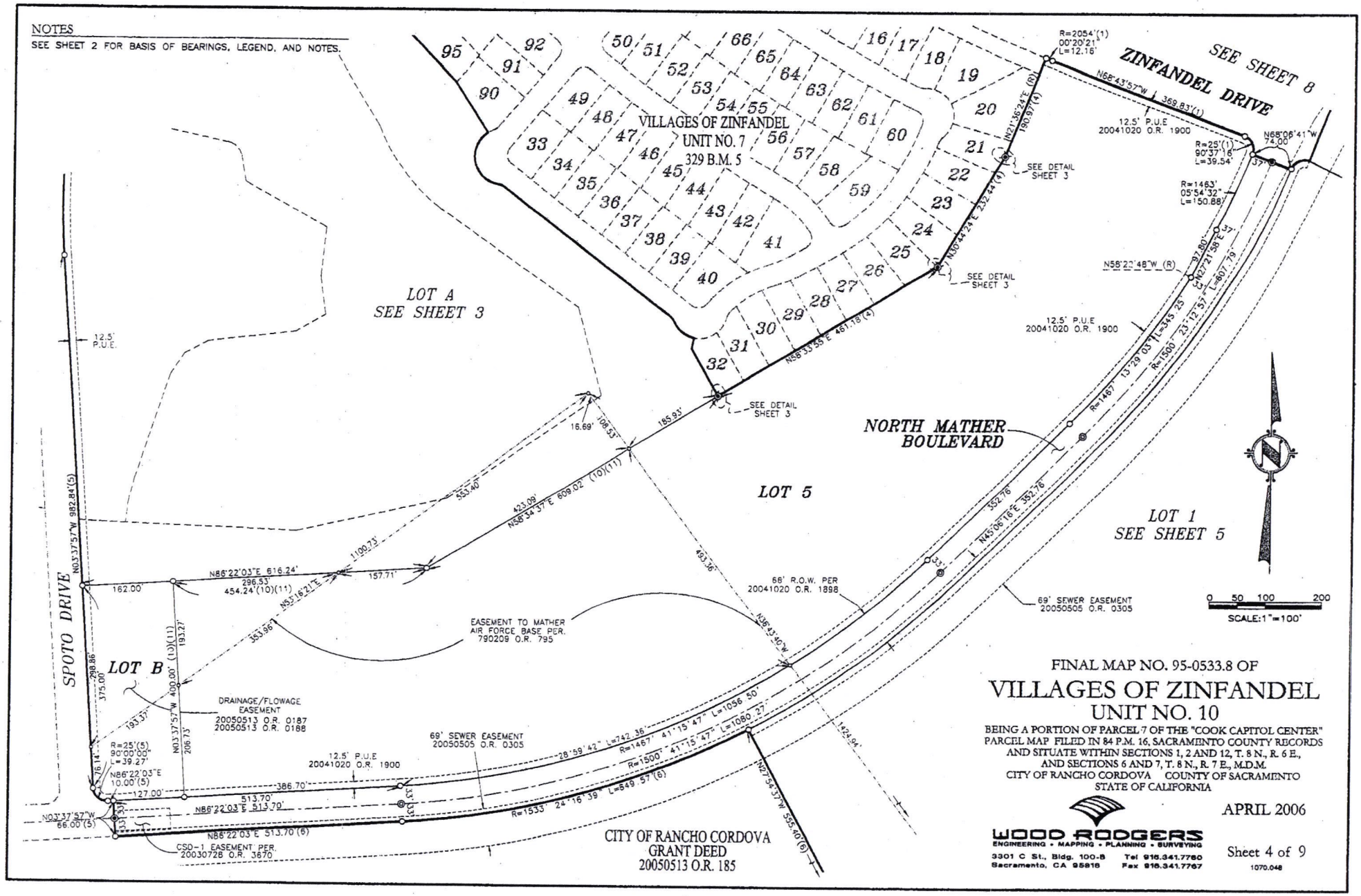
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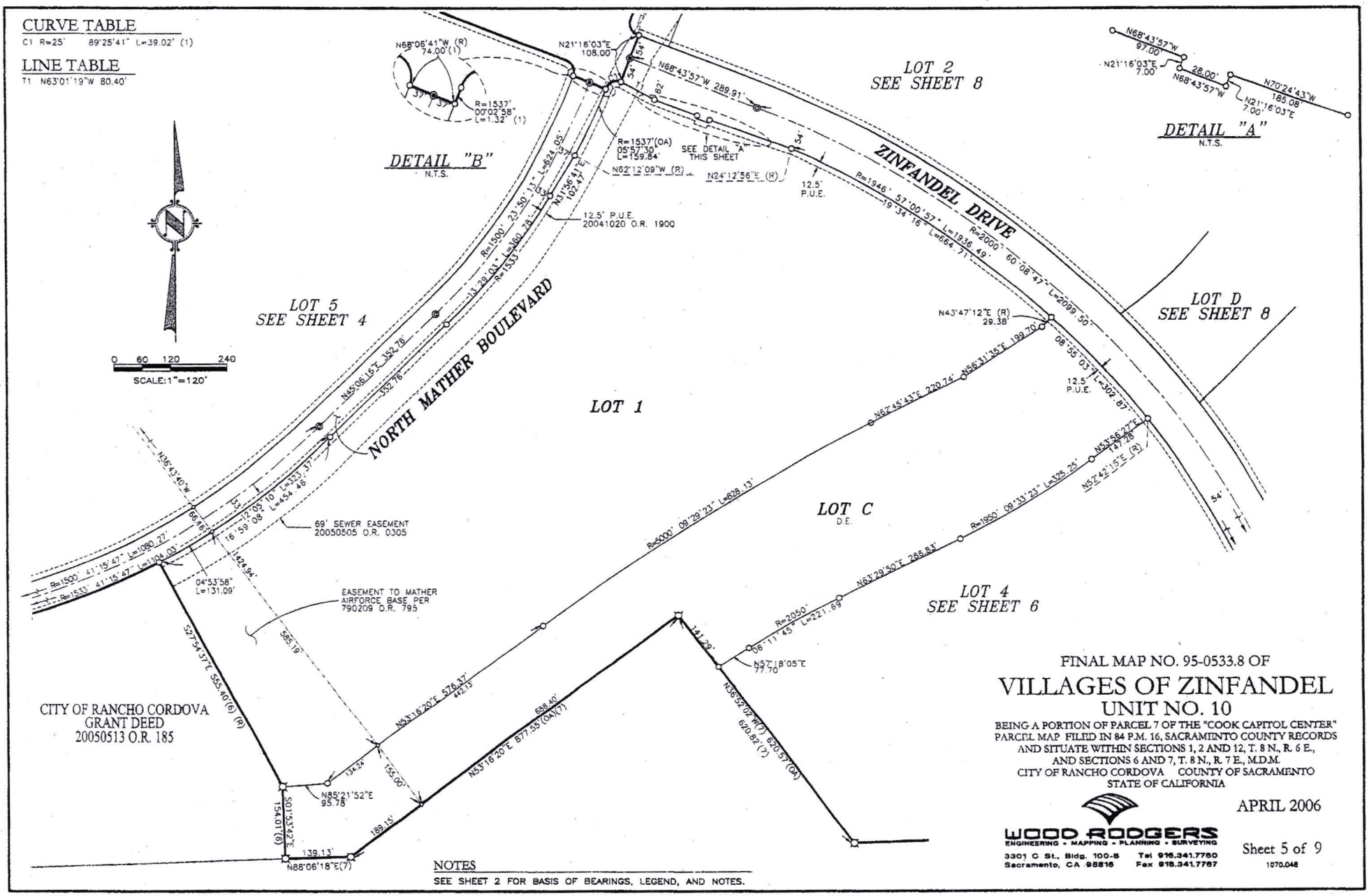
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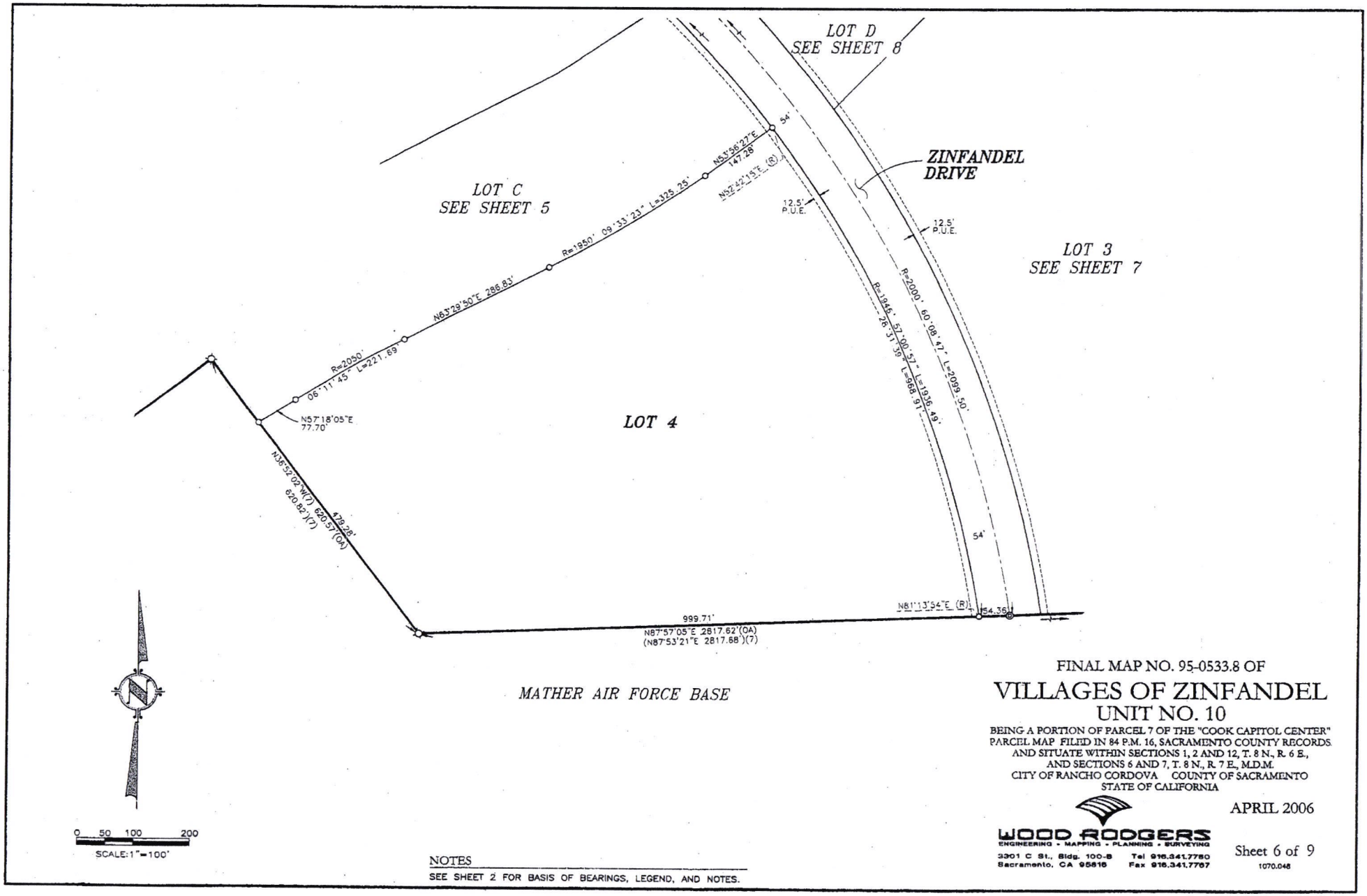
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MATHER AIR FORCE BASE

NOTES

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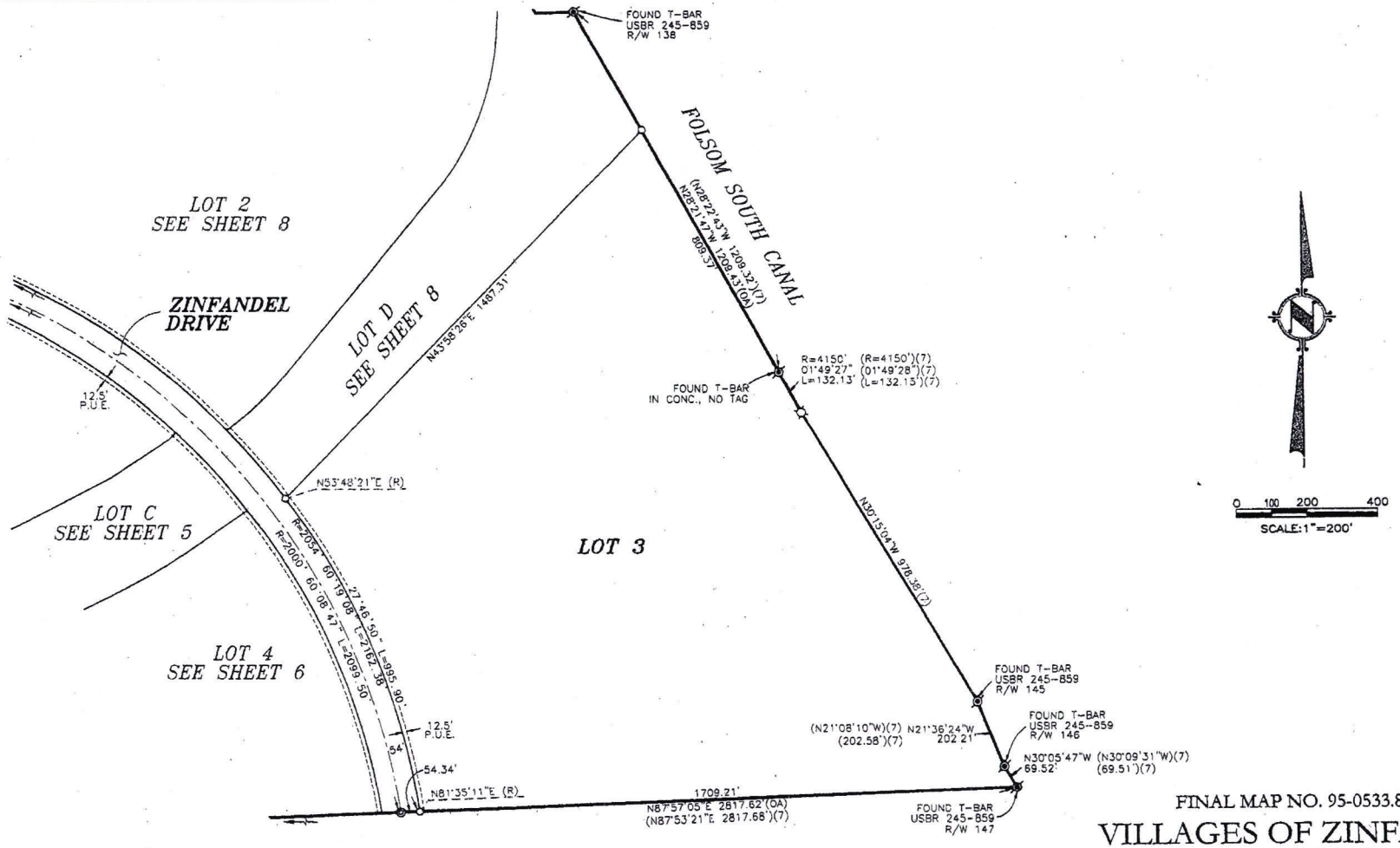
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1070.048

NOTES

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

NOTES

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CURVE TABLE

C1	R=25'	89°25'41"	L=39.02' (1)
C2	R=25'	90°00'00"	L=39.27' (1)
C3	R=567'	09°48'15"	L=97.02' (1)

LINE TABLE

T1	N68°43'57"W	66.08'	
T2	N21°16'03"E	58.45'	(1)
T3	N28°47'18"E	40.03'	(1)



DETAIL
N.T.S.

DETAIL 'B'
N.T.S.

0 100 200 400
SCALE:1"=200'

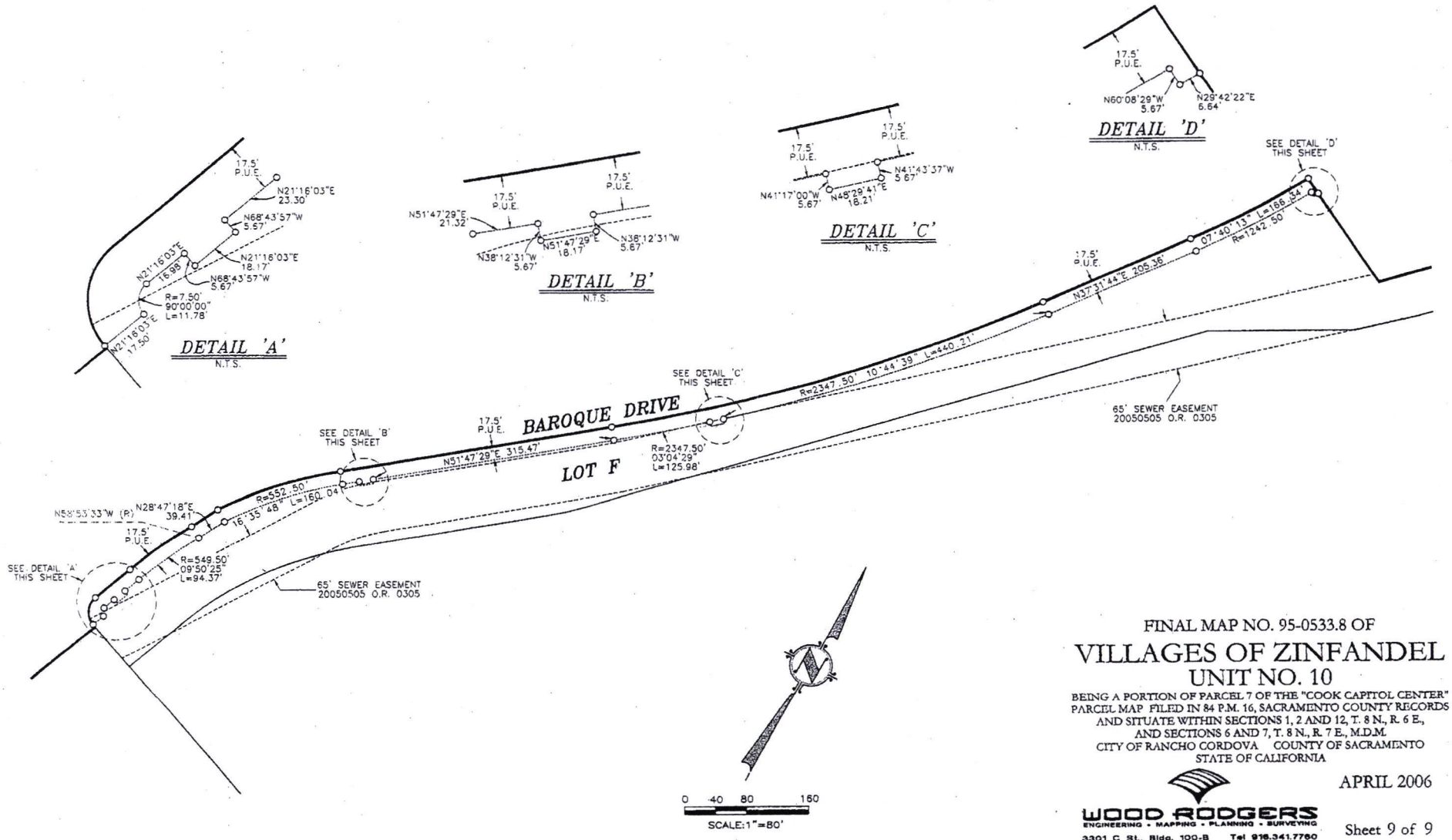
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1070.048

CITY OF RANCHO CORDOVA

ORDINANCE NO. 12-2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 10.24, "PARKING REGULATION," TO ADD SECTION 10.24.075, "PROHIBITION OF PARKING COMMERCIAL AND RECREATIONAL VEHICLES ON PUBLIC ROADWAYS"

RECITALS

WHEREAS, the City Council finds that a hazard exists within the City in connection with the on-street parking on public rights-of-way of large recreational vehicles and commercial trailers and semi-trailer rigs; and

WHEREAS, there have been instances where the owners or operators of commercial trailers, commercial semi-trailers and trailer rigs have detached the commercial trailers or semi-trailers from the truck tractor thereof, and have left the same stored upon public streets; and

WHEREAS, storage of large recreational vehicles and attached and detached trailers and semi-trailers on public streets is detrimental to the public health, safety and welfare inasmuch as the same are a hazard to traffic and other persons lawfully using the streets, and that such storage is not the parking or standing of a vehicle as contemplated by this Code; and

WHEREAS, the storage of detached trailers or semi-trailers on public streets is not an authorized public use of the streets, and should be restricted; and

WHEREAS, the City Council finds that there is a need to prohibit the parking and storage of certain commercial and recreational vehicles on certain streets within the City of Rancho Cordova; and

WHEREAS, the City Council finds that California Vehicle Code Section 22507 authorizes the adoption of local regulations prohibiting the parking and storage of vehicles on city streets; and

WHEREAS, the City Council finds that the adoption of this Ordinance will not result in any reasonably foreseeable physical change in the environment and thus adoption of this Ordinance does not constitute a "project" for purpose of the California Environmental Quality Act.

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

SECTION 1. Rancho Cordova Municipal Code Chapter 10.24, "Parking Regulation," is hereby amended by adding Section 10.24.075, "Prohibition of Parking Commercial and Recreational Vehicles on Public Roadways," to read as follows:

AGENDA ITEM #9

"10.24.075 Prohibition of Parking Commercial and Recreational Vehicles on Public Roadways.

a. No person who owns or has custody or control of any commercial or recreational vehicle shall park or store such vehicle on any public street, highway or right of way within the City limits of City of Rancho Cordova that is not within a designated heavy industrial zone (M-2 classification), or other areas specifically posted to permit parking or unless otherwise authorized by subsections 10.24.070 (h) or 10.24.070(i).

b. "Commercial or recreational vehicle" includes, but is not limited, to all motorized and non-motorized tractors, trailers, semi-trailers, vans, trucks, open bed or flat bed pickups, mobile equipment, machinery, motor homes, campers, or other vehicles which meet one or more of the following criteria:

1. Vehicle or load height exceeds 7 feet; or
2. Vehicle or load width exceeds 7.5 feet, as measured from the widest portion of the vehicle or load, but not including mirrors; or
3. Vehicle or load length exceeds 20 feet (in combination with any attached trailers); or
4. Manufacturer's gross vehicle weight rating exceeds 10,000 pounds; or
5. Any non-motorized vehicle regardless of its height, width, length or weight when it has been detached from a motor vehicle that is capable of towing such vehicle.

c. This section shall not prohibit the parking of commercial and recreational vehicles if they are at the time engaged in any of the following activities.

1. Loading or unloading of persons and/or property; or
2. Parked in connection with or in the aid of the immediate performance of a service to or on a property in the immediate proximity in which such vehicle is parked; or
3. Parked or left standing to allow the operator respite in the immediate proximity in which such vehicle is parked for a period of not to exceed 30 minutes; or
4. Parked or left standing as a result of a mechanical breakdown so as to allow for the performance of emergency repairs on the vehicle, or while waiting for a tow operator for a period not to exceed two hours; or
5. Parked or left standing as allowed by a permit issued by the City pursuant to established procedures; or
6. Emergency vehicles of any political subdivision of the State of California or of a public utility, while the driver of any such vehicle is engaged in the necessary performance of public emergency duties; or
7. Parking of motor homes, trailer coaches, recreational trailers, truck campers, camping trailers, or boat trailers designed for personal use for less than 72 hours in a residential district.

d. The traffic engineer shall place appropriate signs on all streets, roads or highways, as the traffic engineer may determine will best serve to give notice of this section, indicating the affected residential and commercial streets, roads or highways where commercial vehicle parking is prohibited.

e. Any person violating any of the provisions of this Section is guilty of an infraction and upon conviction thereof shall be punished by (1) a fine not exceeding one hundred dollars ($100) for a first violation; (2) a fine not exceeding two hundred dollars ($200) for a second violation within one year; (3) a fine not exceeding five hundred dollars ($500) for each additional
violation within one year.

SECTION 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3. Effective Date and Publication

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

PASSED AND ADOPTED this _____ day of _____, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE 09- 2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING THE SUNRIDGE SPECIFIC PLAN DESIGNATIONS AND THE ZONING OF THE MONTELENA PROJECT ON ASSESSOR PARCEL NUMBERS 067 0030 012, 013, 014, 015, 017 AND 018

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova General Plan and the Zoning within the Sunridge Specific Plan to assign a change to the General Plan/Specific Plan Designations and Zoning of the parcels specified within the attached Exhibits A and B.

Section 2: Findings

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

   Evidence: An Initial Environmental Study was prepared for the proposed project that addressed the impacts of the General Plan/Specific Plan Amendment and Rezone of the Montelena projects. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence the project will have a significant adverse impact on the environment.

2. Finding: The proposed Specific Plan Amendment and Rezone request will implement and be consistent with goals and policies of the General Plan of the City of Rancho Cordova and the Sunridge Specific Plan.

   Evidence: The following supports the Specific Plan Amendment and the Rezone.

   - This project is consistent with the Sunridge Specific Plan, which has been included within the Interim General Plan for internal consistency. The density of the project has increased in the areas suitable for development and would be consistent with regional goals for increasing density and preserving more open space, which the Montelena project accomplishes.

   - The developers and City have agreed to a Development Agreement that will provide additional revenues for police protection, park improvement fees, existing park renovation fees and future street maintenance district. The Development Agreement and the existing Community Facilities District applied to the Specific Plan will offset the costs associated with extending public services to the new development.

   - This project is providing the appropriate street system to serve the proposed lots and is making the adequate pedestrian connections to adjoining land uses, given terrain differences and proximity to existing developments and barriers. In addition, the Montelena projects are participants with other adjacent development interests in the construction of significant on and off-site infrastructure as is required by the Sunridge Specific Plan.

AGENDA ITEM # 10

- Five parks are included within the proposed Montelena project totaling approximately 20.2 acres. A requirement of 7 acres per 1,000 population results in a park requirement of 18.1 acres. The proposed park space exceeds the minimum requirement by approximately 2.1 acres.

- The project has provided many opportunities for non-vehicular access through the Montelena projects. Dedicated greenway and paseos are provided to connect the on-site parks and to the adjacent school. A major trail corridor extends around the wetland and another trail is adjacent to Chrysanthy Blvd and Jaeger Road. The substantive goals of the City with regard to open space connections have been met.

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

Section 3: Action

The City Council hereby amends the Sunridge Specific Plan and the Zoning of the City of Rancho Cordova for Assessor's Parcel Number 067-0030-012, 013, 014, 015, 017 and 018, as shown on the attached Exhibits A and B.

Section 4: No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 6: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within 15 days after its passage, a summary of the ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 20th day of March, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
ROBERT J. MCGARVEY, MAYOR

ATTEST:

_____
LILLIAN E. HARE, CITY CLERK

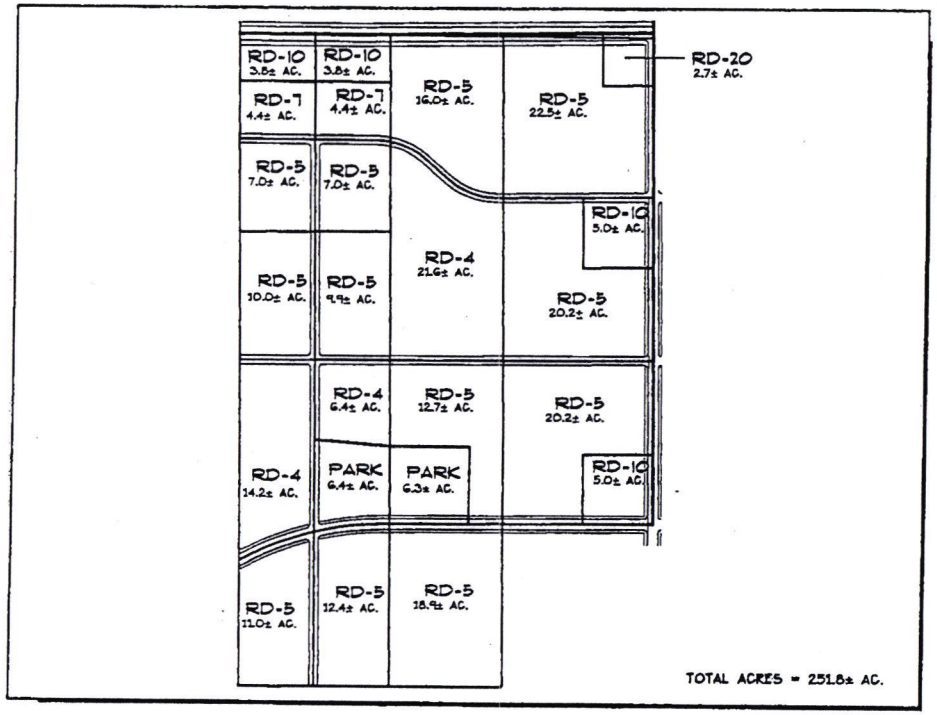
SPECIFIC PLAN AMENDMENT EXHIBIT

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

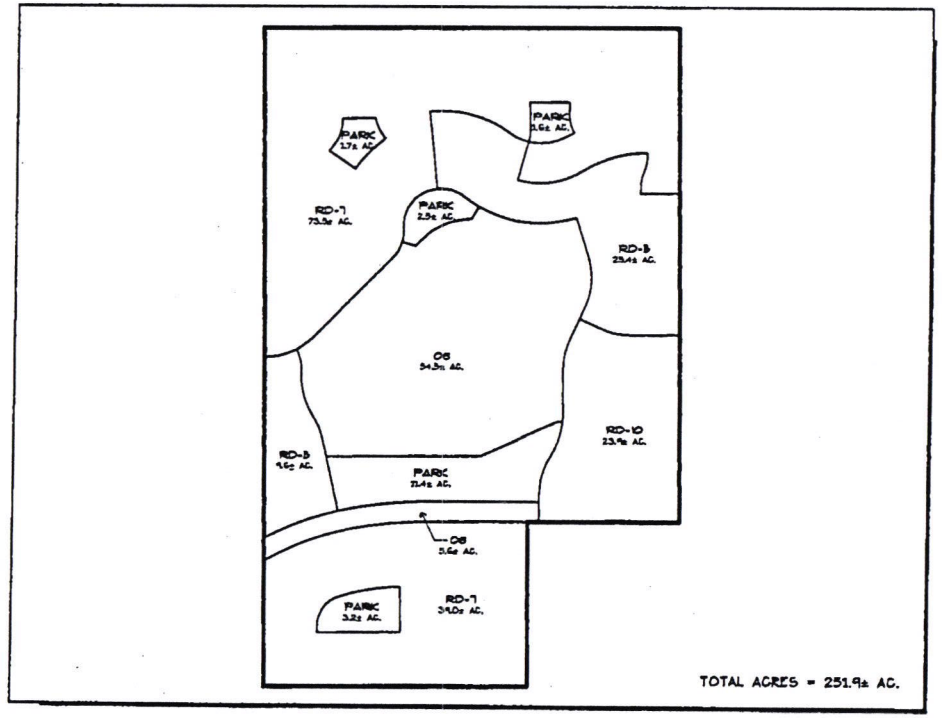
APRIL 22, 2005

(REVISED SEPTEMBER 12, 2005)

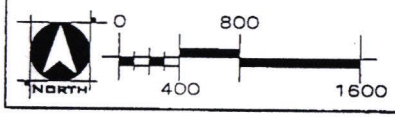


Existing Specific Plan

INFORMATION SHOWN ABOVE IS AS SHOWN IN THE SUNRIDGE SPECIFIC PLAN DATED APRIL 2002.



Proposed Specific Plan



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

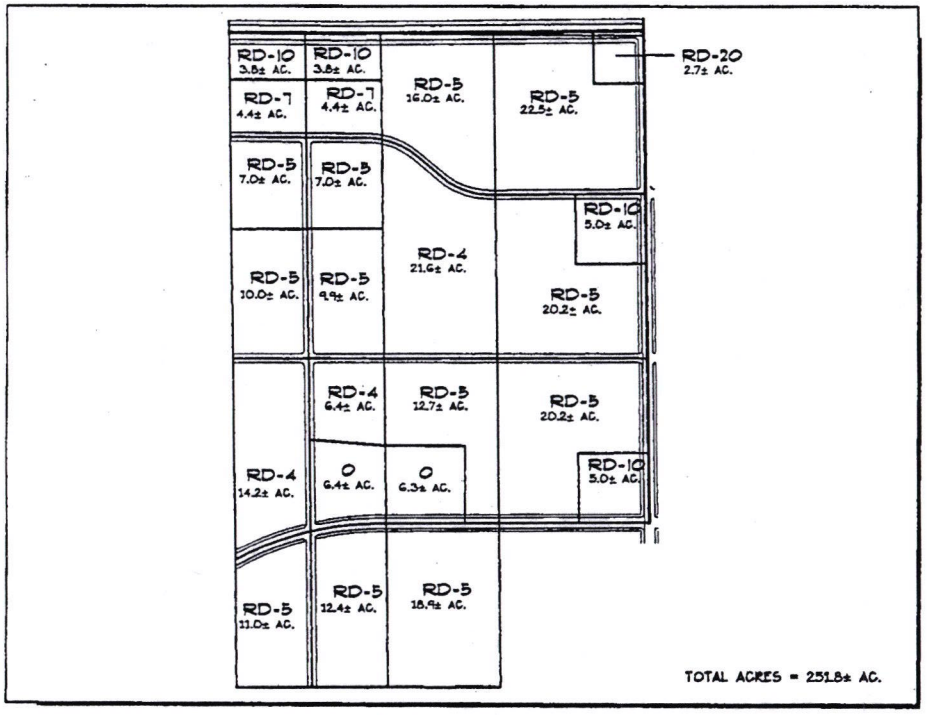
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Exhibit A

REZONE EXHIBIT

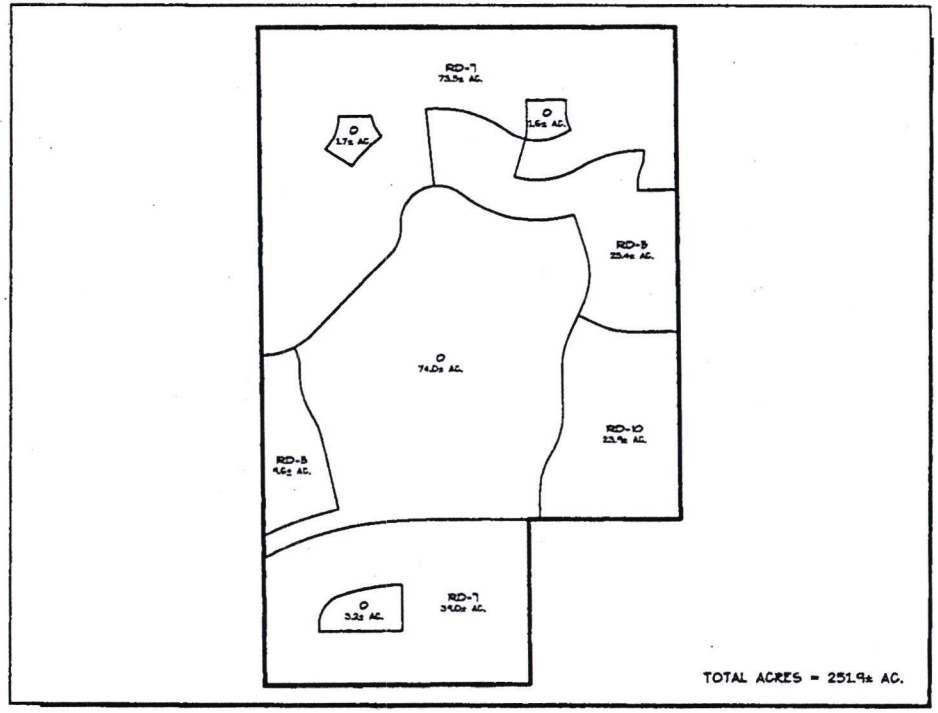
MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA
APRIL 22, 2005
(REVISED AUGUST 29, 2005)

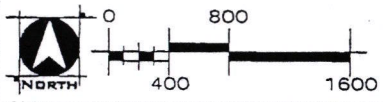


Existing Zoning

ZONING INFORMATION SHOWN ABOVE IS AS SHOWN IN THE SUNRIDGE SPECIFIC PLAN DATED APRIL 2005.



Proposed Zoning



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

REZONE EXHIBIT - MONTELENA

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Exhibit B

CITY OF RANCHO CORDOVA

ORDINANCE NO. 10-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A DEVELOPMENT AGREEMENT FOR MONTELENA

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 Montelena Project is located south of Douglas Road and west of Jaeger Road, which is within the Sunridge Specific Plan ("Specific Plan") and which is designated as Low Density Residential by the General Plan and the Community Plan.

C. Development Agreement was filed requesting approval between the City of Rancho Cordova and the copy of which is attached hereto as Exhibit A.

D. On February 23, 2006, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement.

E. On March 20, 2006, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

F. In 2002, Sacramento County ("County"), certified as adequate and complete the Final EIR (the "EIR") for Sunridge Specific Plan and Zoning Ordinance for the Montelena project. The City also approved a Mitigated Negative Declaration for the Tentative Subdivision Map for the Montelena project on February 21, 2006. Mitigation measures were required in the EIR and Mitigated Negative Declaration and are incorporated into the Montelena project and into the terms and conditions of the Development Agreement.

G. Pursuant to the California Environmental Quality Act, the City has performed an Initial Study and issued a Mitigated Negative Declaration for the Montelena project Tentative Subdivision Map, which concluded that: (a) the Montelena 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 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 Montelena project is Low Density Residential and the proposed projects will to create 879 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 public services, 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 projects' approval include the Rezoning of the Property as adopted by the City on March 20, 2006 by City Ordinance 09-2006.

C. The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Montelena 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 (Exhibit A) and authorizes the City Manager to sign them after the effective date of the amendment in Section 4, below.

Section 4: Amendment of the Zoning Code

Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans," is hereby amended by adding the following section:

"101-818. Development Agreement between the City and CP Sunridge LLC, (RC-04-132)."

Pursuant to Government Code section 57376, the City Council hereby declares its intention that Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, as amended, shall supersede Title I, Chapter 1, Article 4 of the Sacramento County Zoning Code

Section 5: Recordation

Within ten (10) days after the Development Agreement is executed by the City Manager, the City Clerk shall submit the Agreements to the County Recorder for recordation.

Section 6: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 20th day of March, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
ROBERT J. MCGARVEY, MAYOR

ATTEST:

_____
LILLIAN E. HARE, CITY CLERK

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF RANCHO CORDOVA

AND

CP SUNRIDGE, LLC, AS LANDOWNERS

RELATIVE TO MONTELENA

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DEVELOPMENT AGREEMENT
RELATIVE TO MONTELENA

This Development Agreement is entered into as of this _____ day of _____, 2006, by and between City OF RANCHO CORDOVA, a municipal corporation ("City"), CP SUNRIDGE, LLC, a California limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. **Authorization**. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes 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 City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project.** Landowner has obtained various approvals from City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a project known as Montelena (the "Project") to be located on the Property.

4. **Public Hearing**. On February 23, 2006, the Planning Commission of City of Rancho Cordova, serving as 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 City Council.

5. **Environmental Review**. On March 20, 2006, City Council certified as adequate and complete, the Mitigated Negative Declaration ("MND") for the Project. Mitigation measures were required in the MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by City Council concurrently with this Agreement.

6. **Project Approvals**. The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

6.1. The Sunridge Specific Plan adopted by County, as adopted by City on July 1, 2003, by City Resolution No. 06-2003 (the "Specific Plan");

6.2. The MND. The Mitigation Measures in both the Environmental Impact Report ("EIR") and the MND are incorporated into the Project and into the terms and conditions of this Agreement.

6.3. The Rezoning of the Property, approved by City on March 20, 2006, by City Ordinance No. 09-2006;

6.4. The Sunrise Douglas Community Plan approved by the Sacramento County Board of Supervisors on July 17, 2002, and adopted by City Resolution No. 2002-0900;

6.5. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit B approved by City on _____, by City Resolution No. _____;

6.6. The Small Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C approved by City on _____, by City Resolution No. _____;

6.7. This Development Agreement, as adopted by City Ordinance No. _____ (the "Adopting Ordinance"), on _____, 2006.

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 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 City of Rancho Cordova, as set forth in City Municipal Code.

10. **Consistency with General and Specific Plan**. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ___-06, City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan and specific plan consistency.

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

AGREEMENT

1. **Incorporation of Recitals**. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. **Description of Property**. The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto ("Property").

3. **Interest of Landowner**. The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. **Relationship of City and Landowner**. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. 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 City and Landowner joint venturers or partners.

5. **Effective Date and Term**.

5.1. Effective Date. The effective date of this Agreement ("Effective Date") is _____2006, which is the effective date of City Ordinance No._____, adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

5.3. Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. **Use of Property**.

6.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of

the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit D-1 and Exhibit D-2.

6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals; provided however, Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

6.4. Additional Conditions.

6.4.1. New Park Development Obligation. The Project shall be subject to Resolution No. 28-2005, which establishes revised standards for park and open space in the City. Landowner shall pay development impact fees to mitigate the costs of designing, constructing and installing park improvements based on the seven (7) acre per one thousand (1,000) population standard as set forth in Resolution No. 28-2005. These development impact fees shall be in the amount of eleven thousand and twenty-seven dollars ($11,027) per single-family residential parcel or residential parcel equivalent which shall be adjusted on an annual basis beginning on March 1st 2007, by the higher of either: (a) the method described in City Ordinance No. 24-2004, Section 16.83.200, relating to the establishment of development impact fees within the Sunrise Douglas Community Plan which provides for an annual program fee adjustment, (b) the method provided in any subsequent revisions of City Ordinance No. 24-2004, or (c) four (4) percent,. The development impact fee of eleven thousand and twenty-seven dollars ($11,027) shall not include the costs of park street frontage improvements. To fulfill park land dedication obligation, Landowner shall be obligated to provide improved park land and park land in-lieu fees to the Cordova Recreation and Park District to satisfy a total park land obligation of 18.15 net acres (calculated as 7 acres of park land per 1,000 residents). Landowner will satisfy this obligation as follows:

i. By dedicating 18.1 net acres of land within the Project to Cordova Recreation and Parks District for use as park property and recreation facilities, together with additional land for landscape corridors, open space and/or flood plain or water detention areas required by City. The land to be dedicated for park and recreational purposes is

set forth more specifically in Exhibit E attached hereto and incorporated herein by this reference as "Dedicated Land;" and,

ii. Pay fees in-lieu of dedication to City for use by Cordova Recreation and Parks District in providing park and recreational facilities to serve the residents of the Project to the extent that the dedication of land does not satisfy Landowners park land dedication obligation specified in Section 6.4.1(i). Therefore, Landowner shall pay in-lieu fees on the balance of the total park/land obligation of 0.05 net acres. The calculation of in-lieu fees shall be based on 2.95 residents per dwelling unit and the appraised value of the Dedicated Land valued after approval of the tentative map, or by agreement among Landowner, City and Codorva Recreation and Parks District, which agreement shall be in writing.

6.4.2. Timing of Dedications and Improvements of Parks. Prior to the recordation of any small lot final map for the Project or for any individual residential or non-residential parcel of the Property, but not prior to construction of model homes, Landowner shall: (1) fulfill the obligations described in Resolution No. 28-2005, and, (2) enter into a park improvement agreement with the Cordova Recreation and Park District. Landowner shall pay to City any fees in-lieu of dedication required under Section 6.4.1 prior to the recordation of any small lot final subdivision map for the Project. Prior to the issuance of the first building permit for the Project, Landowner agrees to commence construction of the improvements described in the park improvement agreement to be entered into between Landowner and the Cordova Recreation and Park District, and pay development impact fees referenced in Section 6.4.1. The park improvement agreement shall address, but not be limited to the specific facilities to be constructed by Landowner, deeding of the dedicated land to the Cordova Recreation and Park District, payment of fees to be paid by Landowner, payment of park impact fees and receipt of credits and reimbursements as determined appropriate by the Cordova Recreation and Park District and City against park impact development fees for park improvements constructed within the Project by Landowner, and reference to the requirements in this Section regarding the timing of construction of improvements and the payment of fees. Landowner agrees to complete construction of all the improvements as described and set forth by the park improvement agreement. The City shall be named a third party beneficiary to the park improvement agreement. Landowner shall pay all costs incurred by City and the Cordova Recreation and Park District in preparing the park improvement agreement. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirements described in Section 6.4.1 and 6.4.2.

6.4.3. In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that it shall pay 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 City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion to acquire, renovate, repair, improve or maintain parks or open space in that portion of City outlined in Exhibit G. This payment is made voluntarily by 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. A vote by Landowner to repeal or amend the special tax shall constitute an event of default under this Agreement and in addition to all other remedies, Landowner shall be obligated to pay under this Agreement, the difference between the amount of the tax before the vote to repeal or amend the tax, and the amount of the proposed special tax. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. 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. City is in the process of preparing a General Plan Fiscal Analysis which will include a review of the current shortfall of revenue for police services, and a new proposed amount of the special police tax. The special tax shall be in the amount of the lesser of (1) $450 annually, per single-family residential parcel or residential parcel equivalent, and $0.25 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses), or (2) the amount calculated in the General Plan Fiscal Analysis which City is in the process of preparing. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. 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 City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by Landowner.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. **Rules Regarding Permitted Uses**. Except as provided in this Agreement, City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

7.2. **Rules Regarding Design and Construction**. Unless otherwise expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications

applicable to the Project and to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

7.4. Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. Subsequently Enacted Fees, Dedications, Assessments and Taxes.

8.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2. Development Impact Fees, Exactions and Dedications. Landowner shall pay all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to support in the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except as otherwise provided in this Agreement, Exactions required by City to be paid by Landowner that do not meet one of the preceding criteria, shall be the Exactions authorized as of the Effective Date. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District (CFD) or other such financing mechanism acceptable to City, subject to and in accordance with the provisions thereof.

9. Community Facilities District.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

9.2. Issuance of Bonds. City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.

9.3. Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share of costs for the Improvements, or any portion thereof, prior to the issuance of bonds.

9.4. Private Financing. Nothing in this Agreement shall be construed to limit Landowners option to install the Improvements through the use of private financing.

9.5. Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed Improvements or completed portions thereof, and monthly payment of appropriate amounts for such Improvements to the person or entity constructing Improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10. Service District for Maintenance.

10.1. Formation, Consent, Waiver and Special Benefit. Landowner must cooperate in formation or annexation to, one or more financing mechanism or assessment district for maintenance purposes, as chosen by 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 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 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 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 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 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 City Council in accordance with the Municipal Code and this Agreement.

11.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or 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 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. City's Planning Director shall initiate the annual review by giving to Landowner written notice that City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon Landowner. 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 City in connection with the annual review shall be paid by Landowner in accordance with 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, 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, City Council may impose conditions that it considers necessary and appropriate to protect the interest of City.

13.6. Appeal of Determination. The decision of City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set

aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).

14. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 14.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

14.1.2. Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

14.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

14.1.4. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

14.1.5. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may

pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in 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 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 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 City's notice. City, through its City Manager, may extend the cure period provided in Section 14.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

17. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

19. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

20. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

21. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit F and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of City Manager on behalf of City and the form of such assignment shall be subject to the approval of 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 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 City or another public entity (except as provided in an improvement agreement or maintenance bond).

25. **Insurance**.

25.1. **Public Liability and Property Damage Insurance**. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million ($1,000,000) dollars and a deductible of not more than ten thousand ($10,000.00) dollars per claim. The policy so maintained by Landowner shall name 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 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 City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to 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 Landowner and, 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 City shall be addressed as follows:

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Notice required to be given to Landowner shall be addressed as follows:

CP SUNRIDGE, LLC
Attn: Jay Pawlek, Pulte Homes Corp.
4196 Douglas Blvd., Suite 100
Granite Bay, CA 95746

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), 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 18 pages and 9 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. 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, 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 City on the _____, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

"LANDOWNER"

CP SUNRIDGE, LLC
a California limited liability company

By:

Name: Jay Pawlek

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:	Montelena Large Lot Tentative Subdivision Map
Exhibit C:	Montelena Small Lot Tentative Subdivision Map
Exhibit D-1:	Land Use Map for the Property
Exhibit D-2:	Land Use Table
Exhibit E:	Diagram of Park Land Dedication
Exhibit F:	Form of Assignment
Exhibit G:	Infill Park and Open Space Map

EXHIBIT A-1

LEGAL DESCRIPTION OF THE 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:

1467.001
02/01/05
PJ

EXHIBIT "A-1"

DESCRIPTIONT OF
MONTELENA DEVELOPMENT AGREEMENT

All that certain real property situate within Fractional Section 8 and Section 17, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, being further described as follows:

Beginning at a found Three-Quarter inch (3/4") iron pipe marking the closing corner of said Fractional Section 8; thence from said **POINT OF BEGINNING**, along the East line of said Fractional Section 8, South 00°44'24" East a distance of 1741.58 feet to the Northeast corner of said Section 17; thence along the East line of said Northeast One-Quarter of Section 17, South 00°44'04" East a distance of 1549.20 feet to the Southeast corner of Parcel "B" of the certain Parcel Map filed for record in Book 31 of Parcel Maps, at Page 37, Sacramento County Records; thence leaving said East line of the Northeast One-Quarter of Section 17 along the South line of said Parcel "B", South 89°51'16" West a distance of 1000.03 feet to the Southwest corner of said Parcel "B"; thence along the West line of Parcel "C" of said parcel map, South 00°44'04" East a distance of 1097.70 feet to the South line of said Northeast One-Quarter of Section 17; thence along said South line of the Northeast One-Quarter of Section 17, South 89°45'38" West a distance of 1750.15 feet to an angle point on the Easterly line of Anatolia as shown on that certain final map entitled "Subdivision No. 01-.0385.0 Large Lot Map of Anatolia" filed for record in Book 316 of Maps, at Page 8, Sacramento County Records; thence along said Easterly line of said map for the following two (2) courses and distances:

1. North 00°43'51" West a distance of 2644.73 feet; and
2. North 00°43'50" West a distance of 1746.24 feet to a point on the South line of Rancho Rio de los Americanos;

thence along said South line of Rancho Rio de los Americanos for the following two (2) courses and distances:

1. South 89°37'42" East a distance of 802.94 feet; and
2. North 89°37'47" East a distance of 1946.87 feet to the Point of Beginning.

Containing 251.654 acres of land, more or less.

See Exhibit "A-2", plat 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 to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S 7944
Expires: December 31, 2007

Date: 2/2/06



PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

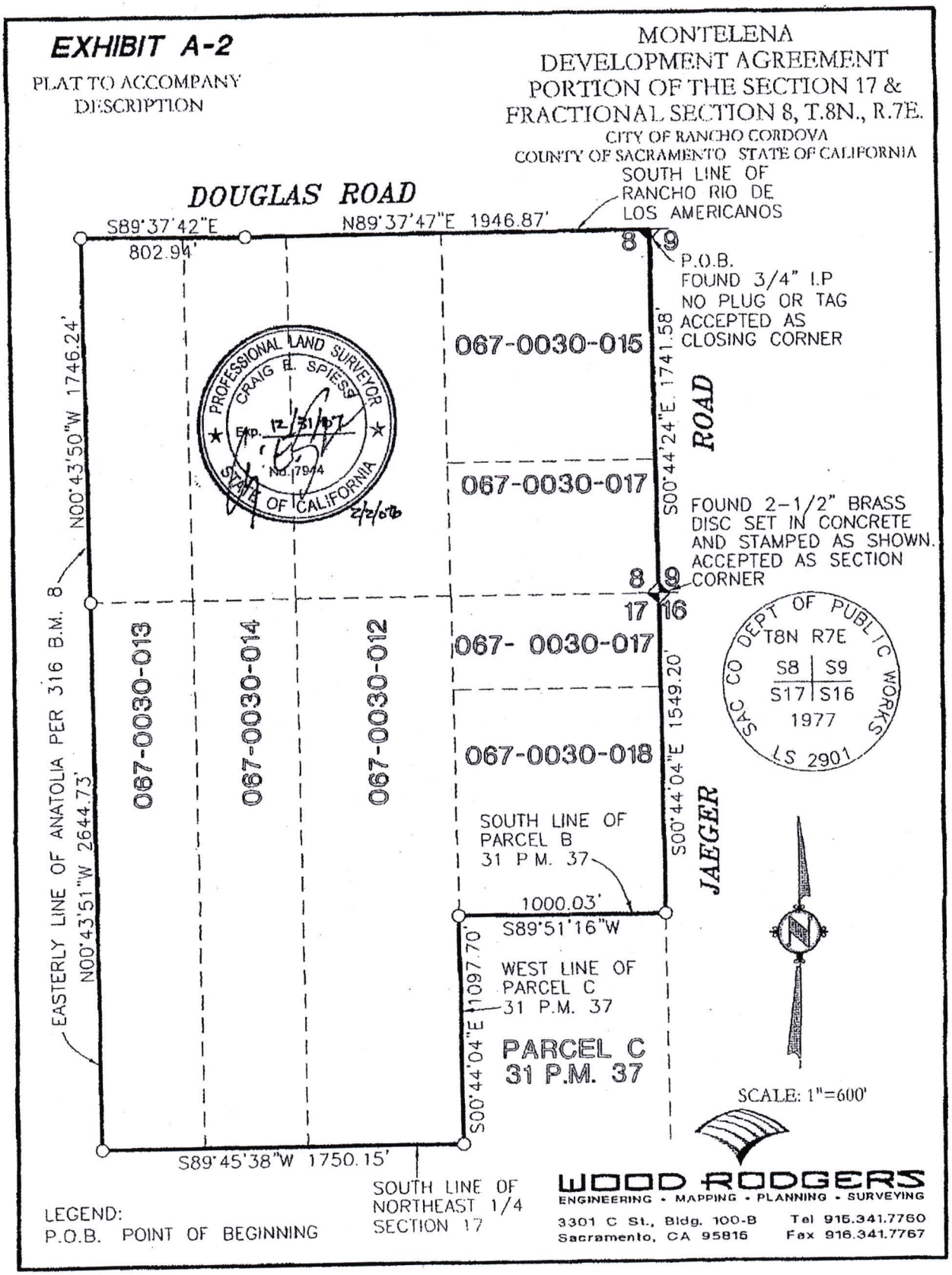
EXHIBIT A-2

DIAGRAM OF THE PROPERTY

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

MONTELENA
DEVELOPMENT AGREEMENT
PORTION OF THE SECTION 17 &
FRACTIONAL SECTION 8, T.8N., R.7E.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



LEGEND:
P.O.B. POINT OF BEGINNING

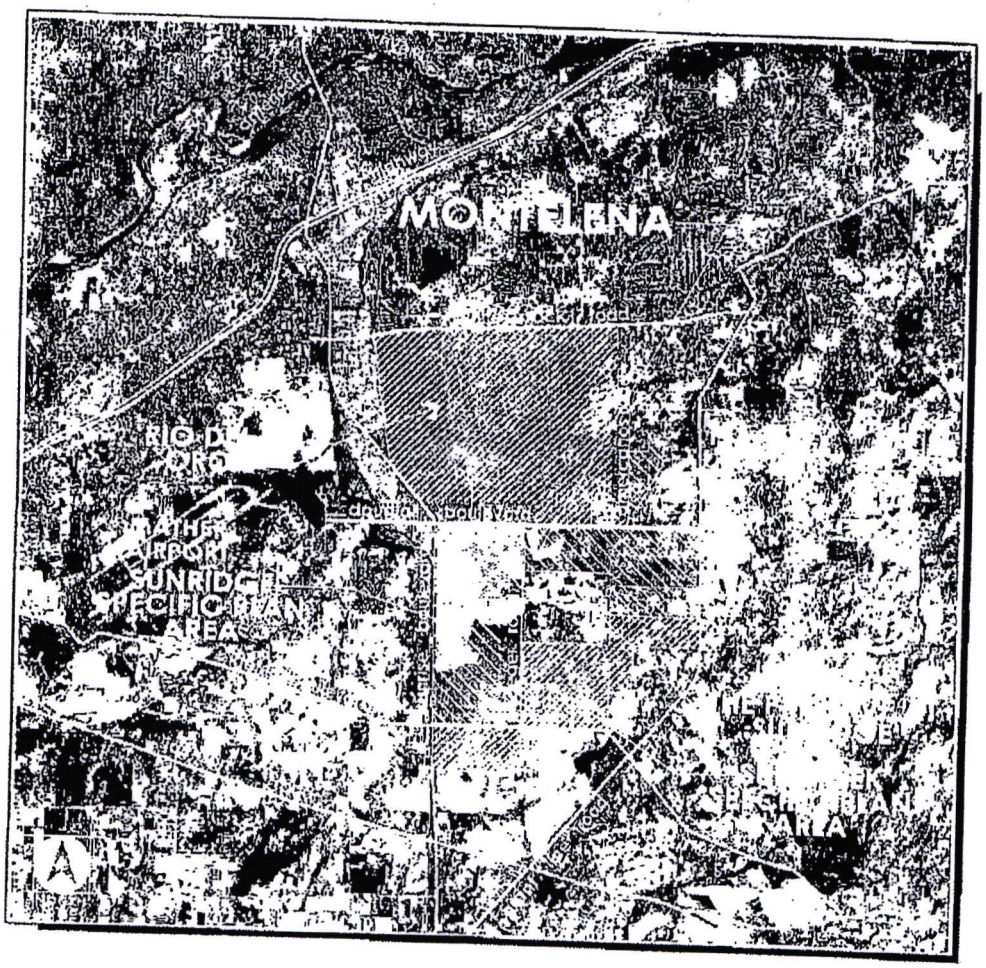
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EXHIBIT A-2 LOCATION MAP

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 31, 2006



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EXHIBIT B

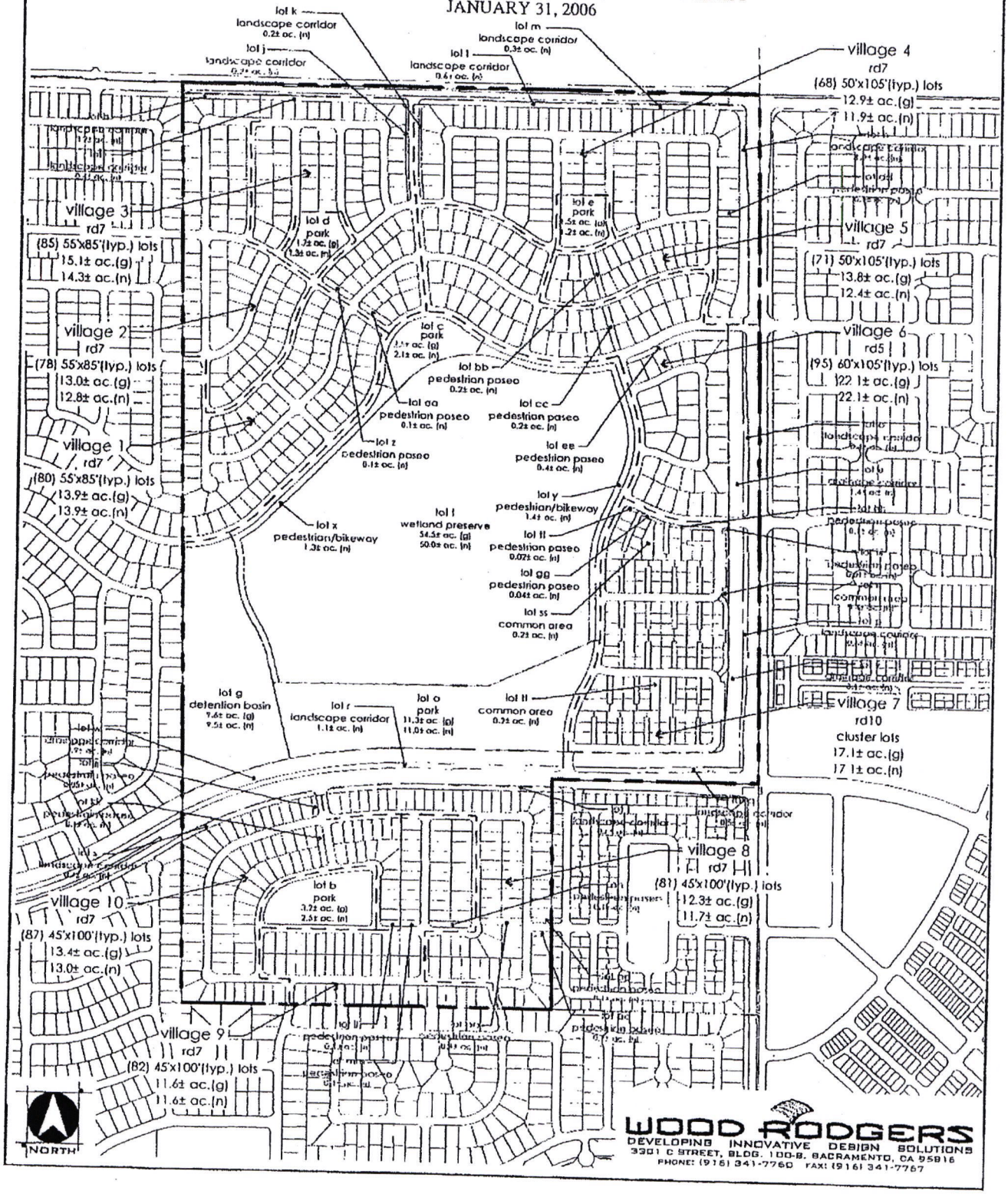
MONTELENA LARGE LOT TENTATIVE SUBDIVISION MAP

EXHIBIT B LARGE LOT TENTATIVE SUBDIVISION MAP

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 31, 2006



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EXHIBIT C

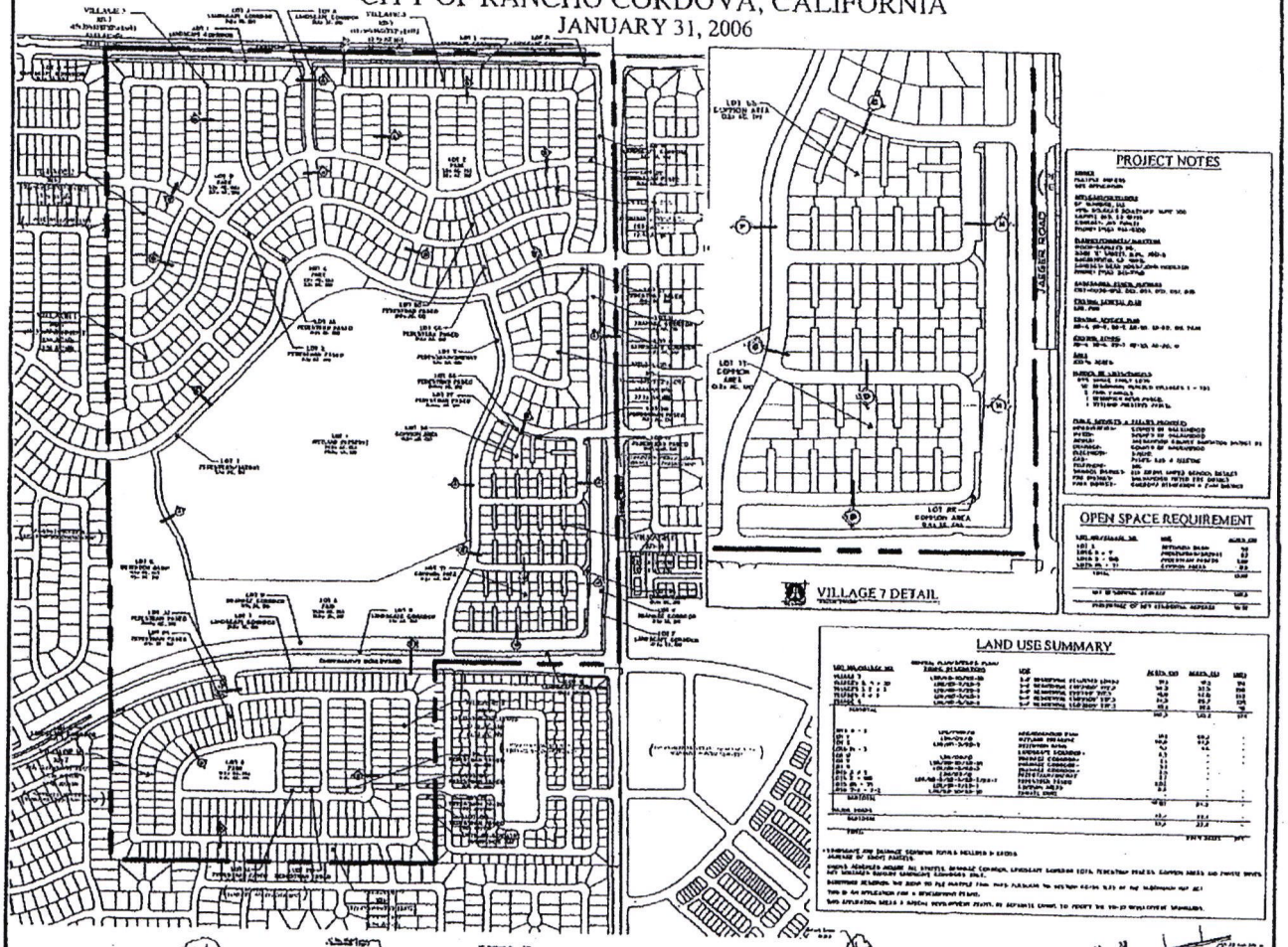
MONTELENA SMALL LOT TENTATIVE SUBDIVISION MAP

EXHIBIT C SMALL LOT TENTATIVE SUBDIVISION MAP

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

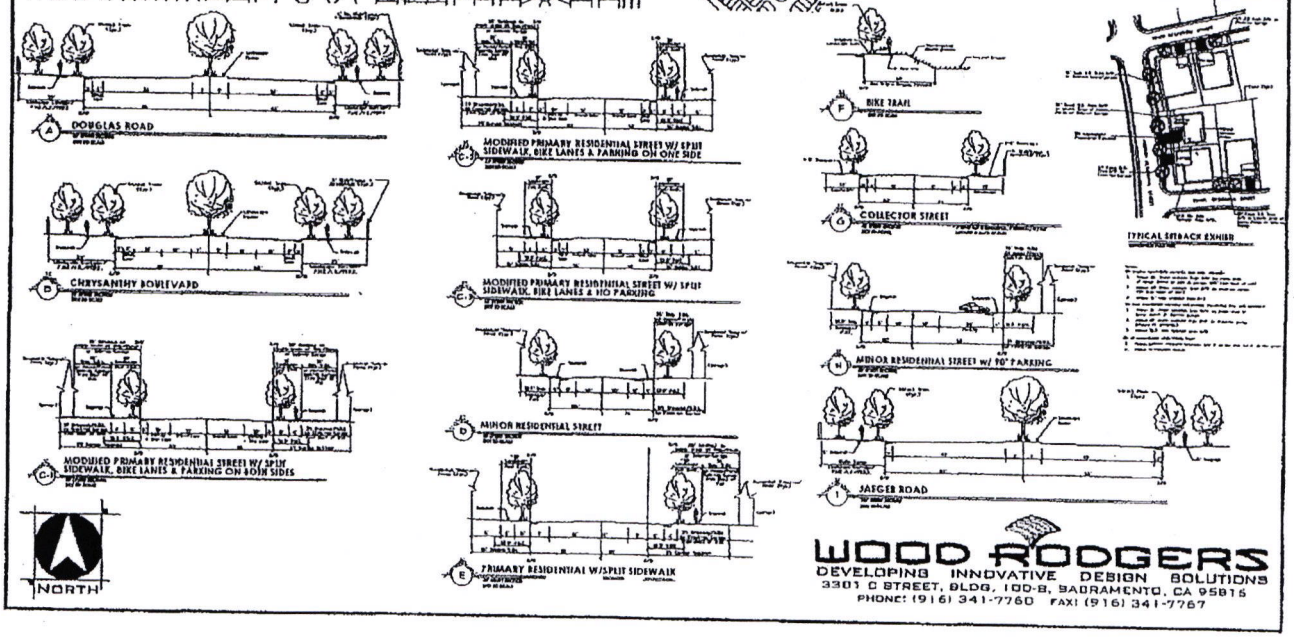
JANUARY 31, 2006



PROJECT NOTES

OPEN SPACE REQUIREMENT

LAND USE SUMMARY



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EXHIBIT D-1

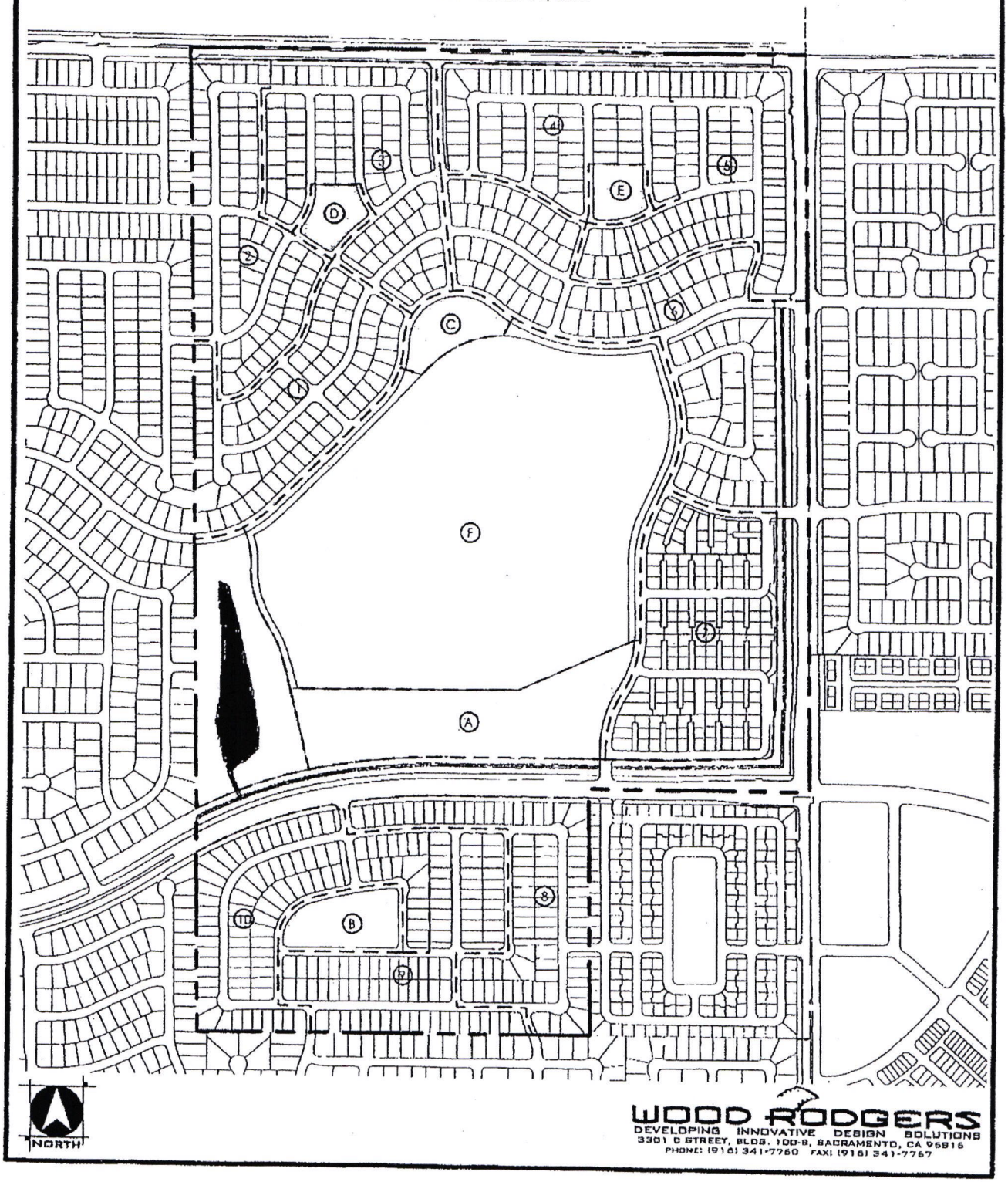
LAND USE MAP FOR THE PROPERTY

EXHIBIT D-1 LAND USE MAP

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 31, 2006



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EXHIBIT D-2

LAND USE TABLE

EXHIBIT D-2 LAND USE TABLE

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 31, 2006

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 7	LDR/RD-10/RD-10	S-F RESIDENTIAL (CLUSTER LOTS)	17.1	17.1	152
VILLAGES 8, 9 & 10	LDR/RD-7/RD-7	S-F RESIDENTIAL (45'X100' TYP.)	36.3	37.3	250
VILLAGES 1 2 & 3	LDR/RD-7/RD-7	S-F RESIDENTIAL (55'X85' TYP.)	41.0	42.0	243
VILLAGES 4 & 5	LDR/RD-7/RD-7	S-F RESIDENTIAL (50'X105' TYP.)	24.3	26.7	139
VILLAGE 6	LDR/RD-5/RD-5	S-F RESIDENTIAL (60'X105' TYP.)	22.1	22.1	95
SUBTOTAL			140.8	145.2	879
LOTS A - E	LDR/PARK/O	NEIGHBORHOOD PARK	18.1	20.2	-
LOT F	LDR/OS/O	WETLAND PRESERVE	50.0	54.5	-
LOT G	LDR/RD-5/RD-5	DETENTION BASIN	9.5	9.6	-
LOTS H - T		LANDSCAPE CORRIDOR*	6.5	-	-
LOT U	LDR/OS/O	DRAINAGE CORRIDOR*	1.4	-	-
LOT V	LDR/RD-10/RD-10	DRAINAGE CORRIDOR*	3.1		-
LOT W	LDR/RD-5/RD-5	DRAINAGE CORRIDOR*	2.9		-
LOTS X & Y	LDR/OS/O	PEDESTRAIN/BIKEWAY	2.7		-
LOTS Z - QQ	LDR/RD-5/RD-5/RD-7/RD-7	PEDESTRAIN PASEO	2.02		
LOTS RR - TT	LDR/RD-7/RD-7	COMMON AREAS	0.8		
LOTS 7-A - 7-Z	LDR/RD-10/RD-10	PRIVATE DRIVE	-	-	-
SUBTOTAL			97.02	84.3	
MAJOR ROADS	-	-	22.4	22.4	-
SUBTOTAL			22.4	22.4	-
TOTAL				251.9 ACRES	879

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR, LANDSCAPE CORRIDOR LOTS, PEDESTRIAN PASEOS, COMMON AREAS AND PRIVATE DRIVES. NET ACREAGES EXCLUDE LANDSCAPE CORRIDORS ONLY

SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(A) OF THE SUBDIVISION MAP ACT

THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.

THIS APPLICATION SEEKS A SPECIAL DEVELOPMENT PERMIT, BY SEPARATE EXHIBIT, TO MODIFY THE RD-10 DEVELOPMENT STANDARDS.

note: see land use plan on previous page for detailed information

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EXHIBIT E

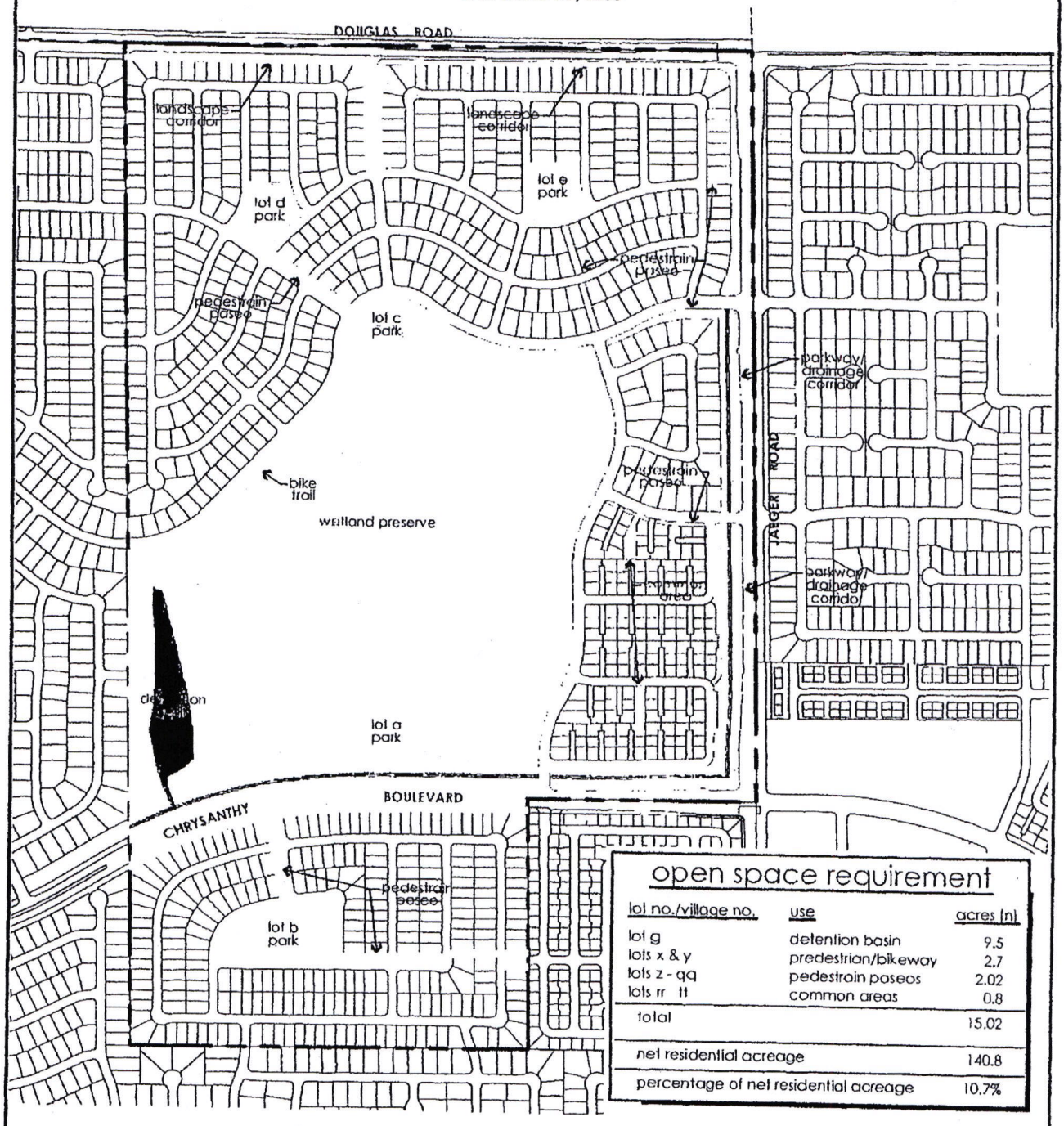
DIAGRAM OF PARK LAND DEDICATION

EXHIBIT E DIAGRAM OF PARKLAND DEDICATION

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 31, 2006



open space requirement

lot no./village no.	use	acres (n)
lot g	detention basin	9.5
lots x & y	predestrian/bikeway	2.7
lots z - qq	pedestrain paseos	2.02
lots rr tt	common areas	0.8
total		15.02
net residential acreage		140.8
percentage of net residential acreage		10.7%

NORTH

WOOD RODGERS

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EXHIBIT F

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO MONTELENA

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_, City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between City of Rancho Cordova and Relative to the Development known as Montelena (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 Exhibit A-1 and Exhibit 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:

CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Planning Director

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:

CP SUNRIDGE, LLC
A California limited liability company

By: _____
Print Name: Jay Pawlek
Title:

ASSIGNEE:

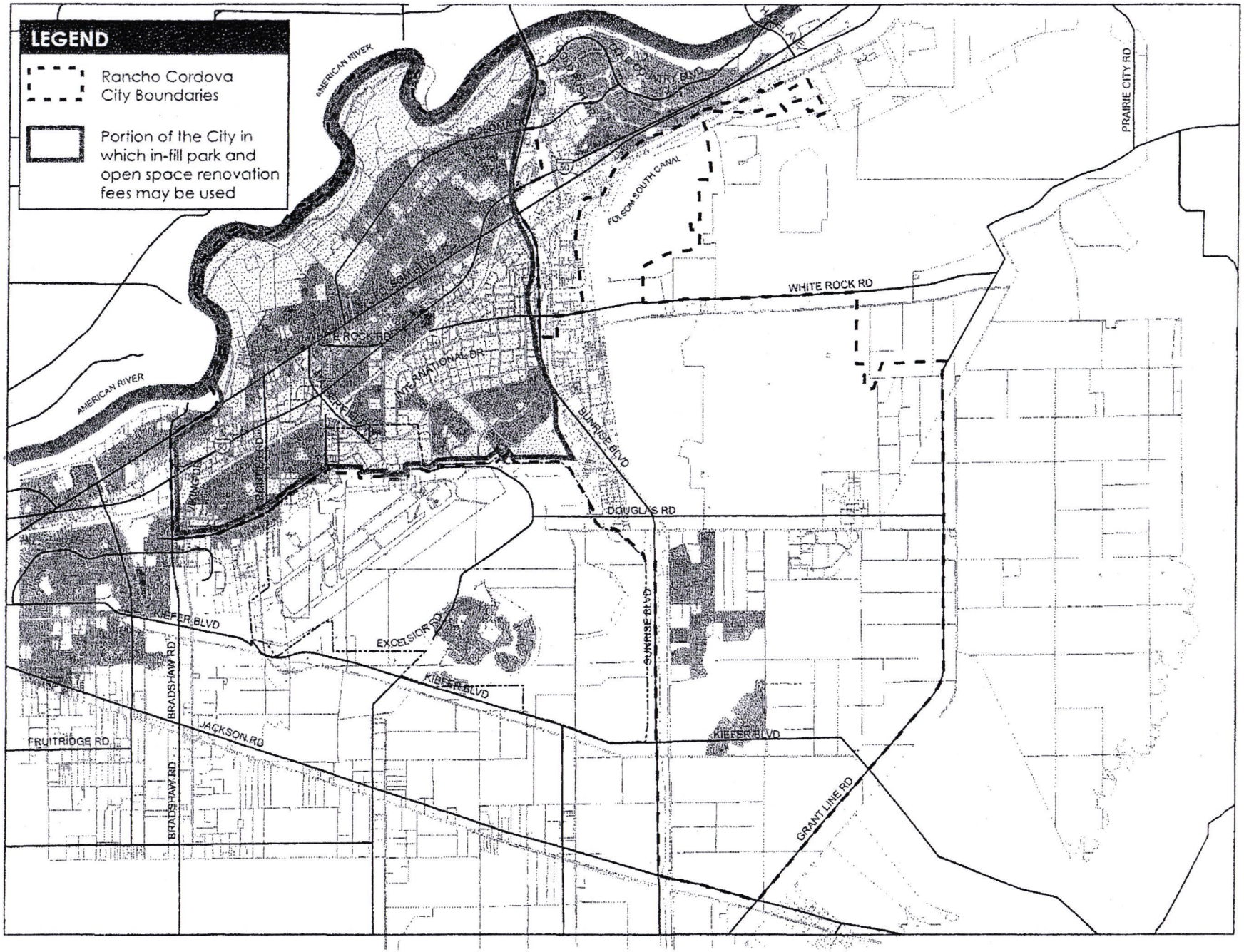
_____,
a _____

By: _____
Print Name: _____
Title: _____

EXHIBIT G
INFILL PARK AND OPEN SPACE MAP

EXHIBIT G

INFILL PARK AND OPEN SPACE MAP



most of the major utilities provide the life time warrantee – it's the small fibre optics that were the problem in 2000.

MEMORANDUM

DATE: April 3, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **Changes to the Street Trench Fee**

Street Maintenance Mgr will monitor this program.

RECOMMENDATION

waive 1st reading and

The City Council introduce Ordinance No. 17-2006 amending Chapter 12.09 of the City of Rancho Cordova Municipal Code.

BACKGROUND

The Street Trench Fee Chapter of the County Code was adopted soon after City incorporation.

This ordinance requires trench work in the street be guaranteed, has a fee for loss of pavement life and sets a moratorium on street work which starts following renewal of the street.

DISCUSSION

Numerous studies, including those performed by Sacramento, San Francisco and Los Angeles have found trenching in a street will result in loss of pavement life due to water intrusion regardless of how well the work is performed. The City adopted a County ordinance which established safeguards to deter poor trench replacement and payment of a fee for loss of pavement life due to trench work in the street.

The current ordinance has three (3) major parts. They are:

1. A Trench Restoration Fee is charged to some street excavators. It pays for loss of pavement life. Utilities that have placed a Pavement Life Performance Warranty with the city are not required to pay the fee.
2. Excavators who paid the Trench Restoration Fee, and whose trench has a sign of failure within one (1) year following construction, must repair their work.

Monthly "utility coordination mtg".

AGENDA ITEM # 11

3. There is a three (3) year moratorium on all newly renovated streets for excavators who pay the Trench Restoration Fee. There is a five (5) year moratorium for utility companies that have a Pavement Life Performance Warranty agreement with the City.

The existing Street Trench Fee ordinance provides substantial security for the City which enables quality control of street excavations.

RECOMMENDATION

The following modifications to the code are recommended to improve effectiveness:

a. Increase the period of time from one (1) year to two (2) years an excavator is held responsible for their work, except for utility owners who have placed a Pavement Life Warranty Agreement. These utility owners are responsible for their work until such time as the street is renewed;
b. Increase the excavation moratorium on newly renovated streets from three (3) years to five (5) years. The moratorium provision has exemptions which make it workable. Emergency repair and service to buildings where no other reasonable means is available is allowed.
c. Increase the Trench Restoration Fee by about 24%. The fee has not changed since its adoption by the County in 1999. Roadway construction cost has increased by about 24%. A listing of street trench fees for other agencies is provided as **Attachment 1**. The Engineering News Record San Francisco Construction Cost Index calculation between December 1999 and February 2006 is provided as **Attachment 2**.
d. Eliminate annual publication of the PCI for every block and calculation of the Trench Restoration Fee for every block. The PCI and each category of Trench Restoration Fee for every block are available for review at the City's public counter. The information is provided at the bi-monthly Utility Committee meeting.
e. Change all references to Sacramento County, its departments and employees to City of Rancho Cordova, its departments and employees
f. Change Street and Highway Code Section 941 referencing County streets to Street and Highway Code Section 1806 referencing City streets;

Local utility owners, and selected companies, were sent notice of the Council meeting. The letter and mailing list is provided as **Attachment 3.**

A copy of Chapter 12.09 with recommended changes is provided as **Attachment 4**. Proposed deletions are shown in strikethrough. Proposed wording is in italics.

CONCLUSION

The Street Trench Fee Chapter of the municipal code requires trench work in the street be guaranteed, sets a fee for the loss of pavement life and sets a moratorium following renewal of a street. The code should be changed to correct ministerial issues, adjust for street construction cost increases since its adoption in 1999, increase the moratorium term on renewed streets and make those who dig in the street responsible for guaranteeing their work an additional year. Companies that open City streets will be affected by having to be responsible for their work one year longer, having to pay a pavement life fee equal to what they paid in 1999 and being unable to open a renovated street for an additional two (2) years.

Council introduction of Ordinance # 17-2006 as provided in **Attachment 5** is the first step in the above changes.

FISCAL IMPACT

Increasing the Trench Restoration Fee provides revenue to the city to pay for pavement loss of life due to excavation work in the street.

Increasing the moratorium on a renewed street increases the street life thereby increasing the time before the City has to pay for maintenance or renewal of the street.

Attachments:

1. Local agency's street trench fee
2. Calculation of Engineering News Record San Francisco Construction Cost Index Dec 1999 to Feb 2006
3. Notice of the Public Hearing letter and mailing list.
4. Existing Municipal Code Chapter 12.09 with proposed changes.
5. Proposed Ordinance # 17-2006

ATTACHMENT 1

LOCAL AGENCIES STREET TRENCH FEE COMPARISON

Note:

The City of Rancho Cordova, County of Sacramento and City of Elk Grove use PCI and category of street as the basis for the fee.

The City of Sacramento uses age of the street as the basis of the fee and not PCI or category of street. The fee is not directly comparable to other agencies. The fee exhibit is included as a separate page.

The City of Roseville uses Pavement Quality Index as the basis of the fee without distinction between categories of street or age. The fee is not directly comparable to other agencies. The fee exhibit is included as a separate page.

The cities of Folsom, West Sacramento and Citrus Heights have not adopted this fee.

Rancho Cordova / County of Sacramento / Elk Grove

		Trench cuts < 4' deep	Trench cuts > 4' deep
Major streets or all streets within 5 years of construction or structural overlay	PCI 100 - 70	$3.90/sf longitudinal $7.80/sf transverse	$5.95/sf longitudinal $11.82/sf transverse
Major	PCI 69 - 26	$2.20/sf longitudinal $4.40/sf transverse	$3.34/sf longitudinal $6.68/sf transverse
Major	PCI 25 - 0	no fee	no fee
Other	PCI 100 - 70	$2.41/sf longitudinal $4.82/sf transverse	$3.66/sf longitudinal $7.32/sf transverse
Other	PCI 69 - 26	$1.18/sf langitudinal $2.36/sf transverse	$1.80/sf longitudinal $3.60/sf transverse
Other	PCI 25 - 0	no fee	no fee

CITY OF SACRAMENTO

EXHIBIT A

EXCAVATION COST RECOVERY FEES

A. Longitudinal Excavations in City Streets:

Age of Street Pavement	Fee
Less than 5 years	$3.50/linear foot of excavation
Between 5 and 10 years	$3.00/linear foot
Between 10 and 15 years	$2.00/linear foot
Over 15 years	$1.00/linear foot

B. Transverse Excavations in City Streets:

Age of Street Pavement	Fee
Less than 5 years	$7.00/linear foot
Between 5 and 10 years	$6.00/linear foot
Between 10 and 15 years	$4.00/linear foot
Over 15 years	$2.00/linear foot

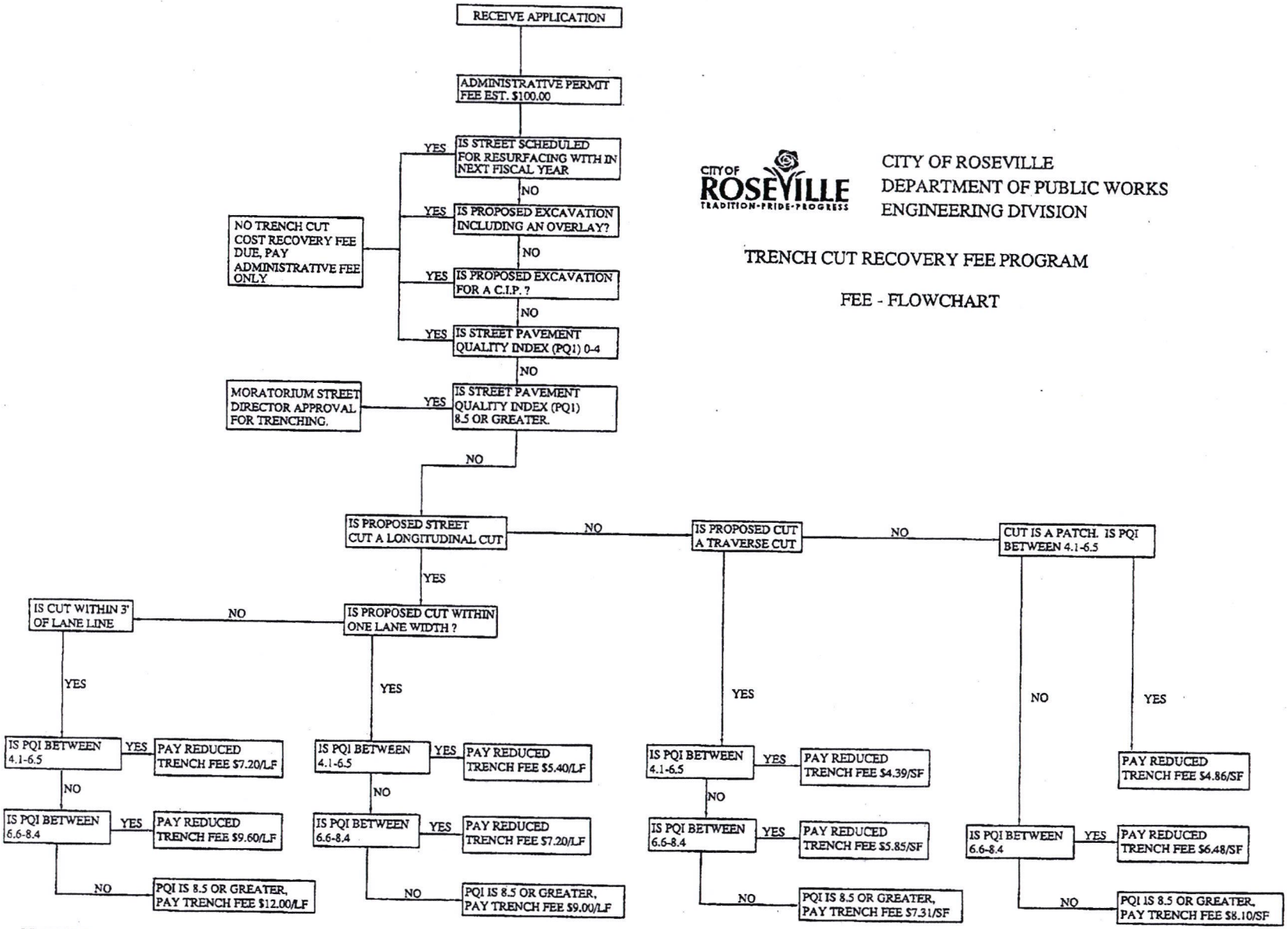
2. FEE CALCULATION

A. Age of Street Pavement:

The age of the street pavement where excavation occurs shall be the period of time since the street surface was resurfaced, overlaid or reconstructed, measured from the fiscal year in which such work was completed to the fiscal year when a permit is issued for the excavation.

B. Length of Excavation:

The fee for longitudinal and transverse excavations in City streets shall be calculated based on the length of the excavation in linear feet.



CITY OF ROSEVILLE
TRADITION-PRIDE-PROGRESS

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TRENCH CUT RECOVERY FEE PROGRAM

FEE - FLOWCHART

DRAFT 8/8/00

E:/INTERNS/FLOW CHART 1

Attachment 2

Engineering News Record San Francisco Construction Cost Index
and
Calculation of Index Change from December 1999 to February 2006

Mold and mildew resistant insulation from Johns Manville

Johns Manv

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ENR.com Engineering News-Record

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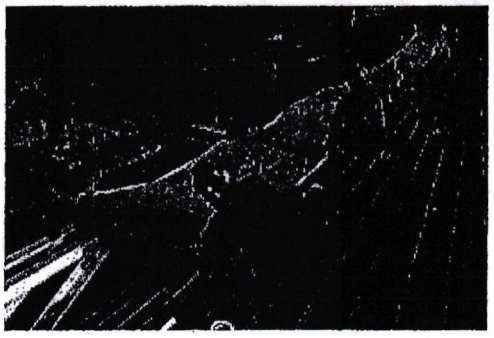
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cost index in 20 cities

The building and construction cost indexes for ENR's individual cities use the same components and weighting as those for the 20-city national indexes. The city indexes use local prices for portland cement and 2 X 4 lumber and the national average price for structural steel. The city's BCI uses local union wages, plus fringes, for carpenters, bricklayers and iron workers. The city's CCI uses the same union wages for laborers.



Please click below on the city names to see data.

ENR Cost Indexes in 20 cities, 1978-2006

- Atlanta, GA
- Baltimore, MD
- Birmingham, AL
- Boston, MA
- Chicago, IL
- Cincinnati, OH
- Cleveland, OH
- Dallas, TX
- Devner, CO
- Detroit, MI
- Kansas City, MO
- Los Angeles, CA
- Minneapolis, MN
- New Orleans, LA
- New York, NY
- Philadelphia, PA
- Pittusburgh, PA
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cost index - San Francisco

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ENR Cost Indexes in 20 cities, 1978-2005					
1913=100		SAN FRANCISCO			
		BCI	% Chg.	CCI	% Chg.
1978	Dec.	1940.78	+9.7	3412.20	+8.3
1979	Dec.	2172.96	+12.0	3806.14	+11.5
1980	Dec.	2395.21	+10.2	4371.96	+14.9
1981	Dec.	2558.49	+6.8	4592.45	+5.0
1982	Dec.	2799.96	+9.4	4993.30	+8.7
1983	Dec.	2826.13	+0.9	5122.74	+2.6
1984	Dec.	2756.35	-2.5	5049.13	-1.4
1985	Dec.	2819.50	+2.3	5055.04	+0.1
1986	Dec.	2961.47	+5.0	5508.43	+9.0
1987	Dec.	3044.27	+2.8	5732.37	+4.1
1988	Dec.	3076.27	+1.1	5734.48	0.0
1989	Dec.	3119.95	+1.4	5932.57	+3.5
1990	Dec.	3245.04	+4.0	6055.61	+2.1
1991	Dec.	3270.90	+0.8	6222.06	+2.8
1992	Dec.	3298.09	+3.2	6294.84	+1.2
1993	Dec.	3428.04	+3.9	6477.95	+2.9

1994	Dec.	3519.17	+2.7	6530.35	+0.8
1995	Dec.	3561.60	+1.2	6558.16	+0.4
1996	Dec.	3634.25	+2.0	6629.61	+1.1
1997	Dec.	3809.11	+4.8	6731.08	+1.5
1998	Dec.	3927.46	+3.1	6845.59	+1.7
1999	Dec.	3898.57	-0.7	6816.70	-0.4
2000	Dec.	4044.20	+3.7	7447.99	+9.3
2001	Dec.	4025.65	-0.5	7399.07	-0.7
2002	Dec.	4093.21	+1.7	7644.46	+3.3
2003	Dec.	4113.11	+0.5	7788.80	+1.9
2004	Jan.	4110.61	+0.5	7786.30	+1.9
	Feb.	4181.36	+2.2	7810.55	-0.1
	March	4225.61	+1.7	8037.80	+2.5
	April	4266.61	+3.3	8078.80	+3.3
	May	4294.36	+3.8	8106.55	+3.6
	June	4334.06	+5.2	8146.25	+4.4
	July	4336.06	+5.3	8148.25	+4.4
	Aug.	4347.31	+5.6	8159.50	+4.6
	Sept.	4486.89	+8.7	8193.77	+5.0
	Oct.	4487.64	+8.7	8194.52	+5.0
	Nov.	4502.39	+9.3	8209.27	+5.3
	Dec.	4521.51	+9.9	8228.39	+5.6
2005	Jan.	4522.74	+10.0	8229.62	+5.7
	Feb.	4522.24	+8.2	8229.12	+5.4
	March	4520.24	+7.0	8227.12	+2.4
	April	4553.51	+6.7	8260.39	+2.3
	May	4553.53	+6.0	8260.41	+1.9
	June	4575.43	+5.6	8282.31	+1.7
	July	4564.32	+5.3	8271.20	+1.5
	August	4552.32	+4.7	8259.20	+1.2
	Sept.	4731.12r	+5.4	8382.45r	+2.3
	Oct.	4752.26	+5.9	8403.59	+2.6
	Nov.	4783.86	+6.3	8435.20	+2.8
	Dec.	4811.11	+6.4	8462.45	+2.8
2006	Jan.	4817.11	+6.5	8468.45	+2.9
	Feb.	4799.11	+6.1	8450.44	+2.7

Construction Economics>>
20-City Indexes >>
Cost Index FAQs >>
Cost Report Issues >>
Cost Estimator >>

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Calculation of Engineering News Record Construction Cost Index change:

Dec 1999 to Feb 2006

ENR CCI Feb 2006 = 8450.44
ENR CCI Dec 1999 = 6816.70

(8450.44 – 6816.70) / 6816.70 = 0.23966 = 24%

Attachment 3

Notice of Public Hearing and Mailing List

Golden State Water Company
3035 Prospect Park Drive, Suite 50
Rancho Cordova, CA 95670

March 8, 2006

Subject: Proposed revisions to the Street Trench Fee Ordinance

Dear Golden State Water Company,

The City Council of Rancho Cordova will consider revisions to Chapter 12.09 Street Trench Fee on Monday, April 3, 2006 at 5:30 P.M. or as soon thereafter as the matter can be heard. This chapter of the municipal code was adopted about 3 years ago following incorporation of Rancho Cordova. It was modeled after Sacramento County Chapter 12.09 enacted in 1999.

Recommended changes that could affect your business are:

1. The Street Trench Fee for loss of pavement life due to trenching through the surface of the street has never been adjusted since its adoption in 1999. The Engineering News Record Construction Cost Index change between 1999 and 2006 is about 24%. Staff will propose this amount of fee increase.
   This proposal does not affect Utilities that have a Pavement Life Performance Warranty in place. Most Utilities have this warranty in place.
2. When a street has been newly renovated, Utilities that have a Pavement Life Performance Warranty in place with the City are not allowed to trench in the pavement for five (5) years. Companies that are required to pay the Street Cut Fee are not allowed to trench in the pavement for three (3) years. Staff proposes amending the moratorium provision to (5) years for both categories of excavators. No changes are proposed to the existing exceptions to this policy. Trenching during the moratorium is allowed for:
   a) Emergencies which endanger life or property,
   b) Repairs to prevent interruption of essential utility service,
   c) Installation of utility service in the street for buildings where no other reasonable means of providing service exists and,
   d) Potholing.
3. Companies that paid a Trench Cut Fee to trench in the street are currently required to repair any failure within one (1) year of the completion of construction. Staff proposes to increase this time period to two (2) years. There is no proposed change to the current policy that Utilities with a Pavement Life Performance Warranty must repair any failure of their trench work until such time as the street is completely resurfaced with a structural overlay.

If you have any questions concerning the above, please contact me at 916/851-8718. A copy of the staff report is available for your review.

Yours Truly

Bob Rockett, Project Engineer

Mailing List

Time Warner
Telecommunications
1340 Treat Blvd., Ste 100
Walnut Creek, CA 94596
Attn: Mike Long

Verizon Business
136 E. South Temple, Suite 900
Salt Lake City, UT 84111
Attn: Mike Vandenburg

Verizon Business
Dept 42864/ 107,2400 N. Glenville
Richardson , TX 75082
Attn: Investigations

WilTel Communications, LLC
Network Operations
100 S. Cincinnati Avenue
Tulsa, OK 74103
Attn: Linda J. Rodgers

WilTel Communications, LLC
1005 North B Street
Sacramento, CA 95814
Attn: Chuch Jenkins

UPRR
10031 Foothills Blvd.
Roseville, CA 95747
Attn: Jim Smith

SBC – Dept of Transportation
3675 T Street, Room 111
Sacramento, CA 95816
Attn: Christopher Canillo

SBC – Public Works Projects
3675 T Street, Room 111
Sacramento, CA 95816
Attn: Astrid Willard

SBC –Regional Transit Projects
3675 T Street, Room 111
Sacramento, CA 95816
Attn: Cheryl M. Summers

SMUD-Commercial Projects
P.O. Box 15830
Sacramento, CA 95852-1830
Attn: Gene Hoppes

SMUD- Public Works Projects
P.O. Box 15830
Sacramento, CA 95852-1830
Attn: Jim Morrison

Southern California Water
3035 Prospect Park Drive, Ste 60
Rancho Cordova, CA 95670
Attn: Ernest Rauback

SureWest Broadband
5411 Luce Avenue
McClellan, CA 95682
Attn: Gretchen Friske

SureWest Telephone
8150 Industrial Ave, Bldg D
Roseville, CA 95678
Attn: Bob Shanley

Kinder-Morgan Energy Partners, L.P.
110 Town and Country Road
Orange, CA 92868
Attn: Don Quinn

Level 3 Communications, LLC
1025 El Dorado Blvd.
Broomfield, CO 80021
Attn: Matt Williams

PG&E
5555 Florin-Perkins Road
Room 142
Sacramento, CA 95826
Attn: Terry Clark Burton

Qwest Network Construction Service
1860 Lincoln Street, Room 200
Denver, CO 80295-1001
Attn: George McElvain

Sacramento County Water Agency
3847 Branch Center Rd Trailer 1
Sacramento, CA 95827
Attn: Dave Underwood

Sacramento County Water Resources- Drainage Operations
3847 Branch Center Rd., Trail. 4
Sacramento, CA 95827
Attn: Stephan Kenning

Sacramento County-Dept of Water Resources- Water Supply
827 7th Street, Room 301
Sacramento, CA 95814
Attn: Dan Berry

Electric Lightwave, LLC
650 J Street
Sacramento, CA 95814
Attn: Tom Burke

Florin Resource Conservation Dist/Elk Grove Water Service
9257 Elk Grove, CA 95624
Elk Grove, CA 95624
Attn: Tony Ouellette

Frontier Communications
9324 W. Stockton Blvd.
Elk Grove, CA 95758
Attn: Rich Singer

PG&E
7555 Florin-Perkins Rd.
Sacramento, CA 95826
Attn: Terry Clark, Room 142

SMUD
P.O. Box 15830
Sacramento, CA 95852-1830
Attn: Jim Morrijor

AT&T
03 S Street
Sacramento, CA 95814
Attn: Robert Thompson

AT&T Broadband
350 Pell Drive
Sacramento, CA 95838
Attn: Calvin Davis

AT&T Broadband
4350 Pell Drive
acramento, CA 95838
Attn: Pat Rinker

Comcast
4350 Pell Drive
acramento, CA 95838
ttn: Andrew Kotz

rontier Communications
3324 W Stockton Blvd
Elk Grove, CA 95758
ttn: Rich Singer

erizon Business
400 North Glenvill
Richardson, TX 95082

Verizon Business
37 S. Lilac Ave
ialto, Ca
Attn: Dan Garden

Pacific Bell
2675 T Street, Room 111
acramento, CA 95816
Attn: Astrid Willard

SureWest Communications
P.O. Box 969
Roseville, CA 95678
Attn: Gretchen Hildebrand

Sprint
3075 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: John Marchuk

SureWest Televideo
5411 Luce Ave
McClellan, CA 95652
Attn: Steve Addiego

SureWest Televideo
5411 Luce Ave
McClellan, CA 95652
Attn: Greg Albright

Boeing
11500 Elk Circle
Rancho Cordova, Ca 95742
Attn: Wayne Schlappi

Aerojet
P.O. Box 13222, MS 5519
Sacramento, CA 95813
Attn: Rodney Fricke

Construction Management Div.
3030 Explorer Drive
Sacramento, CA 95827
Attn: Chuck Percival

Construction Management Div.
3030 Explorer Drive
Sacramento, CA 95827
Attn: Ali Chehade

Construction Management Div.
3030 Explorer Drive
Sacramento, CA 95827
Attn: Bill Carmack

Water Resources
3847 Branch Center Rd. Trailer 4
Sacramento, CA 95827
Attn: Stephan Kenning

Water Resources
827 7th Street, Room 301
Sacramento, CA 95814
Attn: Dan Berry

California American Water Co.
4701 Beloit Drive
Sacramento, CA 95838
Attn: Shawn Sevey

Golden State Water Co.
3035 Prospect Park Drive Suite 60
Rancho Cordova, CA 95670
Attn: Ernest Rauback

Golden State Water Co.
3035 Prospect Park Drive Suite 50
Rancho Cordova, CA 95670
Attn: Mike Benbow

Sacramento County, Dept of Transportation
4100 Traffic Way
Sacramento, CA 95827
Attn: Gary Kodani

Sacramento County, Dept of Transportation
4135 Traffic Way
Sacramento, CA 95827
Attn: Dennis Dunn

Sacramento County, Dept of Water Quality
10545 Armstrong Ave, MC 55-101
Mather, CA 95655
Attn: Neal Allen

Sacramento County,Dept of Water Quality- Sanitary Sewers
10545 Armstrong Ave., Suite 102
Mather, CA 95655
Attn: Robert Espinoza

Sacramento County, Dept of Water Quality
10545 Armstrong Ave, Suite 101
Mather, CA 95655
Attn: George Booth

Sacramento County, Dept of Water Resources
827 7th Street, Room 301
Sacramento, CA 95814
Attn: George Booth

Pavement Life Performance Warranty List

- AT&T Broadband
- California American Water Company -- after Oct 1, 2002
- Carmichael Water District
- Citizens Utility Company of California
- Comcast Communications
- CSD-1 (Does not include SRCSD or Water Quality Department)
- Elk Grove Water Works
- Fair Oaks Water District
- Northridge Water District
- Pacific Bell
- Pacific Gas and Electric Company
- Roseville Telephone Company
- Sacramento County Department of Water Resources
- Sacramento Municipal Utilities District
- San Juan Water District
- Southern California Water Company
- Teleport Communications Group of San Francisco

* Arcade Water District does not need warranty due to litigation. Treat as warranty holder.

Attachment 4

Existing Municipal Code Chapter 12.09 with Proposed Changes

TITLE 12 STREETS AND SIDEWALKS

Chapter 12.09 STREET TRENCH FEE

12.09.010 Title.

12.09.020 Definitions.

12.09.030 Trench Restoration Fee.

12.09.040 Establishment of Fund.

12.09.050 Relocation of Utilities Required by ~~County~~ *City*.

12.09.060 Permit Violations.

12.09.070 Pavement Condition Index Ratings.

12.09.080 Pavement Life Performance Warranty.

12.09.100 Publicly Bid ~~County~~ *City* Plans, Field Changes and Blanket Permits.

12.09.110 Coordination of Excavations.

12.09.120 Moratorium.

12.09.130 Excavation Within Moratorium Period.

12.09.140 Joint Excavation.

12.09.150 Non-Transferability of Pavement Life Warranty.

12.09.160 Appeal.

12.09.170 Severability.

12.09.010 Title.

This ordinance shall be known as the "Street Trench Fee" ordinance. ~~(SCC 1145 § 2, 1999.)~~

12.09.020 Definitions.

For purposes of the Chapter, the following definitions apply:
"Applicant" shall mean any owner who has submitted an application for a permit to excavate.

"Chapter" shall mean this Chapter 12.09 of Title 12 of the ~~Sacramento County~~ *City of Rancho Cordova* Code.

"~~County~~" *"City"* shall mean the ~~County of Sacramento~~ *City of Rancho Cordova*.

~~"County street"~~ *"City street"* shall mean any public highway, road, street, avenue, alley, lane, drive, way, place, court or trail, which has been accepted, or is hereafter accepted, by the ~~County~~

~~Board of Supervisors~~ *City of Rancho Cordova* into the ~~County~~ *City* road system pursuant to Section ~~941~~ *1806* of the California Streets and Highways Code.

"Department" shall mean the *Public Works* Department ~~of County Engineering of the Public Works Agency~~.

"Director" shall mean the *Public Works Director* ~~of County Engineering of the Public Works Agency~~ or his or her designee.

"Excavation" shall mean any opening in the paved surface or subsurface of the public right-of-way.

"Facility" or "Facilities" shall mean any and all cable, cabinets, ducts, conduits, converters, equipment, drains, handholds, manholes, pipes, pipelines, splice boxes, surface location markers, tunnels, utilities, vaults, wells, and other appurtenances or tangible things that are located or are proposed to be located in the public right-of-way.

"Owner" shall mean any person, including any agency, department, or subdivision of the *City* ~~County~~, who owns any facility or facilities that are or are proposed to be installed or maintained in the public right-of-way.

"Permit" or "permit to excavate" shall mean a permit to perform an excavation as it has been approved or may be amended or renewed by the Department.

"Person" shall mean any natural person, corporation, partnership, or any governmental agency, department, or subdivision of the County, ~~at~~ *or* the State of California, or United States of America.

"Public right-of-way" shall mean the paved area across, along, beneath, in, on, over, under, upon, and within the ~~County~~ *City* streets, as they now exist or hereafter will exist and which are or will be under the permitting jurisdiction of the *Public Works* Department ~~of County Engineering~~.

"Resurfacing" shall mean any repaving, overlay, seal or reconstruction which constructs a new pavement surface of greater than one inch thickness over the entire width of the street, excluding crack seals, not including micropaving, Class 1 to 3 slurry seals, cape seals, and chip seals.

"Trench Influence Area" shall mean an area three feet adjacent to the trench where the excavation occurs for trenches with four feet or greater of cover over the utility facility from the paved surface, and one and one-half feet adjacent to the trench where the excavation occurs for trenches with less than four feet of cover over the utility facility from the paved surface. ~~(SCC 1145 § 2, 1999.)~~

12.09.030 Trench Restoration Fee.

At the time any permit is issued, improvement plan approved, or work performed that causes an excavation of a paved ~~County~~ *City* street, the applicant shall pay a trench restoration fee, in addition to the fee required by the encroachment permit or other administrative fees. The fee shall be in the amount set forth on the Trench ~~Cut~~ *Restoration* Fee Schedules set forth below, or such other amount as may be established by resolution of the *City Council* ~~Board of Supervisors~~. A trench restoration fee shall not be required for the following excavations:

a. In a ~~County~~ *City* street that the ~~County~~ *City* has scheduled for resurfacing either during the fiscal year (July 1—June30) when the excavation permit is issued or during the immediately following fiscal year;

b. In a ~~County~~ *City* street where the pavement condition index (PCI), as defined by the ~~County's~~ *City's* Pavement Management System, is less than 25 on the date the excavation permit is issued;

c. For work performed by and for the ~~County Transportation Division~~ *City Public Works Department;*

d. For potholing to verify utility depth or location;

e. Where work will include resurfacing of all of a significant portion of the ~~County~~ *City* street where the excavation is made provided that the Director approves the resurfacing;

f. Made for a utility relocation required by the ~~County~~ *City* to accommodate a proper governmental use of a ~~County~~ *City* street;

g. For owners possessing a valid pavement life performance warranty agreement with the ~~County~~ *City* as set forth in Section ~~12.19.080~~ *12.09.080*;

h. Trenchless excavations greater than three feet in depth of cover over the utility facility not requiring a significant surface incision greater than industry bore pit standards may be excluded at the discretion of the Director.

TRENCH ~~CUT~~ *RESTORATION* FEE SCHEDULE
FOR TRENCHES LESS THAN 4 FEET DEEP

Major Streets[1] or all streets within 5 years of construction or structural overlay	PCI between[2]	100	and	70	~~$3.90~~ *4.83* per S.F. longitudinal ~~$7.80~~ *9.67* per S.F. transverse
Major	PCI between	69	and	26	~~$2.20~~ *2.73* per S.F. longitudinal ~~$4.40~~ *5.46* per S.F. transverse
Major	PCI between	25	and	0	NO FEE
Other	PCI between	100	and	70	~~$2.41~~ *2.99* per S.F. longitudinal ~~$4.82~~ *5.98* per S.F. transverse
Other	PCI between	69	and	26	~~$1.18~~ *1.46* per S.F. longitudinal ~~$2.36~~ *2.93* per S.F. transverse
Other	PCI between	25	and	0	NO FEE

[1]Major = thoroughfare and arterial roads as defined by the ~~County~~ *City* Improvement Standards
[2]PCI = Pavement Condition Index
Fees do not apply to area outside of the vertical projection of the trench in a "T" cut restoration
Longitudinal = Trench mostly parallel to the centerline of the ramp
Transverse = Trench mostly perpendicular to the centerline of the road

TRENCH ~~CUT~~ *RESTORATION* FEE SCHEDULE FOR TRENCHES 4 FEET DEEP OR GREATER

Major Streets[1] and streets within 5 years of construction or structural overlay	PCI between[2]	100	and	70	~~$5.91~~ *7.33* per S.F. longitudinal ~~$11.82~~ *14.66* per S.F. transverse
Major	PCI between	69	and	26	~~$3.34~~ *4.14* per S.F. longitudinal ~~$6.68~~ *8.28* per S.F. transverse
Major	PCI between	25	and	0	NO FEE
Other	PCI between	100	and	70	~~$3.66~~ *4.56* per S.F. longitudinal ~~$7.32~~ *9.08* per S.F. transverse
Other	PCI between	69	and	26	~~$1.80~~ *2.23* per S.F. longitudinal ~~$3.60~~ *4.46* per S.F. transverse
Other	PCI between	25	and	0	NO FEE

[1]Major = thoroughfare and arterial roads as defined by the ~~County~~ *City* Improvement Standards
[2]PCI = Pavement Condition Index
Fees do not apply to area outside of the vertical projection of the trench in a "T" cut restoration
Longitudinal = Trench mostly parallel to the centerline of the ramp
Transverse = Trench mostly perpendicular to the centerline of the road

~~(SCC 1145 § 2, 1999.)~~

12.09.040 Establishment of Fund.

All monies paid to the ~~County~~ *City* pursuant to Section 12.09.030 shall be deposited in a special fund or funds and shall be expended only for the resurfacing, maintenance, administration, and protection of ~~County~~ *City* streets where excavation has occurred after the effective date of adoption of this Ordinance. ~~(SCC 1145 § 2, 1999.)~~

12.09.050 Relocation of Utilities Required by ~~County~~ *City*.

No Fee or requirement authorized or imposed pursuant to this Chapter shall be construed to affect or alter in any way any obligation of public and private utilities with facilities installed in any ~~County~~ *City* street to relocate the facilities at no cost to the ~~County~~ *City,* in the event that relocation is required by the ~~County~~ *City* to accommodate a proper governmental use of the ~~County~~ *City* street. ~~(SCC 1145 § 2, 1999.)~~

12.09.060 Permit Violations.

No person who has violated any provision of this Chapter shall be issued an excavation permit, nor shall any contractor or agent apply for or be issued an excavation permit on such person's behalf, until the outstanding violation is corrected or a plan for correction is approved by the Director. The foregoing requirement is in addition to any penalty or remedy for violation that may be imposed or sought by the ~~County~~ *City* at law or equity. ~~(SCC 1145 § 2, 1999~~.)

12.09.070 Pavement Condition Index Ratings.

The ~~County~~ *City* shall perform periodic pavement condition surveys of all ~~County~~ *City* streets and determine the pavement condition index (PCI) rating for each street. A PCI rating shall be assigned to discrete blocks of a street ~~and the fees calculated for each block~~. The PCI report shall be ~~published on an annual basis and~~ made available for public review at the permit counter. ~~(SCC 1145 § 2, 1999.)~~

12.09.080 Pavement Life Performance Warranty.

In lieu of paying a trench restoration fee pursuant to Section 12.09.030, an owner who has a valid franchise agreement with the ~~County~~ *City* or is statutorily exempt from franchise requirements shall provide a written pavement life performance warranty in a form acceptable to ~~County~~ *City*. The warranty shall provide that in the event that subsurface material or pavement over or within the trench influence area becomes depressed, broken, or otherwise fails at any time after the excavation has been completed until such time as the street surface is completely resurfaced with a structural overlay, the owner who performed the trench cut shall repair or restore such condition pursuant to the procedure set forth in Section 12.09.090. In the event that an owner who has a valid franchise agreement with the ~~County~~ *City* or is statutorily exempt from franchise requirement fails or refuses to provide a written pavement life performance warranty, such owner shall pay the trench restoration fee set forth in Section 12.09.030. ~~(SCC 1145 § 2, 1999.)~~

12.09.090 Repair of Sunken Pavement Over Excavation.

If the subsurface material or pavement over or within the trench influence are becomes depressed or broken at any time within ~~one year after (1)~~ *two years (2) after* the excavation has been completed and accepted and before resurfacing of the ~~County~~ *City* street, where the owner has paid a trench restoration fee pursuant to Section 12.09.030, or (2) at any time prior to such time as the street surface is completely resurfaced with a structural overlay, where the owner has provided a pavement life performance warranty pursuant to Section 12.09.080, the owner shall, upon written notice from the Director, immediately inspect the depressed or broken area to ascertain the cause of the failure. The owner shall make repairs to the installation or backfill and have the pavement restored in the manner and within the time period specified by the Director. Additional inspection permit fees may be imposed as appropriate. A trench restoration fee shall not be charged for work performed under this Section. If the pavement is not restored as specified by the Director, unless delayed by conditions beyond the owner's control, the Director may cause the work to be done after giving the owner twenty-four (24) hours final notice. The cost thereof, including any inspection costs and administrative overhead incurred by the ~~County~~ *City*, shall be assessed against the owner. The owner shall remain responsible for any future repairs of that portion of pavement over the excavation that was repaired by the ~~County~~ *City* for a period of ~~one year~~ *two years*, where the owner has paid a trench restoration fee pursuant to Section 12.09.030, or at any time prior to such time as the street surface is completely resurfaced with a structural overlay, where the owner has provided a pavement life performance warranty pursuant to Section 12.09.080. ~~(SCC 1145 § 2, 1999.)~~

12.09.100 Publicly Bid ~~County~~ City Plans, Field Changes and Blanket Permits.

Publicly bid ~~county~~ *City* plans, field changes that alter the square footage of the trench surface area and blanket permits issued by the Director to any owner to make excavations for utility service connections, for the location of trouble in utility conduits or pipes and for making repairs thereto, or for emergency purposes shall be subject to all fees and requirements of this Chapter. The owner shall report the amount of excavation to the permit counter and pay the required fees.

Failure to report the excavation and pay the required fees shall be considered a permit violation pursuant to Section 12.09.060. ~~(SCC 1145 § 2, 1999.)~~

12.09.110 Coordination of Excavations.

Any owner installing facilities providing water, sewer, storm water drainage, gas, electric, communication, video or other utility services in County streets shall participate in the American Public Works Association ("APWA") Utility Committee and prepare a utility master plan, in a format specified by the APWA Utility Committee, that shows all of the owner's planned major utility work in County streets for the coming year. Prior to applying for an excavation permit, any owner planning to excavate in ~~County~~ *City* streets shall coordinate, to the extent practicable, with other owners to minimize damage to, and avoid undue disruption and interference with, the public use of ~~County~~ *City* streets. ~~(SCC 1145 § 2, 1999.)~~

12.09.120 Moratorium.

Excavation in newly renovated ~~County~~ *City* streets is prohibited for ~~three (3)~~ *five (5)* years after filing of a notice of completion or acceptance of a new street or structural overlay of an entire street except as follows:

a. Emergency which endangers life or property.

b. Repair or modification to prevent interruption of essential utility service.

c. Relocation work that is mandated by *City,* County, State or Federal legislation.

d. Service for buildings where no other reasonable means of providing service exists, as determined by the Director.

e. In a ~~County~~ *City* street that the ~~County~~ *City* has scheduled for resurfacing either during the fiscal year (July 1 – June 30) when the excavation permit is issued or during the immediately following fiscal year and the work takes place prior to the resurfacing.

f. For potholing to verify utility depth or location.

g. Trenchless excavations greater than three feet in depth of cover over the utility facility not requiring a significant surface incision greater than industry bore pit standards may be allowed at the discretion of the Director.

h. Other situations deemed by the Director to be in the best interest of the general public. ~~(SCC 1145 § 2, 1999.)~~

12.09.130 Excavation Within Moratorium Period.

Where a permit is issued to excavate during the five (5) year period after filing of a notice of completion or acceptance of a new street or structural overlay of an entire street, payment of the trench restoration fee described in Section 12.090.030 will be required regardless of whether the owner has executed a pavement life performance warranty. ~~(SCC 1145 § 2, 1999.)~~

12.09.140 Joint Excavation.

Whenever applicants propose major work in the same block, the Department shall condition permits for such work in a manner that maximizes coordination and minimizes the total period of construction. Such work may be conditioned to require the applicants to participate in a single excavation and pay their pro rata share of the work. Applicants may seek a waiver of the joint

excavation requirements with respect to a particular excavation. Within thirty (30) calendar days of receipt of a written request for a waiver, the Director shall render a decision upon such a request, taking into account the impact of the proposed excavation on the neighborhood, the applicant's need to provide services to a property or area, facilitating the deployment of new technology as directed pursuant to official ~~County~~ *City* policy, and the public health, safety, welfare, and convenience. ~~(SCC 1145 § 2, 1999.)~~

12.09.150 Non-Transferability of Pavement Life Warranty.

Pavement life warranty agreements are not transferable or assignable. ~~(SCC 1145 § 2, 1999.)~~

12.09.160 Appeal.

A person directly and adversely affected by a decision made by the Director pursuant to the provisions of this Chapter may appeal the Director's decision by filing a written notice of appeal with the ~~Public Works Agency Administrator~~ *City Manager* no later than ten (10) working days after receiving notice of the Director's decision. The notice of appeal shall set forth the name, mailing address, and telephone number of the person appealing. The notice of appeal shall include or attach a statement describing the action being appealed, setting forth the grounds for the appeal, and describing the action requested of the ~~Agency Administrator~~ *City Manager*. The scope of the appeal shall be limited to the grounds specified in the notice of appeal. No later than thirty (30) days after the filing of a timely noticed of appeal, the ~~Agency Administrator~~ *City Manager* shall render a decision on the appeal. The ~~Agency Administrator's~~ *City Manager's* decision may affirm, reverse or modify the decision appealed. A copy of the ~~Agency Administrator's~~ *City Manager's* decision shall be provided to the person appealing at the address shown on the notice of appeal. ~~Said person may appeal the Agency Administrator's *City Manager's* decision to the County Board of Supervisors *City Council* by filing a written notice of appeal no later than ten (10) working days after the Agency Administrator's *City Manager's* decision is received by the person. (SCC 1145 § 2, 1999.)~~

12.09.170 Severability.

Should any part of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in full force and effect. ~~(SCC 1145 § 2, 1999.)~~

MEMORANDUM

DATE: April 3, 2006

TO: City Council Members

FROM: William Campbell, Principal Planner

SUBJECT: SUNRIDGE SPECIFIC PLAN TRAFFIC THRESHOLDS AMENDMENT

OWNERS:	ENGINEERS:
Lennar Communities, Sunridge LLC, Cresleigh Homes, Regis Homes, Cambridge Homes, Beazer Homes Holdings Corporation, Pleasant Valley Investments, LC, Rancho 80, LLC, Sunridge Investors, LLC, Sunridge Park Limited Partnership, Woodside Sunridge, Inc., and U.S. Homes/KB North Douglas.	Wood Rodgers Morton Pitalo Murray Smith

STAFF RECOMMENDATION

Adopt Ordinance 13-2006 amending the Traffic Thresholds of the Sunridge Specific Plan, adopt Ordinance 14-2006 amending the Conditions of Approval for land use Zoning Amendments within the Sunridge Specific Plan Area, adopt Ordinance 15-2006, amending Development Agreements for the Anatolia III, Sunridge Park I and II, and North Douglas development projects.

BACKGROUND

The County of Sacramento adopted the SunRidge Specific Plan (SRSP) in July of 2002. With the adoption of the Specific Plan and Zoning Conditions, the County also adopted a Final EIR and a Master Mitigation Monitoring Reporting Program (MMRP). All of these documents incorporated a set of road improvement geared to the phasing of future projects. These road threshold improvements were metered to the recordation of lots at the final map recordation stage, in effect limiting the amount of development to the construction or completion of the specific road improvements. The thresholds were enumerated in the SRSP and the text of the ordinance adopting the Zoning Map for the SRSP and referenced in the Master MMRP. All the projects within the SRSP are subject to these conditions, and projects that have been approved by either the County or the City have referenced those limits in the projects' Conditions of Approval.

Approximately a year ago, the City commissioned the preparation of the "Rancho Cordova Transportation Infrastructure Phasing Study" (see attachment 4) to test the assumptions and validity of the traffic thresholds, due in part to the development community reaching the early threshold limits of 2,000 units and not being able to build beyond 3,025 units due to delays in obtaining federal permits. The effect of the thresholds would significantly impact the course of development, because of the delays to the construction of the listed streets. The phasing study concluded the 3,025 unit threshold could be adjusted to approximately 5,225 units, with some variation to the timing of construction of certain roads improvements and identifying other road improvements that increased the efficiency of the overall system. In response to this new information, the City and the developers began a series of discussions to prioritize the needed

AGENDA ITEM # 12

road improvements and establish a list of those projects that would benefit from the adjusted thresholds.

The developers of the SRSP were asked to prioritize the developments that would benefit from the increased threshold and they are listed in the Table below. In turn, staff was tasked with reviewing the existing entitlements or amendments for those projects and determining what amendments would be necessary to issue approvals in order to accommodate the changed conditions. In addition, staff has needed to develop a program of ordinances and resolutions that would effectuate the changes to the SRSP and the subsequent approvals of the enumerated projects. An agreement between the developers and the City has been negotiated that will allow the development community to proceed with the construction of homes to the new threshold. In return, the development community has agreed to pay additional development fees to be collected by the City to fund the needed road improvements to carry the future traffic loads by the new developments.

ANALYSIS

Staff notes that not all projects are at the same point in the approval process. Some projects have received tentative approvals and have executed DA's, some have been approved and do not have executed DA's and there are projects that have been reviewed by the Planning Commission, but have not been approved by the City Council. The project approval differences have created some complexity in terms of amending the various projects' adopted or proposed conditions, including DA amendments. Regardless of where projects are in the planning process, however, the traffic threshold changes require that all the projects, approved or not, come back to the Planning Commission for review and recommendation.

Table A lists the projects and summarizes the respective documents or approvals that will be amended and the Ordinance and/or Resolution that will effectuate the changes. Listed below are the titles of the Ordinance and Resolutions that will accomplish the amendments. It is expected that the ordinances will be introduced before the Council on April 3 and adopted on April 17 along with the resolutions. The body of the ordinance text and the exhibits of each are attached to this report.

1. **Ordinance 13-2006 AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING TITLE VI, CHAPTER 7, ARTICLE 1, SECTION 607-15 OF THE RANCHO CORDOVA ZONING CODE RELATING TO TRAFFIC PHASING REQUIREMENTS FOR THE SUNRIDGE SPECIFIC PLAN.** (Approval date April 17, 2006) This ordinance will establish new traffic thresholds for the listed projects, see attachment 1.

2. **Ordinance 14-2006 AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING CONDITIONS OF APPROVAL RELATING TO TRAFFIC PHASING REQUIREMENTS THAT WERE ATTACHED TO A LAND USE REZONING ORDINANCE FOR THE SUNRIDGE SPECIFIC PLAN AREA** (Approval date April 17, 2006) This ordinance will establish new traffic thresholds for the listed projects, see attachment 2.

3. **ORDINANCE 15-2006 AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING TITLE I, CHAPTER 1, ARTICLE 4, SECTIONS 101-802 THRU 808, 810 AND 812 DEVELOPMENT AGREEMENTS FOR THE ANATOLIA III, SUNRIDGE PARK I AND II, AND NORTH DOUGLAS DEVELOPMENT PROJECTS.** (Approval date April 17, 2006) The City of Rancho Cordova will be receiving new development fees from the developers benefiting from the amended traffic thresholds and the payment of said funds are structured into the Development Agreement Amendments

that will assist in the construction of major road improvements to serve the SRSP area, see attachment 3.

The following resolutions will be presented at the regular meeting of April 17, 2006 for adoption.

4. **RESOLUTION 31-2006 AMENDS MASTER MITIGATION MONITORING REPORTING PROGRAM FOR THE SUNRIDGE SPECIFIC PLAN.** (Approval date April 17, 2006) This resolution will amend the mitigation measures that were incorporated into the Zoning Conditions of the original SRSP and will establish mitigation measures for each listed projects that will benefit from the modified traffic thresholds.

5. **RESOLUTION 32-2006 AMENDS TENTATIVE MAP CONDITIONS OF APPROVAL/MMRP FOR THE ANTHOLOGY AT ANATOLIA, ANATOLIA III, SUNRIDGE PARK I AND II, SUNDANCE, AND NORTH DOUGLAS DEVELOPMENT PROJECTS.** (Approval date April 17, 2006) This resolution will amend the previous traffic threshold conditions and reference the new city ordinances that modify the traffic thresholds.

Table A
Summary of Actions to Modify the SRSP Thresholds

SRSP/SDCP Final EIR	Amended Master MMRP by **Resolution 31-2006.**
SRSP Amendment Relating to Traffic Phasing Requirements.	Amended by **Ordinance 13-2006**
SRSP Zoning Text - Conditions of Approval Relating to Traffic Phasing Requirements.	Amended by **Ordinance 14-2006**

Projects Approved by the City to be Amended

Projects	Development Agreement	Conditions of Approval/MMRP
Sunridge Park I RC-03-001	Amended DA by **Ordinance 15-2006**	Amended by **Resolution 32-2006**
N. Douglas RC-03-002	Amended DA by **Ordinance 15-2006**	Amended by **Resolution 32-2006**
Anatolia III RC-03-003	Amended DA by **Ordinance 15-2006**	Amended by **Resolution 32-2006**
Lot J RC-03-027	Review draft DA and recommend to City Council	Review and recommend to City Council
Anatolia IV RC-03-023	Review draft DA and recommend to City Council	Review and recommend to City Council
Sunridge Park II RC-04-096	Amended DA by **Ordinance 15-2006**	Amended by **Resolution 32-2006**

Sundance RC-04-122	Review draft DA and recommend to City Council	Amended by **Resolution 32-2006**
Anthology at Anatolia RC-04-157	No draft DA	Amended by **Resolution 32-2006**

The ordinances facilitating the traffic threshold modifications will be introduced on April 3rd, and would be adopted on the April 17th. The resolutions supporting the ordinance changes will be presented on April 17th, wherein all the actions would be in place at the same time. The ordinance adopting the DA's for Anthology at Anatolia and Sundance will be placed on a future agenda. Staff requested the Planning Commission to review the changes to the previously reviewed documents for Anatolia IV and Cresleigh Homes (Lot J) and forward those changes to the City Council. The City Council will hear the two projects at the regular meeting of April 17th.

Anatolia IV- Staff recommended changes to the Conditions of Approval and the draft Development Agreement that the Planning Commission had recently reviewed and sent to the City Council for adoption. Minor modifications to both documents were necessary to be consistent with the changes to the SRSP Traffic Thresholds.

Cresleigh Homes (Lot J) – Staff recommended changes to the Conditions of Approval and the draft Development Agreement that the Planning Commission had recently reviewed and sent to the City Council for adoption. Minor modifications to both documents were necessary to be consistent with the changes to the SRSP Traffic Thresholds.

ENVIRONMENTAL ANALYSIS

An Addendum to the Final EIR for the SRSP has been prepared to address the minor changes and clarifications to FEIR. Developers of properties within the SRSP listed above are seeking to amend provisions in the applicable Conditions of Approval, Mitigation Measures, and Development Agreements that assign construction of roadway improvements according to a phasing schedule. Many of these developers possess entitlements (Subdivision Maps and Development Agreements) that are based upon the existing phasing, which must also be amended to reflect the revised phasing. The Addendum is presented as a separate set of documents that will compliment this staff report and the attached exhibits within, which together will be the whole record of documents supporting the proposed actions, see attachment 5.

FINANCIAL IMPACTS

The City of Rancho Cordova will be receiving new development fees from the developers benefiting from the amended traffic thresholds and the method of payment of said funds are structured into the Development Agreement Amendments that will assist in the construction of major road improvements to serve the SRSP area.

RECOMMENDED MOTION

Move the City Council find the Addendum for the SRSP/SDCP FEIR prepared for the amendments to the SRSP is adequate, and introduce and waive first reading Ordinance 13-2006, 14-2006 and 15-2006, as submitted.

as amended by legal staff.

ATTACHMENTS

1. Ordinance 13-2006, with exhibits.
2. Ordinance 14-2006, with exhibits.
3. Ordinance 15-2006, with exhibits.
4. Rancho Cordova Transportation Infrastructure Phasing Study
5. Addendum to the FEIR for the SunRidge Specific Plan – provided to Council as separate attachment.

5225 of the 9000 total units in SRSP / SPCP

AKT
Riverwest
Woodside
Lennar

Tim Tarvu

inc very significant increase in Park Fee & Transportation Fee.
No change to Mitigation Measure.
all originally reqd imps - change of timing.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 13-2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING TITLE VI, CHAPTER 7, ARTICLE 1, SECTION 607-15 OF THE RANCHO CORDOVA ZONING CODE RELATING TO TRAFFIC PHASING REQUIREMENTS FOR THE SUNRIDGE SPECIFIC PLAN

RECITALS

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Resolution No. 2002-0901, establishing the SunRidge Specific Plan ("SRSP"); and

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Ordinance No. SZC 2002-0015, establishing the SunRidge Specific Plan ("SRSP") as part of the County Zoning Code; and

WHEREAS, the provisions of the SRSP were added to the Sacramento County Zoning Code as Title VI, Chapter 7, Article 1, Sections 617-10 through 617-17.6; and

WHEREAS, pursuant to Subsections 617-15(A)(45)-(49) of the SRSP, the County established certain zoning conditions relating to transportation improvement phasing, which are applicable to all properties within the SRSP Area; and

WHEREAS, in order to ensure that the pace of residential development within the SRSP Area does not outpace the construction of transportation infrastructure, leading to undue traffic congestion, the zoning conditions relating to transportation improvement phasing establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation projects within the SRSP Area (the "Thresholds"); and

WHEREAS, the zoning conditions relating to transportation improvement phasing establish Thresholds set at 2,000 units, 3,025 units and 6,500 units; and

WHEREAS, on July 1, 2003, the City of Rancho Cordova ("City") incorporated; and

WHEREAS, the SunRidge Specific Plan Area is located entirely within the incorporated boundaries of the City; and

WHEREAS, pursuant to Resolution 06-2003, the City adopted and approved the continuation of the SunRidge Specific Plan for the maximum period of time authorized by Government Code Section 65360, which relates to the establishment of a General Plan by a newly incorporated city; and

WHEREAS, pursuant to Ordinance No. 21-2003, the City adopted by reference the Sacramento County Zoning Code, including those provisions relating to the SRSP; and

WHEREAS, since the City's incorporation, development of the SRSP Area has proceeded and final maps for over 2,000 units within the SRSP Area have been approved; and

WHEREAS, since the City's incorporation, construction of various transportation improvements related to the Thresholds have commenced; and

WHEREAS, an analysis of the traffic phasing requirements for the SRSP titled, "Rancho Cordova Transportation Infrastructure Phasing Study" and dated March 23, 2006, (the "Traffic Study") has been prepared for the City by transportation consulting company Fehr & Peers (the "Consultant") and reviewed by traffic engineers in the City Public Works Department; and

WHEREAS, the Traffic Study recommends some reorganization of the transportation projects within the SRSP that are the basis for the Thresholds; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 2,000 units under the SRSP can be raised to 2,500 units, without causing any undue traffic congestion; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 3,025 units under the SRSP can be raised to 5,225 units, without causing any unacceptable traffic congestion or safety problems; and

WHEREAS, the Traffic Study concludes that the traffic thresholds set at 2,500 and 5,225 units can be tied to the issuance of building permits rather than the recordation of final maps; and

WHEREAS, on the basis of these conclusions, certain development projects located within the SRSP Area have requested an amendment of the Threshold conditions as applied; and

WHEREAS, these development projects are more commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II, North Douglas, Sundance (Mather East); and Lot J (the "Development Projects"); and

WHEREAS, the Development Projects have not yet received final maps; and

WHEREAS, the Development Projects, combined with existing projects in the SRSP Area, which have already received final maps, represent 5,223 total residential units; and

WHEREAS, this total number of residential units is within the total number of units the Traffic Study has concluded can be recorded in final maps without causing undue traffic congestion within the SRSP Area; and

WHEREAS, the City Council has determined that although the Development Projects are at various stages of the City's planning development process, the Development Projects have all received approval or recommendations of approval for development agreements and/or tentative maps from either the City or the County, prior to the City's incorporation; and

WHEREAS, the City has prepared an Addendum to the Environmental Impact Report (EIR) prepared by the County for the SDCP/SRSP. The Addendum concludes that neither the revisions to the phasing of the roadway improvements described herein, nor changes in traffic conditions in the vicinity of the Development Projects, will create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR.

WHEREAS, on the basis of Traffic Study and the Addendum to the EIR, the City concludes that an increase in the Thresholds as applied to the Development Projects is consistent with the City's interim General Plan and will be consistent with the future adopted General Plan, and concludes that there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan; and

WHEREAS, in return for amending the SRSP and the Thresholds as applied, the Development Projects have agreed to pay certain fees to be used by the City for transportation projects and park development.

NOW THEREFORE, the City Council of the City of Rancho Cordova does ordain as follows:

SECTION 1. Findings and Evidence.

A. Finding: The proposal will not have a significant adverse impact on the environment and an Addendum to the EIR for the Sunrise-Douglas Community Plan (SDCP) SunRidge Specific Plan (SRSP) has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: On the basis of the Addendum to the EIR for the SDCP/SRSP and the whole record, there is no substantial evidence that the proposal would have a significant adverse impact on the environment. The revisions to the phasing of the roadway improvements described herein will not create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR. Further, there have not been any changes in the traffic conditions in the vicinity of the Development Projects since the EIR was certified by the County in 2002 that have created a new significant environmental impact or substantially increased the severity of a significant impact not identified in the SDCP/SRSP EIR. Finally, there are no mitigation measures or alternatives previously found not to be feasible in the SDCP/SRSP EIR, or considerably different from those analyzed in the previous SDCP/SRSP EIR, that have now been found to be, in fact, feasible or found to substantially reduce one or more significant effects of the SDCP/SRSP.

B. Finding: The proposal will be consistent with the future adopted General Plan; further, there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan. The proposal will implement and be consistent with goals and policies of the interim General Plan documents that have been adopted by the City Council.

Evidence: The request revises the phasing of roadway improvements in the Zoning Conditions on certain parcels in the SunRidge Specific Plan. Property owners will be required to install needed roadway improvements as described in the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers (March 23, 2006). This Study found that the revised phasing of roadway improvements implements the intent of the prior Zoning Ordinance, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005.

SECTION 2. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 45 is hereby amended to read as follows:

"45.

a. No more than a cumulative total of 2,000 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the eight roadway and one pedestrian/bicycle improvement projects included as Phase 1 bond eligible circulation improvement projects in Figure 17 of the Sunridge Public Facilities Financing Plan ("nine priority projects"), except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Transportation if it determines that all nine priority projects are expected to be completed prior to traffic generated by said 2,000 residential building lots and that development of more than 2,000 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. For purposes of these conditions 45, 46, 47 and 48, the term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

b. Notwithstanding Subsection (a), with respect to the Anthology at Anatolia and Sundance development projects in the SunRidge Specific Plan Area, which are more specifically identified in Ordinance 13-2006, final maps may be recorded for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1) and (9), below, and no more than 50% of the building permits for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement projects (4) and (5), below. The issuance of building permits for the Anthology at Anatolia and Sundance portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (2), (3), (6), (7) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.

6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

c. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9, 11, and 23, which are more specifically identified in Ordinance 13-2006, final maps may be recorded for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement project (8), below. The issuance of building permits for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement project (2), (3), (6), and (7), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.

9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

d. Notwithstanding Subsection (a), with respect to the Anatolia IV development project in the SunRidge Specific Plan Area, which is more specifically identified in Ordinance 13-2006, final maps may be recorded for the Anatolia IV portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anatolia IV portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5), (6) and (9), below, and no more than 50% of the building permits for the Anatolia IV portion of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement projects (2) and (7), below. The issuance of building permits for the Anatolia IV portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

e. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Sunridge Park I & II; and North Douglas; which are more specifically identified in Ordinance 13-2006, final maps may be recorded for the Sunridge Park I & II, and North Douglas portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Sunridge Park I &

II, and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (3), and (7) below. The issuance of building permits for the Sunridge Park I & II, and North Douglas portions of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (6) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

f. Notwithstanding Subsection (a), with respect to the Lot J development project in the SunRidge Specific Plan Area, which is more specifically identified in Ordinance 13-2006, final maps may be recorded for the Lot J portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (6) and (7), below. The issuance of building permits for the Lot J portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.

2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle. "

SECTION 3. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 46 is hereby amended to read as follows:

"46.

a. No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to commencement of construction of the twenty-four roadway and one pedestrian/bicycle improvement projects included for Sunridge funding as Phase 1 circulation improvement projects in Figure A-2 of the Sunridge Public Facilities Financing Plan, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that all twenty-four roadway projects and one pedestrian/bicycle project are expected to be completed prior to the traffic generated by said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. In the event that the three intersection improvements (Sunrise Blvd./SR-16, Sunrise Blvd./Grantline Rd., and Grantline Rd./SR-16) indicated in Figure A-2 as 100% financed by other sources require supplementary funding, the SunRidge Specific Plan will advance such funding to assure timely construction prior to recording more than 3,025 building lots and will be eligible for reimbursement from the other funding sources if and when available.

b. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I and II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 13-2006, no more than a cumulative total of 5,225 building permits for residential dwelling units within the SunRidge Specific Plan shall be issued prior to the commencement of construction of the fifteen roadway improvement projects (1)-(15) listed below, except that the Chief Building Official may issue additional building permits for subdivisions within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Public Works if he/she determines that all fifteen projects are expected to be completed prior to traffic generated by said 5,225

units and that development of more than 5,225 units will not result in safety problems. Circumstances could change wherein the City could find that any or all of the fifteen roadway improvement projects listed below are unnecessary, undesirable, or infeasible, in which case the Director of Public Works may adjust the list as recommended by a report prepared or approved by the Department of Public Works. Any traffic studies required by the City in support of such determination shall be paid for by the property owner.

1. Construct Zinfandel Drive as a four-lane road from International Drive to Douglas Road, and install a signal at the Douglas Road intersection.
2. Widen Douglas Road to four lanes from Zinfandel Drive-Eagles Nest Road to Sunrise Blvd.
3. Install a traffic signal and make improvements to the intersection of Zinfandel Drive and International Drive.
4. Construct Chrysanthy Boulevard as a four lane road from Sunrise Boulevard to Rancho Cordova Parkway.
5. Install a traffic signal at the intersection of Chrysanthy Boulevard and Rancho Cordova Parkway.
6. Widen Sunrise Blvd to four lanes from Chrysanthy Boulevard to Kiefer Boulevard.
7. Widen Sunrise Boulevard to four lanes from Kiefer Boulevard to SR 16.
8. Install a traffic signal and make improvements at the intersection of Sunrise Boulevard and SR 16.
9. Widen Douglas Road to four lanes from Americanos Boulevard to Grant Line Road.
10. Realign Grant Line Road/White Rock Road from Douglas Road to Prairie City Road, widen shoulders and add turn pockets.
11. Install a traffic signal at the intersection of Grant Line Road and White Rock Road
12. Install a traffic signal and make improvements to the intersection of Grant Line Road and SR 16.
13. Widen SR-16 to four lanes from Sunrise Road to Grant Line Road.
14. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Kiefer Boulevard.
15. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Grant Line Road.

c. This Condition 46 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9 and 11; which are more specifically identified in Ordinance 13-2006."

SECTION 4. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 47 is hereby amended to read as follows:

"47.

a. No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the Zinfandel Drive extension from International Drive to Douglas Road with a minimum of two continuous traffic lanes on both the Mather and Villages of Zinfandel properties, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that the Zinfandel Drive extension is expected to be completed prior to traffic generated by

said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

b. This Condition 47 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 13-2006."

SECTION 5. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 48 is hereby amended to read as follows:

"48.

a. No more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following circulation improvements in addition to the Phase 1 projects listed in Figure A-2 of the SunRidge Public Facilities Financing Plan:

   a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
   b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
   c. Four traffic lanes on Douglas Road from the Folsom South Canal bridge to Grantline Road.
   d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
   e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
   f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
   g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

   An exception to the above-stated requirement is that the City Council may approve final map subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines the projects described as 48(a) through 48(g) above are expected to be completed prior to traffic generated by said 6,500 residential building lots and that development of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

b. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 13-2006, no more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following roadway improvement projects:

a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
c. Traffic signals at SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.
d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

c. This Condition 48 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9 and 11; which are more specifically identified in Ordinance 13-2006."

SECTION 6. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 49 is hereby amended to read as follows:

49.

a. In order to promote the orderly development of the major roadway circulation system in the SunRidge Specific Plan and to minimize traffic and safety problems resulting from discontinuous improvements on arterial and thoroughfare streets serving the traffic from individual development projects, all final maps and associated improvement plans for SRSP subdivision will be reviewed to determine the adequacy of the Sunridge circulation system improvements currently in place. The County's Transportation Planning and Land Development/Site Improvement Review Sections will determine if additional roadway improvements within the SRSP are required beyond those proposed with final maps/improvement plans. In such determinations, the developer will be required to augment the construction of roadway improvements located on or adjacent to his/her property with other roadway improvements located within SRSP. The matrix of SRSP Onsite Roadway Improvement Phasing Requirements indicated in Table 1 and keyed to the Sunridge Financing Plan's Roadway CIP is advisory with regard to the particular roadway improvements and traffic criteria to be considered for the development of parcels within each SRSP ownership group as identified in the SRSP Land Use Allocation Table.

b. Condition 49, as set forth in Subsection (a), shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 13-2006. However, development applicants for the Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance development projects shall:

i. Prior to recordation of a final map, pay a fee of $865 per residential dwelling unit; and

ii. Prior to issuance of building permits, pay a fee of $4,195 per residential dwelling unit.

These fees shall be in addition to any other fees the development applicant is subject to or has otherwise agreed to pay."

SECTION 7. For purposes of identification in this Ordinance 13-2006, the development projects commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance are more specifically identified as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 8. 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 3rd day of April, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
ROBERT J. MCGARVEY, MAYOR

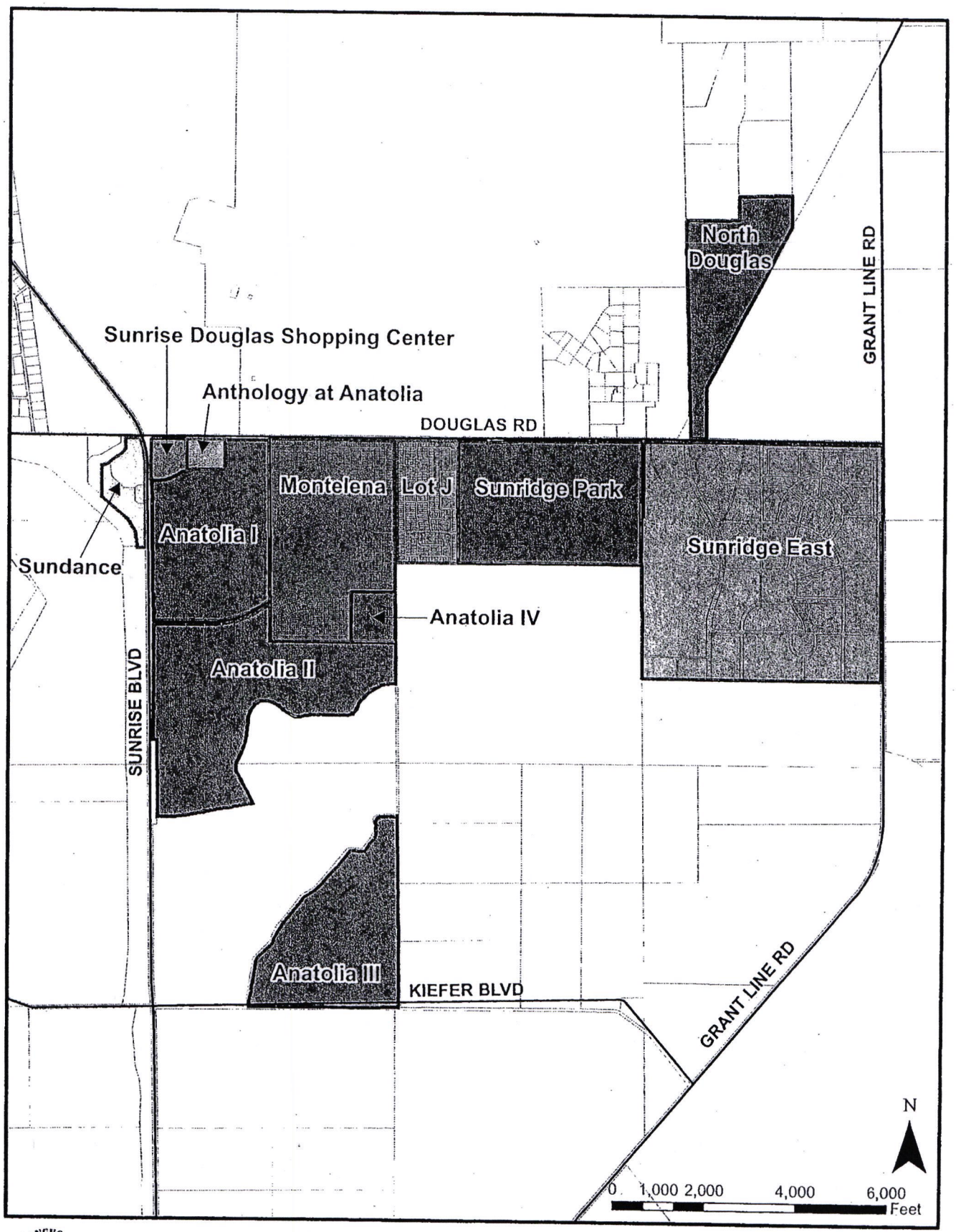
ATTEST:

_____
LILLIAN E. HARE, CITY CLERK

EXHIBIT A

Property Descriptions for:

- Anthology at Anatolia
- Anatolia III, Villages 9, 11, and 23
- Anatolia IV
- Sunridge Park I & II
- North Douglas
- Lot J
- Sundance



City of Rancho Cordova
Planning Department

Figure 3
Sunridge Specific Plan Projects

EXHIBIT A

Property Descriptions for:

- Anthology at Anatolia
- Anatolia III, Villages 9, 11, and 23
- Anatolia IV
- Sunridge Park I
- Sunridge Park II
- North Douglas
- Lot J
- Sundance

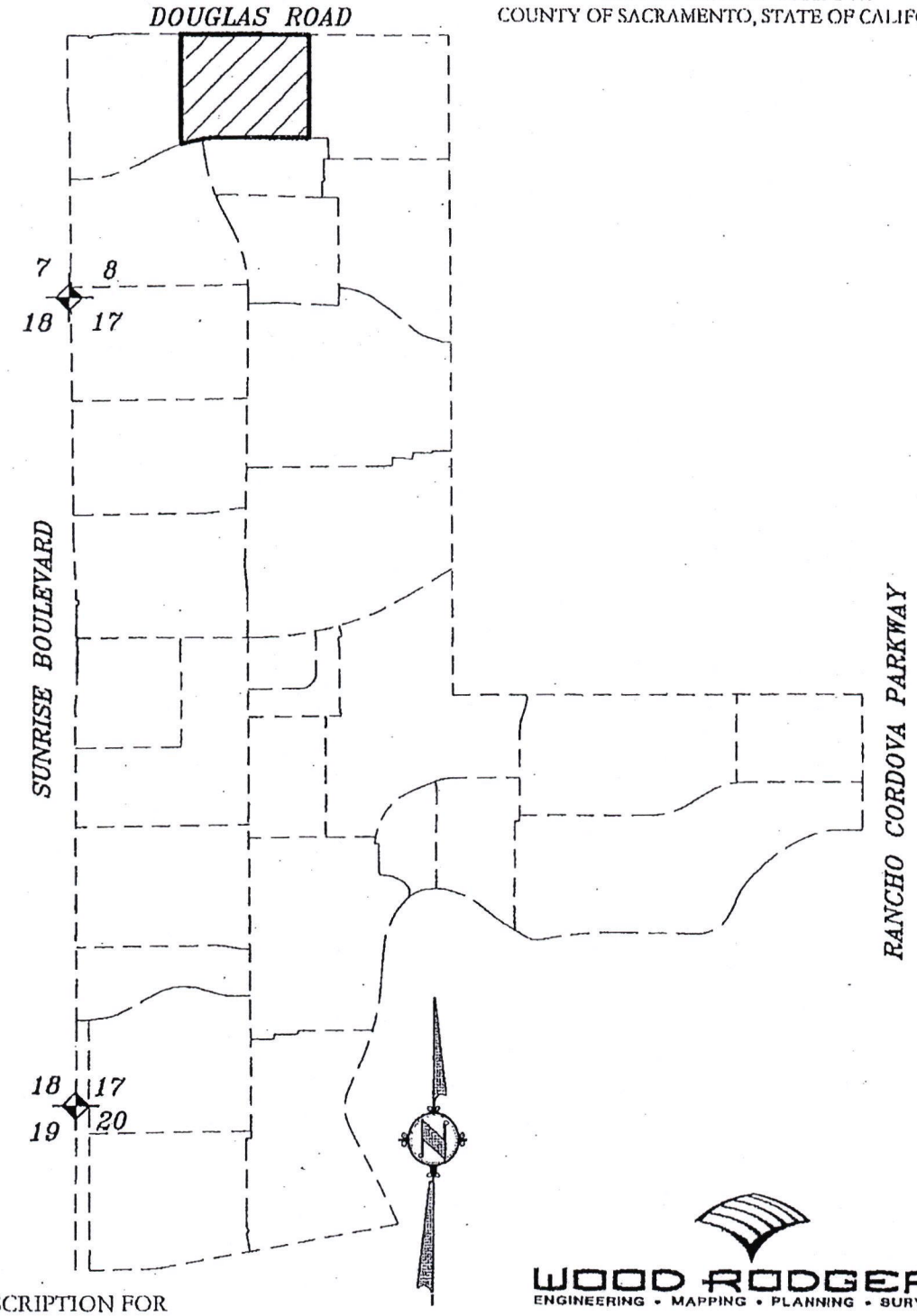
Exhibit A - Anthology at Anatolia

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANTHOLOGY AT ANATOLIA
ALL OF LOT 2 OF 316 B.M. 8
SEC. 8, T. 8 N. R. 7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=1000'

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Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

TENTATIVE SUBDIVISION MAP

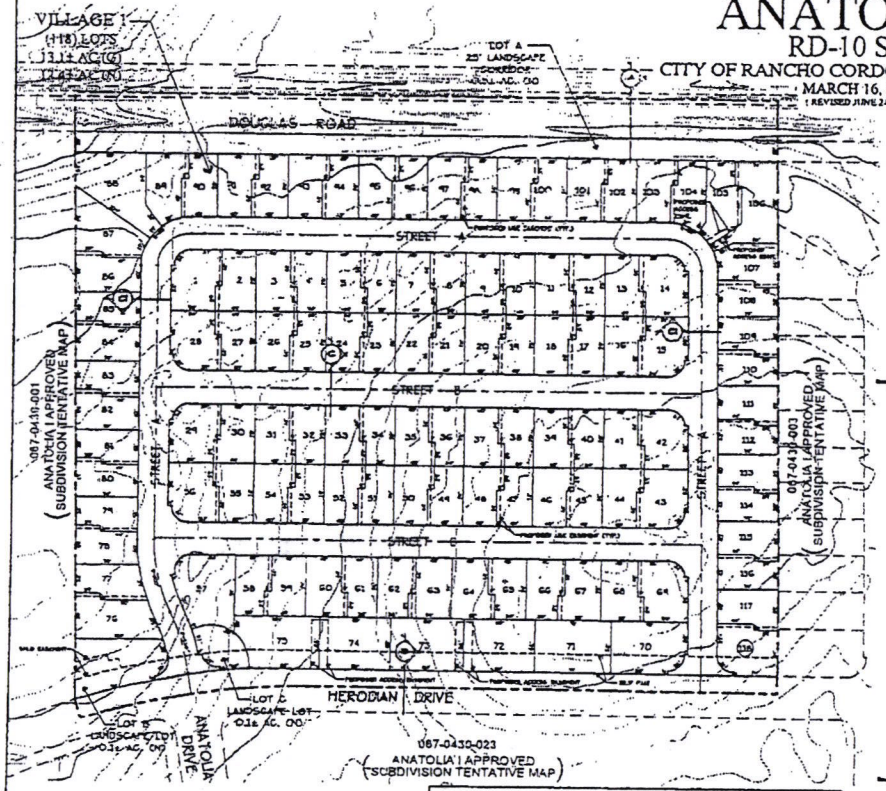
ANATOLIA I

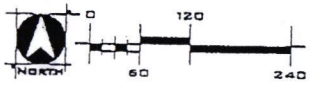
RD-10 SITE

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 16, 2005

(REVISED JUNE 24, 2005)





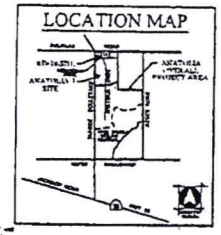
LAND USE SUMMARY

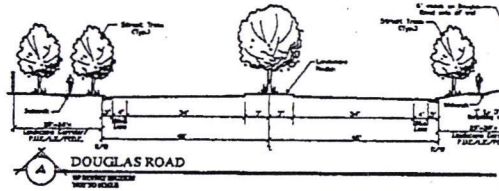
LOT NO./ VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (±)	ACRES (±)	UNITS
VILLAGE 1	LDR/SP-RD-RM-10	4-6" RESIDENTIAL COLLECTOR LOTS	11.4	13.1	118
SUBTOTAL			11.4	13.1	118
LOTS A-C	LDR/SP-RD-RM-10	LANDSCAPE LOTS	0.7	-	0
DOUGLAS ROAD	-	MAJOR ROAD	1.0	1.0	0
SUBTOTAL			1.7	1.0	0
TOTAL			14.1	14.1 ACRES	118

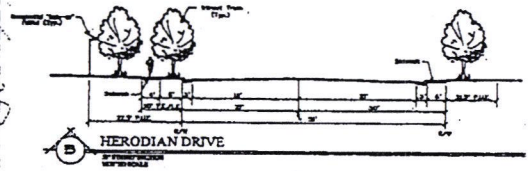
* LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS.
GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE HALF (ADJACENT) STREETS ONLY.

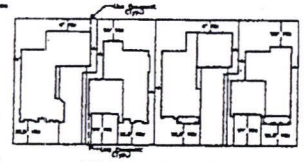
NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 (a) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 10.0' PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHTS OF WAY UNLESS AS APPROVED BY THE CITY ENGINEER.

LOCATION MAP

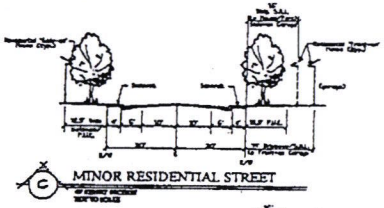


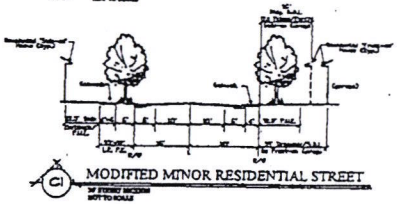






TYPICAL SETBACKS





PROJECT NOTES

ZONING
APPLICANT/DEVELOPER
3300 "C" STREET, BLDG. 100-B
SACRAMENTO, CA 95816
CONTACT: SEAN HORGAN
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS
067-0430-002

AREA
14.24 ACRES

NUMBER OF LOTS/CATEGORIES
118 SINGLE FAMILY LOTS
3 LANDSCAPE LOTS

EXISTING & PROPOSED ZONING
RD-10

PUBLIC, MUNICIPAL & UTILITY PROVIDERS
IMPROVEMENTS: COUNTY OF SACRAMENTO
WATER: COUNTY OF SACRAMENTO
SEWER: SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE: COUNTY OF SACRAMENTO
ELECTRICITY: SMUD
GAS: PACIFIC GAS + ELECTRIC
TELEPHONE: SBC
SCHOOL DISTRICT: ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT: SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT: CORDOVA RECREATION + PARK DISTRICT

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Sacramento, CA 95816 Fax 916.341.7767

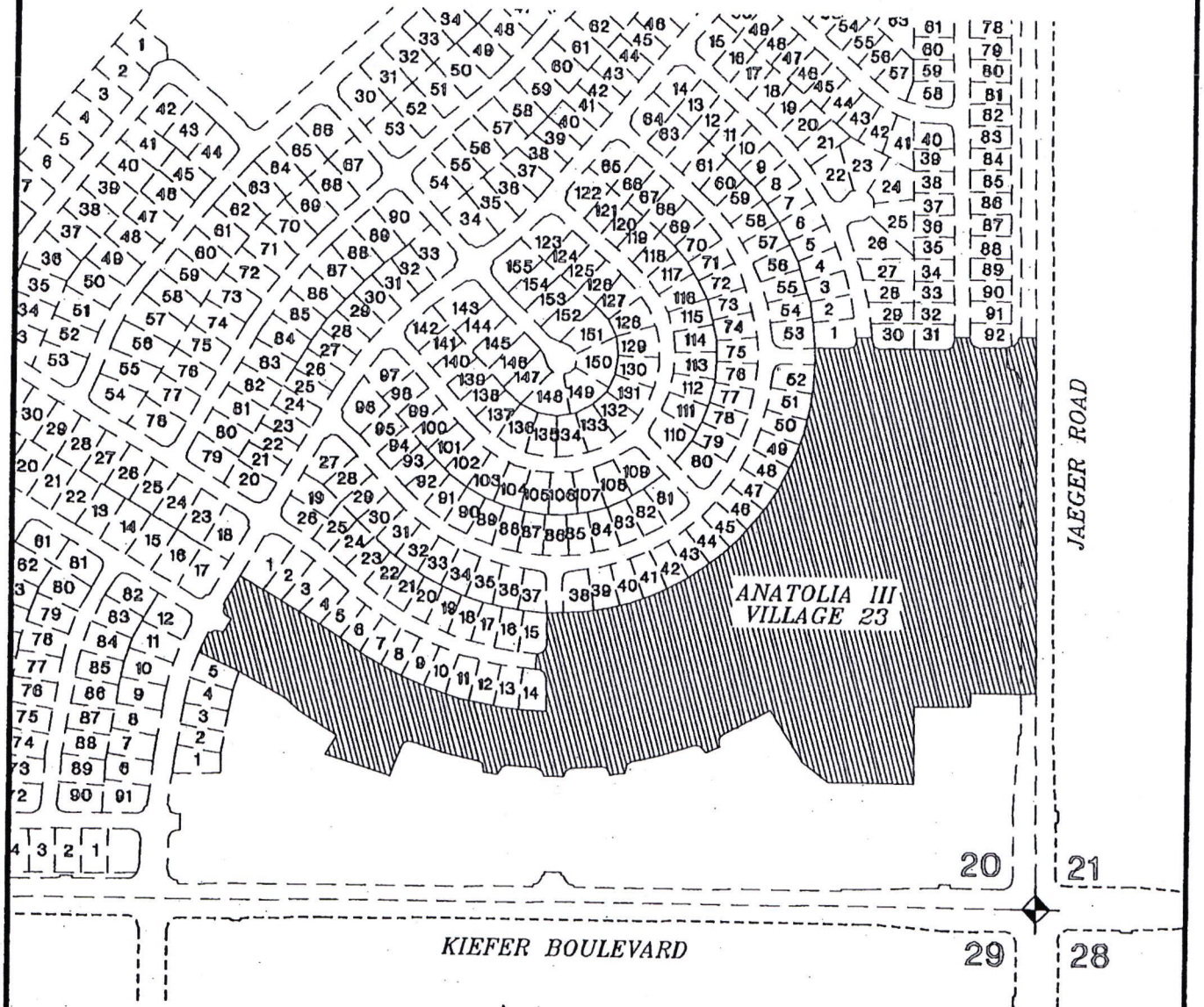
Exhibit A - Anatolia III, Villages 9 and 11

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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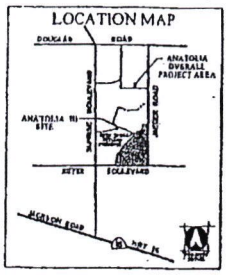
LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

ANATOLIA III

(A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA)
CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 30, 2001

EXHIBIT "D"



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Sacramento, CA 95816 Fax 916.341.7767

TENTATIVE SUBDIVISION MAP - ANATOLIA III

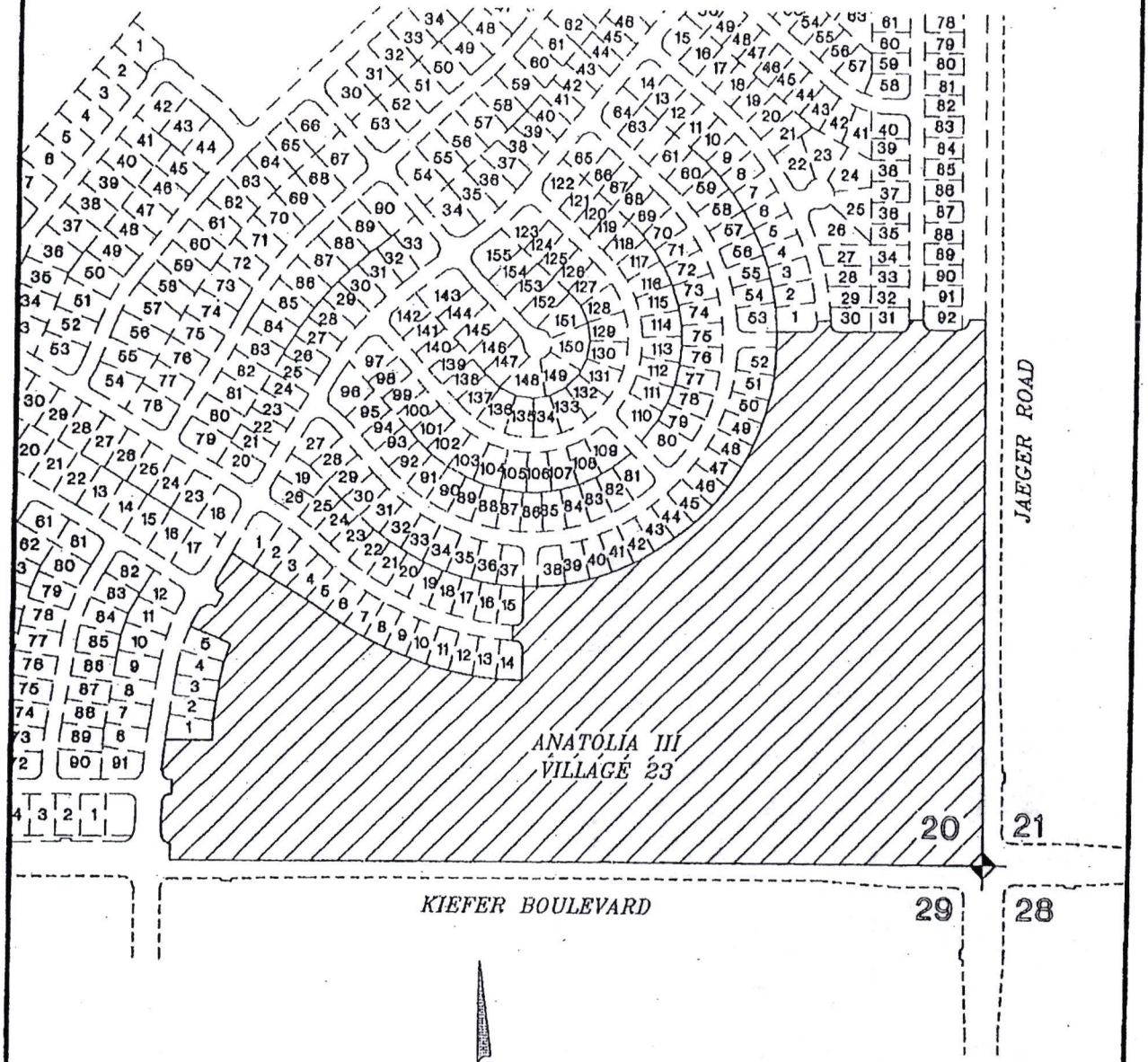
Exhibit A - Anatolia III, Village 23

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SEC. 20, T8N, R7E, M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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Sacramento, CA 95816 Fax 916.341.7767

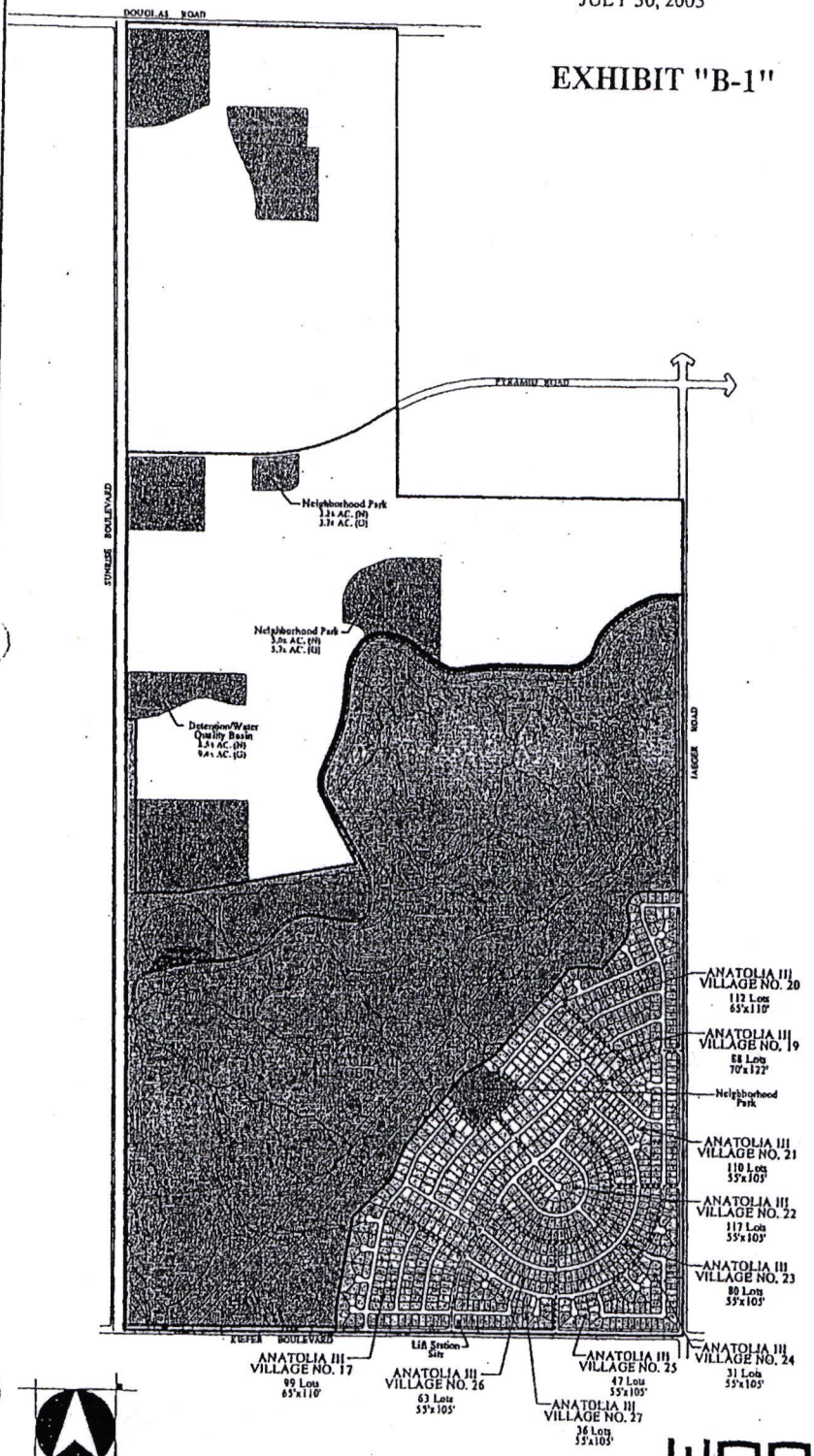
LAND USE MAP

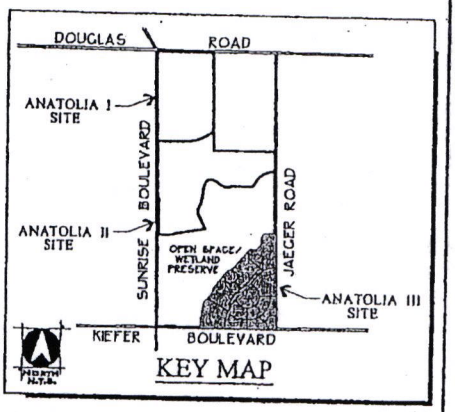
ANATOLIA III

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 30, 2003

EXHIBIT "B-1"





LAND USE SUMMARY TABLE

ANATOLIA III

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
18 & 19	LDR/RD-4/RD-4	184 LOTS (70'x122')	47.0
17 & 20	LDR/RD-5/RD-5	211 LOTS (65'x110')	53.9
21 - 27	LDR/RD-5/RD-5	484 LOTS (55'x105')	102.1
TOTAL		879 LOTS	203.0

NOTE: GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE/DRAINAGE CORRIDORS.

NORTH
N.T.S.

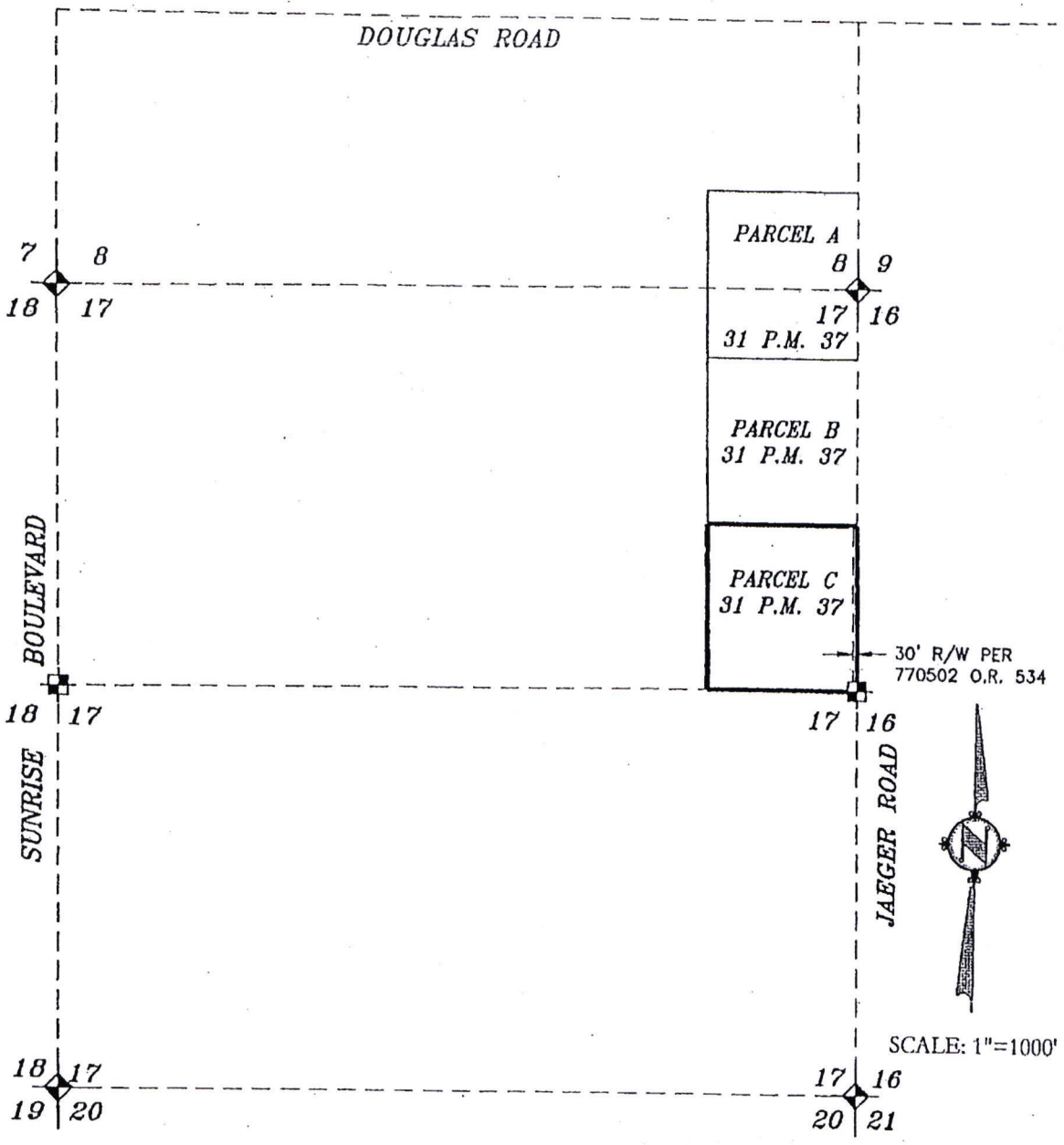
WOOD RODGERS
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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Anatolia IV

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA IV
A PORTION OF SECTION 17
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SCALE: 1"=1000'

SEE DESCRIPTION FOR
COURSE INFORMATION

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Sacramento, CA 95816 Fax 916.341.7767

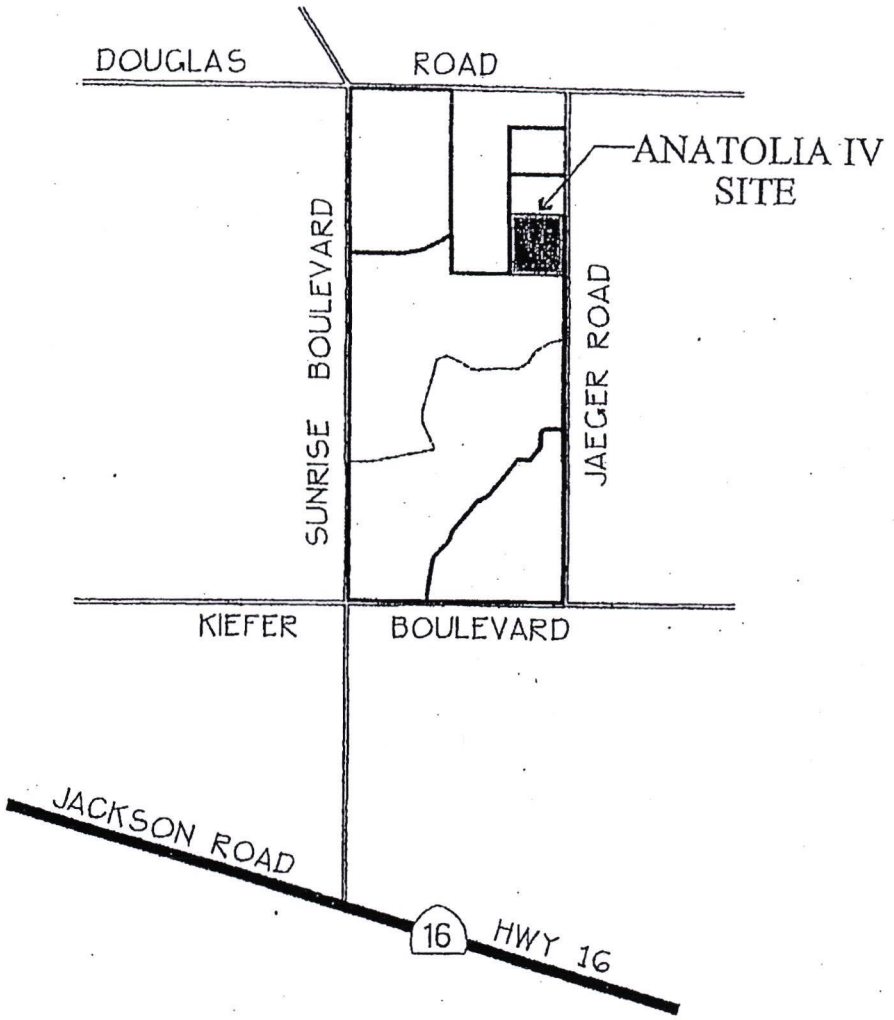
LOCATION MAP

ANATOLIA IV

CITY OF RANCHO CORDOVA, CALIFORNIA

DECEMBER 30, 2004

EXHIBIT "A-3"



NORTH
N.T.S.

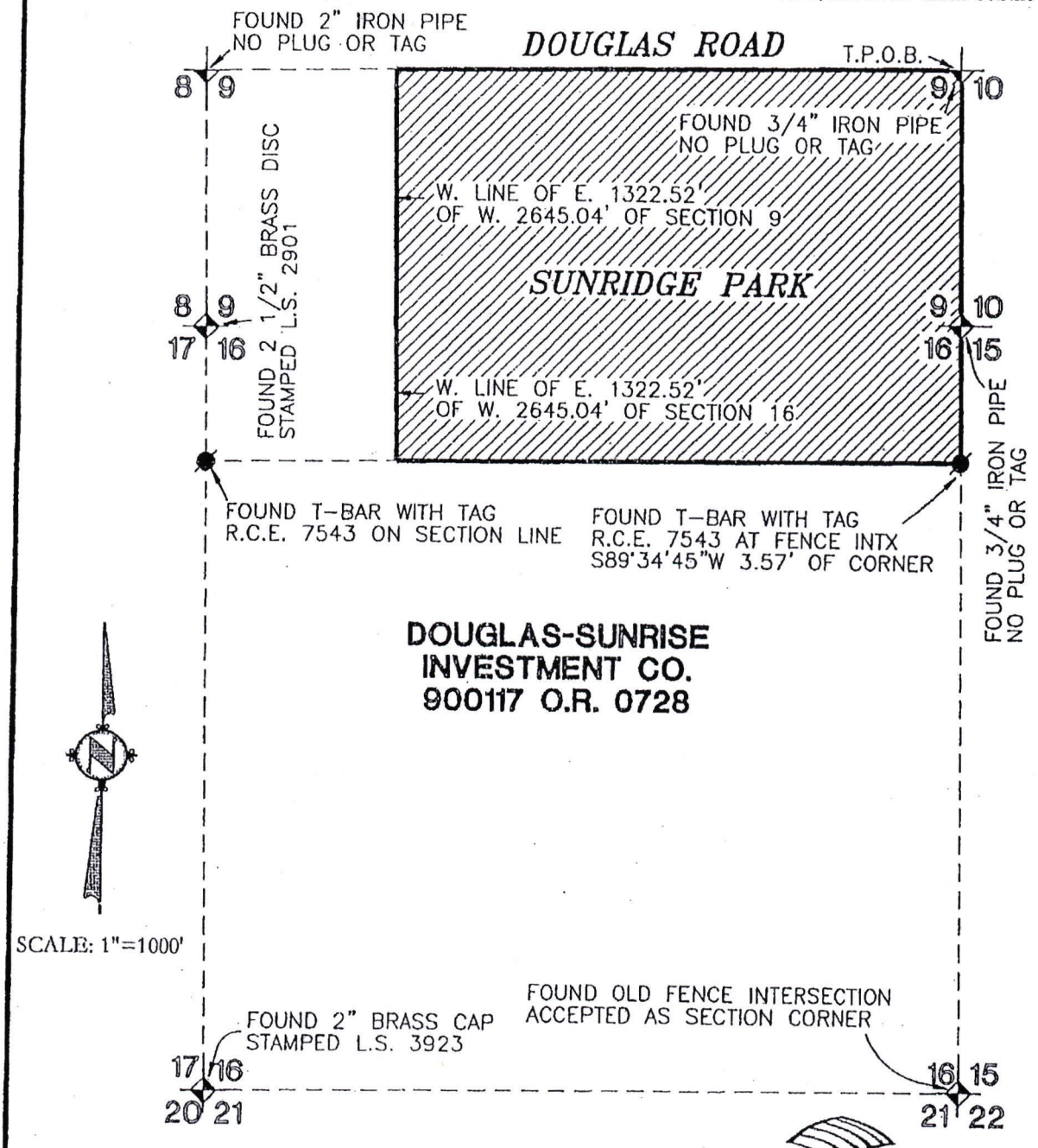
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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Sunridge Park I and Sunridge Park II

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

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Sacramento, CA 95816 Fax 916.341.7767

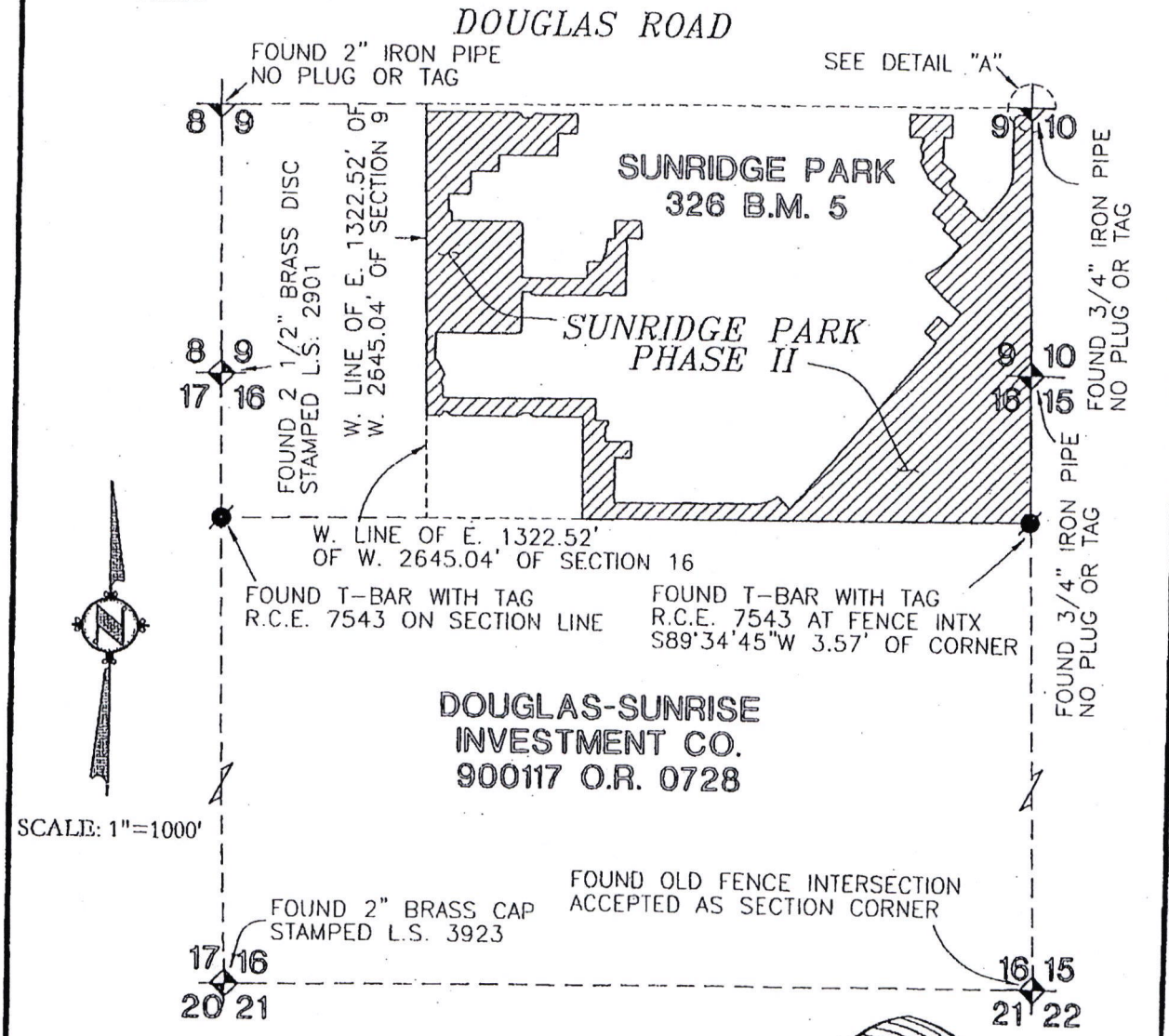
EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
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

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Sacramento, CA 95816 Fax 916.341.7767

Exhibit A - North Douglas

EXHIBIT A-2

PLAT TO ACCOMPANY DESCRIPTION

NORTH DOUGLAS
LOTS 1 - 8 - 347 B.M. 9
A PORTION OF RANCHO RIO DE LOS AMERICANOS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SCALE: 1"=1000'

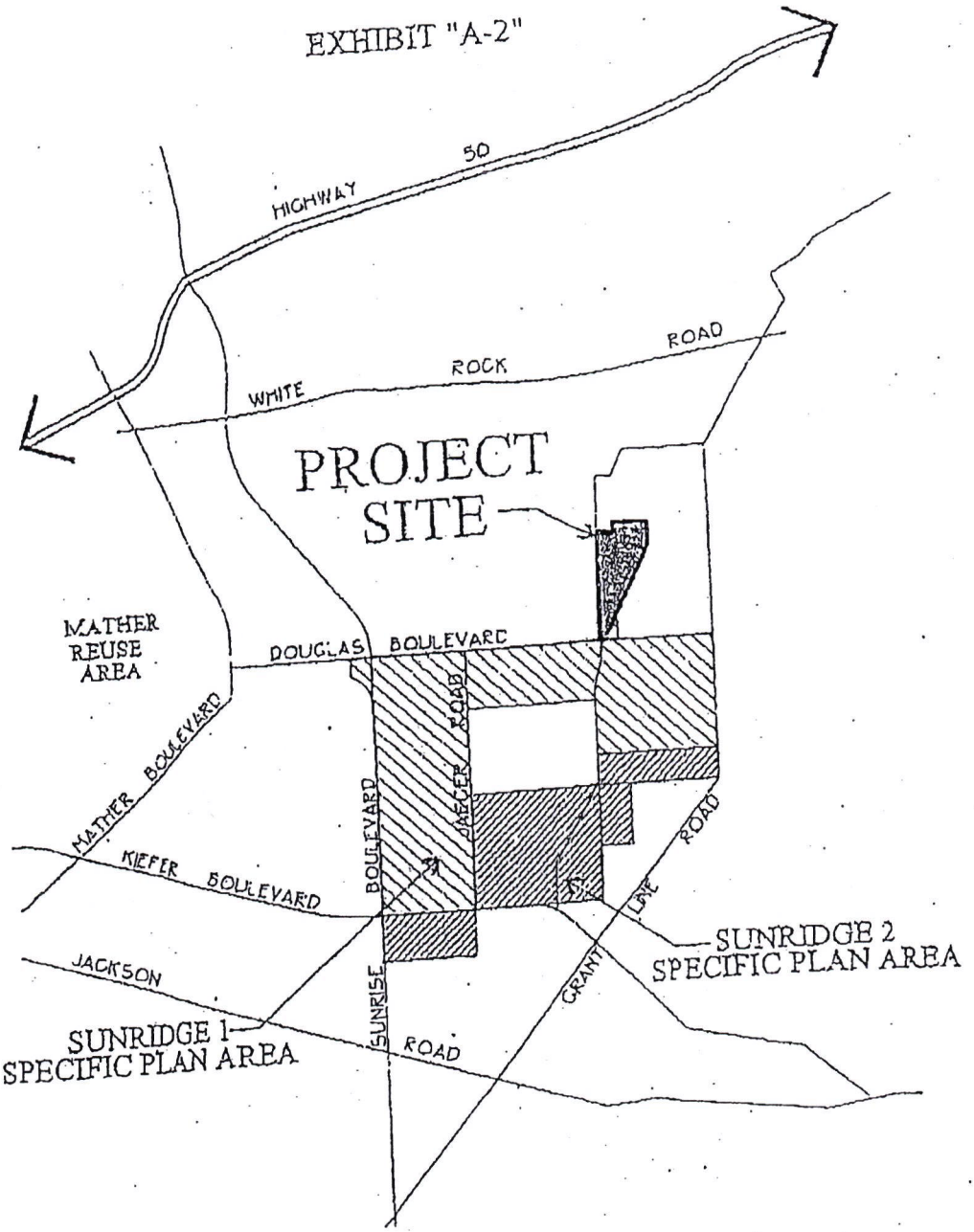
55 P.M. 30

SEE DESCRIPTION FOR COURSE INFORMATION

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Sacramento, CA 95816 Fax 916.341.7767

LOCATION MAP
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 2004

EXHIBIT "A-2"

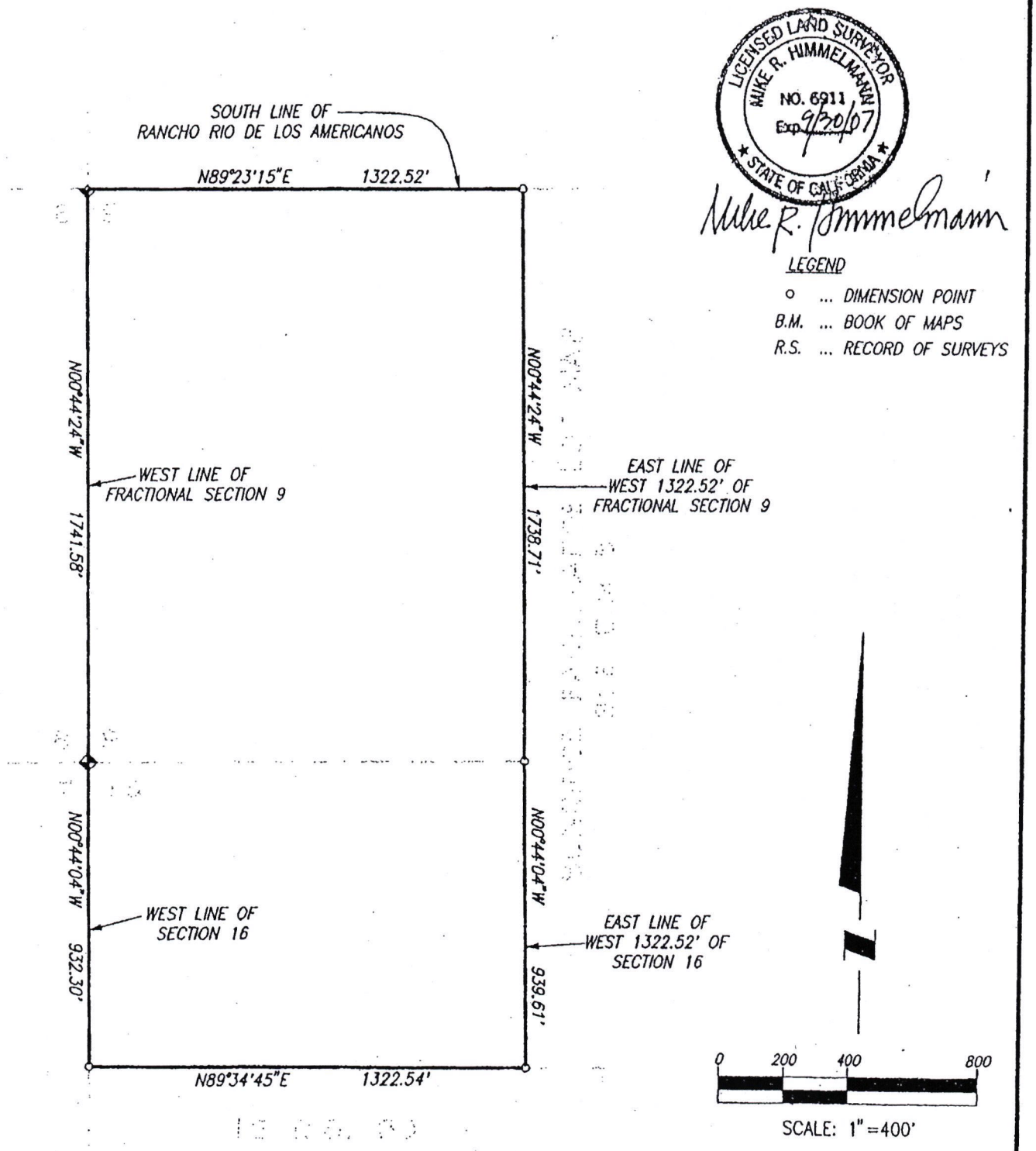


NORTH
N.T.S.

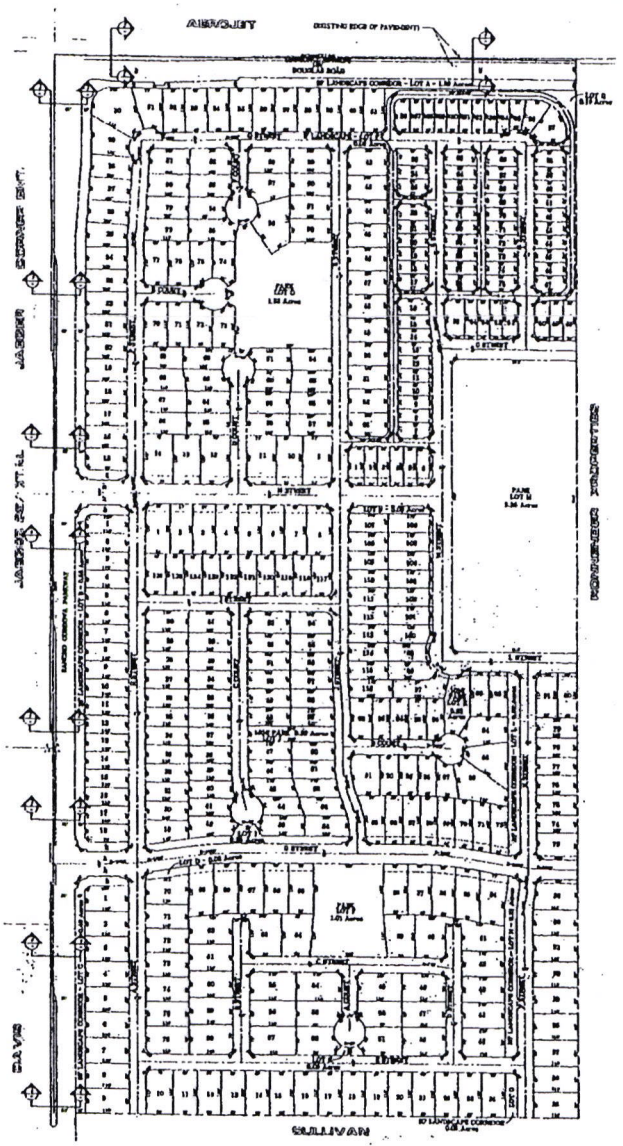
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
9301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Lot J

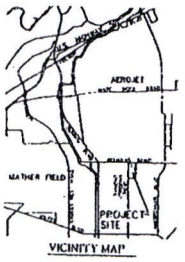
EXHIBIT A-2



CALC: MH DRN: DW CKD: MH APRVD: MH	EXHIBIT MAP FOR WEST 1322.52' OF A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, T.8N., R.7E., M.D.B. & M. COUNTY OF SACRAMENTO, CALIFORNIA MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	DATE: 3.20.06 SCALE: 1"=400' FB: N/A WO: 03-105



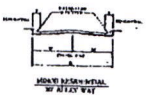


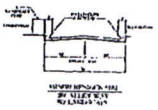


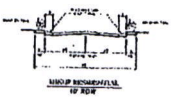
VICINITY MAP

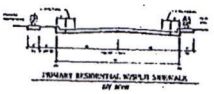
GENERAL NOTES

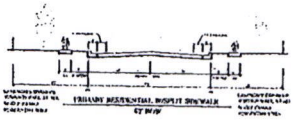
LAND USE SUMMARY

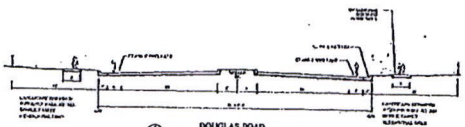




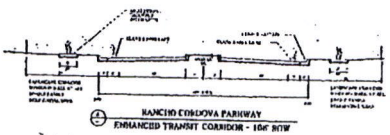




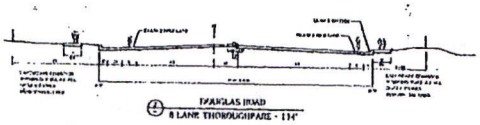




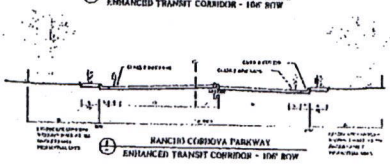
DOUGLAS ROAD
6 LANE THOROUGHFARE - 96'



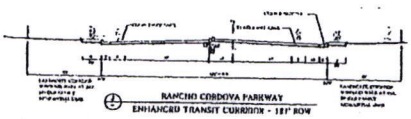
RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW



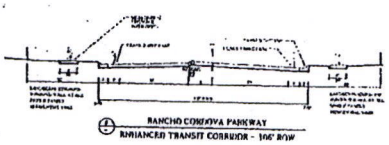
DOUGLAS ROAD
6 LANE THOROUGHFARE - 134'



RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW



RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 121' ROW



RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW

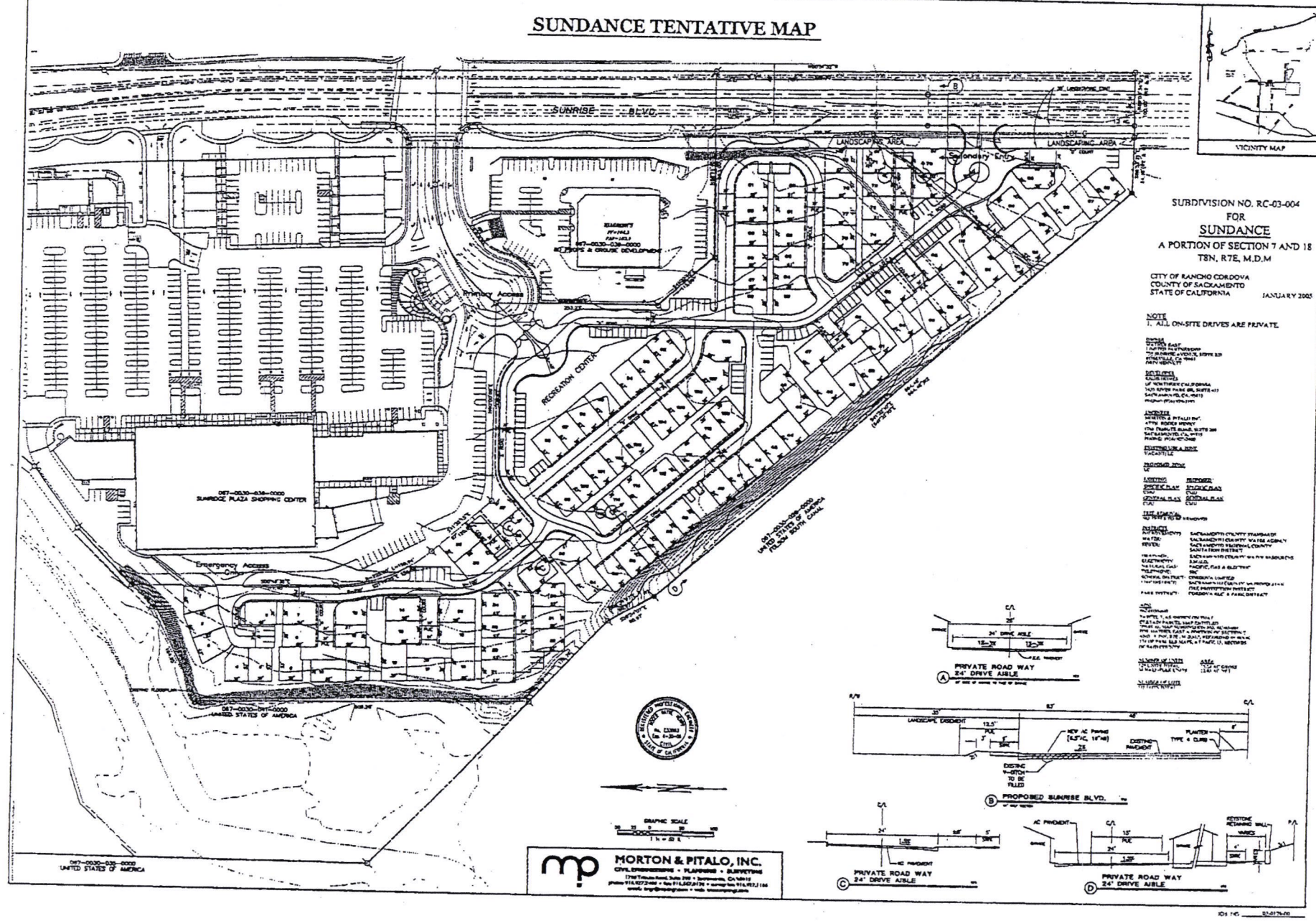
TENTATIVE SUBDIVISION MAP
STREET AND LOTTING PLAN
MARCH 20, 2000

SUN RIDGE LOT J
SUN RIDGE SPECIFIC PLAN
CITY OF RANCHO CORDOVA, CALIFORNIA

MSA ENGINEERING

Exhibit A - Sundance

SUNDANCE TENTATIVE MAP


SUNRISE BLVD.
RECREATION CENTER
Primary Access
Emergency Access Only
067-0030-036-0000
SUNRIDGE PLAZA SHOPPING CENTER
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CITY OF RANCHO CORDOVA

ORDINANCE NO. 14-2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING CONDITIONS OF APPROVAL RELATING TO TRAFFIC PHASING REQUIREMENTS THAT WERE ATTACHED TO A LAND USE REZONING ORDINANCE FOR THE SUNRIDGE SPECIFIC PLAN AREA

RECITALS

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Resolution No. 2002-0901, establishing the SunRidge Specific Plan ("SRSP"); and

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Ordinance No. SZC 2002-0014, changing land use zones within the SunRidge Specific Plan ("SRSP") Area; and

WHEREAS, the zoning changes were conditioned upon compliance with a number of requirements set forth in "Exhibit C" to Ordinance No. SZC 2002-0014; and

WHEREAS, pursuant to Sections 9-13 of "Exhibit C" to Ordinance No. SZC 2002-0014, the County established certain conditions relating to transportation improvement phasing, which are applicable to all properties in the SRSP Area that were the subject of the land use changes approved by Ordinance No. SZC 2002-0014; and

WHEREAS, in order to ensure that the pace of residential development within the SRSP Area does not outpace the construction of transportation infrastructure, leading to undue traffic congestion, the conditions relating to transportation improvement phasing establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation projects within the SRSP Area (the "Thresholds"); and

WHEREAS, the conditions relating to transportation improvement phasing establish Thresholds set at 2,000 units, 3,025 units and 6,500 units; and

WHEREAS, on July 1, 2003, the City of Rancho Cordova ("City") incorporated; and

WHEREAS, the SunRidge Specific Plan Area is located entirely within the incorporated boundaries of the City; and

WHEREAS, pursuant to Resolution 06-2003, the City adopted and approved the continuation of the SunRidge Specific Plan for the maximum period of time authorized by Government Code Section 65360, which relates to the establishment of a General Plan by a newly incorporated city; and

WHEREAS, pursuant to Ordinance No. 21-2003, the City adopted by reference the Sacramento County Zoning Code, including those provisions relating to the SRSP; and

WHEREAS, since the City's incorporation, development of the SRSP Area has proceeded and final maps for over 2,000 units within the SRSP Area have been approved; and

WHEREAS, since the City's incorporation, construction of various transportation improvements related to the Thresholds have commenced; and

WHEREAS, an analysis of the traffic phasing requirements for the SRSP titled, "Rancho Cordova Transportation Infrastructure Phasing Study" and dated March 23, 2006, (the "Traffic Study") has been prepared for the City by transportation consulting company Fehr & Peers (the "Consultant") and reviewed by traffic engineers in the City Public Works Department; and

WHEREAS, the Traffic Study recommends some reorganization of the transportation projects within the SRSP that are the basis for the Thresholds; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 2,000 units under the SRSP can be raised to 2,500 units, without causing any undue traffic congestion; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 3,025 units under the SRSP can be raised to 5,225 units, without causing any unacceptable traffic congestion or safety problems; and

WHEREAS, the Traffic Study concludes that the traffic thresholds set at 2,500 and 5,225 units can be tied to the issuance of building permits rather than the recordation of final maps; and

WHEREAS, on the basis of these conclusions, certain development projects located within the SRSP Area have requested an amendment of the Threshold conditions as applied; and

WHEREAS, these development projects are more commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II, North Douglas, Sundance (Mather East); and Lot J (the "Development Projects"); and

WHEREAS, the Development Projects have not yet received final maps; and

WHEREAS, the Development Projects, combined with existing projects in the SRSP Area, which have already received final maps, represent 5,223 total residential units; and

WHEREAS, this total number of residential units is within the total number of units the Traffic Study has concluded can be recorded in final maps without causing undue traffic congestion within the SRSP Area; and

WHEREAS, the City Council has determined that although the Development Projects are at various stages of the City's planning development process, the Development Projects have all received approval or recommendations of approval for development agreements and/or tentative maps from either the City or the County, prior to the City's incorporation; and

WHEREAS, the City has prepared an Addendum to the Environmental Impact Report (EIR) prepared by the County for the SDCP/SRSP. The Addendum concludes that neither the revisions to the phasing of the roadway improvements described herein, nor changes in traffic conditions in the vicinity of the Development Projects, will create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR.

WHEREAS, on the basis of Traffic Study and the Addendum to the EIR, the City concludes that an increase in the Thresholds as applied to the Development Projects is consistent with the City's interim General Plan and will be consistent with the future adopted General Plan, and concludes that there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan; and

WHEREAS, in return for amending the SRSP and the Thresholds as applied, the Development Projects have agreed to pay certain fees to be used by the City for transportation projects and park development.

NOW THEREFORE, the City Council of the City of Rancho Cordova does ordain as follows:

SECTION 1. Findings and Evidence.

A. Finding: The proposal will not have a significant adverse impact on the environment and an Addendum to the EIR for the Sunrise-Douglas Community Plan (SDCP) SunRidge Specific Plan (SRSP) has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: On the basis of the Addendum to the EIR for the SDCP/SRSP and the whole record, there is no substantial evidence that the proposal would have a significant adverse impact on the environment. The revisions to the phasing of the roadway improvements described herein will not create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR. Further, there have not been any changes in the traffic conditions in the vicinity of the Development Projects since the EIR was certified by the County in 2002 that have created a new significant environmental impact or substantially increased the severity of a significant impact not identified in the SDCP/SRSP EIR. Finally, there are no mitigation measures or alternatives previously found not to be feasible in the SDCP/SRSP EIR, or considerably different from those analyzed in the previous SDCP/SRSP EIR, that have now been found to be, in fact, feasible or found to substantially reduce one or more significant effects of the SDCP/SRSP.

B. Finding: The proposal will be consistent with the future adopted General Plan; further, there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan. The proposal will implement and be consistent with goals and policies of the interim General Plan documents that have been adopted by the City Council.

Evidence: The request revises the phasing of roadway improvements in the Zoning Conditions on certain parcels in the SunRidge Specific Plan. Property owners will be required to install needed roadway improvements as described in the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers (March 23, 2006). This Study found that the revised phasing of roadway improvements implements the intent of the prior Zoning Ordinance, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005.

SECTION 2. Section 9 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"9.

a. No more than a cumulative total of 2,000 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the eight roadway and one pedestrian/bicycle improvement projects included as Phase 1 bond eligible circulation improvement projects in Figure 17 of the Sunridge Public Facilities Financing Plan ("nine priority projects"), except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Transportation if it determines that all nine priority projects are expected to be completed prior to traffic generated by said 2,000 residential building lots and that development of more than 2,000 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. For purposes of these conditions 9, 10, 11 and 12, the term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

b. Notwithstanding Subsection (a), with respect to the Anthology at Anatolia and Sundance development projects in the SunRidge Specific Plan Area, which are more specifically identified in Ordinance 14-2006, final maps may be recorded for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1) and (9), below, and no more than 50% of the building permits for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement projects (4) and (5), below. The issuance of building permits for the Anthology at Anatolia and Sundance portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (2), (3), (6), (7) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.

6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

c. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9, 11, and 23 which are more specifically identified in Ordinance 14-2006, final maps may be recorded for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement project (8), below. The issuance of building permits for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement project (2), (3), (6), and (7), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.

9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

d. Notwithstanding Subsection (a), with respect to the Anatolia IV development project in the SunRidge Specific Plan Area, which is more specifically identified in Ordinance 14-2006, final maps may be recorded for the Anatolia IV portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anatolia IV portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5), (6) and (9), below, and no more than 50% of the building permits for the Anatolia IV portion of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement projects (2) and (7), below. The issuance of building permits for the Anatolia IV portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

e. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Sunridge Park I & II; and North Douglas; which are more specifically identified in Ordinance 14-2006, final maps may be recorded for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Sunridge Park I & II

and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (3), and (7) below. The issuance of building permits for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (6) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

f. Notwithstanding Subsection (a), with respect to the Lot J development project in the SunRidge Specific Plan Area, which is more specifically identified in Ordinance 14-2006, final maps may be recorded for the Lot J portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (6) and (7), below. The issuance of building permits for the Lot J portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.

2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle. "

SECTION 3. Section 10 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"10.

a. No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to commencement of construction of the twenty-four roadway and one pedestrian/bicycle improvement projects included for Sunridge funding as Phase 1 circulation improvement projects in Figure A-2 of the Sunridge Public Facilities Financing Plan, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that all twenty-four roadway projects and one pedestrian/bicycle project are expected to be completed prior to the traffic generated by said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. In the event that the three intersection improvements (Sunrise Blvd./SR-16, Sunrise Blvd./Grantline Rd., and Grantline Rd./SR-16) indicated in Figure A-2 as 100% financed by other sources require supplementary funding, the SunRidge Specific Plan will advance such funding to assure timely construction prior to recording more than 3,025 building lots and will be eligible for reimbursement from the other funding sources if and when available.

b. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 14-2006, no more than a cumulative total of 5,225 building permits for residential dwelling units within the SunRidge Specific Plan shall be issued prior to the commencement of construction of the fifteen roadway improvement projects (1)-(15) listed below, except that the Chief Building Official may issue additional building permits for subdivisions within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Public Works if he/she determines that all fifteen projects are expected to be completed prior to traffic generated by said 5,225

units and that development of more than 5,225 units will not result in safety problems. Circumstances could change wherein the City could find that any or all of the fifteen roadway improvement projects listed below are unnecessary, undesirable, or infeasible, in which case the Director of Public Works may adjust the list as recommended by a report prepared or approved by the Department of Public Works. Any traffic studies required by the City in support of such determination shall be paid for by the property owner.

1. Construct Zinfandel Drive as a four-lane road from International Drive to Douglas Road, and install a signal at the Douglas Road intersection.
2. Widen Douglas Road to four lanes from Zinfandel Drive-Eagles Nest Road to Sunrise Blvd.
3. Install a traffic signal and make improvements to the intersection of Zinfandel Drive and International Drive.
4. Construct Chrysanthy Boulevard as a four lane road from Sunrise Boulevard to Rancho Cordova Parkway.
5. Install a traffic signal at the intersection of Chrysanthy Boulevard and Rancho Cordova Parkway.
6. Widen Sunrise Blvd to four lanes from Chrysanthy Boulevard to Kiefer Boulevard.
7. Widen Sunrise Boulevard to four lanes from Kiefer Boulevard to SR 16.
8. Install a traffic signal and make improvements at the intersection of Sunrise Boulevard and SR 16.
9. Widen Douglas Road to four lanes from Americanos Boulevard to Grant Line Road.
10. Realign Grant Line Road/White Rock Road from Douglas Road to Prairie City Road, widen shoulders and add turn pockets.
11. Install a traffic signal at the intersection of Grant Line Road and White Rock Road
12. Install a traffic signal and make improvements to the intersection of Grant Line Road and SR 16.
13. Widen SR-16 to four lanes from Sunrise Road to Grant Line Road.
14. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Kiefer Boulevard.
15. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Grant Line Road.

c. This Condition 10 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9 and 11; which are more specifically identified in Ordinance 14-2006."

SECTION 4. Section 11 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"11.

a. No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the Zinfandel Drive extension from International Drive to Douglas Road with a minimum of two continuous traffic lanes on both the Mather and Villages of Zinfandel properties, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that the Zinfandel Drive extension is expected to be completed prior to traffic generated by

said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

b. This Condition 11 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 14-2006."

SECTION 5. Section 12 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"12.

a. No more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following circulation improvements in addition to the Phase 1 projects listed in Figure A-2 of the Sunridge Public Facilities Financing Plan:

a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
c. Four traffic lanes on Douglas Road from the Folsom South Canal bridge to Grantline Road.
d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

An exception to the above-stated requirement is that the City Council may approve final map subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines the projects described as 12(a) through 12(g) above are expected to be completed prior to traffic generated by said 6,500 residential building lots and that development of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

b. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 14-2006, no more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following roadway improvement projects:

a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
c. Traffic signals at SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.
d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

c. This Condition 12 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9 and 11; which are more specifically identified in Ordinance 14-2006."

SECTION 6. Section 13 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"13.

a. In order to promote the orderly development of the major roadway circulation system in the SunRidge Specific Plan and to minimize traffic and safety problems resulting from discontinuous improvements on arterial and thoroughfare streets serving the traffic from individual development projects, all final maps and associated improvement plans for SRSP subdivision will be reviewed to determine the adequacy of the Sunridge circulation system improvements currently in place. The County's Transportation Planning and Land Development/Site Improvement Review Sections will determine if additional roadway improvements within the SRSP are required beyond those proposed with final maps/improvement plans. In such determinations, the developer will be required to augment the construction of roadway improvements located on or adjacent to his/her property with other roadway improvements located within SRSP. The matrix of SRSP Onsite Roadway Improvement Phasing Requirements indicated in Table 1 and keyed to the Sunridge Financing Plan's Roadway CIP is advisory with regard to the particular roadway improvements and traffic criteria to be considered for the development of parcels within each SRSP ownership group as identified in the SRSP Land Use Allocation Table.

b. Condition 13, as set forth in Subsection (a), shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 14-2006. However, development applicants for the Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance development projects shall:

i. Prior to recordation of a final map, pay a fee of $865 per residential dwelling unit; and

ii. Prior to issuance of building permits, pay a fee of $4,195 per residential dwelling unit.

These fees shall be in addition to any other fees the development applicant is subject to or has otherwise agreed to pay."

SECTION 7. For purposes of identification in this Ordinance 14-2006, the development projects commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance are more specifically identified as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 8. 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, APPROVED AND ADOPTED this 3rd day of April, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT J. MCGARVEY, MAYOR

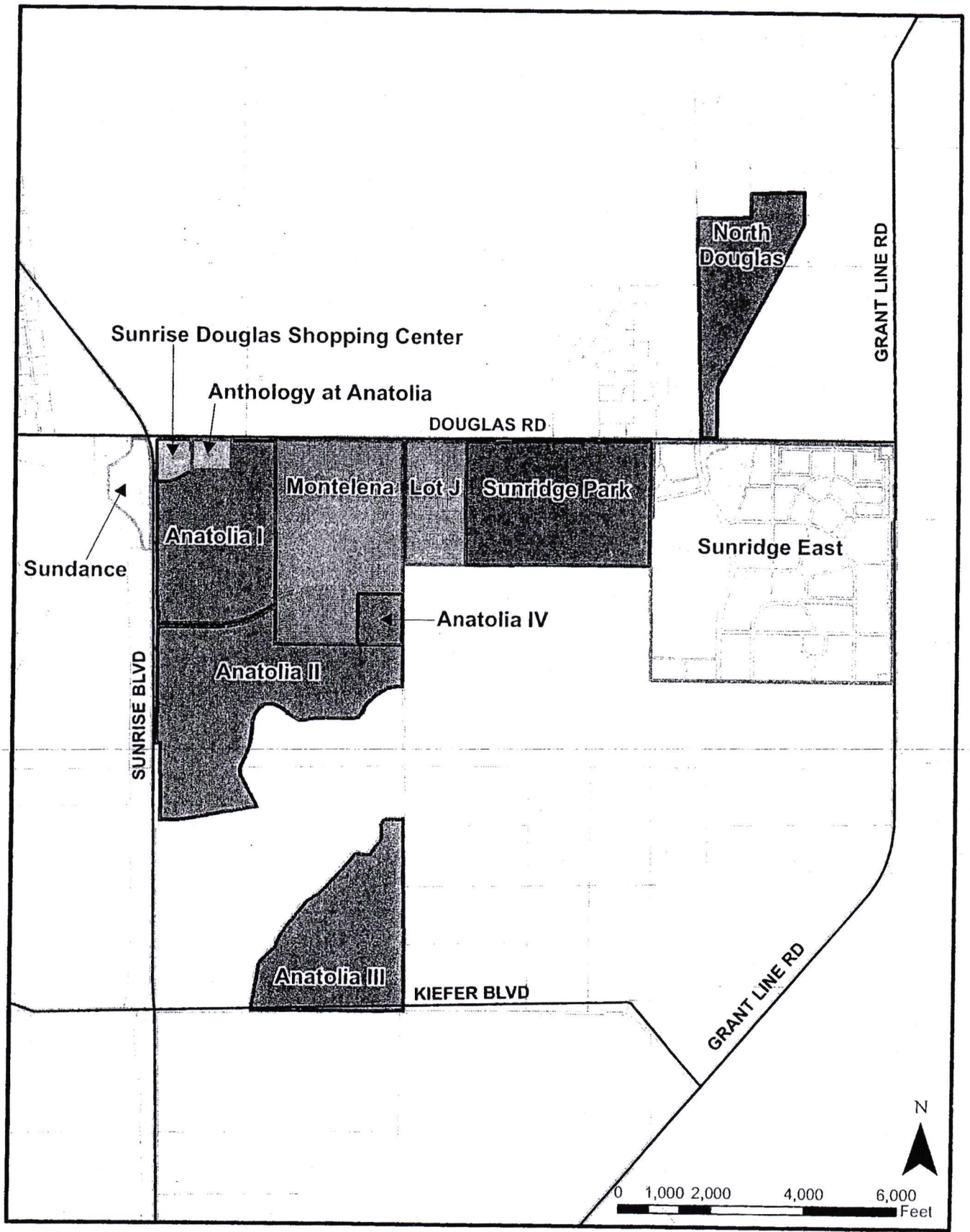
ATTEST:

LILLIAN E. HARE, CITY CLERK

EXHIBIT A

Property Descriptions for:

- Anthology at Anatolia
- Anatolia III, Villages 9, 11, and 23
- Anatolia IV
- Sunridge Park I & II
- North Douglas
- Lot J
- Sundance



City of Rancho Cordova
Planning Department

Figure 3
Sunridge Specific Plan Projects

EXHIBIT A

Property Descriptions for:

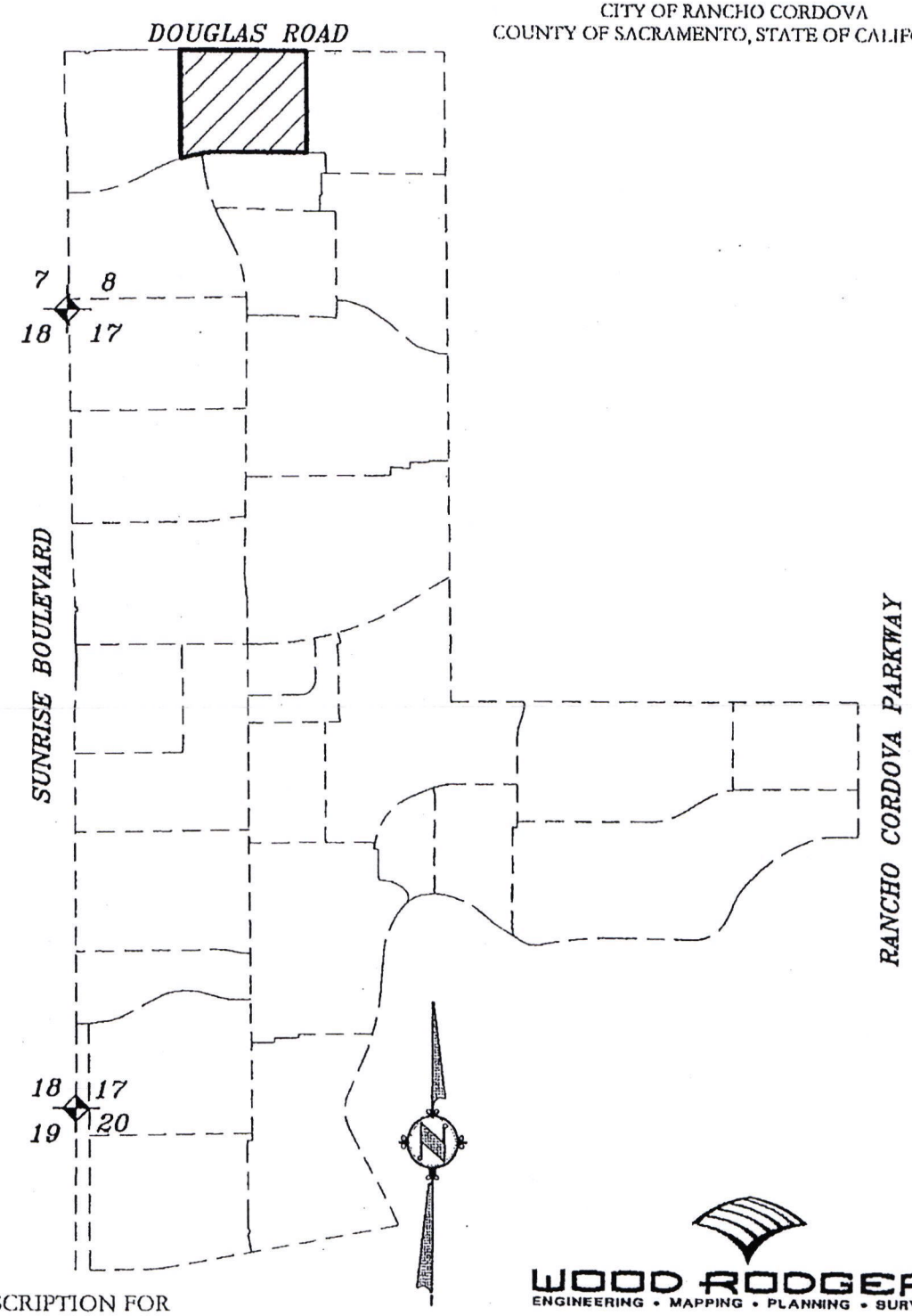
- Anthology at Anatolia
- Anatolia III, Villages 9, 11, and 23
- Anatolia IV
- Sunridge Park I
- Sunridge Park II
- North Douglas
- Lot J
- Sundance

Exhibit A - Anthology at Anatolia

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANTHOLOGY AT ANATOLIA
ALL OF LOT 2 OF 316 B.M. 8
SEC. 8, T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=1000'

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

TENTATIVE SUBDIVISION MAP

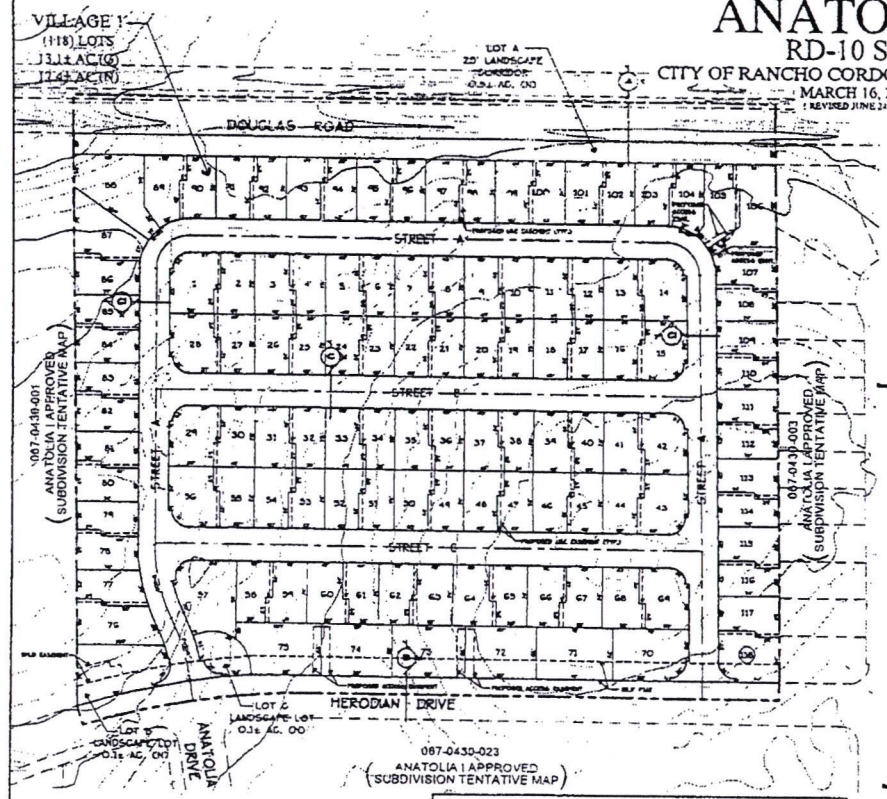
ANATOLIA I

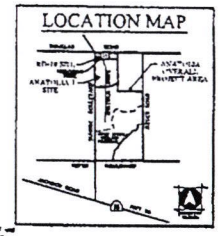
RD-10 SITE

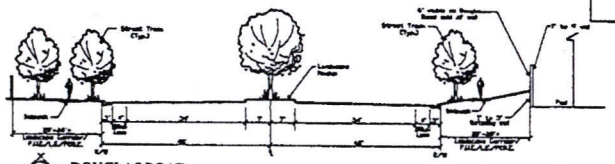
CITY OF RANCHO CORDOVA, CALIFORNIA

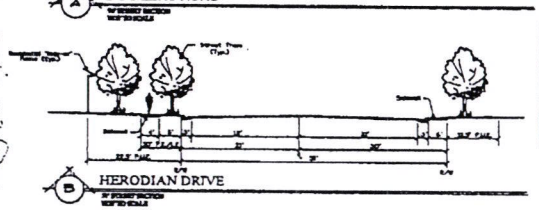
MARCH 16, 2005

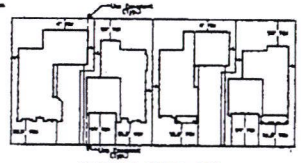
(REVISED JUNE 24, 2005)

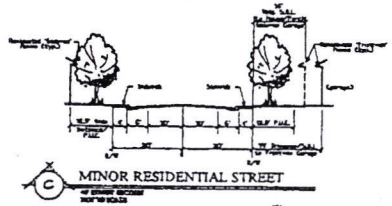


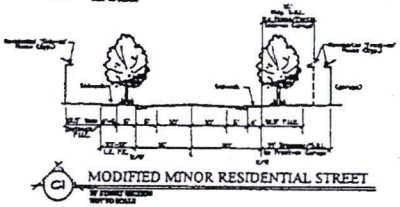












LAND USE SUMMARY

LOT NO./ VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	GROSS ACRES (G)	NET ACRES (N)	UNITS
VILLAGE 1	LDR/RD-10/RD-10	3-7 RESIDENTIAL COURTYARD LOTS)	12.6	12.1	118
SUBTOTAL			12.6	12.1	118
LOTS A+C	LDR/RD-10/RD-10	LANDSCAPE LOTS	0.7	*	0
DOUGLAS ROAD	*	MAJOR ROAD	5.0	5.0	0
SUBTOTAL			5.7	5.0	0
TOTAL			18.3	14.1	118

* LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS. GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE CORRIDOR LOTS. NET ACREAGES INCLUDE MINOR RESIDENTIAL STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 10.5' PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHTS OF WAY EXCEPT AS APPROVED BY THE CITY ENGINEER.

PROJECT NOTES

OWNER
AMT DEVELOPMENT #7, LLC
7700 COLLEGE TOWN DR., STE. 210
SACRAMENTO, CA 95826
CONTACT: BOB HAMPTON/JOE COUGHLAN
PHONE: (916) 363-2500

ARCHITECT/ENGINEER
DAVIDSON HOMES
1626 TWELFTH BOWL, SUITE 100
SACRAMENTO, CA. 95818
CONTACT: MITCH YOUNG
PHONE: (916) 443-0444

ENGINEER/PLANNER/SURVEYOR
WOOD RODGERS INC.
3301 "C" STREET, BLDG. 100-B
SACRAMENTO, CA. 95816
CONTACT: SEAN MCGUTCHAN/JOHN HOEKSEMA
PHONE: (916) 341-7760

ASSESSORS PARCEL NUMBERS
087-0430-003

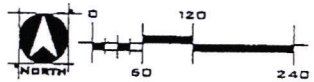
AREA
14.1± ACRES

NUMBER OF LOTS/PARCELS
118 SINGLE FAMILY LOTS
3 LANDSCAPE LOTS

EXISTING & PROPOSED ZONING
RD-10

PUBLIC SERVICES & FACILITY PROVIDERS

WATER/SEWER:	COUNTY OF SACRAMENTO
TRANSIT:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	S.M.U.D.
GAS:	PACIFIC GAS + ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION + PARK DISTRICT



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

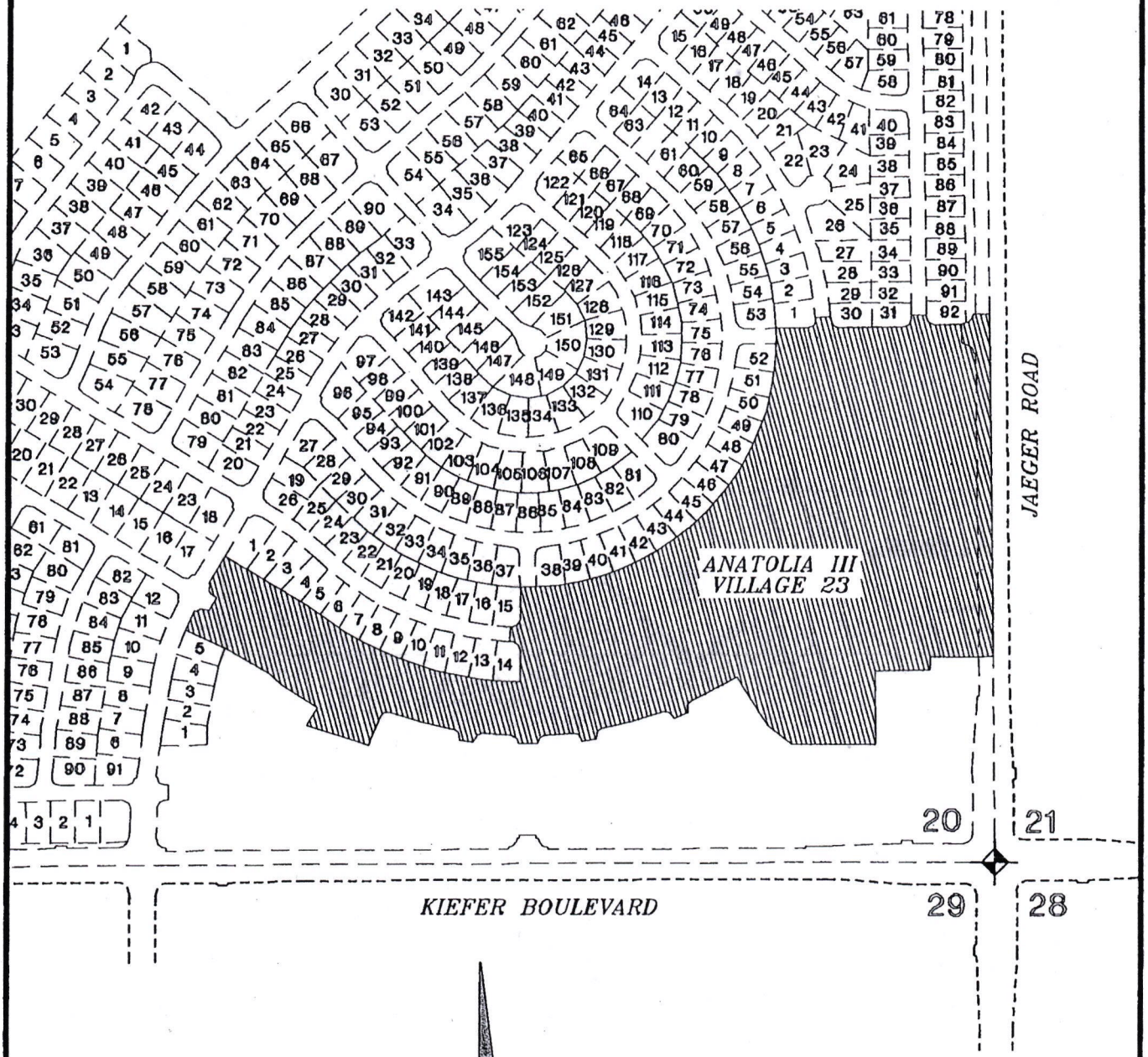
Exhibit A - Anatolia III, Villages 9 and 11

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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ENGINEERING • MAPPING • PLANNING • SURVEYING
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Sacramento, CA 95816 Fax 916.341.7767

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

ANATOLIA III

(A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA)
CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 30, 2001
(REVISED SEPTEMBER 12, 2002)
(REVISED NOVEMBER 27, 2002)
(REVISED MAY 16, 2003)

EXHIBIT "D"

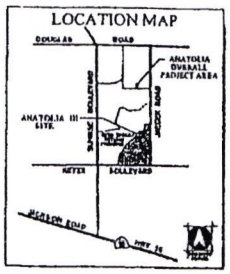


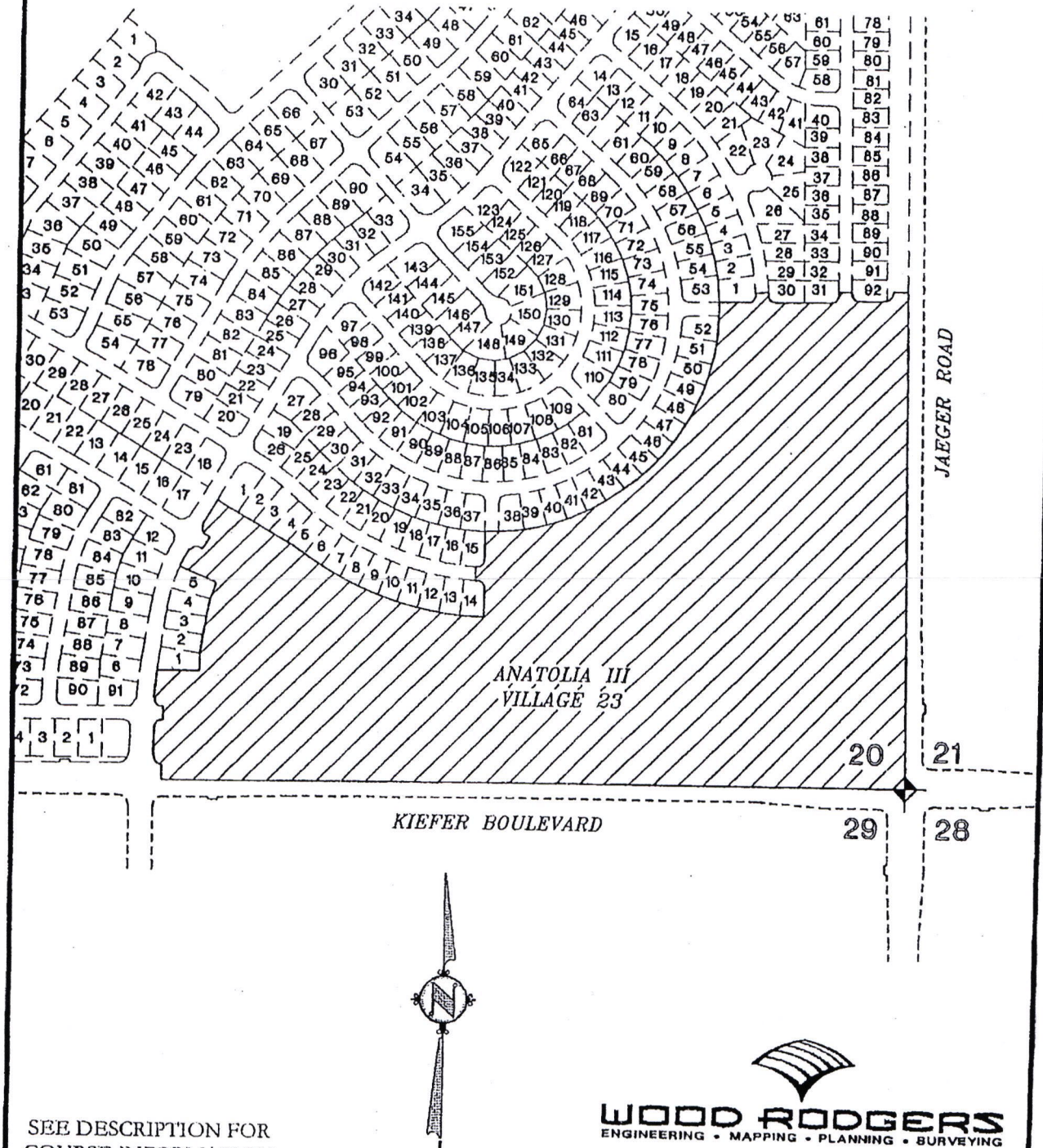
Exhibit A - Anatolia III, Village 23

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SEC. 20, T8N, R7E, M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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

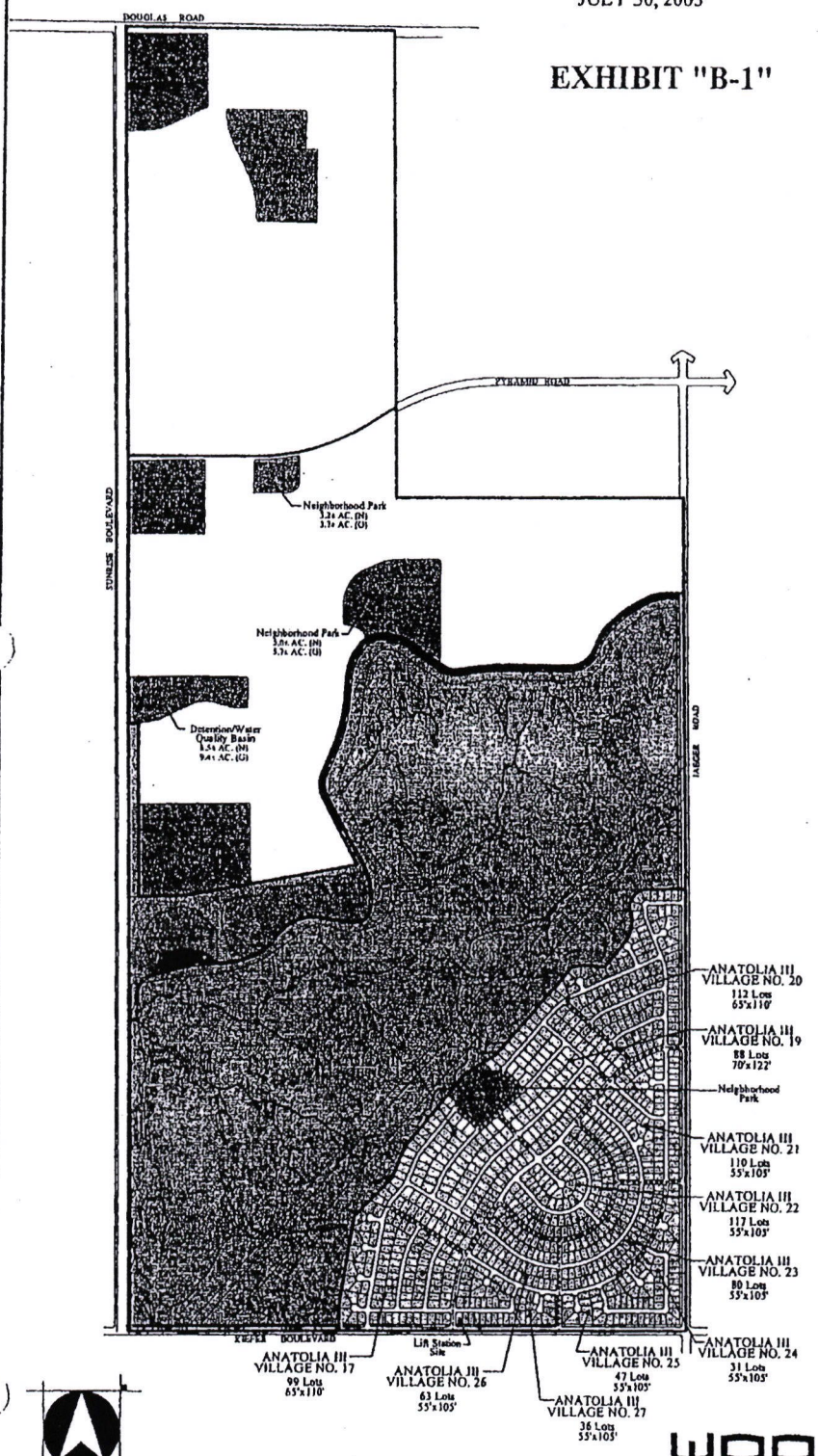
LAND USE MAP

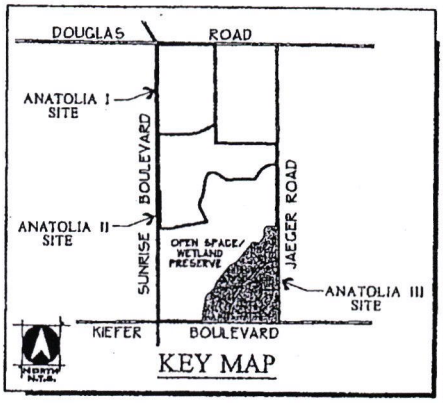
ANATOLIA III

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 30, 2003

EXHIBIT "B-1"





LAND USE SUMMARY TABLE

ANATOLIA III

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
18 & 19	LDR/RD-4/RD-4	184 LOTS (70'x122')	47.0
17 & 20	LDR/RD-5/RD-5	211 LOTS (65'x110')	53.9
21 - 27	LDR/RD-5/RD-5	484 LOTS (55'x105')	102.1
TOTAL		879 LOTS	203.0

NOTE: GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE/DRAINAGE CORRIDORS.

NORTH
N.T.S.

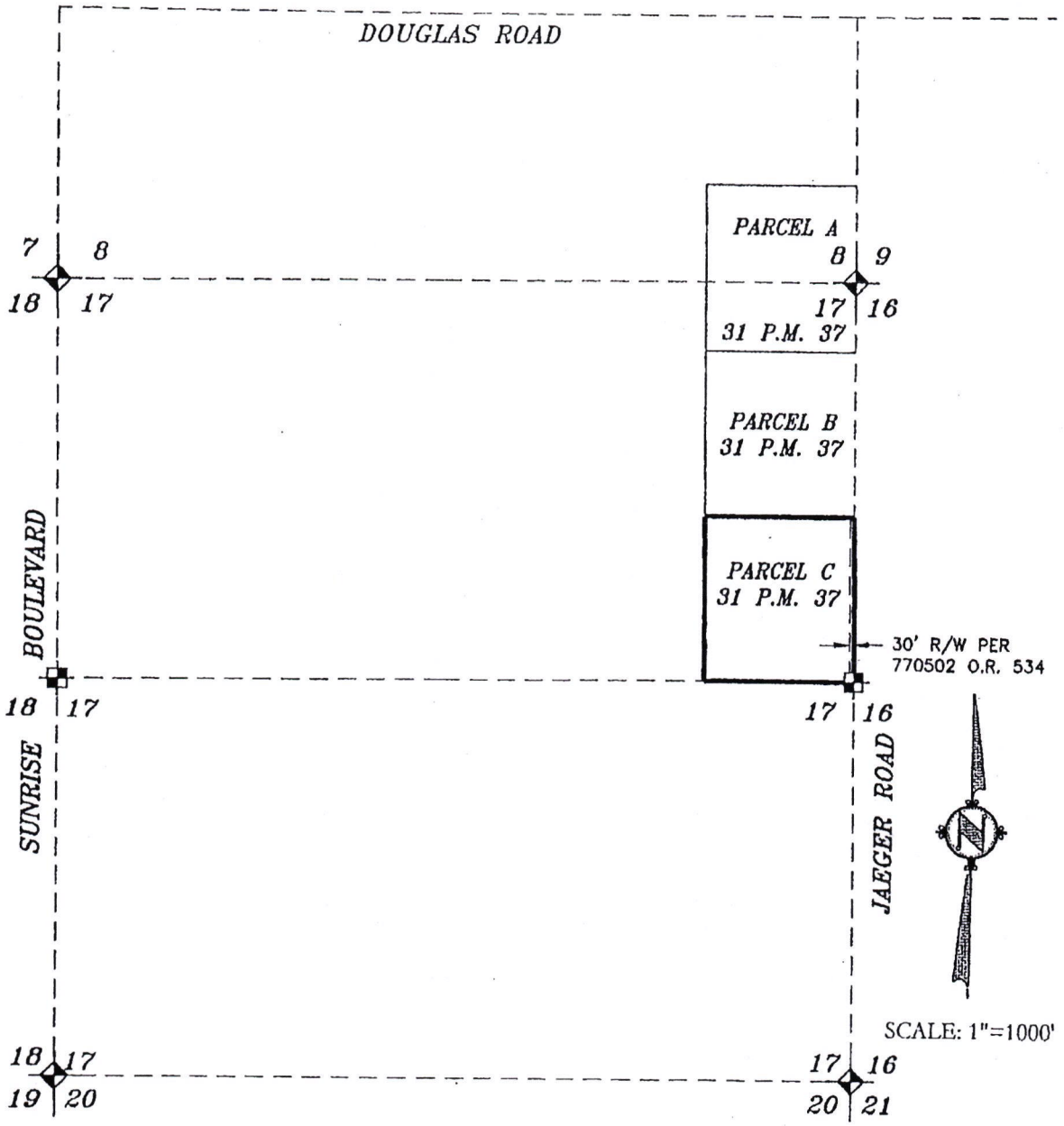
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Anatolia IV

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA IV
A PORTION OF SECTION 17
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

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

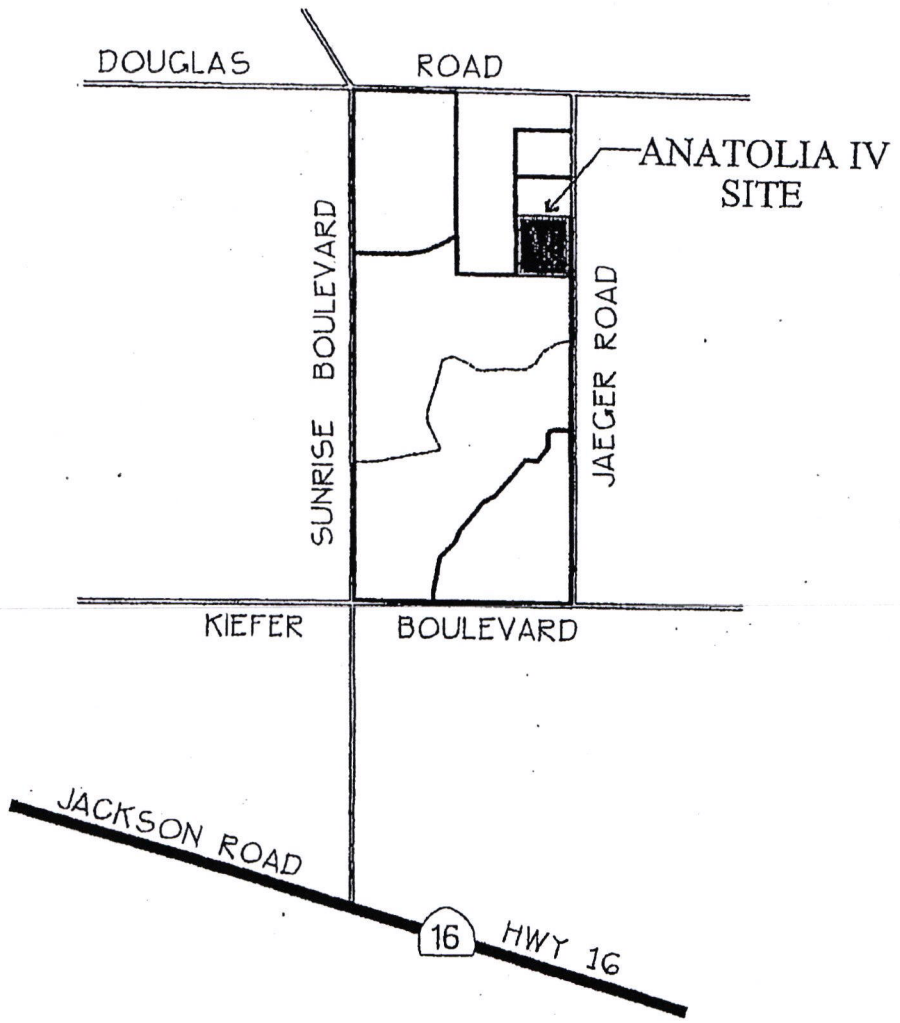
LOCATION MAP

ANATOLIA IV

CITY OF RANCHO CORDOVA, CALIFORNIA

DECEMBER 30, 2004

EXHIBIT "A-3"



NORTH
N.T.S.

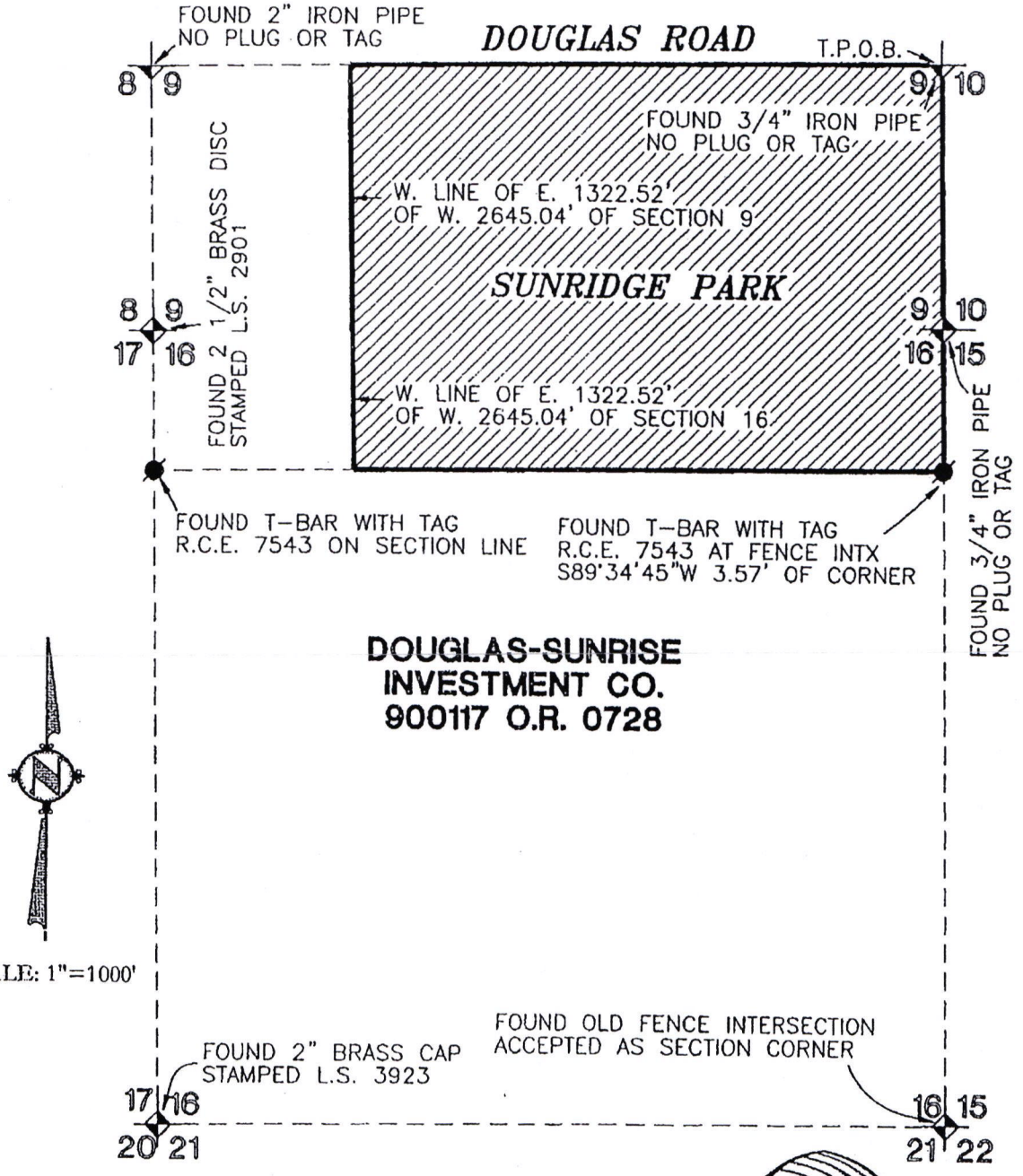
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Sunridge Park I and Sunridge Park II

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

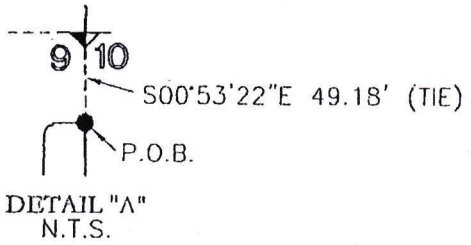
WOOD RODGERS
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3301 C St., Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

EXHIBIT A-2

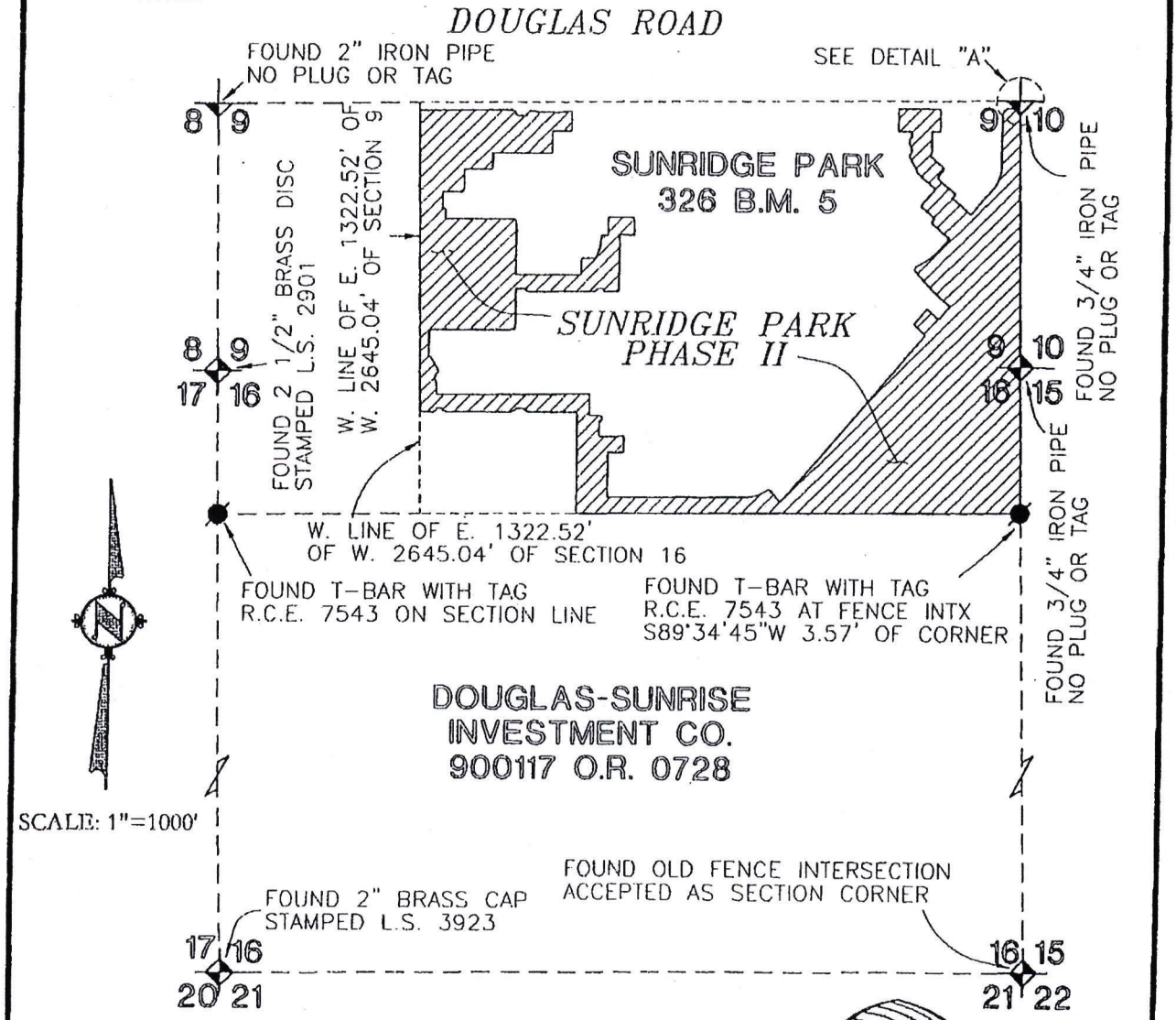
PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
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

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Sacramento, CA 95816 Fax 916.341.7767

Exhibit A - North Douglas

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

NORTH DOUGLAS
LOTS 1 - 8 - 347 B.M. 9
A PORTION OF RANCHO RIO DE LOS AMERICANOS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SCALE: 1"=1000'

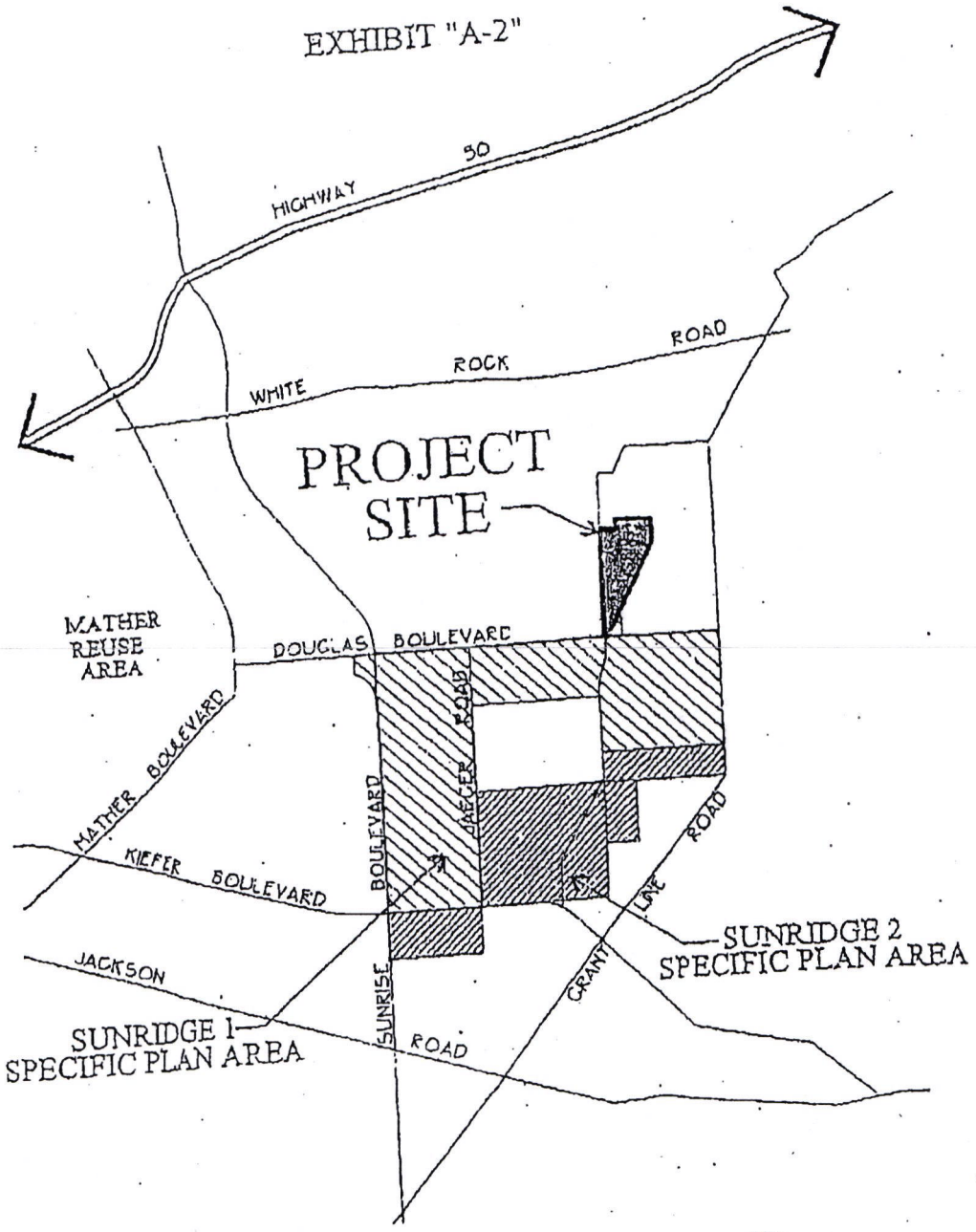
55 P.M. 30

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
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 2004

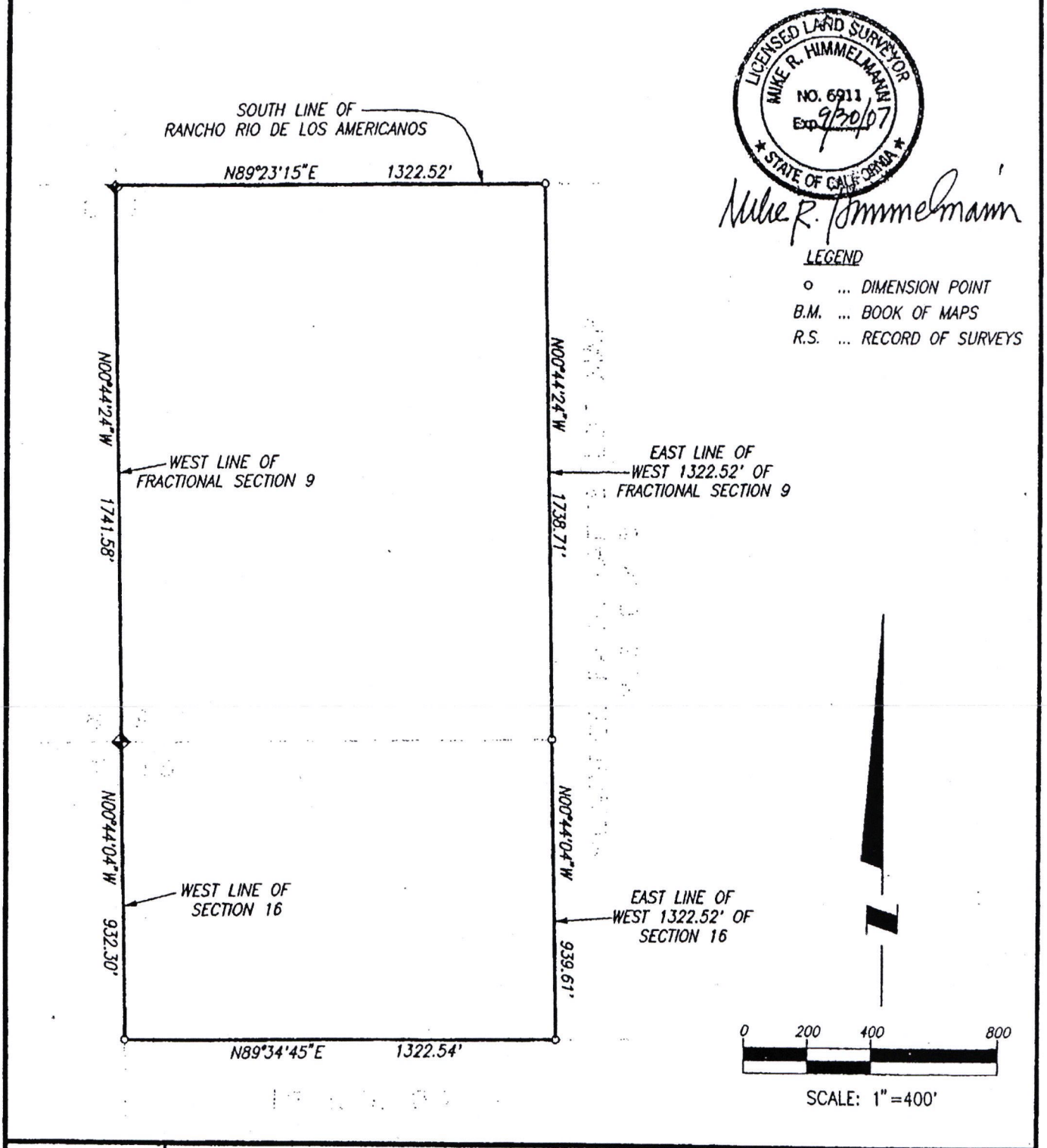
EXHIBIT "A-2"



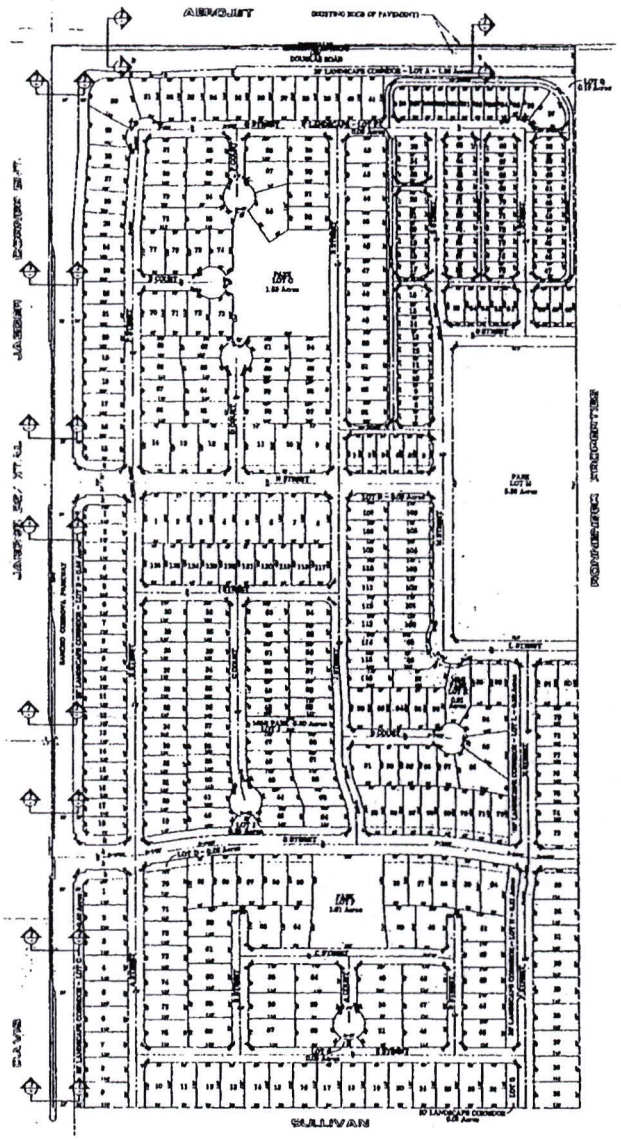
WOOD RODGERS
ENGINEERING - PLANNING - MAPPING - SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Lot J

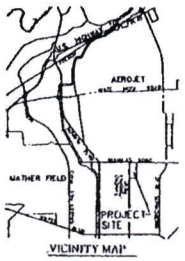
EXHIBIT A-2



CALC: MH DRN: DW CKD: MH APRVD: MH	EXHIBIT MAP FOR WEST 1322.52' OF A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, T.8N., R.7E., M.D.B. & M. COUNTY OF SACRAMENTO, CALIFORNIA MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	DATE: 3.20.06 SCALE: 1"=400' FB: N/A WO: 03-105





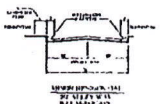


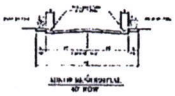
VICINITY MAP

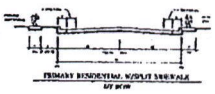
GENERAL NOTES

LAND USE SUMMARY

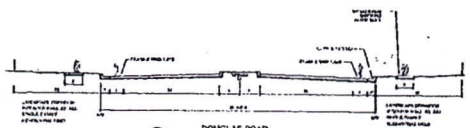


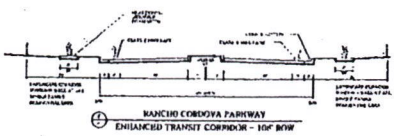


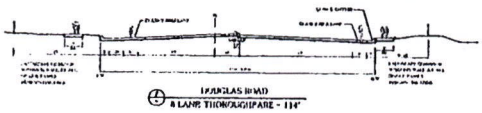


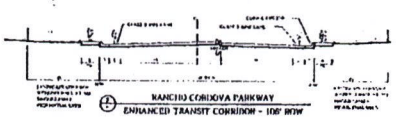


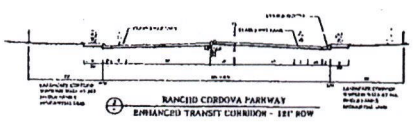


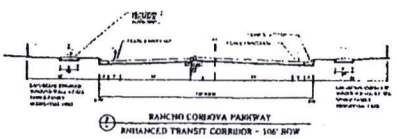

DOUGLAS ROAD
4 LANE THOROUGHFARE - 96'


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW


DOUGLAS ROAD
4 LANE THOROUGHFARE - 114'


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 126' ROW


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW

TENTATIVE
SUBDIVISION MAP
STREET AND LOTTING PLAN
MARCH 20, 2006

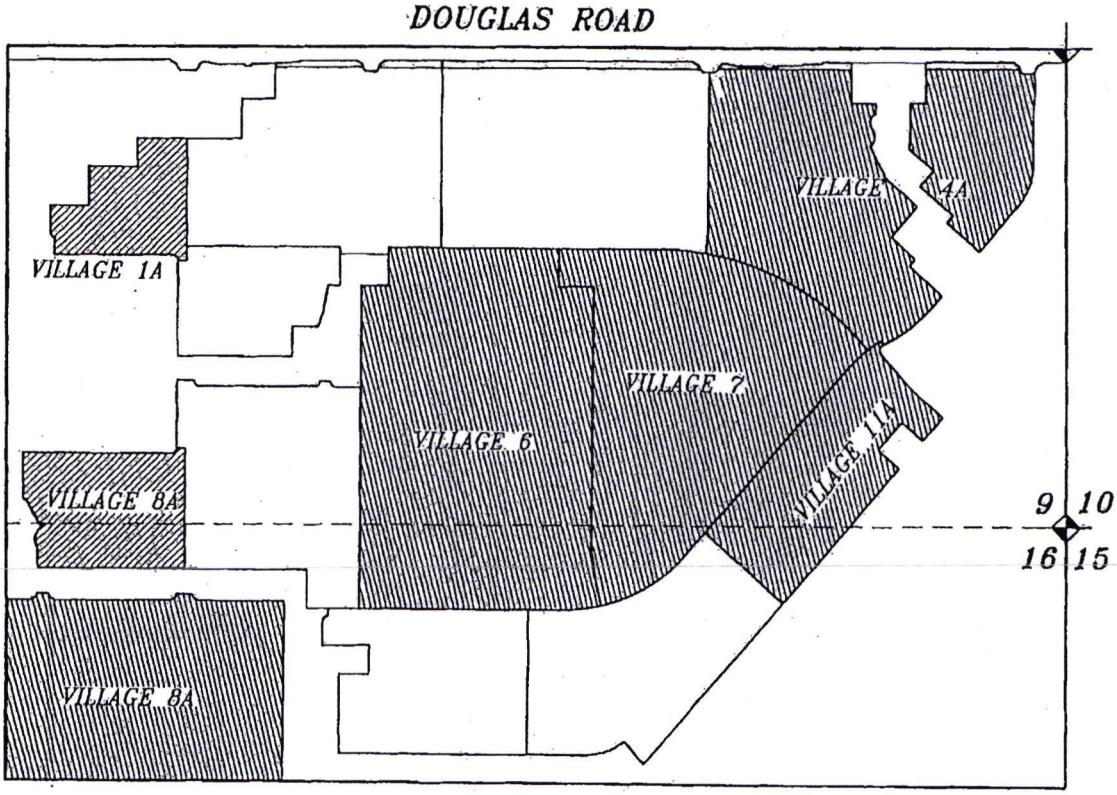
SUN RIDGE LOT J
SUN RIDGE SPECIFIC PLAN
CITY OF RANCHO CORDOVA, CALIFORNIA

MSA
ENGINEERING

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES NO. 1A,
4A, 6, 7, 8A & 11A
WOODSIDE SUNRIDGE, INC.
DEVELOPMENT AGREEMENT
ALL OF LOTS 1, 4, 5, 7, 9,
10, 11 & 14 OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA







SEE DESCRIPTION FOR
COURSE INFORMATION

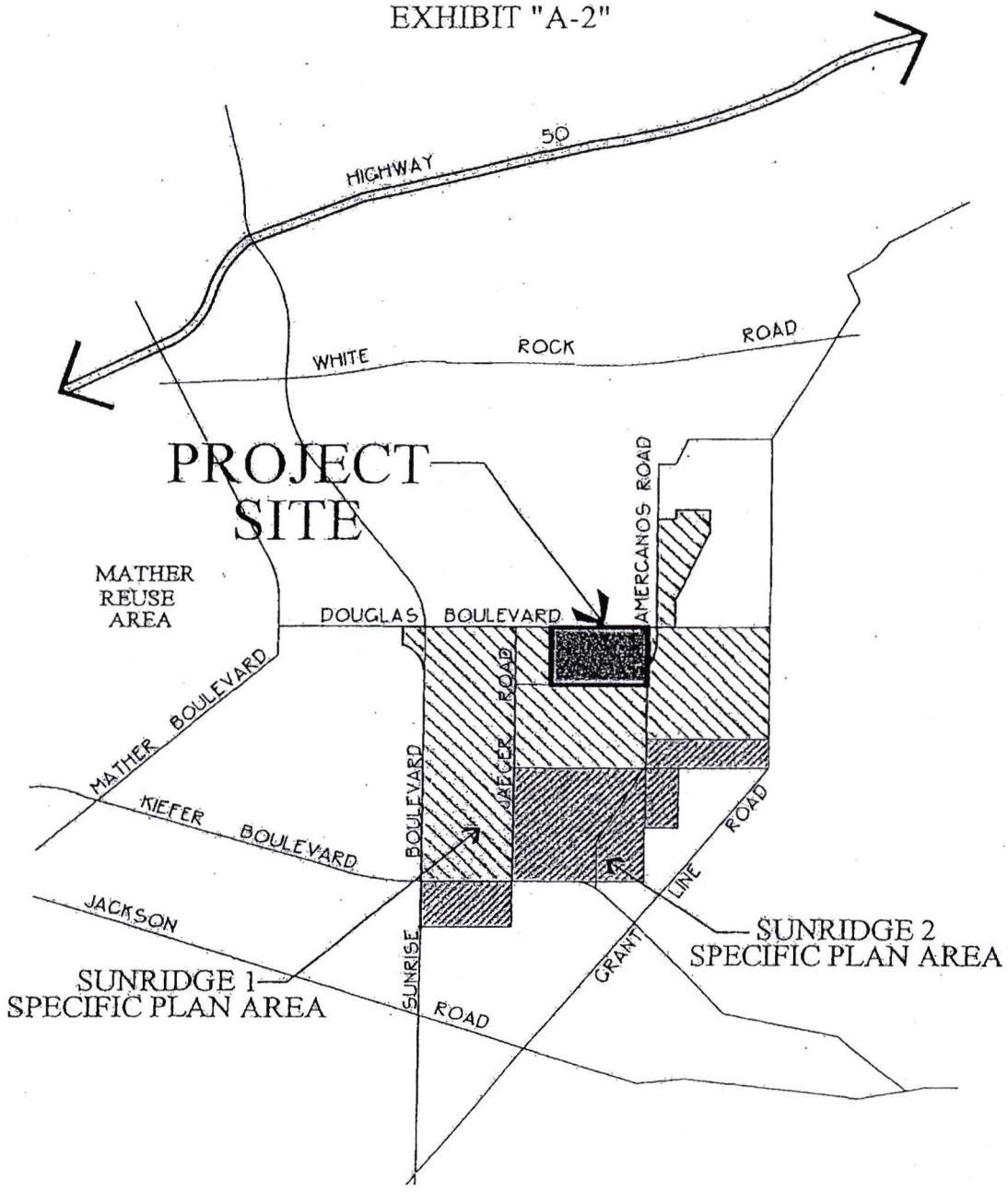
SCALE: 1" = 600'

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

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\plats to accompany\SUN-PRK-DEV-AGREE.dwg 6/01/04 7:20am jkroge

LOCATION MAP
SUNRIDGE PARK
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 2004

EXHIBIT "A-2"

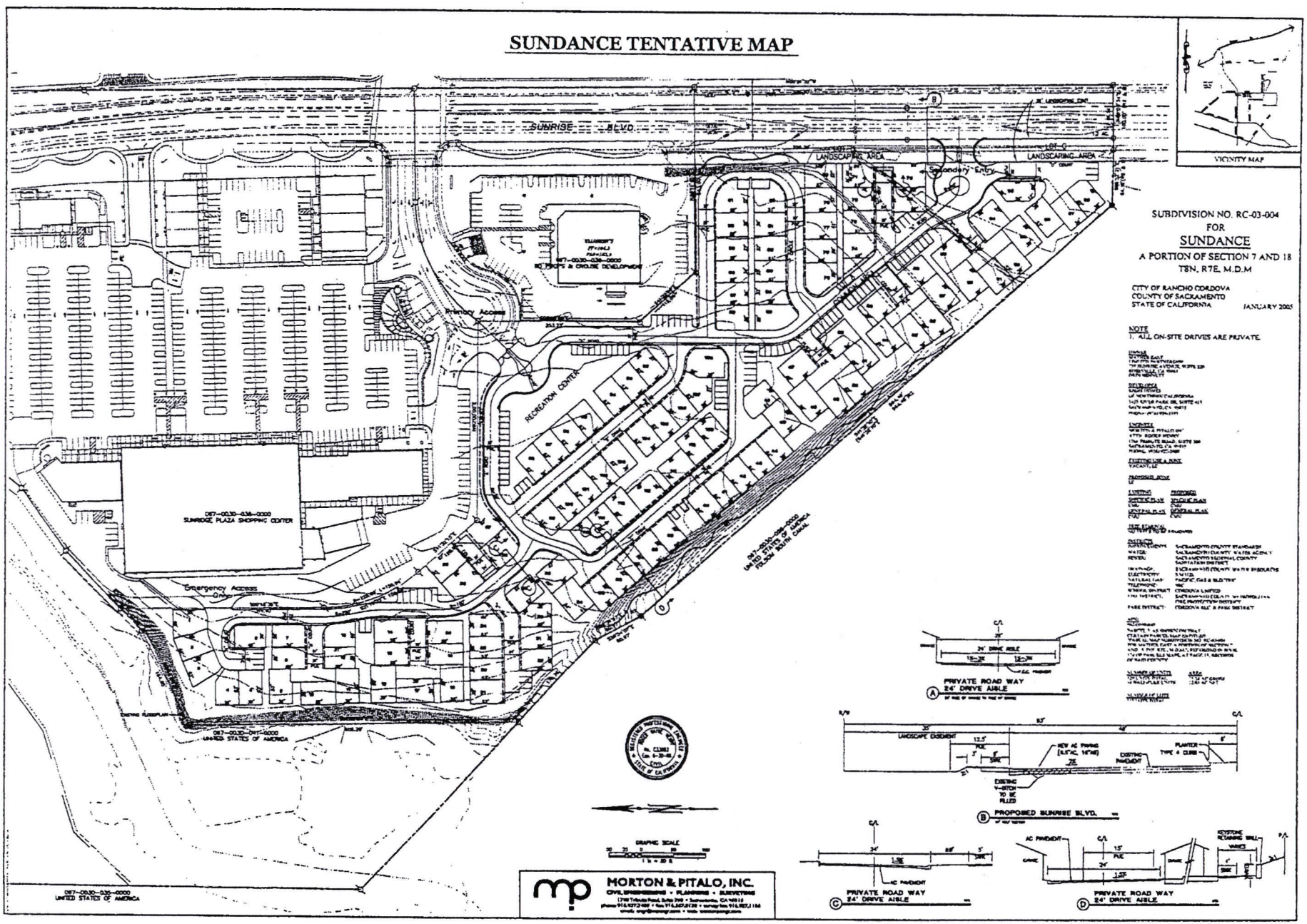


NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Sundance

SUNDANCE TENTATIVE MAP



CITY OF RANCHO CORDOVA

ORDINANCE NO. 15-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE I, CHAPTER 1, ARTICLE 4, SECTIONS 101-801, 101-803, 101-804, 101-805, 101-806, 101-810 AND 101-812, REGARDING DEVELOPMENT AGREEMENTS FOR THE ANATOLIA III; SUNRIDGE PARK I & II; AND NORTH DOUGLAS DEVELOPMENT PROJECTS

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 City has previously approved development agreements for the Anatolia III, Sunridge Park I & II and North Douglas development projects, which are all located within the SunRidge Specific Plan Area ("SRSP Area").

C. Since the approval of the development agreements, the City has approved amendments of zoning conditions and mitigation requirements that change traffic phasing requirements applicable to all developments in the SRSP Area.

D. The City and various developers within the SRSP Area have discussed the changed traffic phasing requirements and have negotiated certain conditions that will allow some developers within the SRSP Area to move forward with the construction of model homes and foundations. In return, some developers have agreed to pay the City additional development fees per residential unit to be used for traffic and park improvements.

E. Development Agreement Amendments between the City of Rancho Cordova and: Sunridge LLC; Rancho 80 LLC; Woodside Sunridge, Inc.; Sunridge Park Limited Partnership; Beazer Homes Holding Corp.; Sunridge Park LLC; and U.S. Home/KB North Douglas LLC ("Development Agreement Amendments") have been presented to the City Council, copies of which are attached hereto as Attachments 1-7.

F. On March 30, 2006, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement Amendments.

G. On April 3, 2006, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to

Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

H. 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.

I. Pursuant to the California Environmental Quality Act, the City has previously performed Initial Studies and issued Mitigated Negative Declarations for the Anatolia III, Sunridge Park I & II, and North Douglas Tentative Subdivision Maps, which concluded that: (a) the Anatolia III, Sunridge Park I & II, and North Douglas Projects will not have a significant impact on the environment due to the mitigation measures adopted by the City and for the following reasons: i) they 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) they will not result in considerable cumulative impacts on the environment; iii) they will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the projects have been reduced to a less than significant level; and (b) that the preparation of an environmental impact reports pursuant to the Environmental Quality Act were not required.

J. The City has prepared and approved an Addendum to the EIR, which addresses the changes in the traffic phasing requirements for the SRSP. On the basis of the Addendum to the EIR and the whole record, there is no substantial evidence the amendment of the traffic phasing requirements will have a significant adverse impact on the environment that was not previously identified and addressed by the EIR.

K. The changes to the traffic phasing requirements of the SRSP are consistent with the future adopted General Plan. There is little or no probability that the changes to the traffic phasing requirements will be detrimental to or interfere with the implementation of the future adopted General Plan and the changes are consistent with the goals and policies of the interim General Plan documents that have been adopted by the City Council.

Section 2: Findings and Determinations

Therefore, on the basis of the foregoing Recitals, which are incorporated herein, the City of Rancho Cordova's General Plan, the Sunridge Specific Plan, the County's EIR, the City's EIR Addendum, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement Amendments are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that: (a) the Sunridge Specific Plan traffic phasing requirements were reflected in certain Zoning Ordinances adopted by the County, which were found consistent with the County's General Plan and the Sunridge Specific Plan; (b) the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers, and dated March 23, 2006, has found that the revised phasing of roadway improvements implements the intent of the prior Sunridge Specific

Plan Zoning Ordinances, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005; (c) the projects remain consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (d) the Development Agreement Amendments do not alter previous Development Agreement 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 Amendments do not alter the basis of previous findings in support of the original Development Agreements finding the projects compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located.

C. The Development Agreement Amendments are in conformity with public convenience, general welfare and good land use policies in that the Anatolia III, Sunridge Park I & II, and North Douglas Projects will continue to 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 Amendments will not be detrimental to the health, safety and general welfare in that the Anatolia III, Sunridge Park I & II, and North Douglas projects will continue to proceed in accordance with all the programs and policies of the Sunridge Specific Plan. The impacts of the developments on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement Amendments will not adversely affect the orderly development of property or the preservation of property values in that the projects will be consistent with the General Plan and with the Sunridge Specific Plan.

F. The Development Agreements, as amended, are consistent with the provisions of Government Code Sections 65864 through 65869.5 in that they include all the substantive elements and have 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 Amendments (Attachments 1-7) and authorizes the City Manager to sign each after the effective date of the amendment in Section 4, below.

Section 4: **Amendment of the Zoning Code**

The following sections of Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans," are hereby amended to reflect the Development Agreement Amendments as follows Code sections:

a. "101-801". "Development agreement for Anatolia III" is amended to include the First Amendment to Development Agreement By and Between the City of

Rancho Cordova and Lennar Renaissance, Inc. Relative to Villages 9, 11 and 23 of Anatolia III.

b. "101-803. Development Agreement between the City and Rancho 80, LLC, a California limited liability company" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Rancho 80, LLC Relative to Sunridge Park.

c. "101-804. Development Agreement between the City and Woodside Sunridge, Inc, a California Corporation" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Sunridge, Inc. Relative to Sunridge Park.

d. "101-805. Development Agreement between the City and Sunridge Park Limited Partnership, a California limited partnership" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Sunridge Park Limited Partnership Relative to Sunridge Park.

e. "101-806. Development Agreement between the City and Beazer Homes Holdings Corporation, a Delaware corporation" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Beazer Homes Holdings Corporation Relative to Sunridge Park

f. "101-810. Development Agreement for North Douglas" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and U.S. Home/KB North Douglas LLC Relative to North Douglas I and II.

g. "101-813. Development Agreement for Sunridge Park Phase II" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Sunridge Park, LLC Relative to Sunridge Park – Phase II.

Section 5: **Recordation**

Within ten (10) days after the Development Agreement Amendments are executed by the City Manager, the City Clerk shall submit the Agreement Amendments to the County Recorder for recordation.

Section 6: **Effective Date and Publication of Ordinance Summary**

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

* * * * *

PASSED, APPROVED AND ADOPTED this 3rd day of April, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
ROBERT J. MCGARVEY, MAYOR

ATTEST:

_____
LILLIAN E. HARE, CITY CLERK

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND RANCHO 80, LLC RELATIVE TO SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**), is entered into this ___ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and RANCHO 80, LLC, a California limited liability company (**"Landowner"**), who agree as follows.

RECITALS

A. City and Landowner entered into that certain Development Agreement dated August 2, 2004, **("Agreement")** recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1129, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. This Amendment provides for Landowner to pay certain new development fees.

C. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

D. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

E. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property was approved by the City on _____, 2006, by City Resolution No. 32-2006 (the **"Map Condition Amendment"**).

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the **"EIR Addendum"**), dated March ___, 2006, addressing revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Zoning Code Amendments, and the Final Map, and the Amendment shall sometimes be collectively referenced herein as the **"Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5060.00) for each of the 80 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-Five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby,

the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Two Hundred Forty-one Thousand Four Hundred Forty Dollars ($241,440.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit __. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such lots have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied, before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however, that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY" "LANDOWNER"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

RANCHO 80, LLC,
a California limited liability company

By:_____
Name:_____
Its: _____

By:_____
Name:_____
Its:_____

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Diagram of the Property

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
RANCHO 80 LLC DEVELOPMENT AGREEMENT

All that certain real property situate in Fractional Section 9, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lot 3 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

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 to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

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

Date: 6/1/04



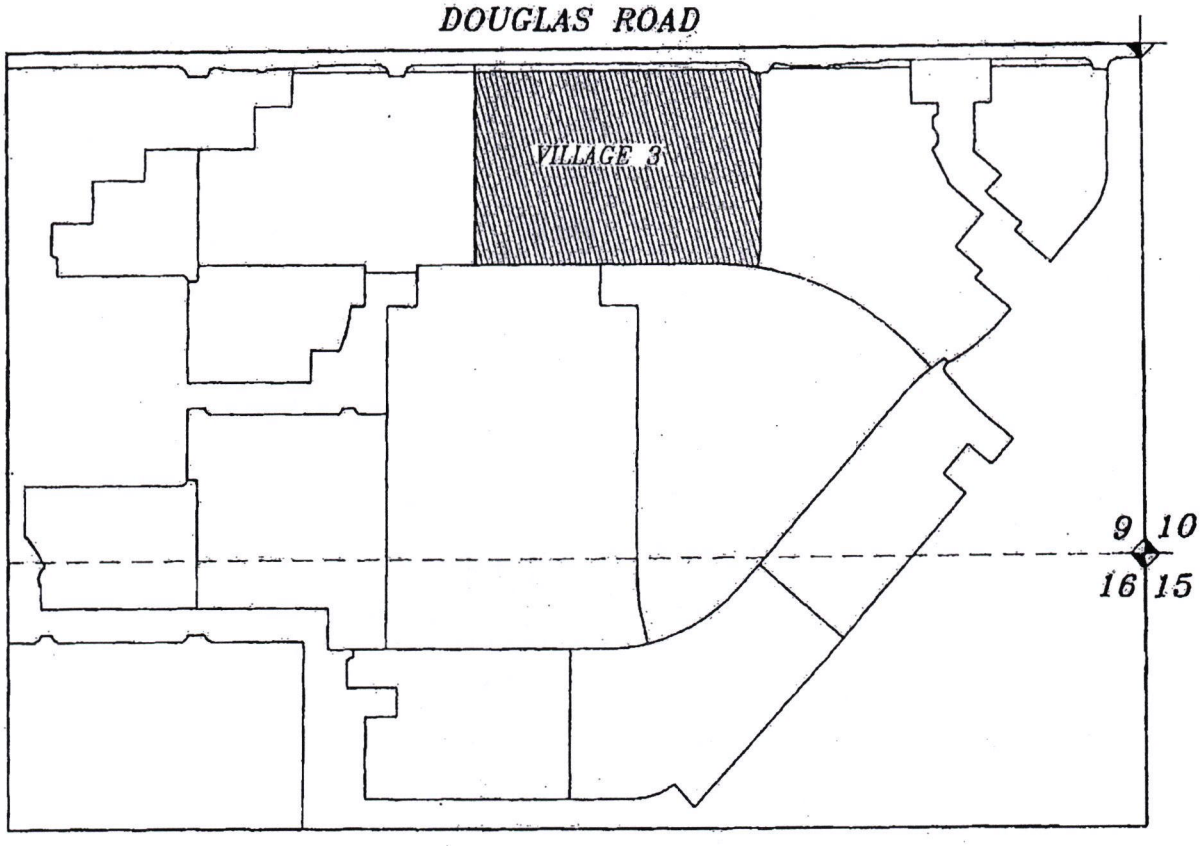
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGE NO. 3
RANCHO 80 LLC,
DEVELOPMENT AGREEMENT
ALL OF LOT 3 OF 326 B.M. 5
SEC. 9, T.8 N., R.7 E., M.D.M.,

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
CRAIG E SPIESS
Exp. 12/31/05
No. 7944
STATE OF CALIFORNIA
6/1/04

SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" = 600'

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

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\plots to accompany\SUN-PRK-DEV-AGREE.dwg 5/28/04 4:38pm jkroge

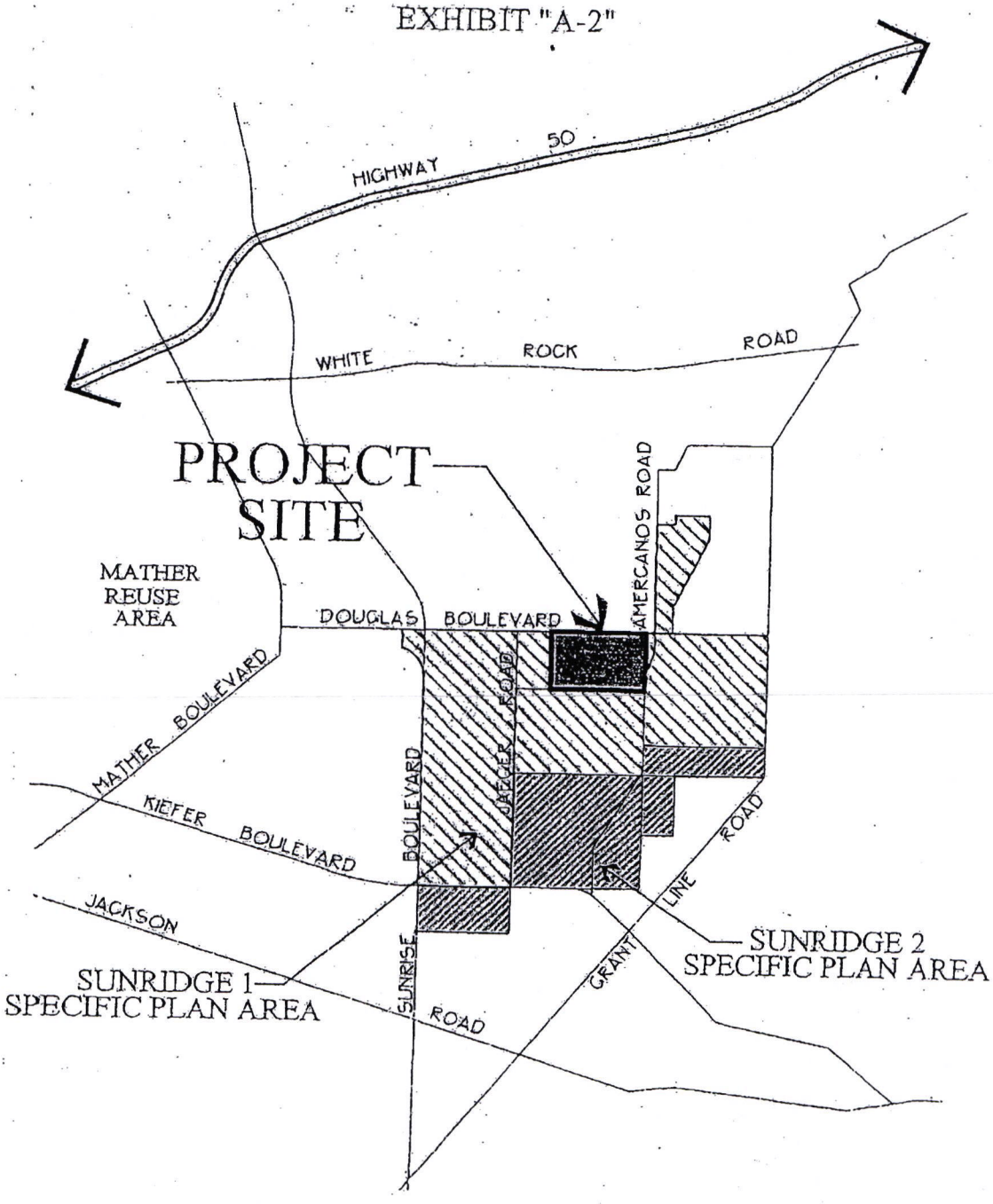
LOCATION MAP

SUNRIDGE PARK

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 2004

EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND BEAZER HOMES HOLDINGS CORPORATION RELATIVE TO SUNRIDGE PARK

This First Amendment to Development Agreement ("**Amendment**"), is entered into this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**"), and BEAZER HOMES HOLDINGS CORPORATION, a Delaware corporation ("**Landowner**"), who agree as follows:

RECITALS

A. City and Landowner entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on November 22, 2004, in the Office of the Sacramento County Recorder in Book 20041122, Page 1269, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. The Agreement provides for Landowner to pay certain new development fees.

C. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

D. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

E. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property was approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay to the City a new development fee in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 100 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-Five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Three Hundred One Thousand Eight Hundred Dollars ($301,800.00) of the New Development Fee for the entire Property shall be utilized by the Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such lots has been adequately addressed. In no event will occupying permits be issued for any production homes and in no event will any production home be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

"LANDOWNER"

BEAZER HOMES HOLDINGS CORPORATION,
a Delaware corporation

By:_____
Name:_____
Its:_____
Date:_____

By:_____
Name: _____
Its : _____
Date:_____

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

1279.015
06/01/04
JGK

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
BEAZER HOMES HOLDINGS CORPORATION DEVELOPMENT AGREEMENT

All that certain real property situate in Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 12 and 13 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

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 to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.



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

Date: 6/1/04

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

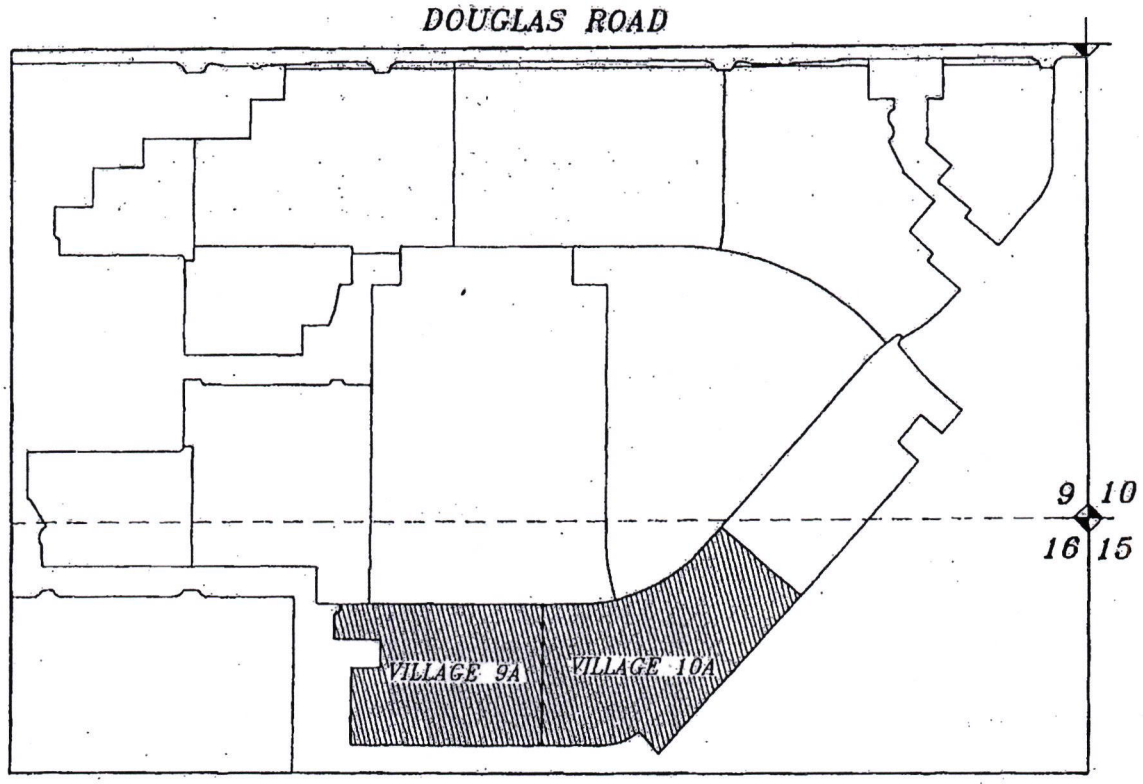
J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\docs\Descriptions\SUN-PARK-BEAZER2.doc

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES 9A & 10A
BEAZER HOMES HOLDINGS CORPORATION
DEVELOPMENT AGREEMENT
ALL OF LOTS 12 & 13
OF 326 B.M. 5
SEC. 16, T.8 N., R.7 E., M.D.M.,

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/05
No. 7974
STATE OF CALIFORNIA

SEE DESCRIPTION FOR
COURSE INFORMATION

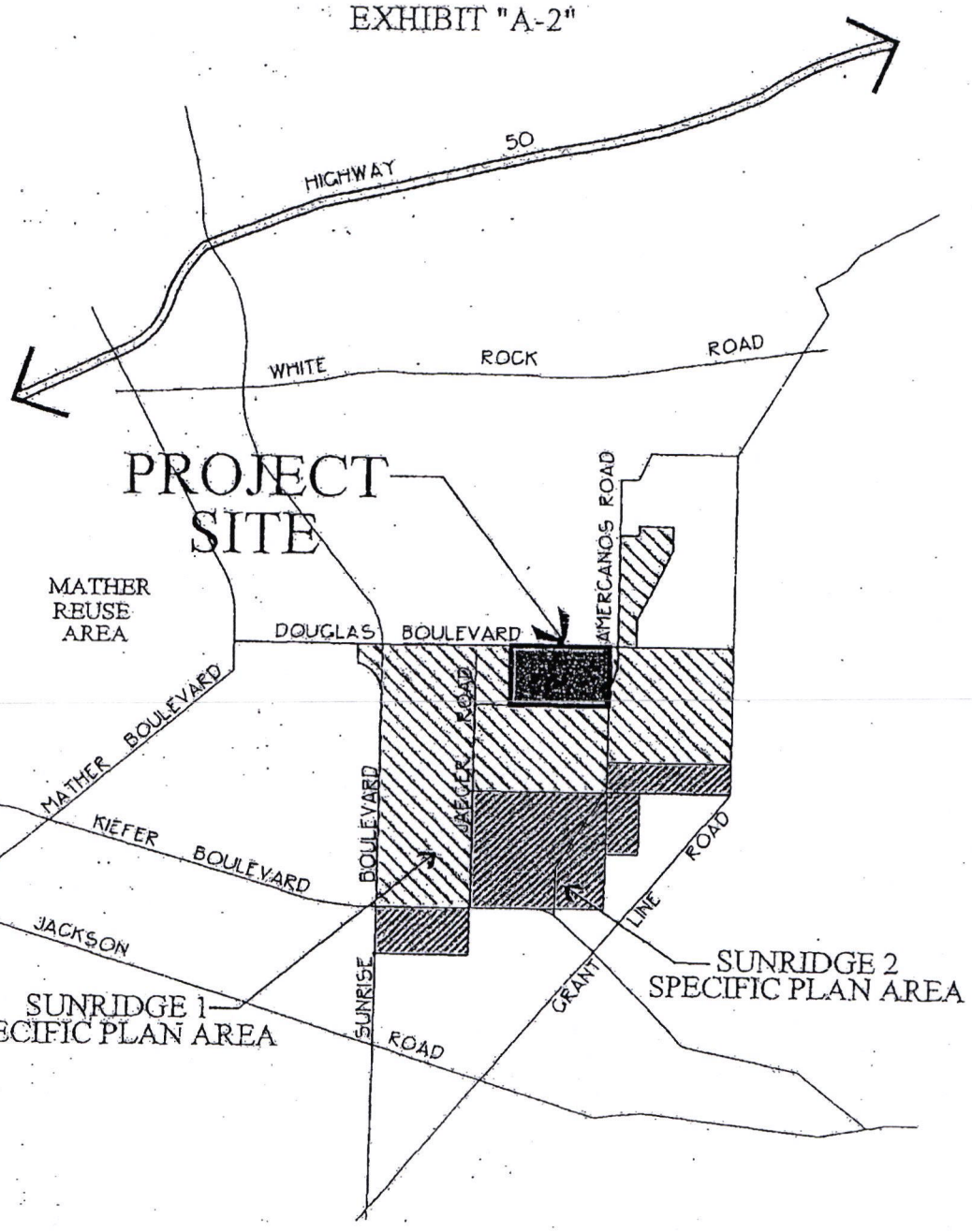
SCALE: 1"=600'

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

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-DA\Geomatics\plats to accompany\SUN-PRK-DEV-AGREE.dwg 5/28/04 4:38pm jkroge

LOCATION MAP
SUNRIDGE PARK
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 2004

EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE SUNRIDGE, INC. RELATIVE TO SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**), is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE SUNRIDGE, INC., a Delaware corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Landowner entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**).

B. This Amendment provides for Landowner to pay certain new development fees.

C. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

D. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

E. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____ 2006, by Resolution Nos. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 475 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety Five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby,

the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of One Million Four Hundred Thirty-three Thousand Five Hundred Fifty Dollars ($1,433,550.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The $1,433,550.00 shall be paid as follows:

- Woodside Bella Brisas, Inc. in the amount of $208,242 (69 lots x $3018);
- Woodside Vistas, Inc. in the amount of $648,870 (215 lots x $3018);
- Woodside Eclipse, Inc. in the amount of $386,304 (128 lots x $3018); and
- Woodside Mariposa, Inc. in the amount of $190,134 (63 lots x $3018).

The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit __. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall shall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupying permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"LANDOWNER"

WOODSIDE SUNRIDGE, INC.,
a Delaware corporation

By:_____
Name: _____
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

1279.015
06/01/04
JGK

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE SUNRIDGE, INC. 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 follows:

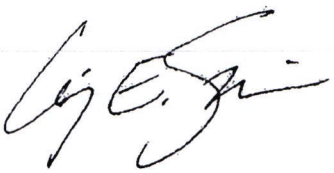
Being all of Lots 1, 4, 5, 7, 9, 10, 11, and 14 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

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 to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.





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

Date: 6/1/04

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND SUNRIDGE PARK LIMITED PARTNERSHIP RELATIVE TO SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**), is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and SUNRIDGE PARK LIMITED PARTNERSHIP, a California limited partnership (**"Landowner"**), who agree as follows:

RECITALS

A. City and Landowner entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on November 22, 2004, in the Office of the Sacramento County Recorder in Book 20041122, Page 1268, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. This Amendment provides for Landowner to pay certain new development fees.

C. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

D. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

E. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and _14-2006 (the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/ Mitigation Monitoring Reporting Program for the Property was approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 144 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety Five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Four Hundred Thirty Four Thousand Five Hundred Ninety-Two Dollars ($434.592.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"LANDOWNER"

SUNRIDGE PARK LIMITED PARTNERSHIP,
a California limited partnership

By: KIMBALL HILL HOMES CALIFORNIA, INC., a California corporation, General Partner

By:_____
Name: _____
Its :_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT "A"

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Diagram of the Property

1279.015
06/01/04
JGK

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
SUNRIDGE PARK LIMITED PARTNERSHIP 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 follows:

Being all of Lots 2, 6 and 8 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

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 to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.



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

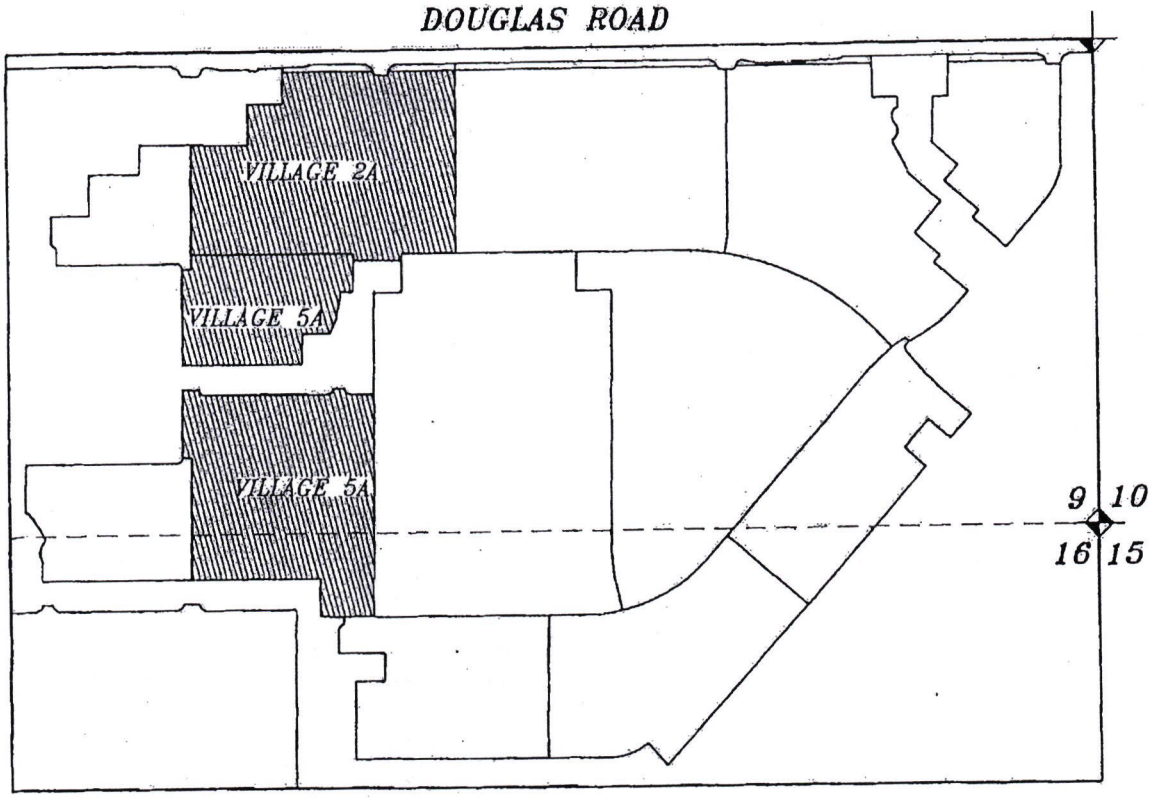
Date: 6/1/04

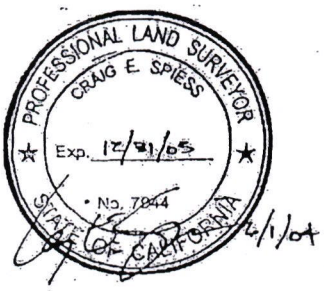
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

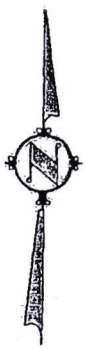
EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES 2A & 5A
SUNRIDGE PARK LIMITED PARTNERSHIP
DEVELOPMENT AGREEMENT
ALL OF LOTS 2, 6 & 8
OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA







SEE DESCRIPTION FOR
COURSE INFORMATION

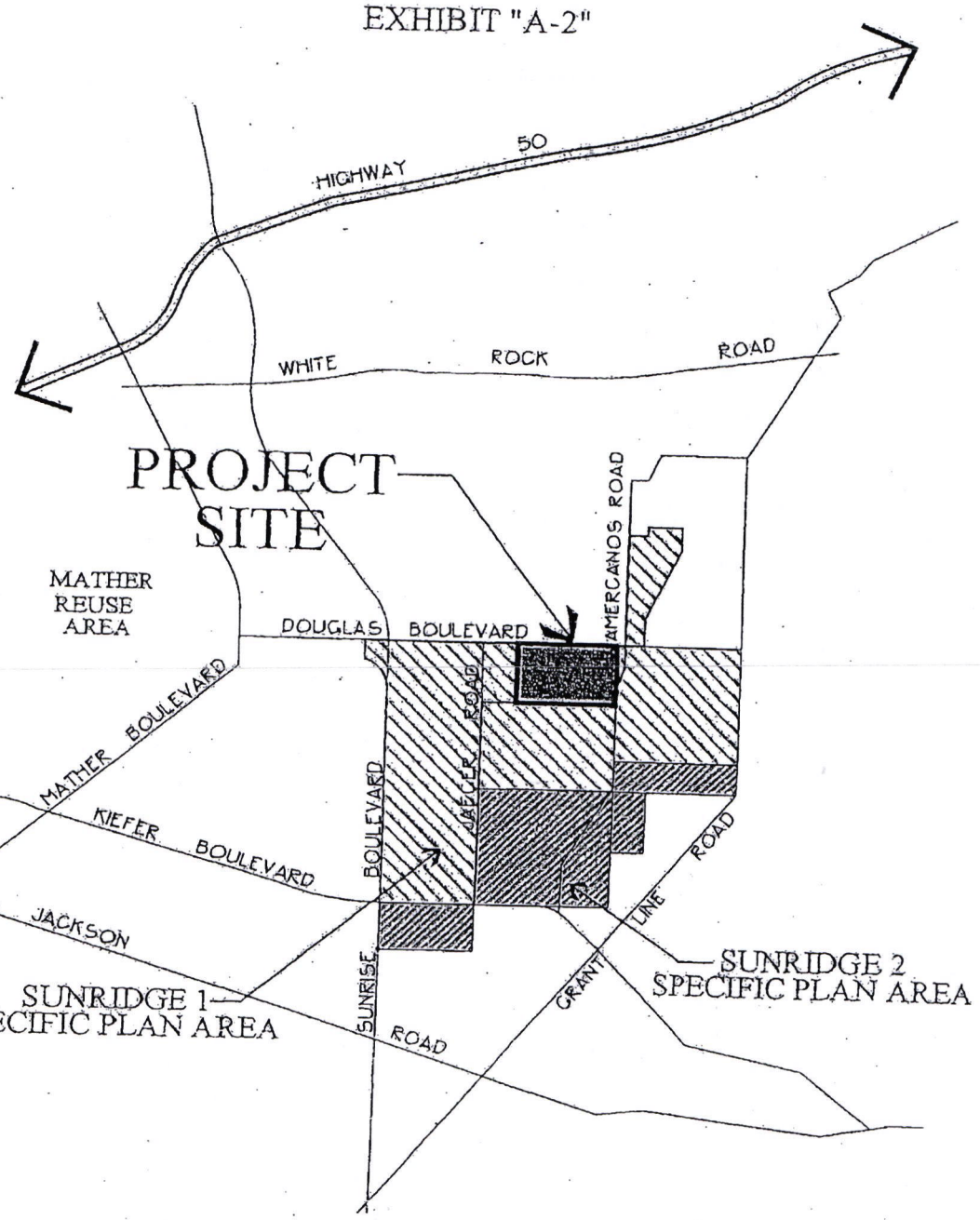
SCALE: 1"=600'

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Sacramento, CA 95816 Fax 916.341.7767

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\plats to accompany\SUN-PRK-DEV-AGREE.dwg 5/28/04 4:37pm jkrage

LOCATION MAP
SUNRIDGE PARK
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 2004

EXHIBIT "A-2"



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PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND SUNRIDGE PARK, LLC RELATIVE TO SUNRIDGE PARK – PHASE II

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ___ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and the SUNRIDGE PARK, LLC, a limited liability company (**"Landowner"**), who agree as follows.

RECITALS

A. City and Landowner entered into that certain Development Agreement dated February __, 2006 [need to insert specific date] (**"Agreement"**) recorded on _____, in the Office of the Sacramento County Recorder in Book _____, Page _____, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. This Amendment provides for Landowner to pay certain new development fees.

C. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

D. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

E. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described herein below.

F. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property was approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____, 2006, by Resolution Nos. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Large Lot Subdivision Map, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Large Lot Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Zoning Code Amendments, the Large Lot Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 151 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety Five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Four Hundred Fifty-five Thousand Seven Hundred Eighteen Dollars ($455,718.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The $455,718.00 shall be paid as follows:

- Pleasant Valley Investments, LC in the amount of $253,512 (84 lots x $3,018);
- Beazer Homes Holdings in the amount of $105,630 (35 lots x $3,018); and
- Sunridge Park Limited Partnership in the amount of $96,576 (32 lots x $3,018).

The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that model home building permits may be issued for lots within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, subject to Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

"LANDOWNER"

SUNRIDGE PARK, LLC
a limited liability company

By:_____
Name: _____
Its :_____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT "A"

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Diagram of the Property

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 of Section 9, South 00°53'22" East a distance of 49.18 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" East a 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 Lot Map, 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 of the East 1322.52 feet of the West 2645.04 Feet of Section 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 West 2645.04 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, 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";
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 to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

Date: _____

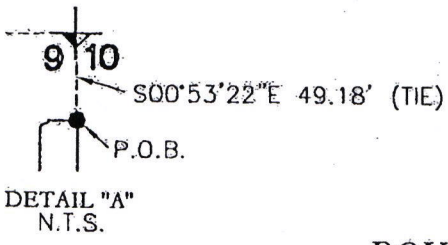
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

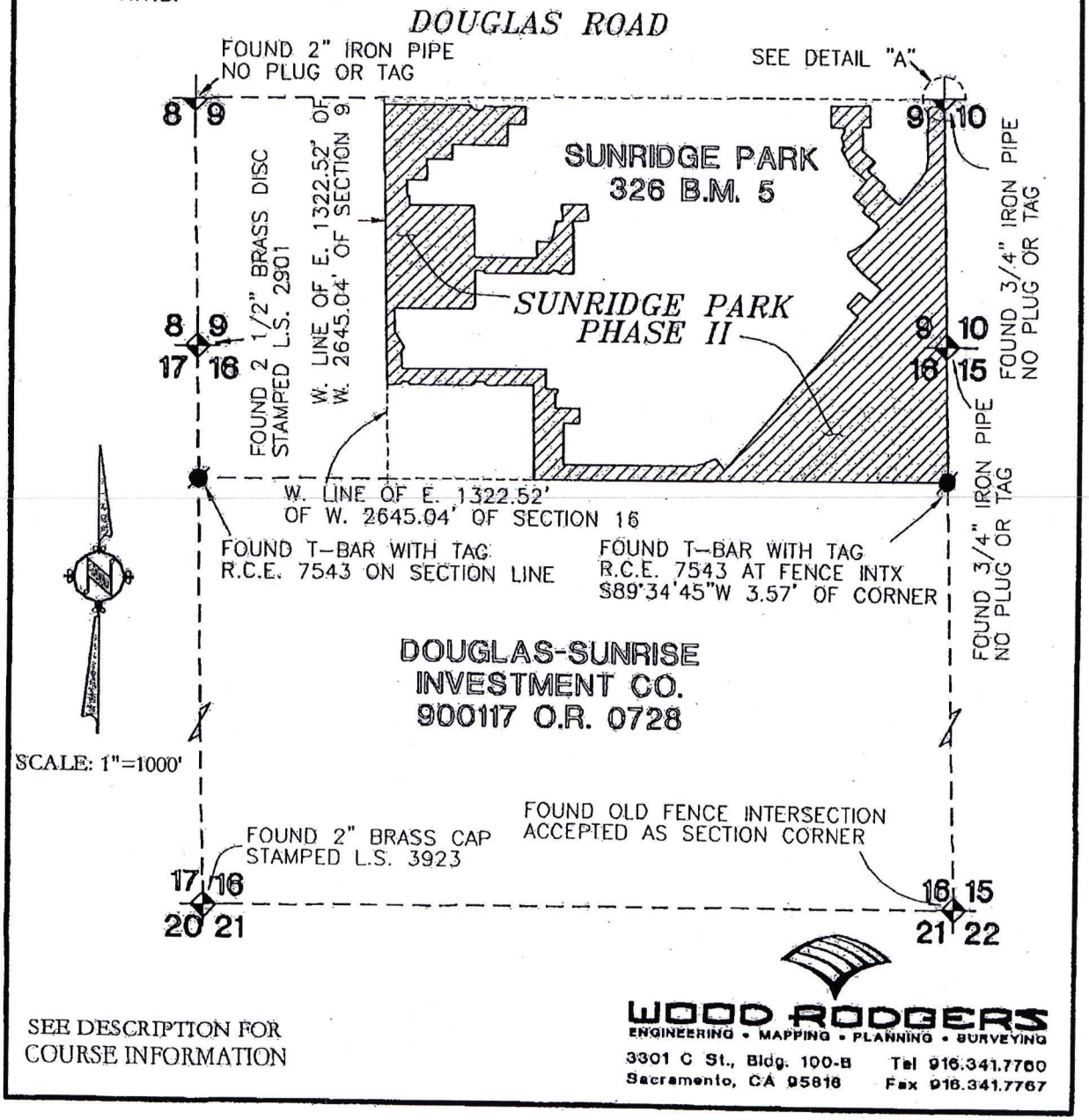
PLAT TO ACCOMPANY
DESCRIPTION

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

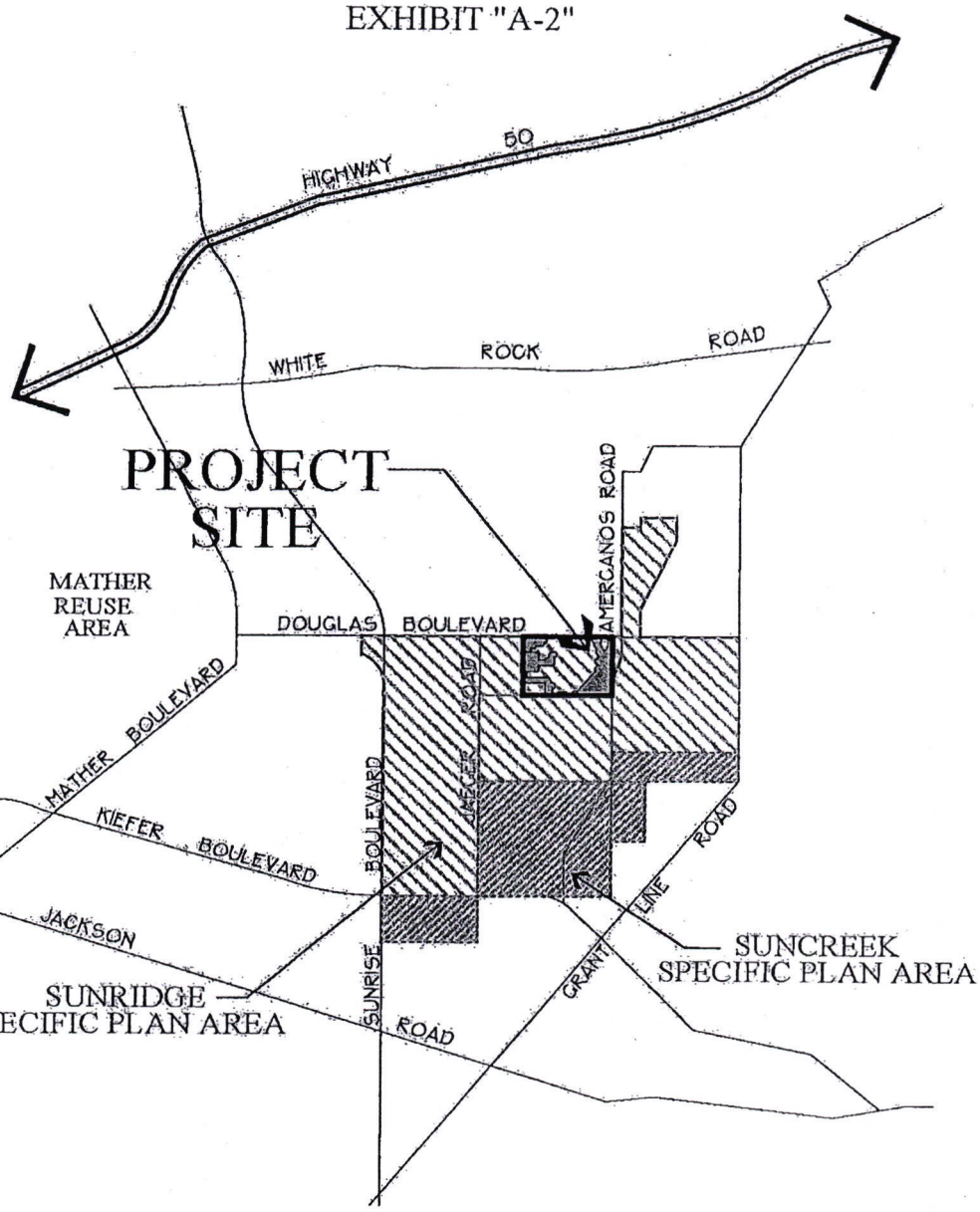
LOCATION MAP

SUNRIDGE PARK - PHASE II

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 21, 2005

EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND LENNAR RENAISSANCE, INC. RELATIVE TO VILLAGES 9 AND 11 OF ANATOLIA III

This First Amendment to Development Agreement ("**Amendment**"), dated for reference purposes only as of _____, 2006 is entered into by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**"), and LENNAR RENAISSANCE, INC., a California corporation ("**Landowner**"), who agree as follows:

RECITALS

A. City and Sunridge, LLC, a California limited liability company ("**Prior Owner**") entered into that certain Development Agreement dated November 20, 2003 ("**Agreement**") recorded on December 5, 2003, in the Office of the Sacramento County Recorder in Book 031205, page 1484, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. For purposes of this Amendment, the term "**Property**" shall refer to the portion of the Overall Property known as Villages 9 and 11 at Anatolia III and sometimes referred to as the Anatolia III interim detention basin, as more particularly described on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference.

C. Prior Owner and Landowner entered into that certain Assignment and Assumption Agreement Relative to Anatolia III dated February 23, 2005 (the "**Assignment**") and recorded on February 28, 2005, in the Office of the Sacramento County Recorder in Book 20050228, Page 1460, Official Records, pursuant to which Prior Owner assigned and Landowner assumed all of the right, title, interest, burdens and obligations of landowner under the Agreement with respect to the Property.

D. Pursuant to a separate agreement between Landowner and Sunridge-Anatolia LLC, a California limited liability company ("**Master Developer**"), Landowner is obligated to convey title to the Property to Master Developer at a future date. Master Developer is required pursuant to a park development agreement with the Cordova Recreation and Park District (the "**District**") to construct certain turn key park improvements for the Anatolia I and II projects located within the City, with the District being responsible for any cost overruns or shortfall for the construction of such improvements.

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E. Landowner has caused Master Developer, as the owner of Anatolia IV, to become obligated to participate in paying the "new development fee," which shall be used by the City to fund certain roadway improvements and by the Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City (the "**Master Developer Funding Commitment**"). The Master Developer Funding Commitment shall be memorialized in that certain Development Agreement by and between the City of Rancho Cordova and Sunridge-Anatolia, LLC relative to Anatolia IV to be entered into concurrently herewith.

F. City has, in return for Landowner's obtaining the Master Developer Funding Commitment, amended certain zoning and map conditions affecting a portion of the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

G. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

H. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

I. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by City Ordinance Nos. _13-2006 and 14-2006 (the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/ Mitigation Monitoring Reporting Program for the Property was approved by the City on _____, 2006, by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revision of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Zoning Code Amendments, and the Amendment shall be sometimes collectively referenced herein as the "**Additional Project Approvals.**")

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2. Consideration for Landowner's Obtaining the Master Developer's Funding Commitment. Landowner's delivery of the Master Developer's Funding Commitment is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals.

3. Vesting and Development Rights. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, this Amendment, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement. Landowner shall be entitled to develop the Property and obtain final map(s) and building permits for 81 residential units for the Property regardless of the total number of building permits which have been issued within the City at such time that such final map is approved or such building permits are issued.

4. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project upon the removal of existing drainage detention basins.

5. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

6. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

7. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

8. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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

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City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

"LANDOWNER"

LENNAR RENAISSANCE, INC.,
a California corporation

By:_____
Name: _____
Its :_____
Date:_____

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

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EXHIBIT A-1

DESCRIPTION OF
ANATOLIA III INTERIM DETENTION BASIN

All that certain real property situate in a portion of Section 20, Township 8, North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being a portion of the remainder as shown on that certain Final Map entitled "Anatolia III Village 24" filed for record in Book 332 of Maps, at Page 4, Sacramento County Records and further described as follows:

COMMENCING at a found 3/4 inch iron pipe with plug stamped L.S. 7944 marking the centerline intersection of Kiefer Boulevard and Country Garden Drive as shown on said map; thence along the South line of the Southeast One-Quarter of said Section 20, North 89°45'51" East a distance of 62.44 to the East Boundary line of said Anatolia III Village 24; thence along said East Boundary line of Anatolia III Village 24, North 00°14'09" West a distance of 38.00 feet to the True Point of Beginning; thence from said **TRUE POINT OF BEGINNING** along the said East Boundary line of Anatolia III Village 24 for the following sixteen (16) arcs, courses and distances:

1. North 00°14'09" West a distance of 6.00 feet to a point of curvature;
2. from a radial line which bears South 00°14'09" East, 39.79 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 91°11'14";
3. North 20°47'25" West a distance of 5.38 feet to a point of curvature;
4. from a radial line which bears North 88°54'35" West, 79.75 feet along the arc of a non-tangent 2065.00 foot radius curve to the right through a central angle of 02°12'46" to a point of compound curvature;
5. 30.18 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 86°27'40";
6. North 89°45'51" East a distance of 7.50 feet;
7. North 00°14'09" West a distance of 40.00 feet;
8. South 89°45'51" West a distance of 7.00 feet to a point of curvature;
9. 33.43 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 95°46'15";
10. North 84°27'54" West a distance of 4.00 feet to a point of curvature;
11. from a radial line which bears North 84°27'54" West, 83.20 feet along the arc of a non-tangent 2075.00 foot radius curve to the right through a central angle of 02°17'50";
12. North 89°45'51" East a distance of 124.40 feet;
13. North 00°14'39" West a distance of 51.08 feet;
14. North 09°02'05" East a distance of 110.00 feet;
15. North 11°37'08" East a distance of 53.02 feet; and
16. North 19°43'26" East a distance of 51.27 feet;

Thence leaving said East Boundary line of Anatolia III Village 24 for the following thirty eight (38) arcs, courses and distances:

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1. South 59°17'59" East a distance of 138.31 feet;
2. South 49°01'45" East a distance of 44.90 feet;
3. South 57°54'01" East a distance of 110.61 feet;
4. South 29°20'02" West a distance of 56.94 feet;
5. South 72°22'27" East a distance of 171.38 feet to a point of curvature;
6. from a radial line which bears North 72°22'27" West, 17.62 feet along the arc of a non-tangent 230.00 foot radius curve to the right through a central angle of 04°23'19";
7. North 22°00'51" East a distance of 63.36 feet to a point of curvature;
8. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10" to a point of reverse curvature;
9. 173.11 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 09°23'32" to a point of reverse curvature;
10. 30.62 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°43'48";
11. South 08°13'18" West a distance of 6.19 feet;
12. South 81°46'42" East a distance of 40.00 feet;
13. North 08°13'18" East a distance of 6.00 feet to a point of curvature;
14. 30.72 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 88°00'33" to a point of reverse curvature;
15. 76.21 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 04°08'07" to a point of reverse curvature;
16. 30.60 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°39'23";
17. North 89°45'07" East a distance of 48.00 feet to a point of curvature;
18. from a radial line which bears South 89°45'07" West, 30.60 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 87°39'23" to a point of reverse curvature;
19. 76.60 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 04°09'21" to a point of reverse curvature;
20. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10";
21. South 08°52'41" East a distance of 6.00 feet;
22. North 81°07'19" East a distance of 40.00 feet;
23. North 08°52'41" West a distance of 6.00 feet to a point of curvature;
24. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10" to a point of reverse curvature;
25. 168.64 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 09°08'59" to a point of reverse curvature;
26. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10";
27. South 22°17'20" East a distance of 6.00 feet;
28. North 67°42'40" East a distance of 40.00 feet;
29. North 22°17'20" West a distance of 6.00 feet to a point of curvature;
30. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10" to a point of reverse curvature;

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31. 137.37 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 07°27'12";
32. South 31°52'21" East a distance of 154.42 feet;
33. South 52°32'30" East a distance of 82.10 feet;
34. North 89°45'51" East a distance of 221.04 feet;
35. North 00°45'33" West a distance of 195.95 feet;
36. North 89°14'27" East a distance of 145.00 feet;
37. North 00°45'33" West a distance of 35.04 feet; and
38. North 89°14'27" East a distance of 130.00 feet to the westerly right-of-way of Jaeger Road as described in Book 20040722, at Page 0683, Official Records of Sacramento County ;

Thence along the said westerly right-of-way of Jaeger Road and the northerly right-of-way of Kiefer Boulevard for the following twenty three (23) arcs, courses and distances:

1. South 00°45'33" East a distance of 105.45 feet;
2. North 86°45'10" West a distance of 6.00 feet;
3. South 03°14'50" West a distance of 200.58 feet;
4. South 00°45'33" East a distance of 164.98 feet to a point of curvature;
5. 39.50 feet along the arc of a tangent 25.00 foot radius curve to the right through a central angle of 90°31'24" to the northerly right-of-way of Kiefer Boulevard;
6. South 89°45'51" West a distance of 136.39 feet;
7. North 00°14'09" West a distance of 7.00 feet;
8. South 89°45'51" West a distance of 28.00 feet;
9. South 00°14'09" East a distance of 7.00 feet;
10. South 87°45'35" West a distance of 200.12 feet;
11. South 89°45'51" West a distance of 53.42 feet;
12. South 00°14'09" East a distance of 6.00 feet;
13. South 89°45'51" West a distance of 683.00 feet;
14. North 00°14'09" West a distance of 6.00 feet to a point of curvature;
15. thence from a radial line which bears South 00°14'09" East, 39.26 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 89°59'16";
16. South 89°45'07" West a distance of 6.00 feet;
17. North 00°14'53" West a distance of 6.02 feet;
18. South 89°45'07" West a distance of 42.00 feet;
19. South 00°14'53" East a distance of 6.00 feet;
20. South 89°45'07" West a distance of 6.00 feet to a point of curvature;
21. from a radial line which bears North 89°45'07" East, 39.28 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 90°00'44";
22. South 00°14'09" East a distance of 6.00 feet; and
23. South 89°45'51" West a distance of 901.45 feet to the True Point of Beginning.

Containing 17.596 acres of land, more or less.

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The Basis of Bearings for this survey is the California State Plane coordinate system, Zone 2, NAD 83, Epoch date 1997.30, as measured between NGS station "Sheldon", 1st order and NGS station "G 1414" 1st order. said bearing is North 72°44'09" East. Distances shown are ground based.

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

Date: 2/21/06



PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA
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EXHIBIT A-2

Diagram of the Property

[See the attached]

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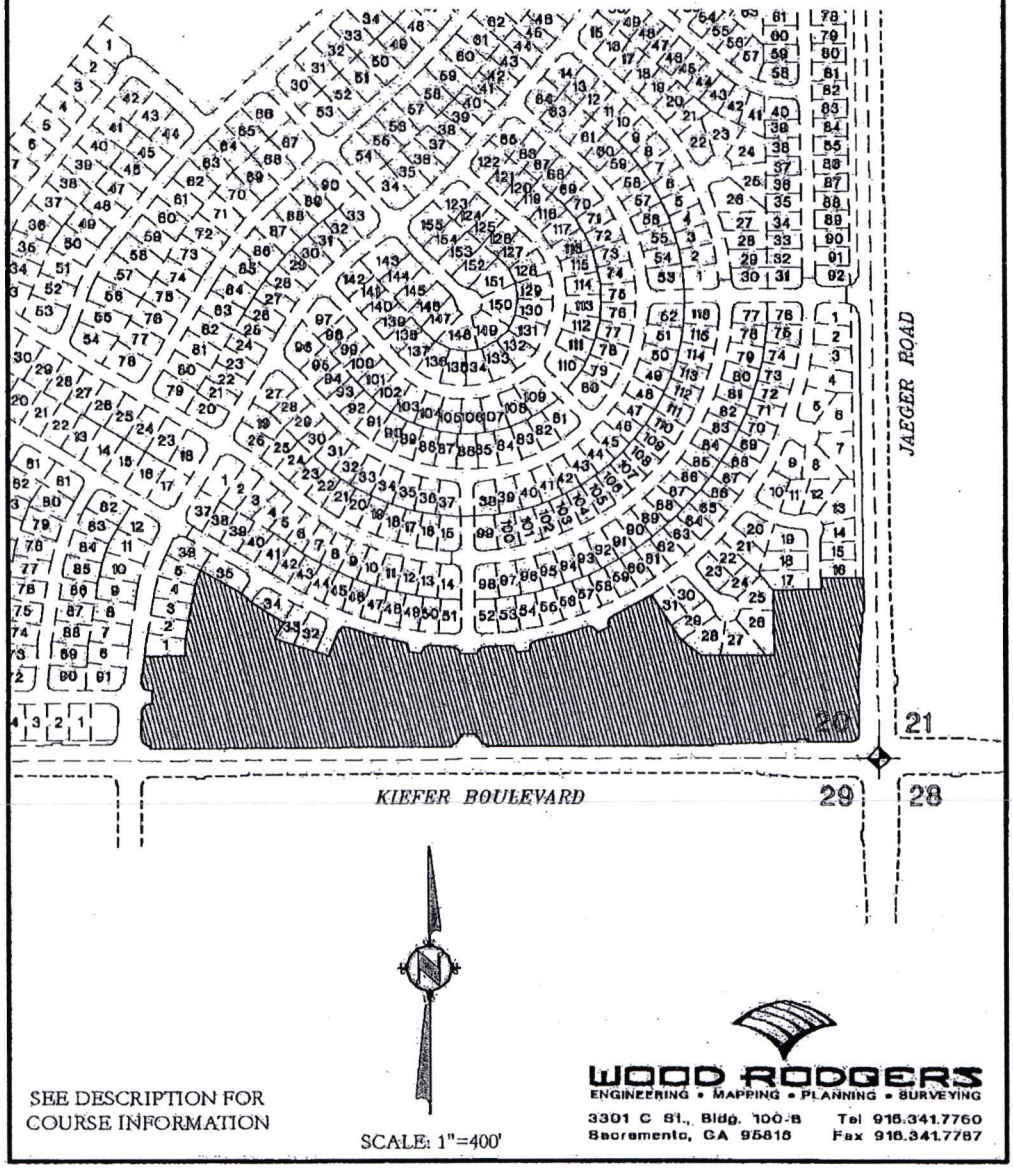
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EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III INTERIM DETENTION BASIN
A PORTION OF VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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

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OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND U.S. HOME/KB NORTH DOUGLAS, LLC RELATIVE TO NORTH DOUGLAS I AND II

This First Amendment to Development Agreement ("**Amendment**"), is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**"), and U.S. HOME/KB NORTH DOUGLAS, LLC, a Delaware limited liability company ("**Landowner**"), who agree as follows.

RECITALS

A. City and the JAMES D. WEIDINGER AND CHRISTINA WEIDINGER REVOCABLE TRUST and the ARCHEL C. AND MARY W. CUPP FAMILY TRUST (collectively, the "**Prior Owner**") entered into that certain Development Agreement dated November 24, 2004 ("**Agreement**") recorded on March 11, 2005, in the Office of the Sacramento County Recorder in Book 20050311, page 0130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. Prior Owner and Landowner entered into that certain Assignment and Assumption Agreement Relative to North Douglas I and II dated March 2, 2005 (the "**Assignment**") and recorded on March 30, 2005, in the Office of the Sacramento County Recorder in Book 20050330, Page 2017, Official Records, pursuant to which Prior Owner assigned and Landowner assumed all of the rights, title, interest, burdens and obligations of landowner under the Agreement with respect to the Property.

C. This Amendment provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described hereinbelow.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property was approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revision of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5060.00) for each of the 680 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-Five ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner,

Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Two Million Two Hundred Twenty-seven Thousand Seven Hundred and Seventy Dollars ($2,227,770.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit __. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"LANDOWNER"

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

By: Lennar Renaissance, Inc.
a California corporation

By:_____
Brian Bombeck
Vice President

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Diagram of the Property

1252.001
03/19/04
CES

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
NORTH DOUGLAS DEVELOPMENT AGREEMENT

All that certain real property situate in a portion of Rancho Rio de Los Americanos, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

All of Lots 1, 2 and 7 as shown on that certain Parcel Map entitled "Portion of the Record of Survey Recorded in 12 R.S. 27" filed for record in Book 29 of Parcel Maps, at Page 28, Sacramento County Records.

Together with a sixty foot (60') ingress and egress easement as recorded in Book 4260, at Page 206, Official Records of Sacramento County as shown on that certain Parcel Map entitled "Portion of the Record of Survey Recorded in 12 R.S. 27" filed for record in Book 29 of Parcel Maps, at Page 28, Sacramento County Records.

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

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

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

Date: 3/19/04



PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

NORTH DOUGLAS DEVELOPMENT AGREEMENT
LOTS 1, 2 &7 - 29 P.M. 28
A PORTION OF RANCHO RIO DE LOS AMERICANOS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SCALE: 1" =1000'

55 P.M. 30



29 P. M. 28

2 7

1

NORTH DOUGLAS

EAST LINE OF RANCHO RIO DE LOS AMERICANOS

SOUTH LINE OF RANCHO RIO DE LOS AMERICANOS

SECTION 10
T 8 N., R. 7 E., M.D.M.

GRANTLINE ROAD

DOUGLAS ROAD

3 2
10 11

9 10

9 10
18 15

10
15

10 11
15 14

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



DRAFT REPORT

RANCHO CORDOVA TRANSPORTATION INFRASTRUCTURE PHASING STUDY

PHASE I

March 23, 2006

Prepared for:
City of Rancho Cordova

RS05-2134A

1. INTRODUCTION

When Sacramento County approved the original Sunridge Specific Plan and Sunrise-Douglas Community Plan, they adopted conditions that tied transportation infrastructure improvements to development thresholds (2,000, 3,025, and 6,500 dwelling units). The most noteworthy conditions placed a 6,500 dwelling unit cap on development until the Alta-Sunrise roadway and interchange with US 50 (currently known as Rancho Cordova Parkway) was in operation and the widening of State Route (SR) 16 to four lanes from Bradshaw Road to Sunrise Boulevard was complete.

The plan anticipated that the 6,500 dwelling unit development level would not be reached for 10 years, which would leave sufficient time to prepare the necessary environmental documents, engineering plans, and complete the construction of the designated transportation facilities prior to the occupancy of the 6,500th unit. Recent development trends indicate that 6,500 dwelling units are likely to be constructed in less time than originally anticipated and that final maps for 6,500 dwelling units will be ready far in advance of the 6,500 dwelling units themselves. Given the long lead-time needed for major transportation improvements, a new Sunridge Specific Plan transportation infrastructure phasing plan is appropriate.

Given the amount of proposed development in the general area south of U.S. 50, between Sunrise Boulevard and Grant Line Road, it is appropriate to prepare an infrastructure phasing plan that not only addresses development in the Sunridge Specific Plan, but also addresses development in the entire area.

The purpose of this study is two fold. The first part is to investigate how the **intent** of the original conditions placed upon the Sunridge Specific Plan can be met (tying development levels to travel conditions) but through potential alternative improvements. The second part is to evaluate development in the general area south of U.S. 50 and prioritize improvement projects based on assumed development. The infrastructure phasing plan is not meant to alleviate the City or developers' responsibilities as defined in their conditions of approval and CEQA documentation, but rather to find and prioritize potential transportation improvements that can accomplish the same results as intended by the County's conditions. The mitigation measures stipulated in the original CEQA document must still be completed by build-out of the Sunridge Specific Plan area, irrespective of the findings of this report.

This report assesses development thresholds up to 5,225 dwelling unit equivalencies (DUEs). These results will be incorporated into Phase 2 of this study, which will develop an infrastructure prioritization and phasing approach for up to 60,000 DUEs within the study area (south of U.S. 50, between Sunrise Boulevard and Grant Line Road).

Any phasing plan should be updated regularly to ensure that it reflects changes in the assumed land uses, changes in building absorption rates (i.e. faster build-out), changes in preferred priority infrastructure projects (due to deliverability and policy matters), and changes in the location of development.

STUDY SCENARIOS

Traffic operations of various roadway segments in the City of Rancho Cordova are evaluated for the following scenarios:

1. No Project – Existing traffic conditions.

2. 2,500 DUE Threshold – Existing Conditions plus the development of in excess of 2,500 dwelling unit equivalents (DUE) in the Sunridge Specific Plan area, including Anatolia I, Anatolia II, Anatolia III, Anthology at Anatolia & Sundance, Anatolia IV, Sunridge Park, Lot J and North Douglas.

3. 5,225 DUE Threshold - Existing Conditions plus the development of 5,225 dwelling unit equivalents (DUE) in the Sunridge Specific Plan area.

STUDY AREA

To analyze the impacts of the development in the Sunridge Specific Plan area, the entire sub-regional roadway system in and around Rancho Cordova was evaluated for deficiencies. The area under study is roughly bounded by the American River to the north, Grant Line Road, White Rock Road and Prairie City Road to the east, State Route (SR) 16 to the south, and Bradshaw Road to the west. Figure 1 depicts the study area.

The intent of analyzing the roadways within the study area was not to complete a detailed operational and impact analysis. Rather, the conditions on the roadways were monitored to measure the effectiveness of proposed transportation improvements.

ANALYSIS METHODOLOGIES

Travel Demand Forecasts

A modified version of the SACMET regional travel demand forecasting (TDF) model was used to develop forecasts for this study. This modified version was originally developed and calibrated for use in the City of Folsom and El Dorado County. It was further refined within the City of Rancho Cordova for use in the Rio del Oro Specific Plan EIR, The Preserve at Sunridge EIR, and the City's General Plan analyses.

Land use data for each study development threshold were taken from approved subdivision maps, pending subdivision maps, and likely buildout of land uses within the area south of US 50. The City of Rancho Cordova Planning Department assisted with the compilation of land use data by type, location, and expected timing of development. These land use data were then input to the appropriate traffic analysis zones (TAZ) in the TDF model.

The TDF model begins by estimating the number of trips generated by each development threshold scenario using calibrated trip generation rates. These trips are then distributed to different locations (work places, shopping places, etc.) by different modes based on the attractiveness of potential destinations and the modes available to reach those destinations. Lastly the model assigns trips by mode to the transportation network and estimates congestion levels on facilities within the transportation network. To properly distribute and assign the trips, appropriate roadway connectivity within the study area was added to the TDF model.

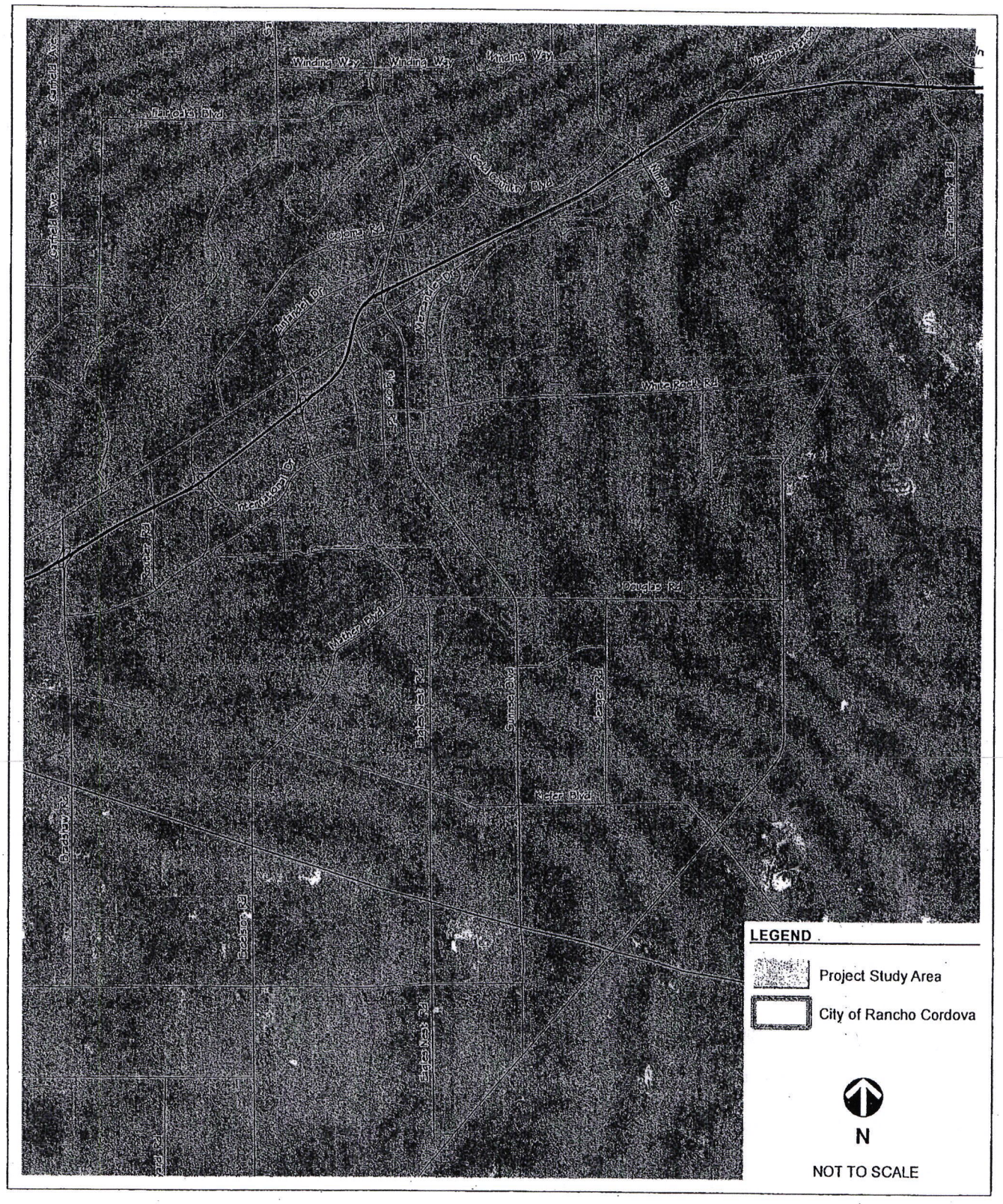
Analytical Thresholds

Potential improvements were identified using several criteria:

- Congestion levels of existing and proposed roads in the study area
- Conformity to the City's Circulation Element/Plan
- Timeliness of permitting/construction

Roadway Congestion Levels

Improvements were identified using methodologies consistent with those used in the City's General Plan study, which are based on roadway capacities and congestion levels.



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PROJECT STUDY AREA
FIGURE 1

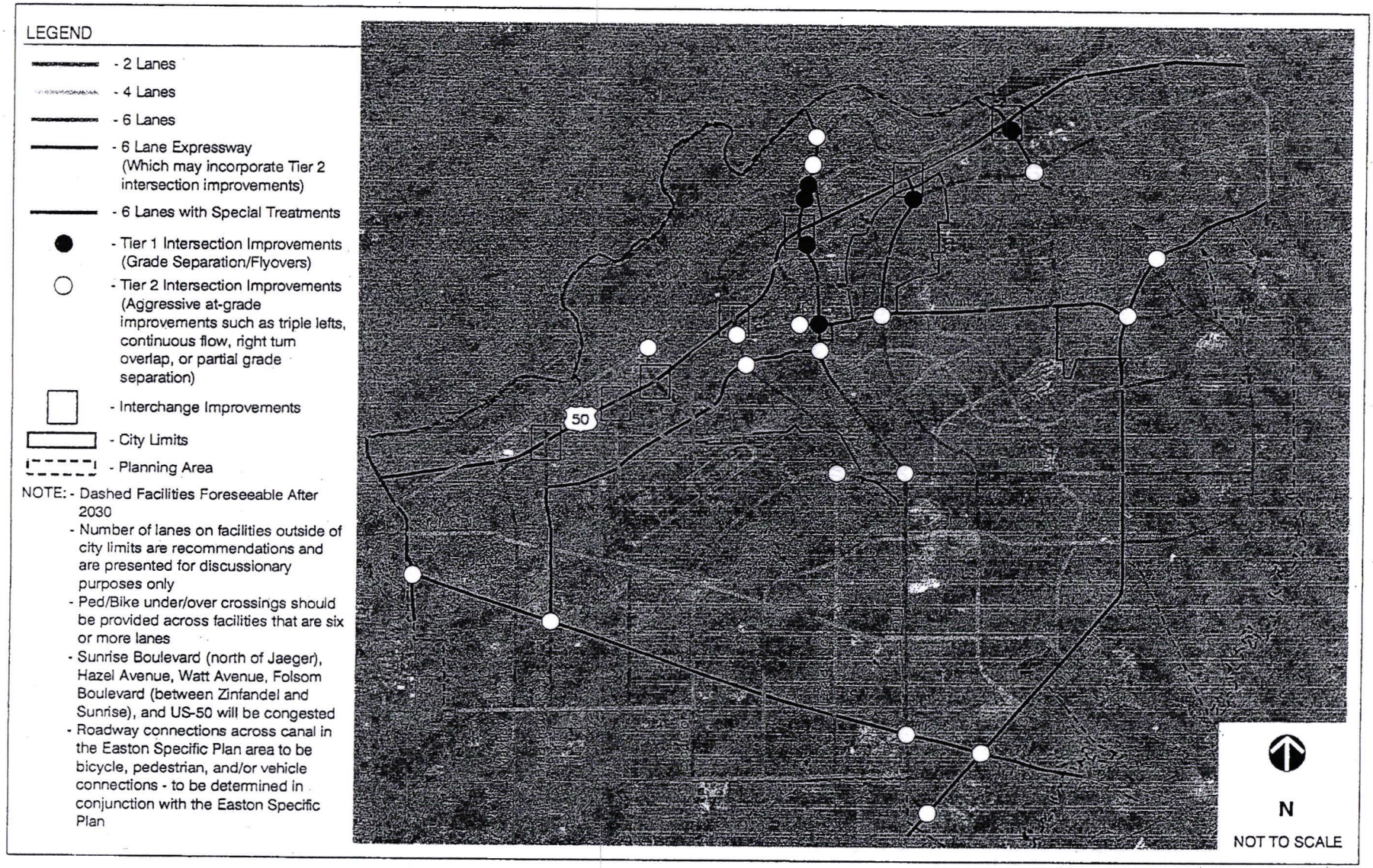
Circulation Element/Plan Conformity

In May, 2005 the City adopted a Circulation Element//Plan, which is part of the General Planning process. The Circulation Element/Plan specifies a set of transportation infrastructure improvements that are designed to accommodate traffic through the planning horizon of the General Plan, which is coincident with the buildout of the City's identified planning area. Figure 2 presents the roadway system identified in the Circulation Element/Plan.

As development is added to the Sunridge Specific Plan area, necessary roadway improvements consistent with the Circulation Element/Plan are considered. The prioritization of identified roadway improvements was based on the traffic distribution patterns associated with the development of the Sunridge Specific Plan area.

Ease of Construction/Permitting

Due to environmental constraints, several of the projects proposed in the Circulation Element/Plan may have an onerous permitting process that greatly adds to the time and cost of completing a project. When evaluating transportation improvements, projects that are perceived to have a shorter permitting process are favored. If a project is recommended that is likely to have a difficult permitting process, adjacent projects may be added so that the permitting process needs only to be completed once.



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ROADWAY SIZING

2. EXISTING CONDITIONS

This chapter provides a description of Existing Conditions on the roadway system within the study area. Existing Conditions were obtained from the existing conditions TDF model.

CURRENT ROADWAY CONDITIONS

Figure 3 highlights the roadway segments that currently operate at levels that exceed congestion thresholds identified in the City's Circulation Element/Plan. As shown on Figure 3, US 50 operates poorly throughout much of the study area and the river crossings at Sunrise Boulevard and Hazel Avenue are extremely congested. Congestion along these segments of roadway is difficult to resolve because existing land uses and environmental regulations limit the extent to which additional capacity can be added through road widening or intersection/interchange improvements. Further, existing demand for travel on these roadway segments substantially outweighs the available capacity and anything less than a major facility improvement will not provide significant relief.

While the regional facilities within the study area are congested, the majority of the local roadway system is far less congested. However, sections of Folsom Boulevard, Old Placerville Road, Sunrise Boulevard south of Trade Center Drive, and some interchanges are currently congested during the peak traffic periods.

Existing Conditions
Roadway Congestion



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Figure 3

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3. DEVELOPMENT THRESHOLD EVALUATION

This chapter analyzes the transportation needs for the two development thresholds (2,500 DUE and 5,225 DUE) and presents a recommend phasing of transportation improvements. The recommended transportation projects are designed to accommodate projected transportation needs for future development, provide increased mobility within Rancho Cordova, and limit impacts to existing transportation facilities.

DEVELOPMENT THRESHOLD ASSESSMENT

2,500 DUE Threshold

The 2,500 DUE threshold consists of development that has been approved and is under construction within the Sunridge Specific Plan area. This development consists of Anatolia I, Anatolia II, Anatolia III, Anthology at Anatolia & Sundance, Anatolia IV, Sunridge Park, Lot J and North Douglas. The Sunridge Specific Plan had an initial development threshold of 2,000 dwelling units (DU); the conditioned transportation improvements are shown in Table 1.

TABLE 1
CONDITIONS OF APPROVAL – 2,000 DWELLING UNITS IN SUNRIDGE

Project	Location	Improvement
1	Sunrise Blvd – Sunrise Park Dr to Douglas Rd	Widen to six lanes
2	Douglas Rd – Sunrise Blvd to Rancho Cordova Parkway	Widen to four lanes
3	Sunrise Blvd – Douglas Rd to Chrysanthy Blvd	Widen to four lanes
4	Sunrise Blvd at Chrysanthy Blvd	Install signal
5	Sunrise Blvd at Kiefer Blvd	Install interim signal
6	Sunrise Blvd at Monier Cir	Install signal

The assessment of the 2,500 DUE threshold was largely based on the improvements recommended in Table 1 as most of these improvements are already under construction or were proposed to be constructed with the development of the aforementioned properties that collectively exceed the 2,500 DUE threshold, but do not exceed the 5,225 DUE threshold.

Table 2 compares the 2,500 DUE phasing recommendation against the original 2,000 dwelling unit (DU) conditions of approval. Figure 4 shows a map of the proposed improvements and the conditioned improvements. Figure 5 presents the expected congestion levels when the transportation improvements recommended above have been completed.

- Projects 1, 2, 4, 5 and 9 (from Table 2) are either completed or currently under construction.

- Project 3 from Rancho Cordova Parkway to Americanos Boulevard is planned to be constructed as a 5-lane facility. 404 permits are required for different segments of Project 3. However, current traffic counts east of Anatolia I on Douglas Road are at approximately 2,800 a day. The existing zoning condition requires that this road be widened to 4-lanes once traffic volumes reached 90% capacity of a 2-lane road, which was shown as being 16,200 vehicle per day (90%).

There are therefore approximately 13,400 vehicle trips per day of roadway capacity that are currently not utilized. Assuming conservatively that each new dwelling unit generated 10 trips a day and all such trips traveled on Douglas Road, an additional 1,300 dwelling units could be built before this segment of the road were under construction without exceeding the originally intended traffic thresholds.

- Projects 6 and 7 have been designed but are awaiting the perfection of the 404 permit for the adjacent Montelena project, which has already been issued, and the issuance of a 404 permit for Cresleigh's Lot J. Figure 2 shows that the Circulation Element/Plan calls for Rancho Cordova Parkway to be 6 lanes between Douglas Road and Chrysanthy Boulevard. Since many of the 2,500+ DUEs will be constructed in the vicinity, it is recommended that Rancho Cordova Parkway be widened to four lanes and a signal installed at Rancho Cordova Parkway and Douglas Road with the development collectively proposed to exceed the 2,500 DUE threshold. These roadway facilities are not needed for regional circulation, but for local traffic circulation and access. Therefore, Projects 6 and 7 are not needed for Sunridge Park and North Douglas to develop, but would be needed for Lot J if there were not sufficient roadway access and capacity through the adjacent Sunridge Park. Similarly, Anatolia IV might be able to receive adequate access and circulation through the extension of Chrysanthy Blvd and/or from the construction of Rancho Cordova Parkway south of Chrysanthy Blvd.

- Project 8 is planned to be replaced by the construction of the permanent signal in its place. This permanent signal, along with Kiefer Boulevard from Sunrise Boulevard to Rancho Cordova Parkway has been designed and is ready to be constructed as a part of the Anatolia III Major Road Improvement Plans. Commencement of construction is awaiting the issuance of an amendment to an existing 404 permit to allow construction of the road. This segment of Kiefer Road is only needed to provide local access and circulation for Anatolia III. However, Anatolia III cannot develop until the aforementioned 404 permit amendment is obtained. Therefore, as projects on Douglas Road including Lot J, Sunridge Park and North Douglas do not require this road for adequate access and circulation, the fact that it is not under construction should not be a technical constraint to development of lots along Douglas Road. Anatolia III does require the construction of Kiefer Road for access, so the City should prevent occupancies in Anatolia III until Kiefer Road and the signal at Kiefer and Sunrise is complete.

Figure 5 reveals that the recommended transportation improvements decrease congestion on Sunrise Boulevard south of Trade Center Drive. Additionally, local roads are experiencing acceptable levels of congestion, but U.S. 50 and the crossings of the American River remain congested.

TABLE 2
TRANSPORTATION PHASING IMPROVEMENTS VS. CONDITIONS OF APPROVAL IN SUNRIDGE SPECIFIC PLAN AREA

Project	Location	Improvement	2,500 DUE Phasing Recommendation	2,000 DU Condition of Approval
1	Sunrise Blvd – Sunrise Park Dr to Douglas Rd	Widen to six lanes	●	●
2	Douglas Rd – Sunrise Blvd to Rancho Cordova Pkwy	Widen to four lanes	●	●
3	Douglas Rd – Rancho Cordova Pkwy to Americanos Blvd	Widen to four lanes	●	●
4	Sunrise Blvd – Douglas Rd to Chrysanthy Blvd	Widen to four lanes	●	●
5	Sunrise Blvd at Chrysanthy Blvd	Install signal	●	●
6	Rancho Cordova Pkwy – Douglas Rd to Chrysanthy Blvd	Reconstruct two through lanes plus adjacent frontage lanes with adjacent fronting property	●	◐
7	Douglas Rd at Rancho Cordova Pkwy	Install signal	●	◐
8	Sunrise Blvd at Kiefer Blvd	Install interim signal	●	●
9	Sunrise Blvd at Monier Cir	Install signal	●	●

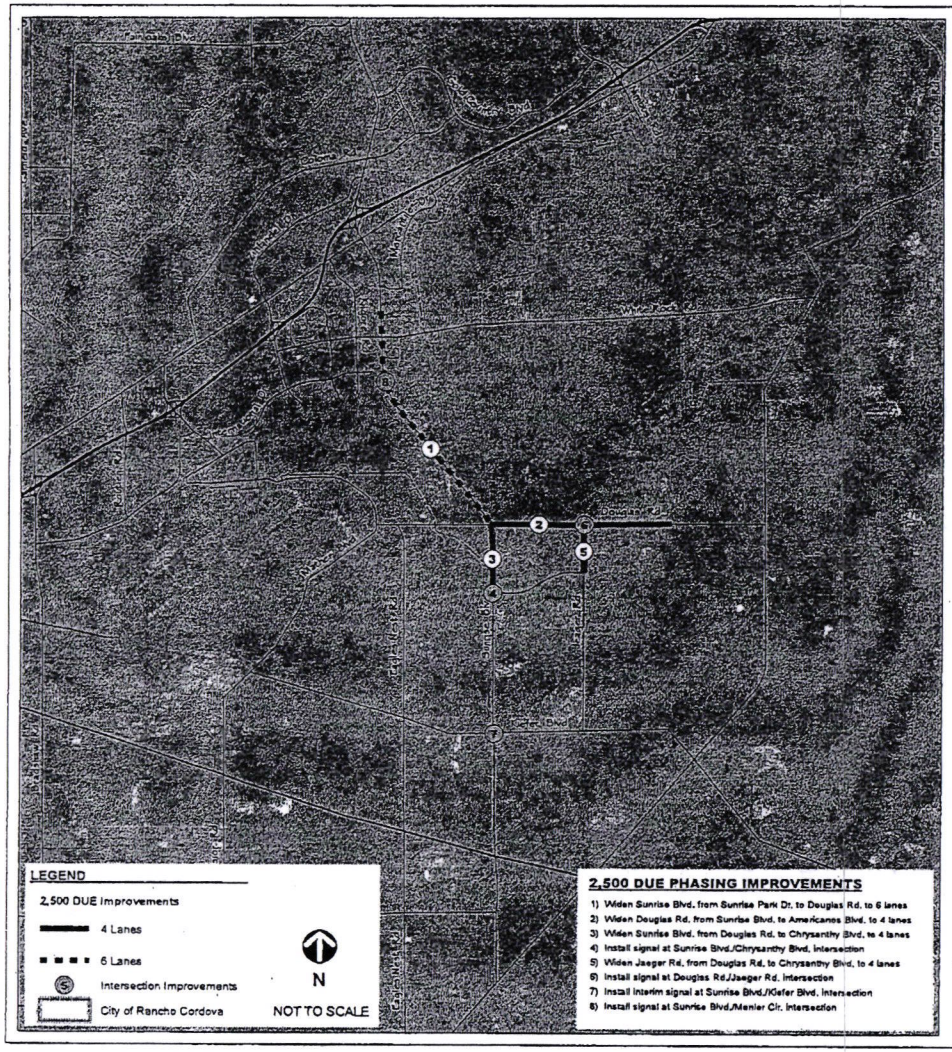
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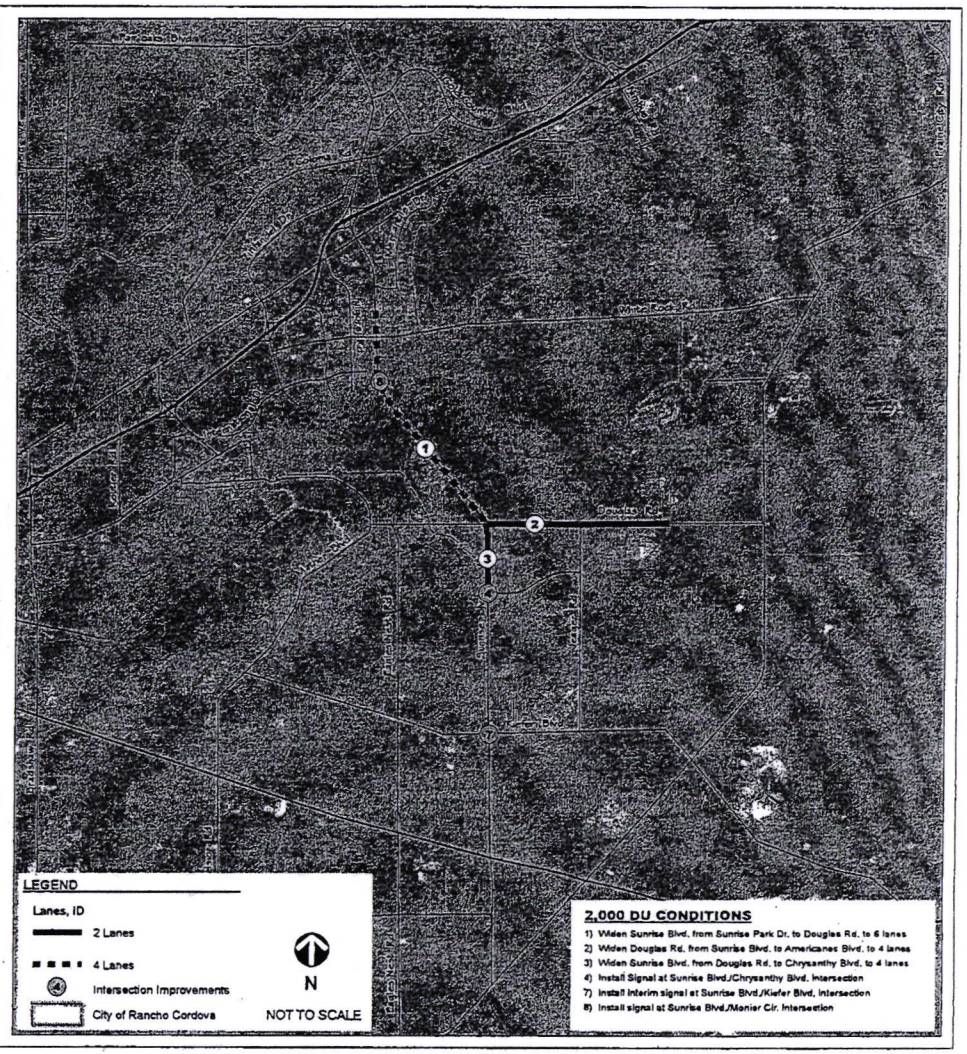
○ Project recommended in earlier DU/DUE threshold

◐ Project recommended at higher DUE/DU threshold

◔ Scaled back version of similar project

● Recommended / conditioned project





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2,500 DUE PHASING IMPROVEMENTS vs.
2,000 DU CONDITIONED IMPROVEMENTS

FIGURE 4

2,500 JE

Roadway Congestion

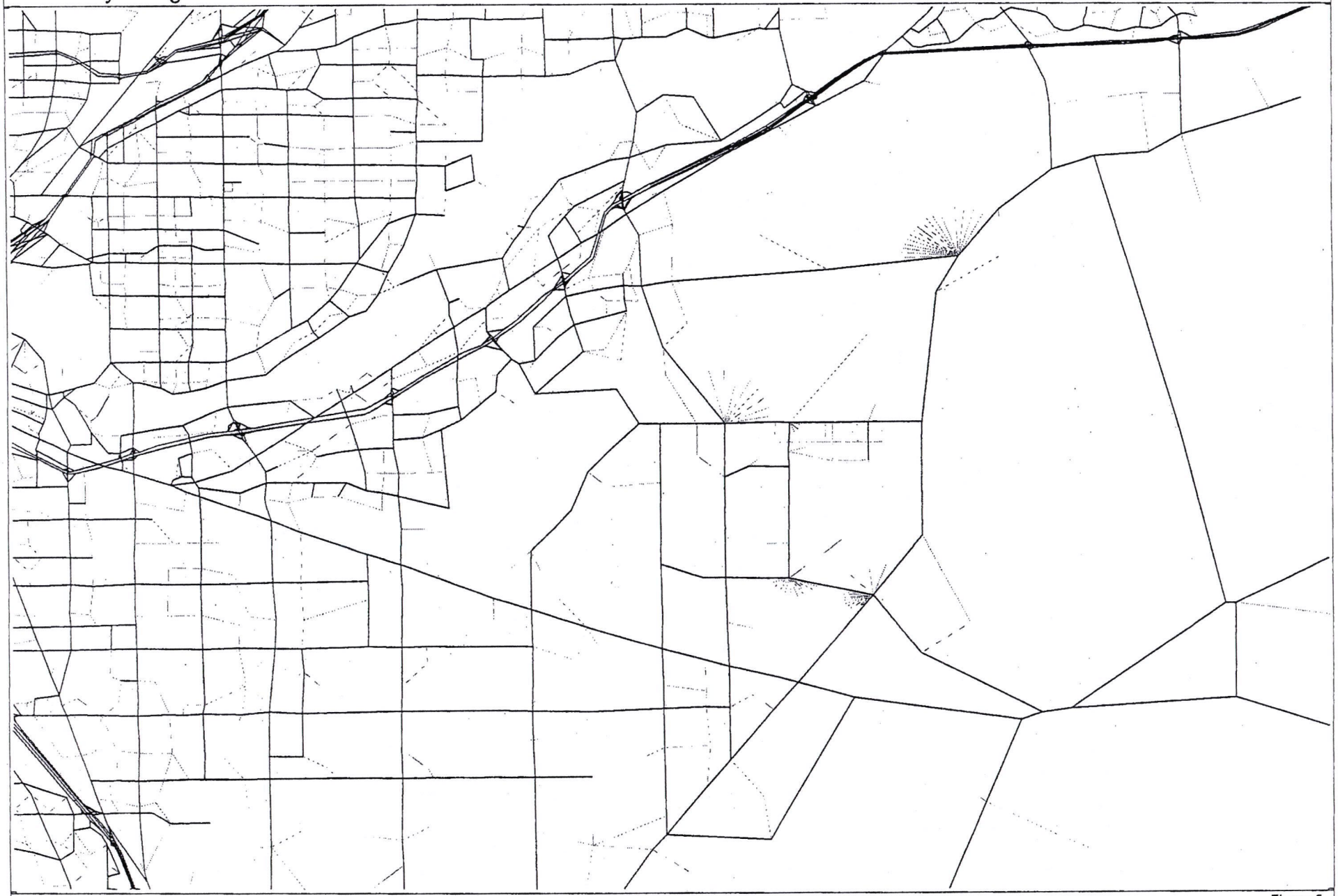


Figure 5

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5,225 DUE Threshold

The 5,225 DUE threshold includes development that has been approved and is under construction within the Sunridge Specific Plan area (2,500 DUE) and development that is waiting for approval of final subdivision maps.

5,225 DUE Phasing Improvements

Similar to the method used to evaluate the 2,500 DUE threshold, the evaluation of the 5,225 DUE threshold was partially based on the transportation improvements conditioned to be in place by the time the 5,225th DUE is built. The original Sunridge Specific Plan had an intermediate threshold of 3,025 dwelling units and the conditioned improvements are listed in Table 3.

TABLE 3
CONDITIONS OF APPROVAL – 3,025 DWELLING UNITS IN SUNRIDGE

Project	Location	Improvement
1	Zinfandel Dr – Terminus to Douglas Rd	Build two lane road, install signal at Douglas Rd intersection
2	Zinfandel Dr at International Dr	Signal/Intersection improvements
3	Chrysanthy Blvd – Sunrise Blvd to Rancho Cordova Pkwy	Construct four lane road
4	Chrysanthy Blvd at Rancho Cordova Pkwy	Install signal
5	Douglas Rd at Rancho Cordova Pkwy	Install signal
6	Sunrise Blvd – Chrysanthy Rd to Kiefer Blvd	Widen to four lanes
7	Sunrise Blvd – Kiefer Rd Blvd to SR 16	Widen to four lanes
8	Sunrise Blvd at SR 16	Signal/Intersection improvements
9	Grant Line Rd at White Rock Rd	Install signal
10	Grant Line Rd at SR 16	Signal/Intersection improvements
11	SR 16 – Sunrise Blvd to Grant Line Rd	Widen to four lanes
12	Sunrise Blvd at Kiefer Blvd	Signal/Intersection improvements
13	Sunrise Blvd at Grant Line Rd	Signal/Intersection improvements
14	Rancho Cordova Pkwy – Douglas Rd to Chrysanthy Blvd	Widen to four lanes
15	SR 16 at Bradshaw Rd	Signal/Intersection improvements
16	SR 16 at Excelsior Rd	Signal/Intersection improvements
17	SR 16 at Eagles Nest Rd	Signal/Intersection improvements

A "cold start" of the TDF model was conducted under the 5,225 DUE development threshold. The cold start is a process of separating out trips generated by the 5,225 DUE development threshold to determine how those trips are distributed to the transportation system. This process aids in identifying specific improvements that will serve traffic associated with the identified development threshold. The cold start distribution is presented on Figure 6.

The cold start results reflect that sufficient levels of traffic are distributed to the business centers of Rancho Cordova (Zinfandel Drive/White Rock Road area) and the Zinfandel Drive/Mather Field Road interchanges with U.S. 50 from White Rock Road. Sufficient levels of traffic are also distributed across

the American River, on Grant Line Road toward the City of Folsom and El Dorado Hills, and on segments of Sunrise Boulevard near the project site.

Most of the projects identified in Table 3 accommodate projected traffic shown in Figure 6; however, some adjustments are necessary.

- Project 1 is necessary to facilitate traffic from the Sunridge Specific Plan to Mather Field Road to access job centers in Rancho Cordova, or to access US 50 towards Sacramento. The proposed Zinfandel Extension would accommodate these trips in a manner consistent with the Circulation Element/Plan, but the initial analysis revealed that a two lane road would be unacceptably congested. To better handle the expected traffic, the Zinfandel Drive Extension should be built as a four-lane facility and Douglas Road should also be widened to four lanes between Zinfandel Drive and Sunrise Boulevard.

- Projects 3, 4, 5, 6, 7, 12, and 14 are viewed as internal/frontage projects that are required for project circulation while fulfilling aspects of the Circulation Element/Plan.

- Projects 8, 9, and 10 improve intersections on Grant Line Road and Sunrise Boulevard to the south and east of the Sunridge Specific Plan area. These intersections currently experience peak hour congestion and with the growth of housing in the Sunridge Specific Plan area, improvements will be necessary. While project 11 (widening SR 16 between Grant Line Road and Sunrise Boulevard) is not necessary from a capacity standpoint, it makes sense to consolidate this improvement with projects 8 and 10 given the lengthy Caltrans design and approval process and the somewhat minimal distance between the two intersections. Additionally, there is a mitigation measure requiring that SR 16 be widened between Bradshaw Road and Grant Line Road by buildout of the Sunridge Specific Plan area – project 11 will help fulfill that requirement.

- Projects 2, 13, 15, 16, and 17 are not necessary as they have already been completed or are not warranted at this time, based on the trip distribution shown in Figure 6.

- The cold start results also show that Douglas Road, Grant Line Road, and White Rock Road carry between six to nine percent of all project trips. It is recommended that Grant Line Road and White Rock Road between Douglas Road and Prairie City Road be improved to add turn lanes, widen shoulders, and realign sharp turns to allow these roads to better accommodate traffic between the Sunridge Specific Plan area and Folsom. It is recommended that Douglas Road be widened to four lanes between Americanos Boulevard and Grant Line Road as shown in the Circulation Element/Plan.

Based on expected project trip distribution, the highest priority improvement project that is not currently under construction is the extension of Zinfandel Drive to Douglas Road (and improvements to Douglas Road between Zinfandel Drive and Sunrise Boulevard). The analysis also indicates that this improvement will postpone the need for extending International Drive to Sunrise Boulevard until development occurs north of Douglas Road.

Table 4 compares the phasing improvements to the conditions of approval for 3,025 dwelling units, Figure 7 compares the improvements graphically, and Figure 8 shows the 5,225 DUE congestion map.

The congestion map for the 5,225 DUE threshold looks similar to the congestion map for the 2,500 DUE threshold. The proposed local roadway system improvements add sufficient capacity to keep the roads around the project site uncongested, however, major regional facilities continue to experience congestion. The congestion map does show that Zinfandel Drive between US 50 and White Rock Road becomes congested under the 5,225 DUE threshold, but this result is misleading since the congestion map is based on daily trips and the project trips would be going opposite of the existing dominant flow in the peak hours.

TABLE 4
TRANSPORTATION PHASING IMPROVEMENTS VS. CONDITIONS OF APPROVAL IN SUNRIDGE SPECIFIC PLAN AREA

Project	Location	Improvement	5,225 DUE Phasing Recommendation	3,025 DU Condition of Approval
1*	Zinfandel Dr – Terminus to Douglas Rd	Build four-lane road, install signal at Douglas Rd intersection	●	◔
2	Douglas Rd – Zinfandel Dr-Eagles Nest Rd to Sunrise Blvd	Widen to four lanes	●	
3	Zinfandel Dr at International Dr	Signal/Intersection improvements	●	●
4	Chrysanthy Blvd – Sunrise Blvd to Jaeger Rd	Construct four lane road	●	●
5	Chrysanthy Blvd at Jaeger Rd	Install signal	●	●
6	Sunrise Blvd – Chrysanthy Blvd to Kiefer Blvd	Widen to four lanes	●	●
7	Sunrise Blvd – Kiefer Blvd to SR 16	Widen to four lanes	●	●
8	Sunrise Blvd at SR 16	Signal/Intersection improvements	●	●
9	Douglas Rd – Americanos Blvd to Grant Line Rd	Widen to four lanes	●	
10	Grant Line Rd/White Rock Rd – Douglas Rd to Prairie City Rd	Realign road, widen shoulders, add turn pockets	●	
11	Grant Line Rd at White Rock Rd	Install signal	●	●
12	Grant Line Rd at SR 16	Signal/Intersection improvements	●	●
13	SR 16 – Sunrise Blvd to Grant Line Rd	Widen to four lanes	●	●
14	Sunrise Blvd at Kiefer Blvd	Signal/Intersection improvements	●	●
15	Sunrise Blvd at Grant Line Rd	Signal/Intersection improvements	●	●
16	Rancho Cordova Pkwy – Douglas Rd to Chrysanthy Blvd	Widen to four lanes	○	●
17	SR 16 at Bradshaw Rd	Signal/Intersection improvements	◐	●
18	SR 16 at Excelsior Rd	Signal/Intersection improvements	◐	●
19	SR 16 at Eagles Nest Rd	Signal/Intersection improvements	◐	●

Notes:

* The 3,025 DU conditions of approval require that Zinfandel be widened to two lanes from the current terminus to Douglas Rd.

○ Project recommended in earlier DU/DUE threshold

◐ Project recommended at higher DUE/DU threshold

◔ Scaled back version of similar project

● Recommended / conditioned project

5,200 /E

Cold Start Trip Distribution

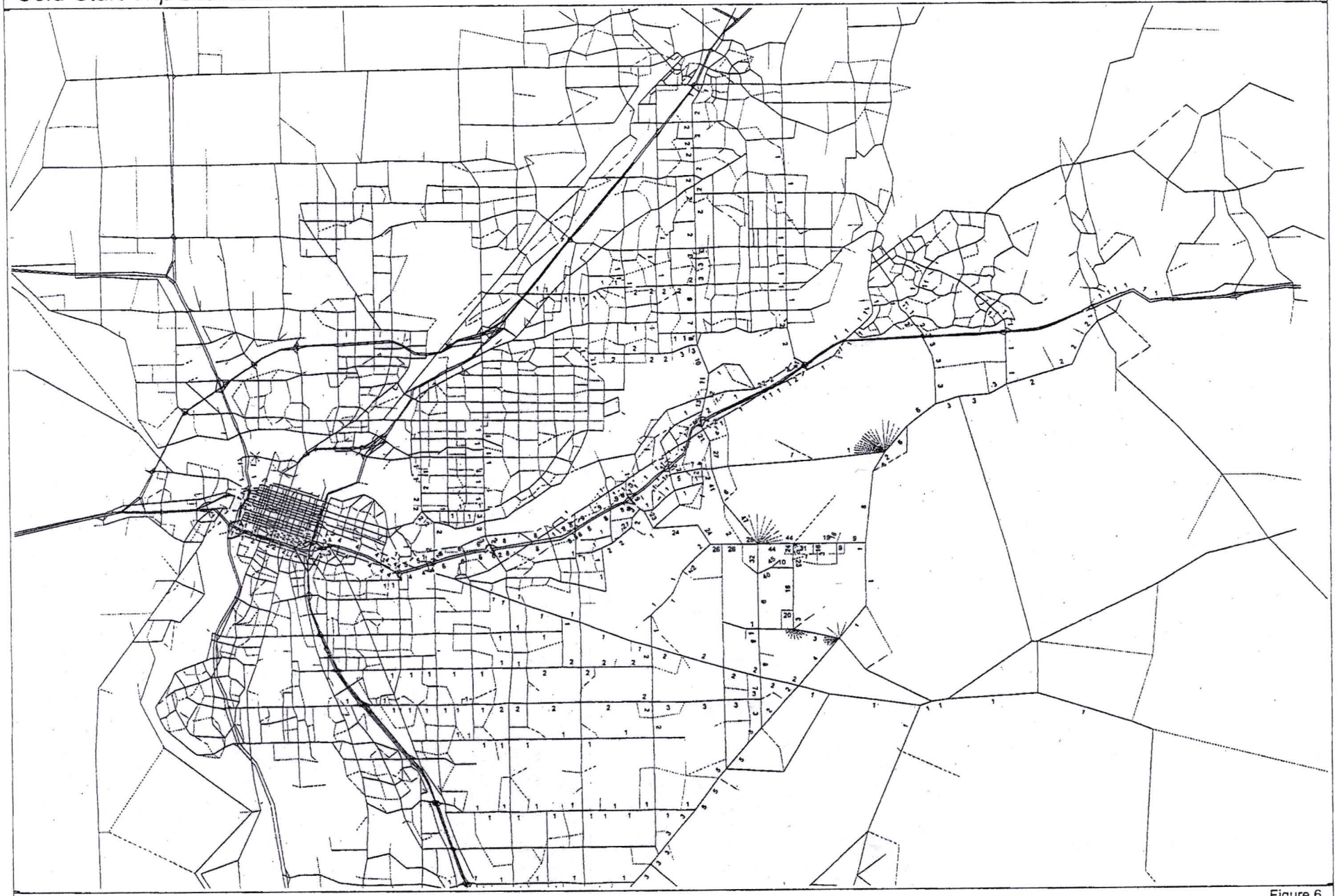
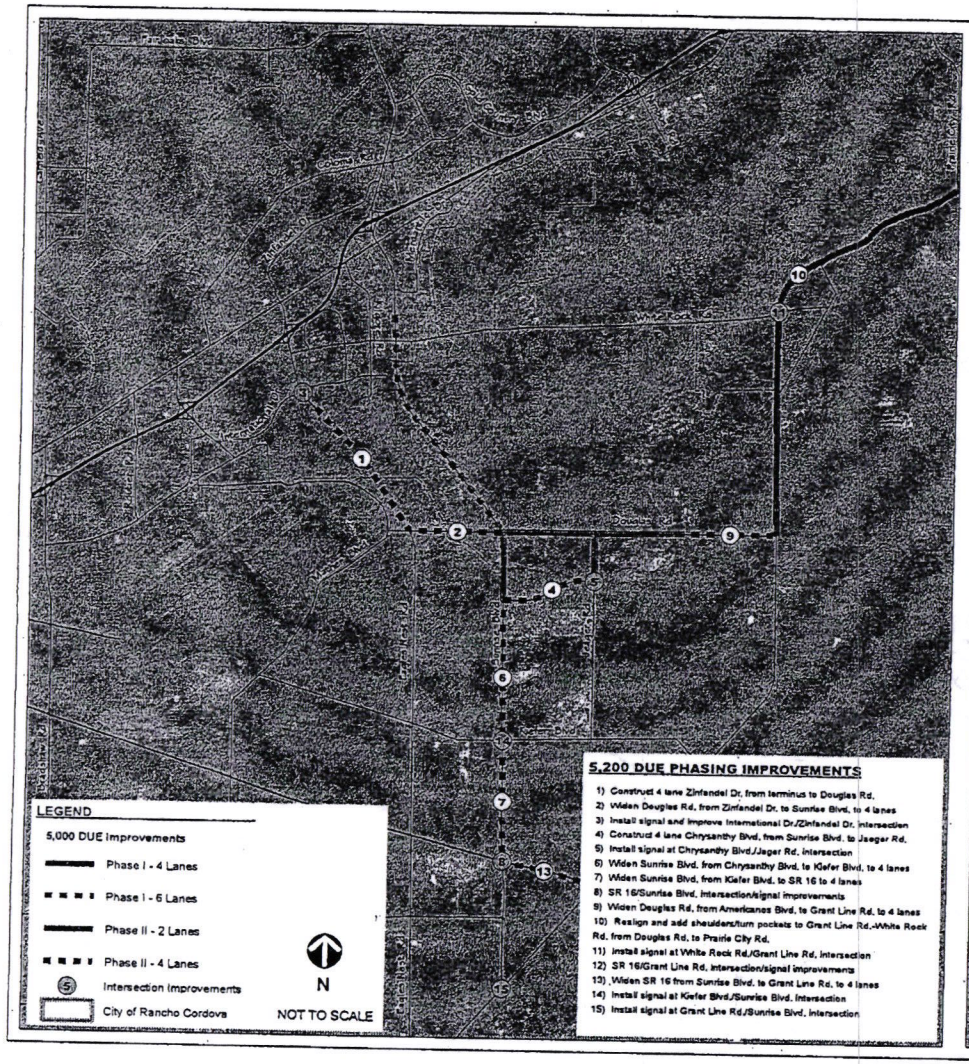
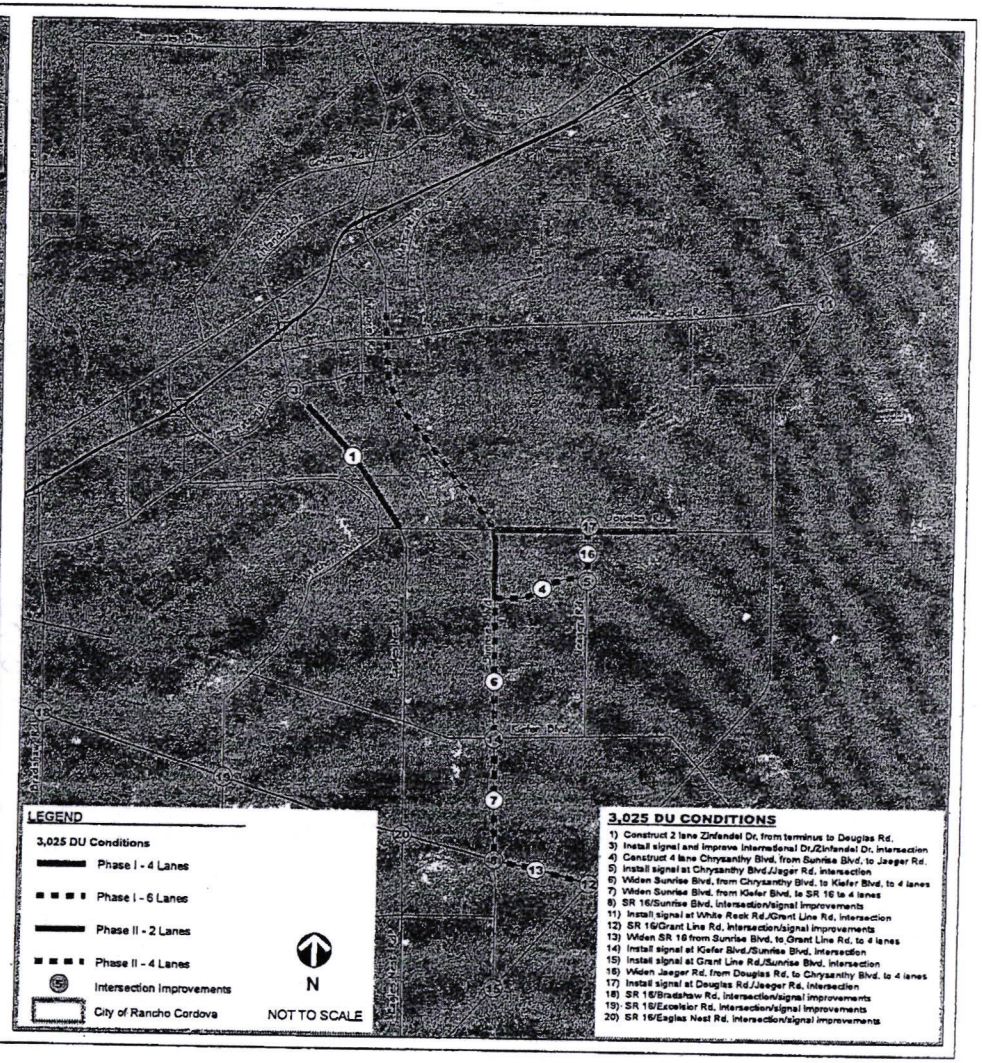


Figure 6

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5,200 DUE PHASING IMPROVEMENTS vs. 3,025 DU CONDITIONED IMPROVEMENTS

FIGURE 7

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Roadway Congestion



Figure 8

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4. RECOMMENDED PHASING PLAN

A phasing of transportation infrastructure improvements has been developed for the 2,500 DUE and 5,225 DUE development thresholds. The plan includes the priority of improvements associated each of the development threshold and the results are presented in Table 5. The improvements defined within each threshold should be in-place or under construction by the completion of the number of equivalent dwelling units for each threshold.

TABLE 5
RECOMMENDED TRANSPORTATION INFRASTRUCTURE PHASING PLAN

Threshold	Priority	Roadway	Segment	Improvement
2,500	1	Sunrise Blvd	Sunrise Park Dr to Douglas Rd	Widen to six lanes
	2	Douglas Rd	Sunrise Blvd to Americanos Blvd	Widen to four lanes
	3	Sunrise Blvd	Douglas Rd to Chrysanthy Blvd	Widen to four lanes
	4	Sunrise Blvd	Chrysanthy Blvd Intersection	Install signal
	5	Rancho Cordova Pkwy	Douglas Rd to Chrysanthy Blvd	Reconstruct two through lanes plus adjacent frontage lanes with adjacent fronting property
	6	Douglas Rd	Rancho Cordova Pkwy Intersection	Install signal
	7	Sunrise Blvd	Kiefer Blvd Intersection	Install interim signal
	8	Sunrise Blvd	Monier Cir Intersection	Install signal
5,225	1	Zinfandel Dr	Terminus to Douglas Rd	Build four-lane road, install signal at Douglas Rd intersection
	2	Douglas Rd	Zinfandel Dr-Eagles Nest Rd to Sunrise Blvd	Widen to four lanes
	3	Zinfandel Dr	International Dr Intersection	Signal/Intersection improvements
	4	Chrysanthy Blvd	Sunrise Blvd to Rancho Cordova Pkwy	Construct four lane road
	5	Chrysanthy Blvd	Rancho Cordova Pkwy Intersection	Install signal
	6	Sunrise Blvd	Chrysanthy Blvd to Kiefer Blvd	Widen to four lanes
	7	Sunrise Blvd	Kiefer Blvd to SR 16	Widen to four lanes
	8	Sunrise Blvd	SR 16 Intersection	Signal/Intersection improvements
	9	Douglas Rd	Americanos Blvd to Grant Line Rd	Widen to four lanes
	10	Grant Line Rd/White Rock Rd	Douglas Rd to Prairie City Rd	Realign road, widen shoulders, add turn pockets
	11	Grant Line Rd	White Rock Rd Intersection	Install signal
	12	Grant Line Rd	SR 16 Intersection	Signal/Intersection improvements
	13	SR 16	Sunrise Blvd to Grant Line Rd	Widen to four lanes
	14	Sunrise Blvd	Kiefer Blvd Intersection	Signal/Intersection improvements
	15	Sunrise Blvd	Grant Line Rd Intersection	Signal/Intersection improvements

Note: All identified transportation mitigation measures need to be completed by the buildout of the Sunridge Specific Plan area.

As stated in the Introduction the infrastructure phasing plan is not meant to alleviate the City or developers' responsibilities as defined in their CEQA documentation, but rather to find and prioritize potential transportation improvements. The mitigation measures stipulated in the original CEQA document must still be completed by build-out of the Sunridge Specific Plan area, irrespective of the findings of this report.

Table 5 identifies a list of projects that this Phasing Study recommends be completed, prior to the occupancy of all of the dwelling units allowed by the 2,500 DUE threshold. As long as all of the 2,500 DUE threshold projects are completed prior to reaching the 5,225 DUE threshold, the intent of the original phasing conditions will have been met. The proposed changes in transportation infrastructure phasing will not result in any new significant traffic impacts or any substantial increase in the severity of a previously identified traffic impact.

Rather than have all of the 2,500 DUE threshold projects completed just prior to the occupancy of the final dwelling unit prior to reaching the next threshold, as is allowed under the phasing requirements of Table 5, the City and the developers who seek to construct the improvements required by the 2,500 DUE threshold projects have proposed tying the issuance of building permits to the commencement of construction of the required improvement projects. Table 6 indicates the timing of the required improvement projects as related to the issuance of building permits. While all improvements are required to be under construction prior to the issuance of building permits for all of the 2,500 DUE threshold dwelling units, with all improvements projected to be completed before all occupancies are achieved, Table 6 requires that some of these improvement projects be commenced before more than 50% of the building permits are issued for a development project dependent upon the subject improvement project, thereby causing some improvement projects to be completed much sooner than would be required under the Table 5 phasing method. Conversely, certain development projects that are not directly dependent upon the construction of a particular improvement project for access and/or traffic circulation are not having their building permits unnecessarily constrained.

Therefore, compliance with Table 6 is expected to accelerate the construction of the 2,500 DUE threshold improvements over that which would be required by Table 5, while allowing for the orderly development of projects.

As previously stated in the Introduction, any phasing plan should be updated regularly to ensure that it reflects changes in the assumed land uses, changes in building absorption rates (i.e. faster build-out), changes in preferred priority infrastructure projects (due to deliverability and policy matters), and changes in the location of development. As such, the recommended transportation infrastructure phasing plan for the 5,225 DUE threshold is just one possible phasing plan and other plans could be developed as circumstances change.

TABLE 6
ACCEPTABLE BUILDING PERMIT LINKED TRANSPORTATION INFRASTRUCTURE PHASING PLAN

Project	Location	Improvement	Anthology at Anatolia & Sundance	Anatolia III (Villages 9, 11 & 23)	Anatolia IV	LOT J	Sunridge Park Phases I and II	North Douglas
1	Sunrise Blvd - Sunrise Park Dr to Douglas Road	Widen to six lanes	0%	0%	0%	0%	0%	0%
2	Douglas Rd - Sunrise Blvd to Rancho Cordova Pkwy	Widen to four lanes			50%	50%	50%	50%
3	Douglas Rd - Rancho Cordova Pkwy to Americanos Blvd	Widen to four lanes					50%	50%
4	Sunrise Blvd - Douglas Rd to Chrysanthy Blvd	Widen to four lanes	50%	0%	0%	0%	0%	0%
5	Sunrise Blvd at Chrysanthy Blvd	Install signal	50%	0%	0%	0%	0%	0%
6	Rancho Cordova Pkwy - Douglas Rd to Chrysanthy Blvd	Reconstruct two through lanes plus adjacent frontage lane prior to development of adjacent fronting property.			0%	50%		
7	Douglas Rd at Rancho Cordova Pkwy	Install signal			50%	50%	50%	50%
8	Sunrise Blvd at Kiefer Blvd	Install interim signal		50%				
9	Sunrise Blvd at Monier Circle	Install signal	0%	0%	0%	0%	0%	0%

Notes:
0% = Must be under contract for construction with all discretionary permits obtained prior to issuance of first production building permit.
50% = Must be under contract for construction with all discretionary permits obtained prior to more than 50% of production building permits being issued.
All identified transportation mitigation measures need to be completed by the buildout of the Sunridge Specific Plan area.

Addendum to the FEIR for the SunRidge Specific Plan is provided to Council as a separate attachment and available to the public upon request (contact Planning Department)

MEMORANDUM

DATE: April 3, 2006

TO: Honorable Mayor and City Council

FROM: William Campbell, Principal Planner

SUBJECT: SUPPLEMENTAL REPORT- SUNRIDGE SPECIFIC PLAN TRAFFIC THRESHOLDS AMENDMENT

OWNERS:	Engineers:
Lennar Communities, Sunridge LLC, Cresleigh Homes, Regis Homes, Cambridge Homes, Beazer Homes Holdings Corporation, Pleasant Valley Investments, LC, Rancho 80, LLC, Sunridge Investors, LLC, Sunridge Park Limited Partnership, Woodside Sunridge, Inc. and U.S. Homes/KB North Douglas	Wood Rodgers Morton Pitalo Murray Smith

STAFF RECOMMENDATION

Staff recommends the City Council review the supplemental information, as presented and proceed with the recommended approvals.

ANALYSIS

On March 30, 2006, the Planning Commission held a special meeting to consider the items now before the Council as Agenda Item #12. The Planning Commission voted unanimously to recommend the Council's approval of Ordinances 13-2006, 14-2006 and 15-2006 and Resolutions 31-2006 and 32-2006, as submitted.

Subsequent to the preparation of the agenda package, some revisions to the agenda materials have been made and some additional materials have been prepared. These additional materials were considered by the Planning Commission at the March 30, 2006, special meeting. The revisions and new materials are as follows:

New Materials

1. Two of the existing DA amendments in the agenda packet are being split into seven separate DA amendments. The two original DAs are being assigned to other developers. Since the assignments will be taking place prior to the effective date of the DA amendments and Ordinance 15-2006, it is necessary to prepare DA amendments with all of the assignees. The new DA amendments are as follows:

a. DA amendment with Woodside Sunridge, Inc. relative to Sunridge Park will now be four separate DA amendments as follows:

Agenda Item #12
Supplemental Staff Report

- DA amendment with Woodside Vistas Inc. relative to Villages 7, 8A and 8B of Sunridge Park
- DA amendment with Woodside Mariposa, Inc. relative to Villages 4A and 4B of Sunridge Park
- DA amendment with Woodside Eclipse, Inc. relative to Villages 6 of Sunridge Park
- DA amendment with Woodside Bella Brisas, Inc. relative to Villages 1A and 11A of Sunridge Park

b. DA amendment with Sunridge Park, LLC relative to Sunridge Park – Phase II will now be three separate DA amendments as follows:

- DA amendment with Beazer Homes Holding Corp. relative to Villages 9B and 10B of Sunridge Park –Phase II
- DA amendment with Pleasant Valley Investments LC, relative to Villages 1B, 4C, 4D, 8C and 11B of Sunridge Park – Phase II
- DA amendment with Sunridge Park Limited Partnership relative to Villages 2B, 5C, and 5D of Sunridge Park – Phase II

2. DA Amendment with Centex Homes for Village 23 of Anatolia III.

3. Revised Draft of Ordinance 15-2006. The revised draft is necessary in order to reflect the additional DA amendments described above.

Revisions

1. Amendment of Ordinance 13-2006; Ordinance 14-2006; and Resolution 31-2006 relating to traffic phasing requirements for the Anthology at Anatolia and Sundance development projects.

Section 2 of Ordinance 13-2006, addressing Subsection 45(b); Section 2 of Ordinance 13-2006, addressing Condition 9b; and Section 7 of Resolution 31-2006, addressing Mitigation Measure 34f, all provide in part that:

> "... no more than 50% of the building permits for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement project (4) and (5), below. The issuance of building permits for the Anthology at Anatolia and Sundance portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (2), (3), (6), (7) and (8), below. "

This condition is being amended to delete improvement project (5) from the 50% requirement. Project (5) will now be included with Projects (2), (3), (6), (7) and (8) as projects the construction of which will not be required as conditions on the issuance of building permits.

The provision shall now read as follows:

> "...no more than 50% of the building permits for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement project (4), below. The issuance of building permits for the Anthology at Anatolia and Sundance portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (2), (3), (5), (6), (7) and (8), below. "

This change reflects a change in Table 6 of the Fehr and Peers Traffic Study. The revised Table 6 is set forth in Attachment 3.

2. Miscellaneous edits:

a. Amendment of Section1 for all DA amendments relating to the definition of "Additional Project Approvals." Section 1 of all of the DA amendments contains one subsection identifying what constitutes the "Additional Project Approvals." The list set forth in this subsection needs to be amended to include "the Mitigation Monitoring Reporting Program" as an additional project approval.

b. DA Amendment with U.S. HOME/KB North Douglas, LLC. The following change needs to be made:

- Second Page, Section 2, third line, the correct residential lot number is 666, not 680

ATTACHMENTS

1. Ordinance 15-2006, w/o exhibits.
2. DA amendments for the following:

   i. DA amendment with Woodside Vistas Inc.
   ii. DA amendment with Woodside Mariposa, Inc.
   iii. DA amendment with Woodside Eclipse, Inc.
   iv. DA amendment with Woodside Bella Brisas, Inc.
   v. DA amendment with Beazer Homes Holding Corp.
   vi. DA amendment with Pleasant Valley Investments LC
   vii. DA amendment with Sunridge Park Limited Partnership
   viii. DA amendment with Centex Homes

3. Revised Table 6 of Rancho Cordova Transportation Infrastructure Phasing Study

CITY OF RANCHO CORDOVA

ORDINANCE NO. 15-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE I, CHAPTER 1, ARTICLE 4, SECTIONS 101-801, 101-803, 101-804, 101-805, 101-806, 101-810 AND 101-812, REGARDING DEVELOPMENT AGREEMENTS FOR THE ANATOLIA III; SUNRIDGE PARK I & II; AND NORTH DOUGLAS DEVELOPMENT PROJECTS

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 City has previously approved development agreements for the Anatolia III, Sunridge Park I & II and North Douglas development projects, which are all located within the SunRidge Specific Plan Area ("SRSP Area").

C. Since the approval of the development agreements, the City has approved amendments of zoning conditions and mitigation requirements that change traffic phasing requirements applicable to all developments in the SRSP Area.

D. The City and various developers within the SRSP Area have discussed the changed traffic phasing requirements and have negotiated certain conditions that will allow some developers within the SRSP Area to move forward with the construction of model homes and foundations. In return, some developers have agreed to pay the City additional development fees per residential unit to be used for traffic and park improvements.

E. Development Agreement Amendments between the City of Rancho Cordova and: Sunridge LLC; Rancho 80 LLC; Sunridge Park Limited Partnership; Beazer Homes Holding Corp.; U.S. Home/KB North Douglas LLC; Woodside Vistas Inc.; Woodside Mariposa, Inc.; Woodside Eclipse, Inc.; Woodside Bella Brisas, Inc.; Centex Homes; and Pleasant Valley Investments

LC, have been presented to the City Council, copies of which are attached hereto as Attachments 1-13.

F. On March 30, 2006, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement Amendments.

G. On April 3, 2006, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

H. 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.

I. Pursuant to the California Environmental Quality Act, the City has previously performed Initial Studies and issued Mitigated Negative Declarations for the Anatolia III, Sunridge Park I & II, and North Douglas Tentative Subdivision Maps, which concluded that: (a) the Anatolia III, Sunridge Park I & II, and North Douglas Projects will not have a significant impact on the environment due to the mitigation measures adopted by the City and for the following reasons: i) they 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) they will not result in considerable cumulative impacts on the environment; iii) they will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the projects have been reduced to a less than significant level; and (b) that the preparation of an environmental impact reports pursuant to the Environmental Quality Act were not required.

J. The City has prepared and approved an Addendum to the EIR, which addresses the changes in the traffic phasing requirements for the SRSP. On the basis of the Addendum to the EIR and the whole record, there is no substantial evidence the amendment of the traffic phasing requirements will have a significant adverse impact on the environment that was not previously identified and addressed by the EIR.

K. The changes to the traffic phasing requirements of the SRSP are consistent with the future adopted General Plan. There is little or no probability that the changes to the traffic phasing requirements will be detrimental to or interfere with the implementation of the future adopted General Plan and the changes are consistent with the goals and policies of the interim General Plan documents that have been adopted by the City Council.

Section 2: **Findings and Determinations**

Therefore, on the basis of the foregoing Recitals, which are incorporated herein, the City of Rancho Cordova's General Plan, the Sunridge Specific Plan, the County's EIR, the City's EIR Addendum, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement Amendments are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that: (a) the Sunridge Specific Plan traffic phasing requirements were reflected in certain Zoning Ordinances adopted by the County, which were found consistent with the County's General Plan and the Sunridge Specific Plan; (b) the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers, and dated March 23, 2006, has found that the revised phasing of roadway improvements implements the intent of the prior Sunridge Specific Plan Zoning Ordinances, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005; (c) the projects remain consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (d) the Development Agreement Amendments do not alter previous Development Agreement 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 Amendments do not alter the basis of previous findings in support of the original Development Agreements finding the projects compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located.

C. The Development Agreement Amendments are in conformity with public convenience, general welfare and good land use policies in that the Anatolia III, Sunridge Park I & II, and North Douglas Projects will continue to 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 Amendments will not be detrimental to the health, safety and general welfare in that the Anatolia III, Sunridge Park I & II, and North Douglas projects will continue to proceed in accordance with all the programs and policies of the Sunridge Specific Plan. The impacts of the developments on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement Amendments will not adversely affect the orderly development of property or the preservation of property values in that

the projects will be consistent with the General Plan and with the Sunridge Specific Plan.

F. The Development Agreements, as amended, are consistent with the provisions of Government Code Sections 65864 through 65869.5 in that they include all the substantive elements and have 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 Amendments (Attachments 1-13) and authorizes the City Manager to sign each after the effective date of the amendment in Section 4, below.

Section 4: **Amendment of the Zoning Code**

The following sections of Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans," are hereby amended to reflect the Development Agreement Amendments as follows:

a. Section 101-801. "Development agreement for Anatolia III" is amended to include the following:

- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Lennar Renaissance, Inc. Relative to Villages 9, 11 and 23 of Anatolia III.
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Centex Homes Relative to 23 of Anatolia III.

b. "101-803. Development Agreement between the City and Rancho 80, LLC, a California limited liability company" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Rancho 80, LLC Relative to Sunridge Park.

c. "101-804. Development Agreement between the City and Woodside Sunridge, Inc, a California Corporation" is amended to include the following:

- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Vistas Inc. relative to Villages 7, 8A and 8B of Sunridge Park
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Mariposa, Inc. relative to Villages 4A and 4B of Sunridge Park

- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Eclipse, Inc. relative to Villages 6 of Sunridge Park
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Bella Brisas, Inc. relative to Villages 1A and 11A of Sunridge Park

d. "101-805. Development Agreement between the City and Sunridge Park Limited Partnership, a California limited partnership" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Sunridge Park Limited Partnership Relative to Sunridge Park.

e. "101-806. Development Agreement between the City and Beazer Homes Holdings Corporation, a Delaware corporation" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Beazer Homes Holdings Corporation Relative to Sunridge Park

f. "101-810. Development Agreement for North Douglas" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and U.S. Home/KB North Douglas LLC Relative to North Douglas I and II.

g. "101-813. Development Agreement for Sunridge Park Phase II" is amended to include the following:

- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Beazer Homes Holding Corp. relative to Villages 9B and 10B of Sunridge Park –Phase II
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Pleasant Valley Investments LC, relative to Villages 1B, 4C, 4D, 8C and 11B of Sunridge Park – Phase II
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Sunridge Park Limited Partnership relative to Villages 2B, 5C, and 5D of Sunridge Park – Phase II

Section 5: **Recordation**

Within ten (10) days after the Development Agreement Amendments are executed by the City Manager, the City Clerk shall submit the Agreement Amendments to the County Recorder for recordation.

Section 6: **Effective Date and Publication of Ordinance Summary**

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

* * * * *

PASSED, APPROVED AND ADOPTED this 17th day of April, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE VISTAS, INC. RELATIVE TO VILLAGES 7, 8A AND 8B OF SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE VISTAS, INC., a California corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Woodside Sunridge, Inc., a Delaware corporation ("**Prior Owner**") entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described therein (the **"Overall Property"**).

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

F. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____ 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March __, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 215 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or

overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Six Hundred Forty-eight Thousand Eight Hundred Seventy Dollars ($648,870.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"**CITY**"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"**LANDOWNER**"

WOODSIDE VISTAS, INC.,
a California corporation

By:_____
Name: _____
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	Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE VISTAS, INC.

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 follows:

Being all of Lots 7, 10 and 11 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

See Exhibit "A-2" to accompany description, attached hereto and made a part hereof.

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

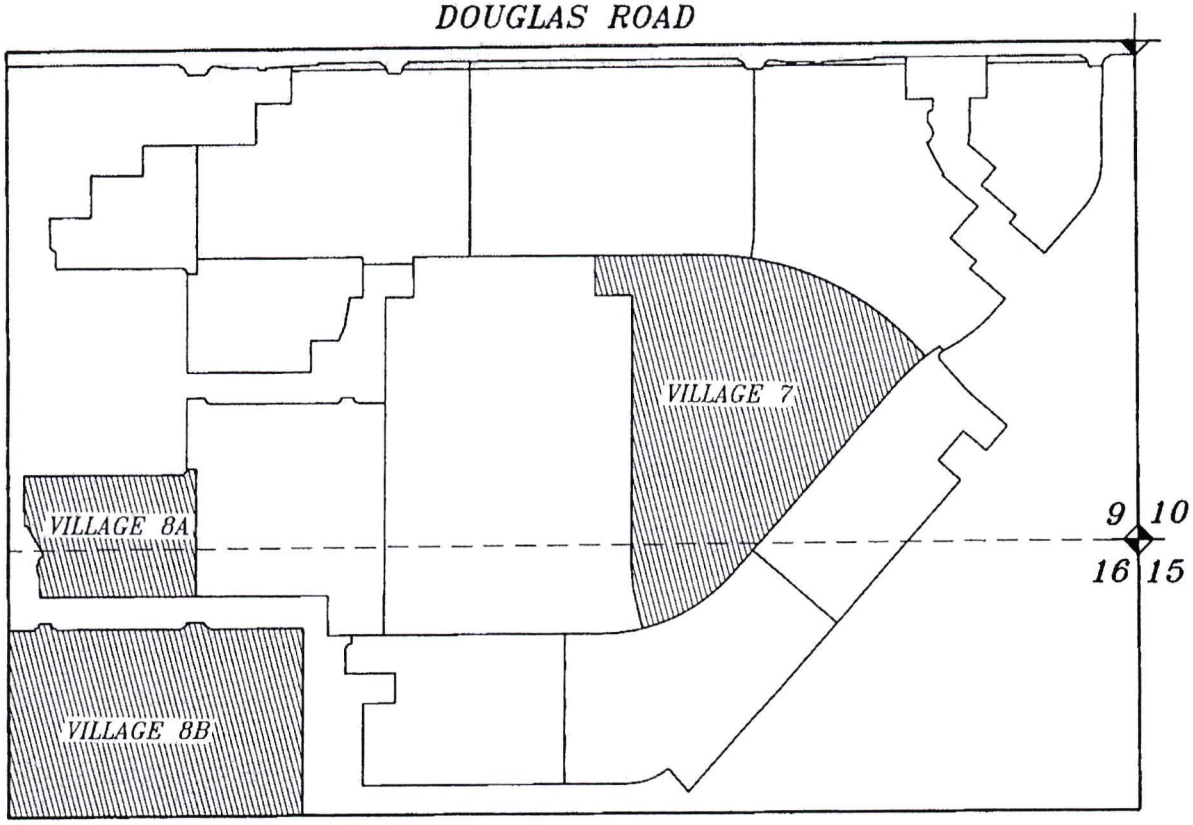
Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES NO. 7, 8A & 8B
WOODSIDE VISTAS, INC.
ALL OF LOTS 7, 10 & 11 OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE MARIPOSA, INC. RELATIVE TO VILLAGES 4A AND 4B OF SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE MARIPOSA, INC., a California corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Woodside Sunridge, Inc., a Delaware corporation ("**Prior Owner**") entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described therein (the **"Overall Property"**).

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

F. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____ 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 63 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or

overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of One Hundred Ninety Thousand One Hundred Thirty-four Dollars ($190,134.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"**CITY**"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"**LANDOWNER**"

WOODSIDE MARIPOSA, INC.,
a California corporation

By:_____
Name: _____
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	Plat Map to Accompany Legal Description of the Property

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE MARIPOSA, INC.

All that certain real property situate in Fractional Section 9, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 4 and 5 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

See Exhibit "A-2" to accompany description, attached hereto and made a part hereof.

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

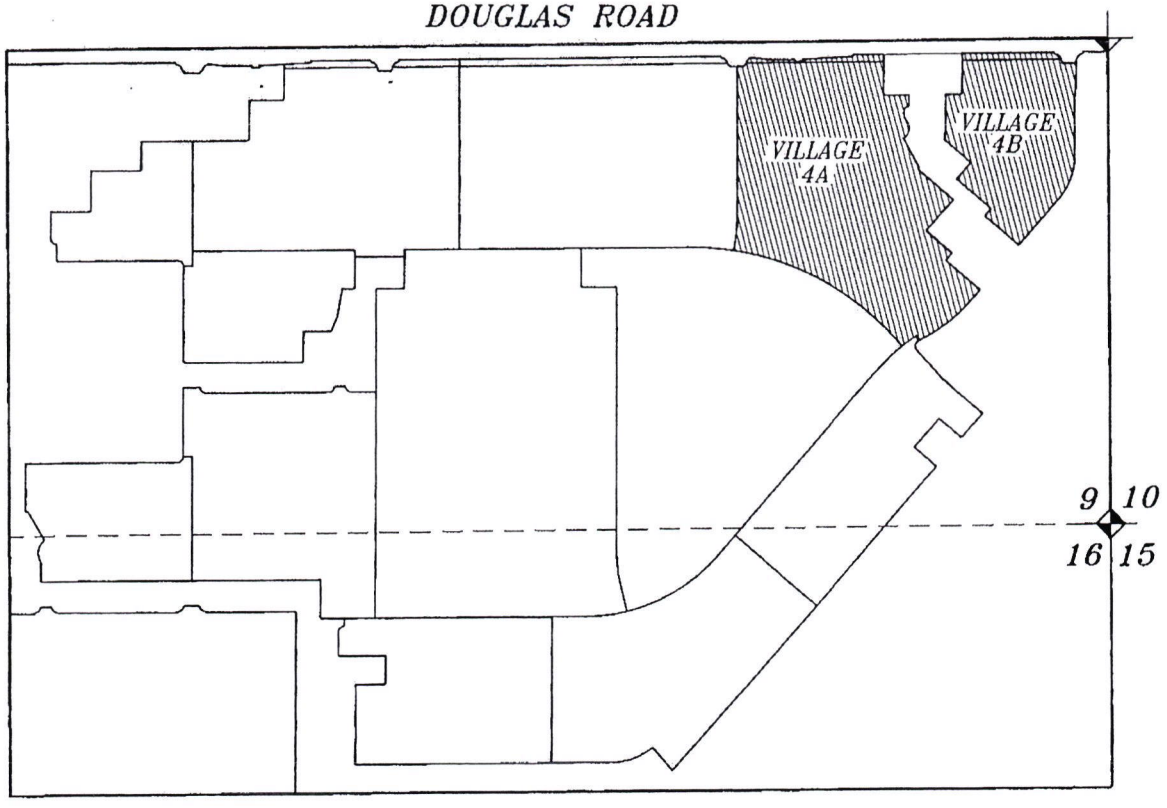
Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES NO. 4A & 4B
WOODSIDE MARIPOSA, INC.
ALL OF LOTS 4 & 5 OF 326 B.M. 5
SEC. 9, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE ECLIPSE, INC. RELATIVE TO VILLAGE 6 OF SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE ECLIPSE, INC., a California corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Woodside Sunridge, Inc., a Delaware corporation ("**Prior Owner**") entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described therein (the **"Overall Property"**).

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

F. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____ 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 128 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or

overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Three Hundred Eighty-six Thousand Three Hundred Four Dollars ($386,304.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"**CITY**"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"**LANDOWNER**"

WOODSIDE ECLIPSE, INC.,
a California corporation

By:_____
Name: _____
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	Plat Map to Accompany Legal Description of the Property

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE ECLIPSE, INC.

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 follows:

Being all of Lot 9 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

See Exhibit "A-2" to accompany description, attached hereto and made a part hereof.

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

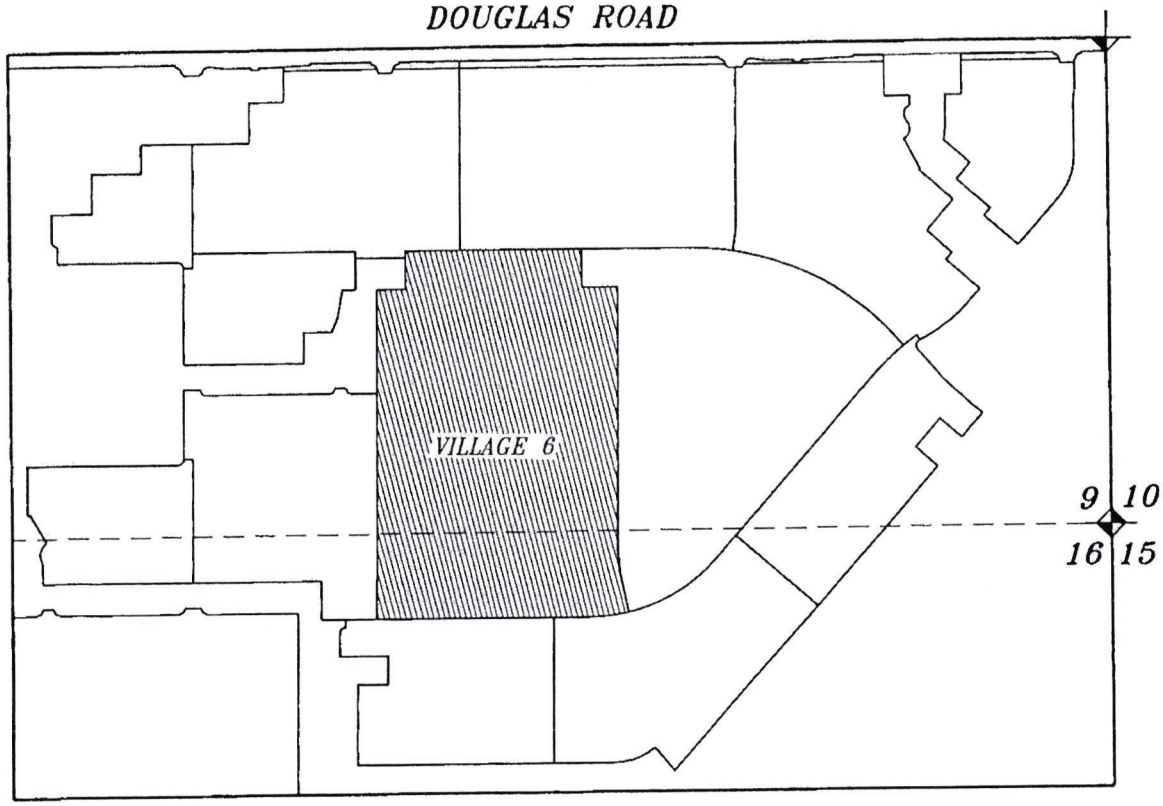
Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGE NO. 6
WOODSIDE ECLIPSE, INC.
ALL OF LOT 9 OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE BELLA BRISAS, INC. RELATIVE TO VILLAGES 1A AND 11A OF SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE BELLA BRISAS, INC., a California corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Woodside Sunridge, Inc., a Delaware corporation ("**Prior Owner**") entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described therein (the **"Overall Property"**).

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

F. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____ 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 69 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or

overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Two Hundred Eight Thousand Two Hundred Forty-two Dollars ($208,242.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"**CITY**"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"**LANDOWNER**"

WOODSIDE BELLA BRISAS, INC.,
a California corporation

By:_____
Name: _____
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	Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE BELLA BRISAS, INC.

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 follows:

Being all of Lots 1 and 14 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

See Exhibit "A-2" to accompany description, attached hereto and made a part hereof.

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

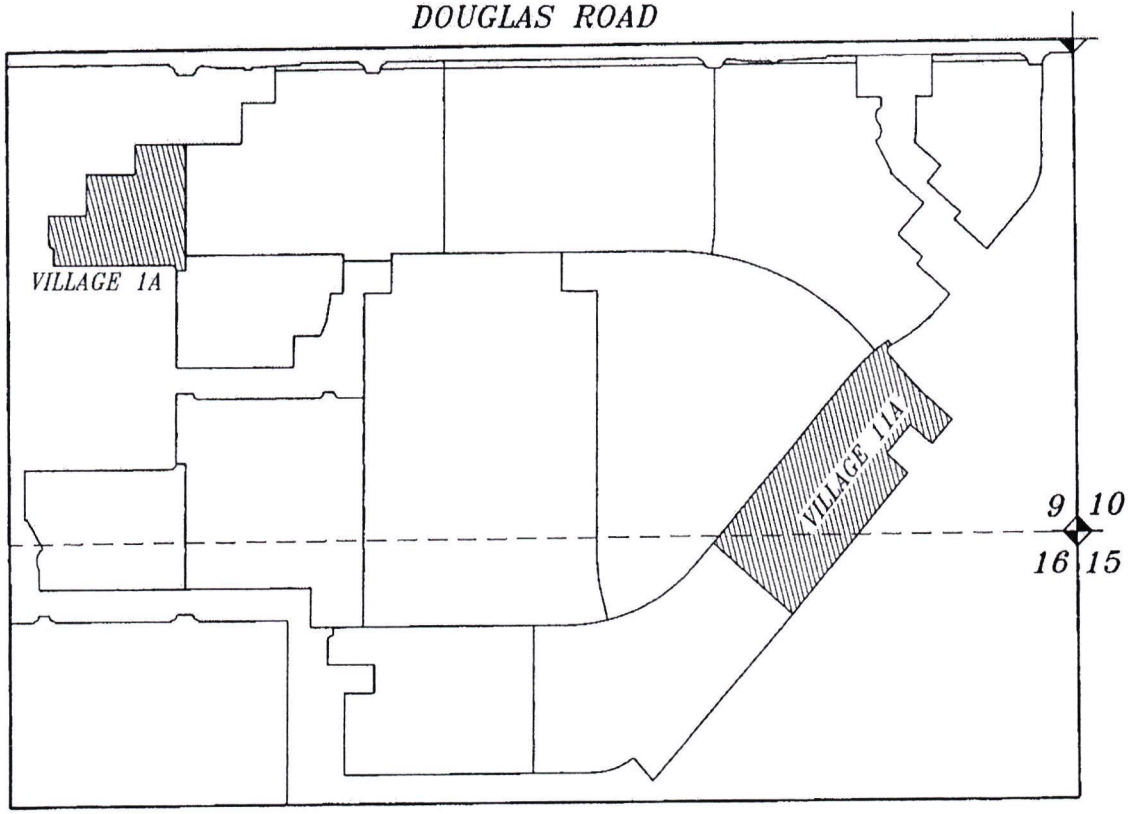
Date: _____

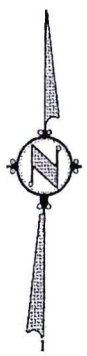
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES NO. 1A & 11A
WOODSIDE BELLA BRISAS, INC.
ALL OF LOTS 1 & 14 OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND BEAZER HOMES HOLDINGS CORP. RELATIVE TO VILLAGES 9B AND 10B OF SUNRIDGE PARK – PHASE II

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ___ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and the BEAZER HOMES HOLDINGS CORP., a Delaware corporation (**"Landowner"**), who agree as follows.

RECITALS

A. City and Sunridge Park, LLC, a limited liability company (**"Prior Owner"**) entered into that certain Development Agreement dated February __, 2006 ("**Agreement**") recorded on March 10, 2006, in the Office of the Sacramento County Recorder in Book 20060310, Page 01515, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described herein below.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March _____, 2006, addressing the revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Large Lot Subdivision Map, as approved by the City on _____, 2006, by City Resolution No. ___ (the "**Large Lot Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Large Lot Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 35 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of One Hundred Five Thousand Six Hundred Thirty Dollars ($105,630.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"**CITY**"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"**LANDOWNER**"

BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation

By:_____
Mervin Singson, Vice President of Finance

EXHIBIT "A"

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
BEAZER HOMES HOLDINGS CORPORATION

All that certain real property situate in Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 6 and 7 as shown on that certain Large Lot Final Map entitled "Sunridge Park Phase II" filed for record in Book 348 of Maps, at Page 1, Sacramento County Records.

See Exhibit "A-2" to accompany description, attached hereto and made a part hereof.

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\docs\Descriptions\PHASE 2\SUN-PARK-PH2-BEAZER.doc

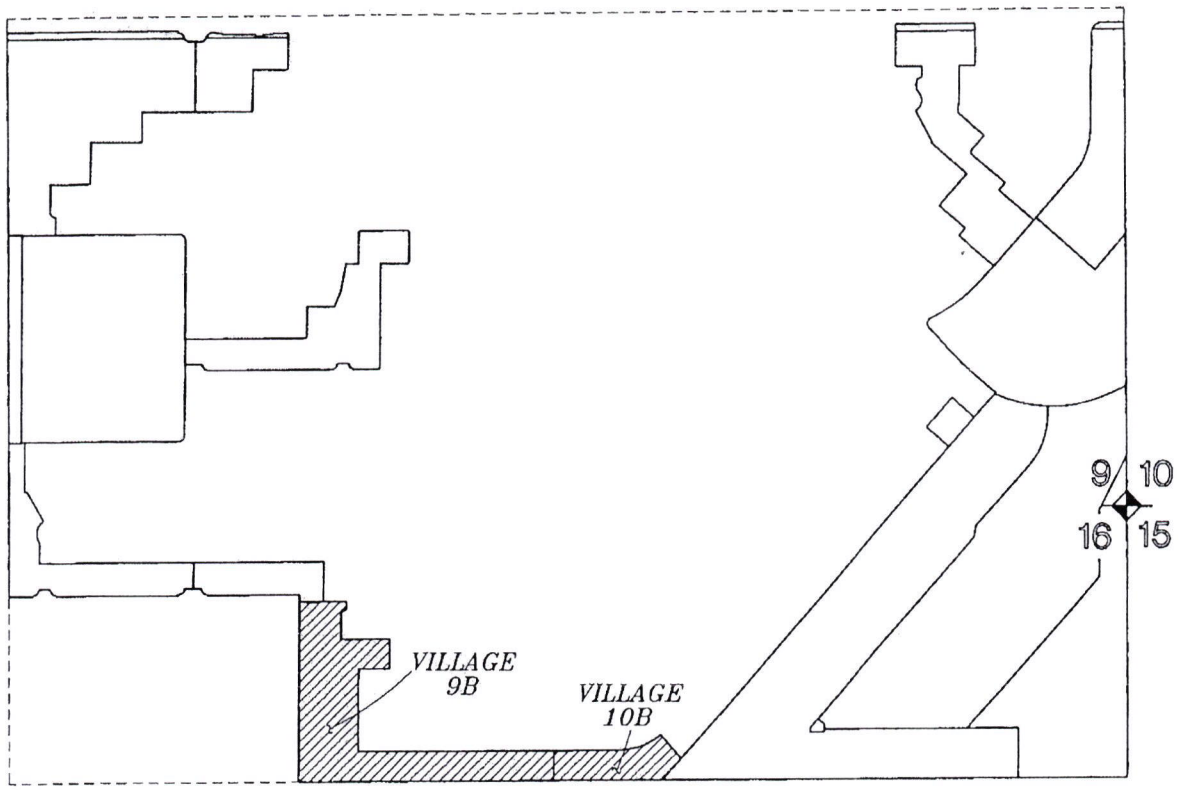
814621_4

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
VILLAGES 9B & 10B
BEAZER HOMES HOLDINGS CORPORATION
ALL OF LOTS 6 & 7 OF 348 B.M. 1

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

814621_4

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND PLEASANT VALLEY INVESTMENTS LC, RELATIVE TO VILLAGES 1B, 4C, 4D, 8C AND 11B OF SUNRIDGE PARK – PHASE II

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ___ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and the PLEASANT VALLEY INVESTMENTS LC, a Nevada limited liability company (**"Landowner"**), who agree as follows.

RECITALS

A. City and Sunridge Park, LLC, a limited liability company (**"Prior Owner"**) entered into that certain Development Agreement dated February __, 2006 ("**Agreement**") recorded on March 10, 2006, in the Office of the Sacramento County Recorder in Book 20060310, Page 01515, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described herein below.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____, 2006, by Resolution No. 31-2006, (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March _____, 2006, addressing the revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Large Lot Subdivision Map, as approved by the City on _____, 2006, by City Resolution No. ____ (the "**Large Lot Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Large Lot Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 84 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Two Hundred Fifty-three Thousand Five Hundred Twelve Dollars ($253,512.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"**CITY**"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"**LANDOWNER**"

PLEASANT VALLEY INVESTMENTS LC,
a Nevada limited liability company

By:_____
Its: _____

EXHIBIT "A"

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
PLEASANT VALLEY INVESTMENTS, LC.

All that certain real property situate in Fractional Section 9 and Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 2, 4, 8, 9, and 10 as shown on that certain Large Lot Final Map entitled "Sunridge Park Phase II" filed for record in Book 348 of Maps, at Page 1 of Sacramento County Records.

See Exhibit "A-2" to accompany description, attached hereto and made a part hereof.

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

Date: _____

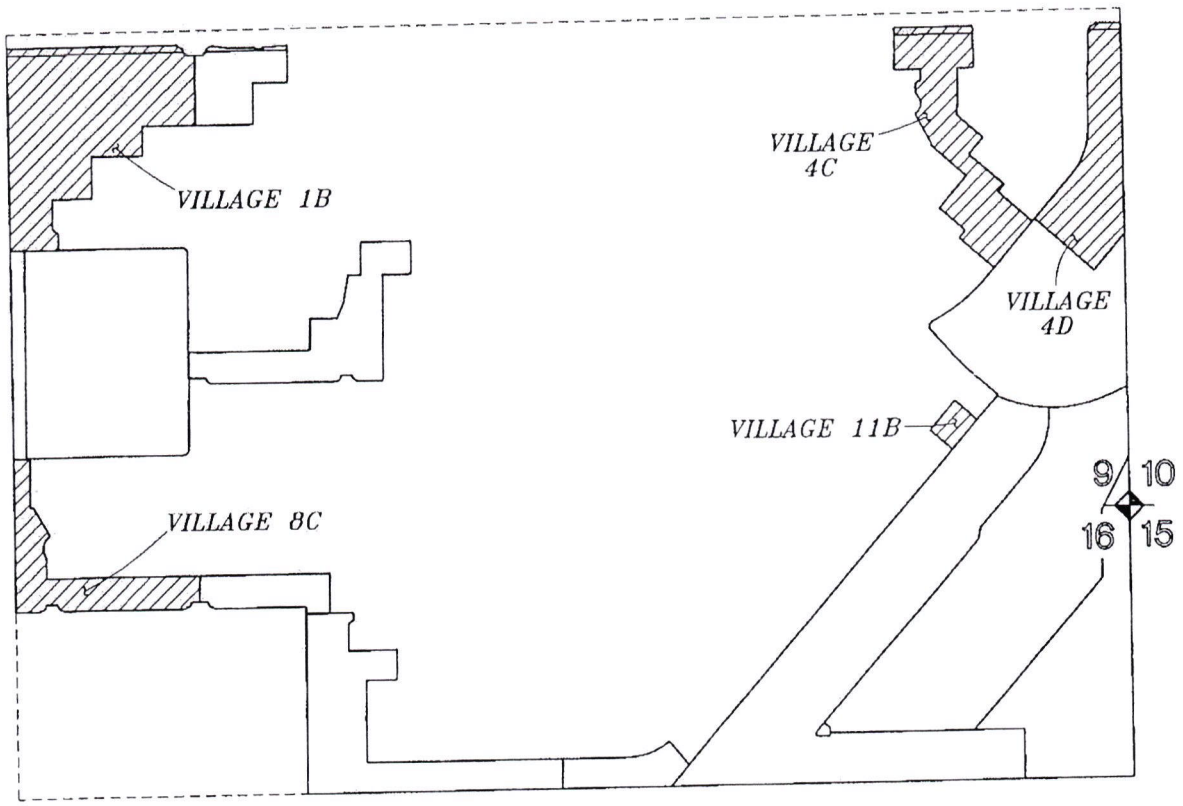
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
VILLAGES 1B, 4C, 4D, 8C & 11B
PLEASANT VALLEY INVESTMENTS, LC
ALL OF LOTS 2, 4, 8, 9 & 10 OF 348 B.M. 1

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

814609_4

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND SUNRIDGE PARK LIMITED PARTNERSHIP RELATIVE TO VILLAGES 2B, 5C AND 5D OF SUNRIDGE PARK – PHASE II

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ___ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and the SUNRIDGE PARK LIMITED PARTNERSHIP, a California limited partnership (**"Landowner"**), who agree as follows.

RECITALS

A. City and Sunridge Park, LLC, a limited liability company (**"Prior Owner"**) entered into that certain Development Agreement dated February __, 2006 ("**Agreement**") recorded on March 10, 2006, in the Office of the Sacramento County Recorder in Book 20060310, Page 01515, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described herein below.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ___, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ____, 2006, addressing the revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Large Lot Subdivision Map, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Large Lot Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Large Lot Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 32 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Ninety-six Thousand Five Hundred Seventy-six Dollars ($96,576.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"**CITY**"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"**LANDOWNER**"

SUNRIDGE PARK LIMITED PARTNERSHIP,
a California limited partnership

By: KIMBALL HILL HOMES CALIFORNIA, INC.,
a California corporation, General Partner

By:_____
Dudley McGee
Vice President

EXHIBIT "A"

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
SUNRIDGE PARK LIMITED PARTNERSHIP

All that certain real property situate in Fractional Section 9, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 1, 3 and 5 as shown on that certain Large Lot Final Map entitled "Sunridge Park Phase II" filed for record in Book 348 of Maps, at Page 1 of Sacramento County Records.

See Exhibit "A-2" to accompany description, attached hereto and made a part hereof.

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

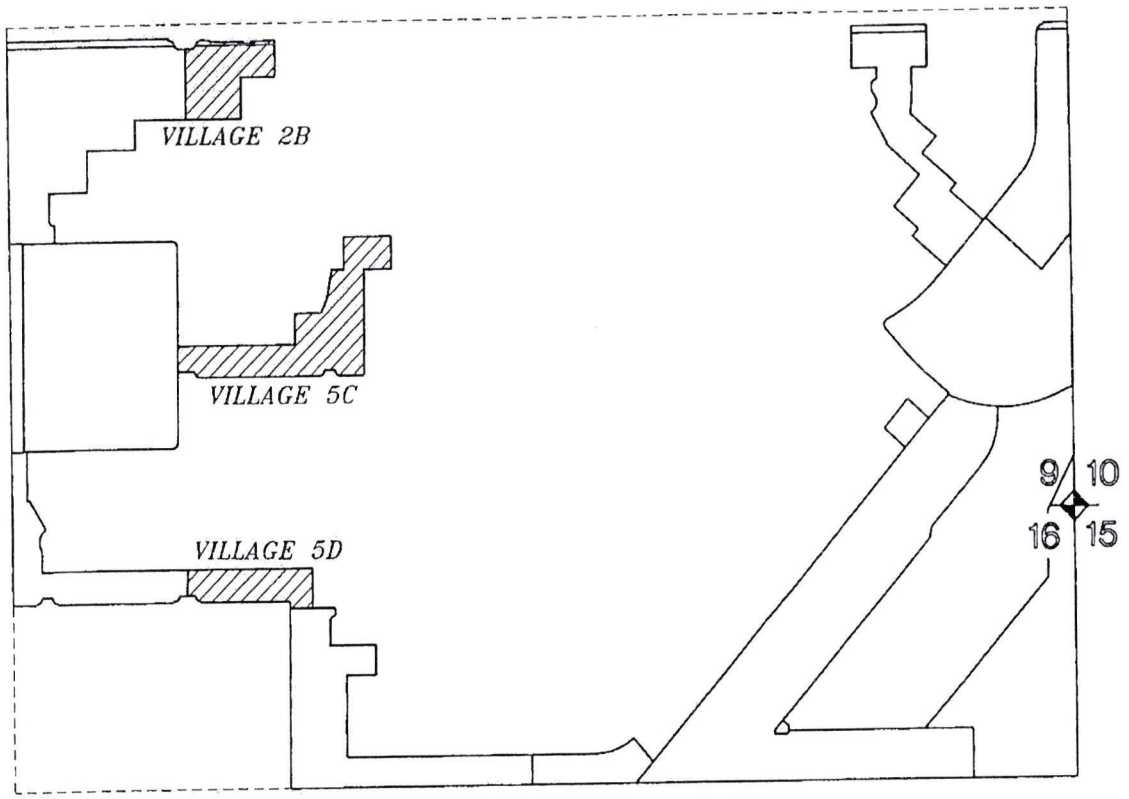
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814542_4

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
VILLAGES 2B, 5C & 5D
SUNRIDGE PARK LIMITED PARTNERSHIP
ALL OF LOTS 1, 3 & 5 OF 348 B.M. 1
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

814542_4

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND CENTEX HOMES RELATIVE TO VILLAGE 23 OF ANATOLIA III

This First Amendment to Development Agreement ("**Amendment**"), dated for reference purposes only as of _____, 2006 is entered into by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**"), and CENTEX HOMES, a Nevada general partnership ("**Landowner**"), who agree as follows:

RECITALS

A. City and Sunridge, LLC, a California limited liability company ("**Prior Owner**") entered into that certain Development Agreement dated November 20, 2003 ("**Agreement**") recorded on December 5, 2003, in the Office of the Sacramento County Recorder in Book 031205, page 1484, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. For purposes of this Amendment, the term "**Property**" shall refer to the portion of the Overall Property known as Village 23 at Anatolia III and sometimes referred to as the Anatolia III interim detention basin, as more particularly described on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference.

C. Prior Owner and Landowner entered into that certain Assignment and Assumption Agreement Relative to Anatolia III dated _____ (the "**Assignment**") and recorded on _____, in the Office of the Sacramento County Recorder in Book _____, Page _____, Official Records, pursuant to which Prior Owner assigned and Landowner assumed all of the right, title, interest, burdens and obligations of landowner under the Agreement with respect to the Property.

D. Pursuant to a separate agreement between Landowner and Sunridge-Anatolia LLC, a California limited liability company ("**Master Developer**"), Landowner is obligated to convey title to the Property to Master Developer at a future date. Master Developer is required pursuant to a park development agreement with the Cordova Recreation and Park District (the "**District**") to construct certain turn key park improvements for the Anatolia I and II projects located within the City, with the District being responsible for any cost overruns or shortfall for the construction of such improvements.

E. Landowner has caused Master Developer, as the owner of Anatolia IV, to become obligated to participate in paying the "new development fee," which shall be used by the City to fund certain roadway improvements and by the Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City (the "**Master Developer Funding Commitment**"). The Master Developer Funding Commitment shall be memorialized in that certain Development Agreement by and between the City of Rancho Cordova and Sunridge-Anatolia, LLC relative to Anatolia IV to be entered into concurrently herewith.

F. City has, in return for Landowner's obtaining the Master Developer Funding Commitment, amended certain zoning and map conditions affecting a portion of the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

G. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

H. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

I. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/ Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006, by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revision of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, and the Amendment shall be sometimes collectively referenced herein as the "**Additional Project Approvals**.")

2. Consideration for Landowner's Obtaining the Master Developer's Funding Commitment. Landowner's delivery of the Master Developer's Funding Commitment is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals.

3. Vesting and Development Rights. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, this Amendment, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement. Landowner shall be entitled to develop the Property and obtain final map(s) and building permits for 81 residential units for the Property regardless of the total number of building permits which have been issued within the City at such time that such final map is approved or such building permits are issued.

4. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project upon the removal of existing drainage detention basins.

5. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

6. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

7. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

8. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment 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 _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"**CITY**"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"**LANDOWNER**"

CENTEX HOMES,
a Nevada general partnership

By:_____
Name: _____
Its :_____
Date:_____

EXHIBIT LIST

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Diagram of the Property

EXHIBIT "A-1"

DESCRIPTION OF
ANATOLIA III VILLAGE 23

All that certain real property situate in a portion of Section 20, 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 a portion of Anatolia III as described in the Certificate of Compliance entitled "Description of Anatolia III," filed for record in Book 20031218, at Page 1039, Official Records of Sacramento County said property being more particularly described as follows:

Commencing at a found two-and one-half inch (2-1/2") brass disk stamped LS 7944 marking the Southeast corner of said Section 20 as shown on that certain Final Map entitled "Anatolia III Village 24" filed for record in Book 332 of Maps, at Page 4, Sacramento County Records; thence along the East line of said Section 20, North 00°45'33" West a distance of 546.86 feet to the True Point of Beginning; thence from said **TRUE POINT OF BEGINNING** leaving said East line of Section 20 for the following thirty eight (38) arcs, courses and distances:

1. South 89°14'27" West a distance of 168.00 feet;
2. South 00°45'33" East a distance of 35.04 feet;
3. South 89°14'27" West a distance of 145.00 feet;
4. South 00°45'33" East a distance of 195.95 feet;
5. South 89°45'51" West a distance of 221.04 feet;
6. North 52°32'30" West a distance of 82.10 feet;
7. North 31°52'21" West a distance of 154.42 feet to a point of curvature;
8. from a radial line which bears South 31°52'21" East, 137.37 feet along the arc of a non-tangent 1056.00 foot radius curve to the right through a central angle of 07°27'12" to a point of reverse curvature;
9. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10";
10. South 22°17'20" East a distance of 6.00 feet;
11. South 67°42'40" West a distance of 40.00 feet;
12. North 22°17'20" West a distance of 6.00 feet to a point of curvature;
13. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10" to a point of reverse curvature;
14. 168.64 feet along the arc of a tangent 1056.00 foot radius curve to the right through a central angle of 09°08'59" to a point of reverse curvature;
15. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10";
16. South 08°52'41" East a distance of 6.00 feet;
17. South 81°07'19" West a distance of 40.00 feet;
18. North 08°52'41" West a distance of 6.00 feet to a point of curvature;
19. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10" to a point of reverse curvature;
20. 76.60 feet along the arc of a tangent 1056.00 foot radius curve to the right through a central angle of 04°09'21" to a point of reverse curvature;

21. 30.60 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°39'23";
22. South 89°45'07" West a distance of 48.00 feet to a point of curvature;
23. from a radial line which bears North 89°45'07" East, 30.60 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 87°39'23" to a point of reverse curvature;
24. 76.21 feet along the arc of a tangent 1056.00 foot radius curve to the right through a central angle of 04°08'07" to a point of reverse curvature;
25. 30.72 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 88°00'33";
26. South 08°13'18" West a distance of 6.00 feet;
27. North 81°46'42" West a distance of 40.00 feet;
28. North 08°13'18" East a distance of 6.00 feet to a point of reverse curvature;
29. 30.62 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°43'48" to a point of reverse curvature;
30. 173.11 feet along the arc of a tangent 1056.00 foot radius curve to the right through a central angle of 09°23'32" to a point of reverse curvature;
31. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10";
32. South 22°00'51" West a distance of 63.36 feet to a point of curvature;
33. 17.62 feet along the arc of a tangent 230.00 foot radius curve to the left through a central angle of 04°23'19";
34. North 72°22'27" West a distance of 171.38 feet;
35. North 29°20'02" East a distance of 56.94 feet;
36. North 57°54'01" West a distance of 110.61 feet;
37. North 49°01'45" West a distance of 44.90 feet; and
38. North 59°17'59" West a distance of 138.31 feet to an angle point in the East Boundary line of that certain Final Map entitled "Anatolia III Village 24" filed for record in Book 332 of Maps, at Page 4, Sacramento County Records.

Thence along the East Boundary line of said Anatolia III Village 24 for the following ten (10) arcs, courses and distances:

1. North 66°11'35" West a distance of 115.00 feet;
2. from a radial line which bears North 66°11'35" West, 57.14 feet along the arc of a non-tangent 475.00 foot radius curve to the right through a central angle of 06°53'34";
3. South 59°18'00" East a distance of 4.00 feet to a point of curvature;
4. from a radial line which bears North 59°18'00" West, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 90°00'02";
5. South 59°17'59" East a distance of 7.00 feet;
6. North 30°42'01" East a distance of 40.00 feet;
7. North 59°17'59" West a distance of 14.00 feet to a point of curvature;
8. 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";
9. North 59°17'59" West a distance of 4.00 feet; and

10. North 30°42'01" East a distance of 85.00 feet to the South Boundary line of that certain Final Map entitled "Anatolia III Village 22" filed for record in Book 333 of Maps, at Page 9, Sacramento County Records;

Thence along said South and East Boundary lines of Anatolia III Village 22 for the following thirty nine (39) arcs courses and distances:

1. South 59°17'59" East a distance of 253.93 feet;
2. South 54°33'50" East a distance of 64.17 feet;
3. South 56°23'34" East a distance of 53.79 feet;
4. South 59°46'35" East a distance of 53.79 feet;
5. South 63°09'36" East a distance of 53.79 feet;
6. South 66°32'37" East a distance of 53.79 feet;
7. South 69°55'37" East a distance of 53.79 feet;
8. South 73°18'38" East a distance of 53.79 feet;
9. South 76°41'39" East a distance of 53.79 feet;
10. South 80°04'40" East a distance of 53.79 feet;
11. South 83°27'40" East a distance of 53.79 feet;
12. South 88°10'02" East a distance of 60.95 feet;
13. North 00°14'53" West a distance of 85.58 feet to a point of curvature;
14. 30.45 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°13'15" to a point of reverse curvature;
15. 10.51 feet along the arc of a tangent 805.00 foot radius curve to the right through a central angle of 00°44'53";
16. North 03°16'44" East a distance of 40.00 feet to a point of curvature;
17. from a radial line which bears South 03°16'44" West, 6.00 feet along the arc of a non-tangent 765.00 foot radius curve to the left through a central angle of 00°26'58" to a point of compound curvature;
18. 32.49 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 93°04'40";
19. North 00°14'53" West a distance of 85.66 feet;
20. North 89°45'07" East a distance of 40.00 feet;
21. North 86°38'35" East a distance of 60.69 feet;
22. North 80°16'24" East a distance of 58.64 feet;
23. North 75°05'49" East a distance of 58.65 feet;
24. North 70°11'38" East a distance of 54.27 feet;
25. North 65°30'03" East a distance of 53.82 feet;
26. North 60°49'39" East a distance of 53.82 feet;
27. North 56°09'15" East a distance of 53.82 feet;
28. North 51°28'51" East a distance of 53.82 feet;
29. North 46°48'27" East a distance of 53.82 feet;
30. North 42°08'03" East a distance of 53.82 feet;
31. North 37°27'39" East a distance of 53.82 feet;
32. North 32°47'15" East a distance of 53.82 feet;
33. North 28°06'51" East a distance of 53.82 feet;
34. North 23°26'27" East a distance of 53.82 feet;
35. North 18°46'03" East a distance of 53.82 feet;

36. North 14°06'27" East a distance of 58.66 feet;
37. North 08°25'05" East a distance of 57.39 feet;
38. North 02°31'56" East a distance of 59.81 feet; and
39. North 00°26'33" West a distance of 40.00 feet to a point on the South Boundary line of that certain Final Map entitled "Anatolia III Village 21" as filed for record in Book 332 of Maps, at Page 3, Sacramento County Records.

Thence along said South Boundary line of Anatolia III Village 21 for the following sixteen (16) arcs, courses and distances:

1. North 89°14'27" East a distance of 85.65 feet to a point of curvature;
2. 32.44 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 92°55'25" to a point of compound curvature;
3. 6.00 feet along the arc of a tangent 765.00 foot radius curve to the left through a central angle of 00°26'58";
4. North 85°52'03" East a distance of 40.00 feet to a point of curvature;
5. from a radial line which bears North 85°52'03" East, 10.30 feet along the arc of a non-tangent 805.00 foot radius curve to the right through a central angle of 00°43'59" to a point of reverse curvature;
6. 30.49 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°21'36";
7. North 89°14'27" East a distance of 171.88 feet to a point of curvature;
8. 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";
9. North 00°45'33" West a distance of 11.00 feet;
10. North 89°14'27" East a distance of 40.00 feet;
11. South 00°45'33" East a distance of 6.00 feet to a point of curvature;
12. 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";
13. North 89°14'27" East a distance of 74.00 feet;
14. North 67°26'22" East a distance of 5.39 feet to a point of curvature;
15. from a radial line which bears South 00°45'33" East, 39.27 feet along the arc of a non-tangent 25.00 foot radius curve to the left through a central angle of 90°00'00"; and
16. North 89°14'27" East a distance of 44.00 feet to the East line of said Section 20;

thence along said East line of Section 20, South 00°45'33" East a distance of 908.12 feet to the Point of Beginning.

Containing 24.652 acres of land, more or less.

See Exhibit A-2, plat 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 legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

Craig E. Spiess P.L.S. 7944
Expires December 31, 2007

Date:_____

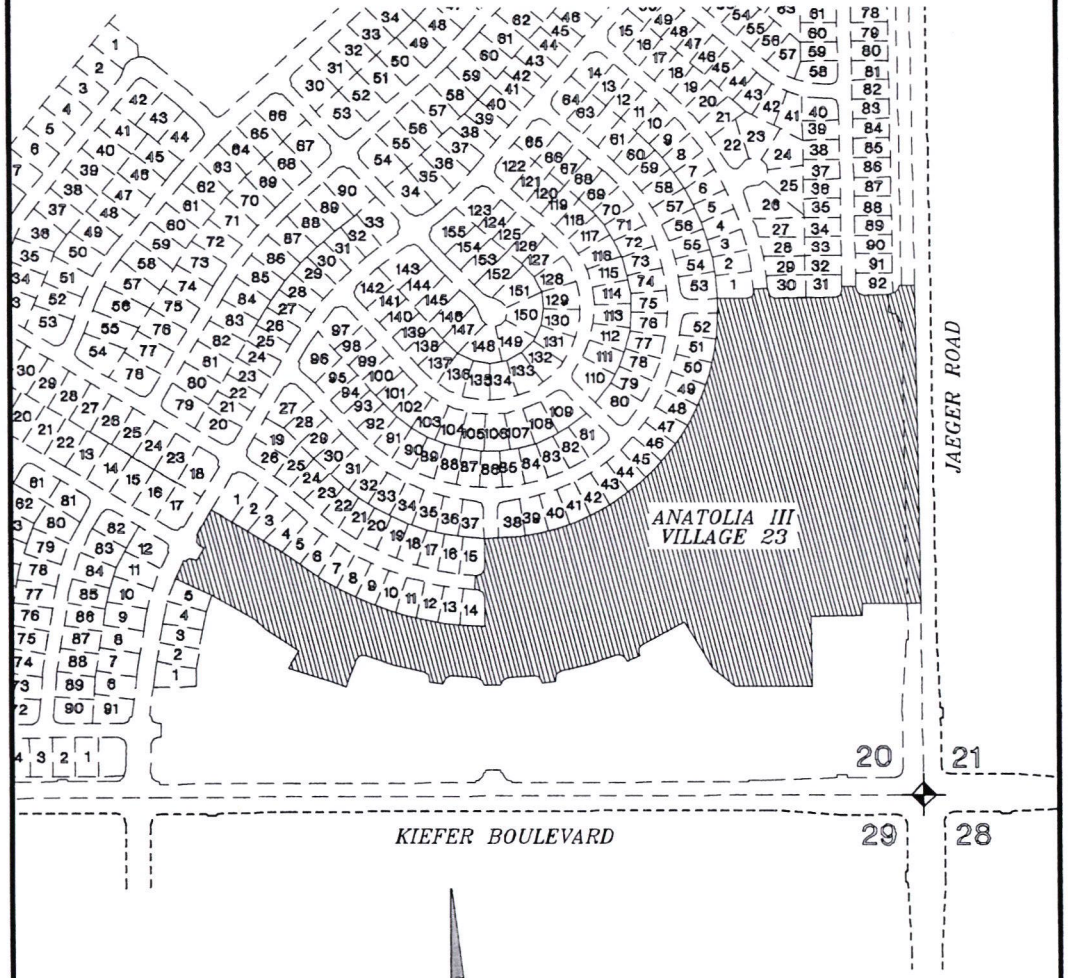
PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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

TABLE 6
ACCEPTABLE BUILDING PERMIT LINKED TRANSPORTATION INFRASTRUCTURE PHASING PLAN

Project	Location	Improvement	Anthology at Anatolia & Sundance	Anatolia III (Villages 9, 11 & 23)	Anatolia IV	LOT J	Sunridge Park Phases I and II	North Douglas
1	Sunrise Blvd - Sunrise Park Dr to Douglas Road	Widen to six lanes	0%	0%	0%	0%	0%	0%
2	Douglas Rd - Sunrise Blvd to Rancho Cordova Pkwy	Widen to four lanes			50%	50%	50%	50%
3	Douglas Rd - Rancho Cordova Pkwy to Americanos Blvd	Widen to four lanes					50%	50%
4	Sunrise Blvd - Douglas Rd to Chrysanthy Blvd	Widen to four lanes	50%	0%	0%	0%	0%	0%
5	Sunrise Blvd at Chrysanthy Blvd	Install signal		0%	0%	0%	0%	0%
6	Rancho Cordova Pkwy - Douglas Rd to Chrysanthy Blvd	Reconstruct two through lanes plus adjacent frontage lane prior to development of adjacent fronting property.			0%	50%		
7	Douglas Rd at Rancho Cordova Pkwy	Install signal			50%	50%	50%	50%
8	Sunrise Blvd at Kiefer Blvd	Install interim signal		50%				
9	Sunrise Blvd at Monier Circle	Install signal	0%	0%	0%	0%	0%	0%

Notes:
0% = Must be under contract for construction with all discretionary permits obtained prior to issuance of first production building permit.
50% = Must be under contract for construction with all discretionary permits obtained prior to more than 50% of production building permits being issued.
All identified transportation mitigation measures need to be completed by the buildout of the Sunridge Specific Plan area.

MEMORANDUM

DATE: April 3, 2006

TO: City Council Members

FROM: Curt Haven, Economic Development Director
Jim Carney, Senior Management Advisor

SUBJECT: City Council Consideration of Funding Housing, Community Improvement Programs, and Non-Profit Public Services from New Community Development Block Grant Funds and Review of the Draft Five-Year Consolidated Plan, Draft 2006-07 Action Plan, and Draft Citizen Participation Plan

---

RECOMMENDATION

Staff recommends that the City Council approve:

1. The allocation of $704,227 CDBG funds for budget year 2006, starting July 1, 2006 to June 30, 2007 as follows:
   a. Housing program funds of $428,752 to:
      i. Rehabilitation $129,600
      ii. Rental Inspection $40,502
      iii. Emergency Repair $227,150
      iv. Home Repair Assistance $31,500
   b. Public Facilities and Infrastructure: $28,996
      i. White Rock Park Improvements
   c. Public Service funds of $105,634 to the non-profit programs:
      i. Weed and Seed $38,700
      ii. Meals on Wheels $28,905
      iii. Roots and Horizons $19,500
      iv. Safe Harbor After-School Enrichment $8,025
      v. Sacramento Self-Help Housing $5,304
      vi. Respite CLUB $5,200
   d. General CDBG grant administration $140,845
      (HUD limit of up to 20% of total allocation)
2. Distribution for public comment of:
   a. The draft five-year CDBG spending plan, called the Consolidated Plan;
   b. The CDBG budget for July 1, 2006 to June 30, 2006 (FY 2006-07) referred to as the Action Plan; and
   c. The Citizen Participation Plan.

AGENDA ITEM # 13

RESULT OF RECOMMENDED ACTION

This action will qualify the City to receive new revenue of $704,227 for the FY 2006-07 City budget and thus provide federal funds for the City to address long-standing unmet community needs. The funding may be used to upgrade the quality of housing and make neighborhood improvements in Rancho Cordova, as well as to fund several necessary public services provided by local non-profit and community-based organizations.

It is anticipated that starting in FY 2007-08, CDBG funding will support lease payments for the Rancho Cordova Neighborhood Center.

BACKGROUND

As discussed during the February 6, 2006 City Council meeting, the City of Rancho Cordova is now eligible to directly receive federal Community Development Block Grant (CDBG) funds. The U.S Department of Housing and Urban Development (HUD) has announced that the City is eligible to receive allocated funding of $704,227 during the fiscal year that runs from July 1, 2006 to June 30, 2007.

Prior to this year, Rancho Cordova received CDBG funds through the County of Sacramento allocation process, which was administered by the Sacramento Housing and Redevelopment Agency. This year, for the first time, Rancho Cordova, as new entitlement city, is able to identify its local needs and allocate its CDBG funds to address those needs.

In order to approve the CDBG funding allocation to the City, HUD requires the City to prepare three plans. The Citizen Participation Plan discusses procedures for involving the community in decisions on CDBG funds. The Consolidated Plan is a five-year plan for the use of the CDBG funds. The Action Plan is an annual plan that discusses planned activities, outcomes, and spending. The Action Plan will cover the first year of CDBG funding, which begins on July 1, 2006 and extends until June 30, 2007. Both the Consolidated Plan and the Action Plan must address activities that meet community needs identified in Consolidated Plan. Either, or both, may be amended if community needs or priorities change significantly. All of these plans must be approved by the City Council for submittal to HUD by May 17, 2006.

Following a citizen review period of these plans, the City Council will be requested on May 15, 2006 to approve the Consolidated Plan and Action Plan for submittal to HUD by May 17, 2006. City staff has met with HUD officials to coordinate our efforts. HUD representatives expect to approve Rancho Cordova's plans for CDBG funding in June 2006, thus allowing the City to incur expenses related to CDBG starting July 1, 2006.

The CDBG Program

The federal objective of the CDBG program is to develop viable urban communities by providing decent housing and suitable living environments, and by expanding economic opportunities, principally for low- and moderate-income households. HUD's definition of "low"-income persons includes those households with annual incomes of no more than 50 percent of area median income (AMI) and the definition of "moderate"-income

households are those with annual incomes from 51 to 80 percent of AMI. The applicable AMI is based on income levels published each year by HUD for Sacramento County. For example, for a household of four, the maximum income for a low-income household is approximately $32,700 and for a moderate-income household it is about $52,300.

All activities must meet one of the following national objectives for the CDBG program: 1) benefit low- and moderate-income persons, 2) prevent or eliminate slums or blight, or 3) meet a community development need having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.

The Consolidated Plan **(Attachment 1)** serves as both a comprehensive five-year planning document that provides analysis of the City's housing, community development, economic development, infrastructure, and community services needs and identifies priorities and goals for CDBG funding in these areas over the five-year period of the plan. These goals serve as the criteria against which HUD will evaluate the City's performance on the CDBG program.

The Action Plan **(Attachment 2)** is an annual plan that identifies funding amounts for specific activities during the program year. The Action Plan will be brought before City Council annually, prior to the start of each program year.

The Citizen Participation Plan **(Attachment 3)** sets forth guidelines for including the community in decisions and planning for the CDBG program, including the requirements for public meetings.

Funding and Priorities

Staff recommends that the Council approve the CDBG funding levels outlined in **Attachment 4.** This preliminary budget is based on the City Council's goals established on March 20, 2006 and priorities for the CDBG program established on February 6, 2006, which include housing improvement, neighborhood revitalization, and youth and senior services. In addition, the proposed CDBG budget places special emphasis on meeting the City's Housing Goal #6 (adopted on March 20, 2006 in its 12 Strategic Goals) to "Improve the Quality of Housing in Rancho Cordova" by providing opportunities to fund rehabilitation in our housing stock and other housing programs. Funding is also designated for a rental housing inspection program, which will stimulate private investment in the rental housing stock.

Some funding is designated for improvements to White Rock Park; the original request for $270,000 was deemed too large to be funded by CDBG, but it is expected that the $28,996 designated will allow staff to complete a smaller project or leverage the funds with other money designated for park improvements. Overall, the five-year budget is dependent on CDBG funding, which may increase or fall in subsequent years.

Staff also recommends that the Council approve Public Service funding levels outlined in **Attachment 5.** At the February 6, 2006 meeting, the Council directed staff to release a Request for Proposals (RFP) and Application Package soliciting funding requests from community-based non-profit service providers. The RFP was released on February 10, 2006, and an application training workshop was attended by

representatives of ten local service providers. Subsequently, eight applications were received with requests totaling $233,097.

- The City has $105,634 available for funding public services through its CDBG program. This amount is determined to be 15 percent of the total 2006-07 CDBG allocation to Rancho Cordova, the maximum percentage allowed by HUD for public service activities. The City Council established that the top priorities for public services funding would be senior and youth services, as well as neighborhood revitalization. In addition, HUD requires the City to address fair housing and homeless services using CDBG funding.

- Staff reviewed the applications and conducted brief interviews with each applicant. As a result of this process and following Council priorities, staff recommends the following funding allocations:

Weed and Seed	$38,700
Meals on Wheels	$28,905
Roots and Horizons	$19,500
Safe Harbor After-School Enrichment Program	$8,025
Sacramento Self-Help Housing	$5,304
Respite CLUB	$5,200

Next Steps

Following City Council action to allocate the City's CDBG funds as discussed herein, the following steps will be taken to finalize the process that will result in Rancho Cordova receiving its first direct allocation of federal CDBG funds to address its housing and community needs starting July 1, 2006:

• Preliminary Draft Consolidated Plan and Action Plan presented to City Council for preliminary decisions on funding of public services	April 3, 2006*
• Public Review of the Draft Consolidated Plan and Action Plan	April14-May 14, 2006
• Public Meeting and City Council adoption	May 15, 2006
• Submit the Consolidated Plan and Action Plan to HUD	May 16, 2006
• HUD submission deadline	May 17, 2006
• Receive HUD approvals and authorization to expend CDBG	June 2006
• Receive funding from HUD - begin Rancho Cordova CDBG programs	July 1, 2006

*Releasing the draft plans on this date will give City Council and staff the maximum amount of time to comment and/or request changes before the public review period, minimizing the need for changes after the May 15, 2006 adoption date.

Conclusion
Staff is pleased and excited to present to the City Council the opportunity to adopt its first CDBG funding plans. This is the one of a series of steps that the City will take to bring critically needed federal funds to address the housing and community development needs of our citizens.

Attachments:

1. **Draft 2006-2011 Consolidated Plan**
2. **Draft 2006-2007 Action Plan**
3. **Draft Citizen Participation Plan**
4. **Proposed CDBG Funding and Priorities for the 2006-07 Program Year and the 2006-2011 Planning Period**
5. **Public Services Applications Received and Recommended Funding Levels**

HUD is moving toward measurable out comes.

- Boys & Girls Club
- street trees ?
- street lights ? where are they?

Curt plans to use TI $ for rehab.

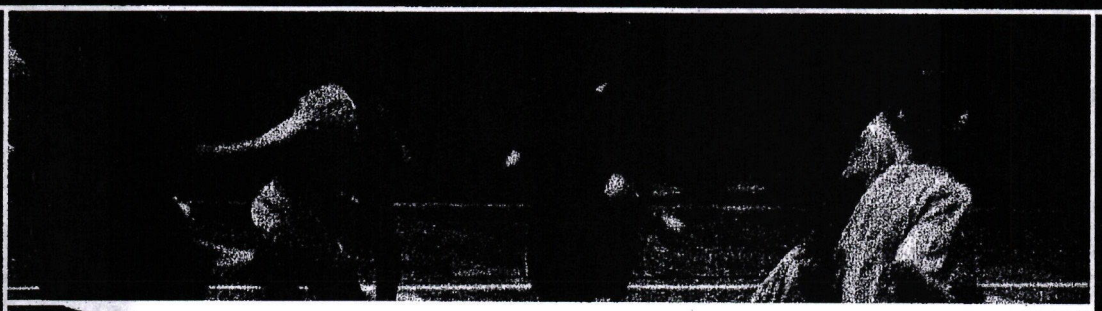
2/22 - 10 orgs attended workshop
3/13 - 8 proposals
interviews
priorities
SVS - youth - local - neighbours

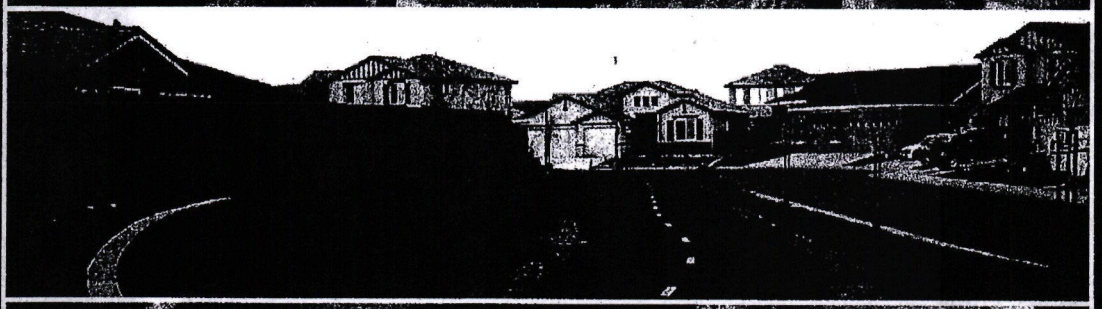
- Jerry Johnson - Weed & Seed
  Linda Smith - interim coordinator
- Joe Farely - DHA County - Sr nutrition program 31 yrs.
- John Foley - Sac self help hsg. currently serve TCC residents - no local office.
- Paul Shane - Roots & Horizons - mentoring children of prisoners - 1 of only 20 programs - volunteer ops - 3 kids who actually live here in TCC. voluntary referral - voluntary reporting -

ATTACHMENT #1

2006-2011 CONSOLIDATED PLAN

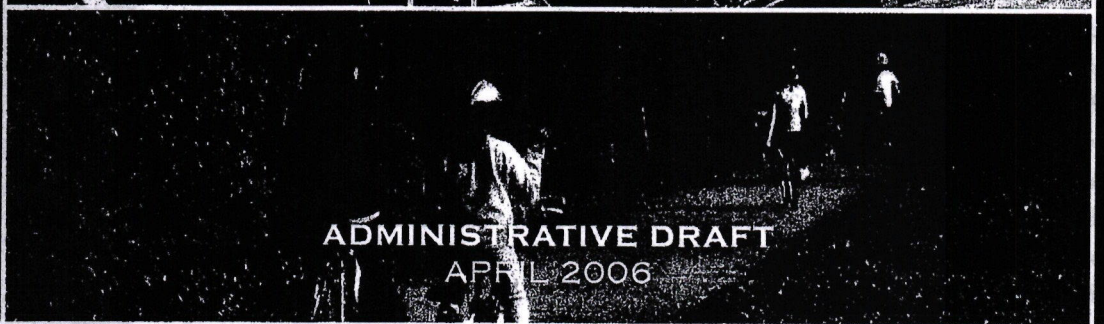
CITY OF RANCHO CORDOVA











ADMINISTRATIVE DRAFT

APRIL 2006

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I. INTRODUCTION

INTRODUCTION

The Consolidated Plan is a five-year plan, required by the U.S. Department of Housing and Urban Development (HUD) that serves as a comprehensive strategy to address the needs of low- and moderate-income residents in Rancho Cordova. The plan identifies community needs and provides a strategy to address those needs using Community Development Block Grant (CDBG) funds, as well as other City resources.

This section provides information on the Consolidated Plan process, community involvement in the plan, and additional resources for detailed information on local needs.

COMMUNITY PROFILE

Rancho Cordova became an incorporated City on July 1, 2003. It is the seventh community in Sacramento County to incorporate and is also California's four-hundred seventy-eighth city. A part of the greater Sacramento region, Rancho Cordova lies on the Highway 50 corridor between Sacramento and Folsom, and is situated next to Mather Field and the American River (refer to Figure 1-1).

I. INTRODUCTION

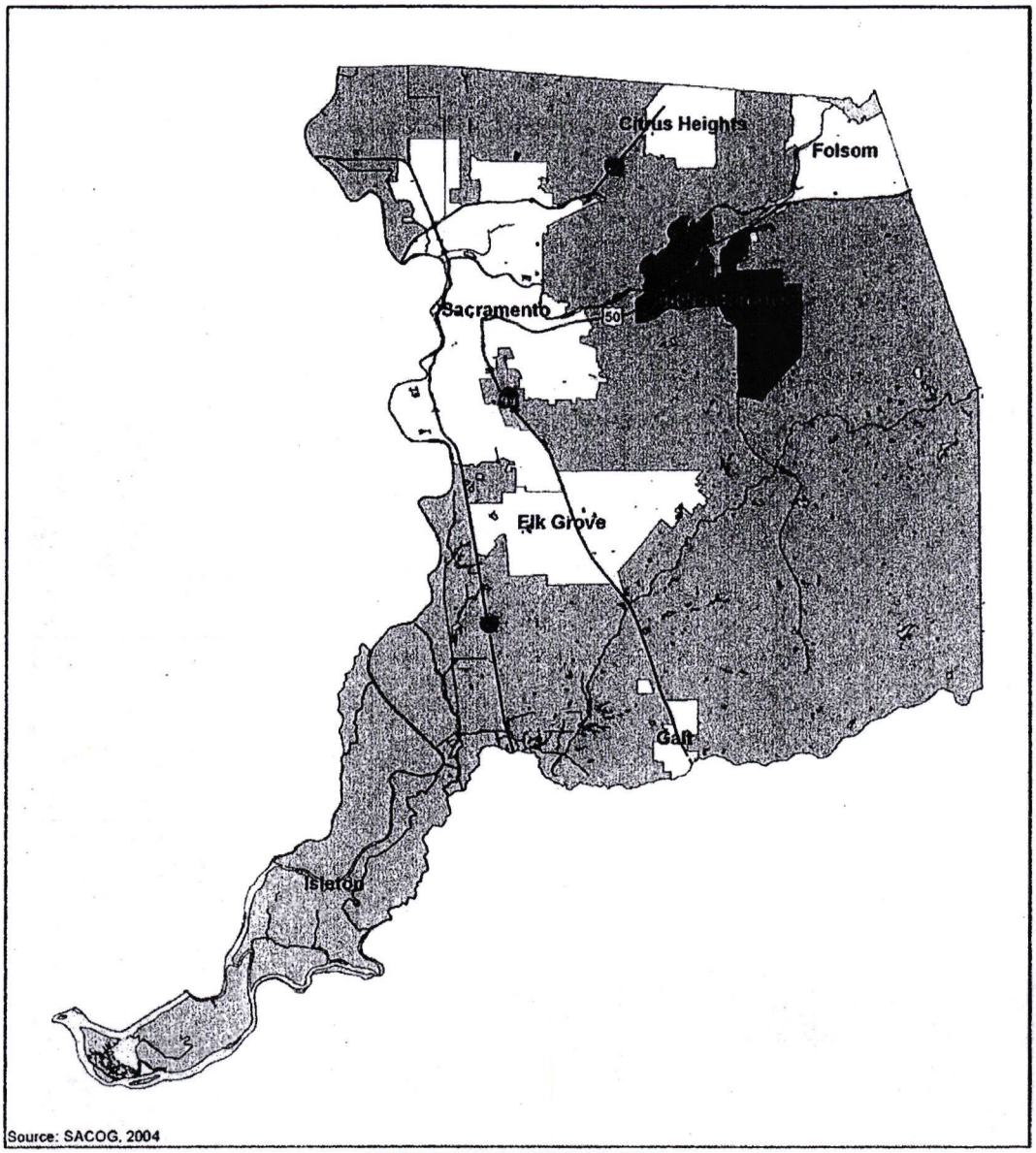


Figure 1-1
Location of Rancho Cordova

I. INTRODUCTION

LEAD AGENCY

The City of Rancho Cordova Housing and Neighborhood Services Division, within the Economic Development Department, serves as the lead agency for implementing the Consolidated Plan and administering CDBG funds.

CONSOLIDATED PLAN PROCESS

The Consolidated Plan serves as an application to HUD for the CDBG funds. The Consolidated Plan must be submitted to HUD 45 days prior to the start of the City's fiscal year, which begins on July 1.

In addition to the Consolidated Plan, the City must prepare an Action Plan, which describes how funds will be spent each year to address the needs identified in the Consolidated Plan. The Action Plan must also be submitted to HUD 45 days prior to the start of the City's fiscal year.

Finally, the City provides an accounting of how it spent its funds each year in the Consolidated Annual Performance Evaluation Report (CAPER). The CAPER is submitted to HUD 90 days after the conclusion of each fiscal year (refer to Table 1-1).

TABLE 1-1
CONSOLIDATED PLAN DOCUMENTS

HUD Document	Due Date
Consolidated Plan	May 17, 2006
Action Plan	May 17 - annually
CAPER	September 28 - annually

COMMUNITY OUTREACH AND PARTICIPATION

The City conducted one public workshop on February 22, 2006 to solicit input from residents and social service providers on the needs in Rancho Cordova. The meeting was noticed in both the local and regional newspapers, and information on the workshop was mailed to a variety of community service providers, including those providing services to seniors and youth. Ten service providers attended the meetings.

The City also conducted a survey of public service providers in the region, and gathered input from residents at public meetings. According to the residents and local service providers, the key needs of low- and moderate-income persons in Rancho Cordova include the following:

- Youth center/recreation facilities;
- Affordable housing education;
- Affordable housing;
- Housing supportive services;
- Child care/after-school services;
- Accessibility improvements;
- Fair housing services/education;
- Housing rehabilitation assistance; and
- First-time homebuyers' assistance.

In order to gather detailed information on housing needs from the community, the City conducted extensive outreach to residents and service providers in 2006. Four meetings on housing needs were held as part of the preparation of the City's 2005-2007 Housing Element. The City's General Plan Advisory Committee also held public meetings to gather information on housing needs and concerns, and the information collected on these needs has been incorporated into this Consolidated Plan.

Opportunities for additional public input for the Consolidated Plan are available during the public review period from April 14 to May 14, 2006. The City will also hold a public hearing before City Council prior to adoption of the Consolidated Plan.

CONSULTATION

Along with City staff and department directors, a number of housing, community, and social service providers and public agencies were consulted for input on the preparation of the Plan. These organizations included the following:

- Sacramento Housing Alliance;

- Sacramento Housing and Redevelopment Agency;
- Sacramento Human Rights/Fair Housing Commission;
- County Department of Human Assistance;
- County Department of Health and Human Services; and
- Local social service providers.

DATA SOURCES

A number of data sources were used for preparation of the Consolidated Plan, including the following:

- Draft City of Rancho Cordova General Plan;
- Draft City of Rancho Cordova 2005-2007 Housing Element;
- U.S. Census, 1990 and 2000;
- State Department of Finance;
- Employment Development Department;
- US Department of Housing and Urban Development;
- Various City departments; and
- Local service providers.

INCOME DEFINITIONS

It is important to note that the income definitions used by HUD for Consolidated Plans are different than those used in other documents, such as the City's Housing Element, which uses State definitions for very low- and low-income rather than HUD's definition. Table 1-2 shows the correspondence between the income levels used in the Consolidated Plan, which is part of the federal CDBG program, and the Housing Element.

I. INTRODUCTION

Those persons or households with an income less than 80 percent of the area median income (AMI) fall within the "target income" for purposes of the goals, policies, and programs of the Consolidated Plan. The target income corresponds to the federal low- and moderate-income categories and the State (Housing Element) very low- and low-income categories, as shown in Table 1-2. The low- and moderate-income designation used in this Consolidated Plan is the same as the very low- and low-income designation used in the Housing Element.

TABLE 1-2
INCOME DEFINITIONS

Income (% AMI)[1]	Federal CDBG	Housing Element
0-30%	Extremely Low	Very Low
31-50%	Low	
51-80%	Moderate	Low
81-95%	Middle	Moderate
81-120%	N/A	
95%+	Upper	Above Moderate
120%+	N/A	

Note 1: Refers to percent of Area Median Income (AMI).
Source: HUD, 2006, and HCD 2006/

In addition, census block groups where 51 percent or more of all households have incomes less than 80 percent AMI are referred to as CDBG target areas for purposes of the CDBG program.

RESOURCES FOR ADDITIONAL INFORMATION

This Consolidated Plan contains a summary of housing and community development needs. For more detailed information, please refer to the following reference documents (listed by subject area), which are available to the public at the planning counter at Rancho Cordova City Hall.

Housing Needs: 2005-2007 Draft Rancho Cordova Housing Element

I. INTRODUCTION

Demographic and Housing Market Analysis: 2005-2007 Draft Rancho Cordova Housing Element

Public Housing: refer to Sacramento Housing and Redevelopment Agency (www.shra.org) and the County's Consolidated Plan (www.shra.org/Content/CommunityDevelopment/CDBG/CDBGToc.htm) or SHRA's Housing Authority Annual Plan (www.shra.org/Content/Housing/HousingAuthority.htm)

Section 8 Program: refer to SHRA's Housing Authority link (www.shra.org/Content/Housing/HousingAuthority.htm)

Homeless Needs: Sacramento Cities and County Board on Homelessness (http://www.dhaweb.saccounty.net/Homeless/)

Community Services: The following resources contain information about services available in Rancho Cordova and throughout the region.

Community Services Planning Council's Community Services Directory (www.communitycouncil.org) and Infoline (916-498-1000)

Folsom Cordova School Foundation (916) 861-0611

Cordova Recreation and Park Districts (916) 362-1841

Fair Housing: The Sacramento County Analysis of Impediments to Fair Housing Choice (AI). Contact SHRA.

II. COMMUNITY NEEDS

COMMUNITY NEEDS

The community needs section of the Consolidated Plan provides a brief community profile that addresses physical, social, economic, and demographic trends. This section serves as the basis for determining the housing and community development needs within Rancho Cordova. More detailed information is provided in the City's Housing Element and other resources, as listed in the introduction.

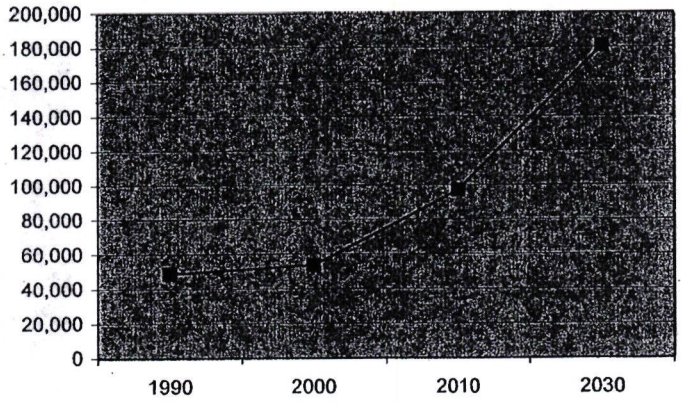
DEMOGRAPHIC PROFILE

The following information provides a profile of the population, age, and racial/ethnic composition of Rancho Cordova, as well as anticipated changes.

Population

- As of 2000, the City's population was 53,605.
- Between 1990 and 2000, population increased 4 percent.
- Population is expected to grow to 97,054 by 2010 and 180,986 by 2030.

FIGURE 2-1
POPULATION GROWTH



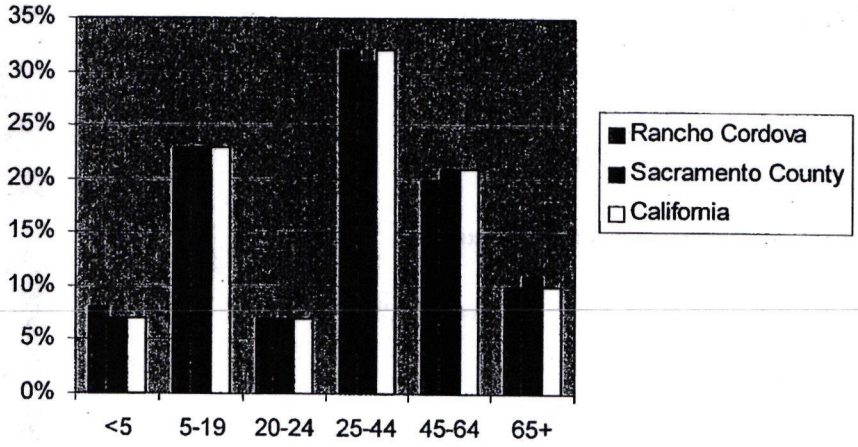
Source: U.S. Census and City of Rancho Cordova PLACE³S Growth Projections

II. COMMUNITY NEEDS

Age

- Median age in Rancho Cordova is 31 years, as compared to 33 for the County.
- Youth (under age 18) account for 31 percent of the population.
- Ten percent of the population is seniors (age 65 or over).
- The largest population segment (16 percent) is middle age adults (25-34 years old).

FIGURE 2-2
AGE



Source: U.S. Census

Race/Ethnicity

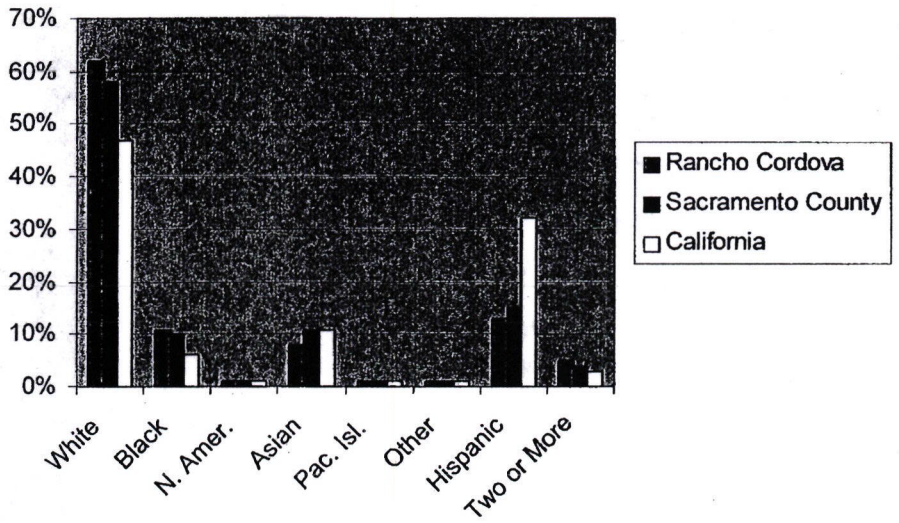
Racial composition of Rancho Cordova in 2000 is listed below (refer to Figure 2-3):

- White 62%
- African American 11%
- American Indian and Alaska Native 1%
- Asian 8%
- Native Hawaiian or Pacific Islander <1%
- Other <1%

- Two or More Races 5%
- Hispanic Origin 13%

Figures 2-4 through 2-6 show the areas of racial concentration in Rancho Cordova.

FIGURE 2-3
RACE



Source: U.S. Census

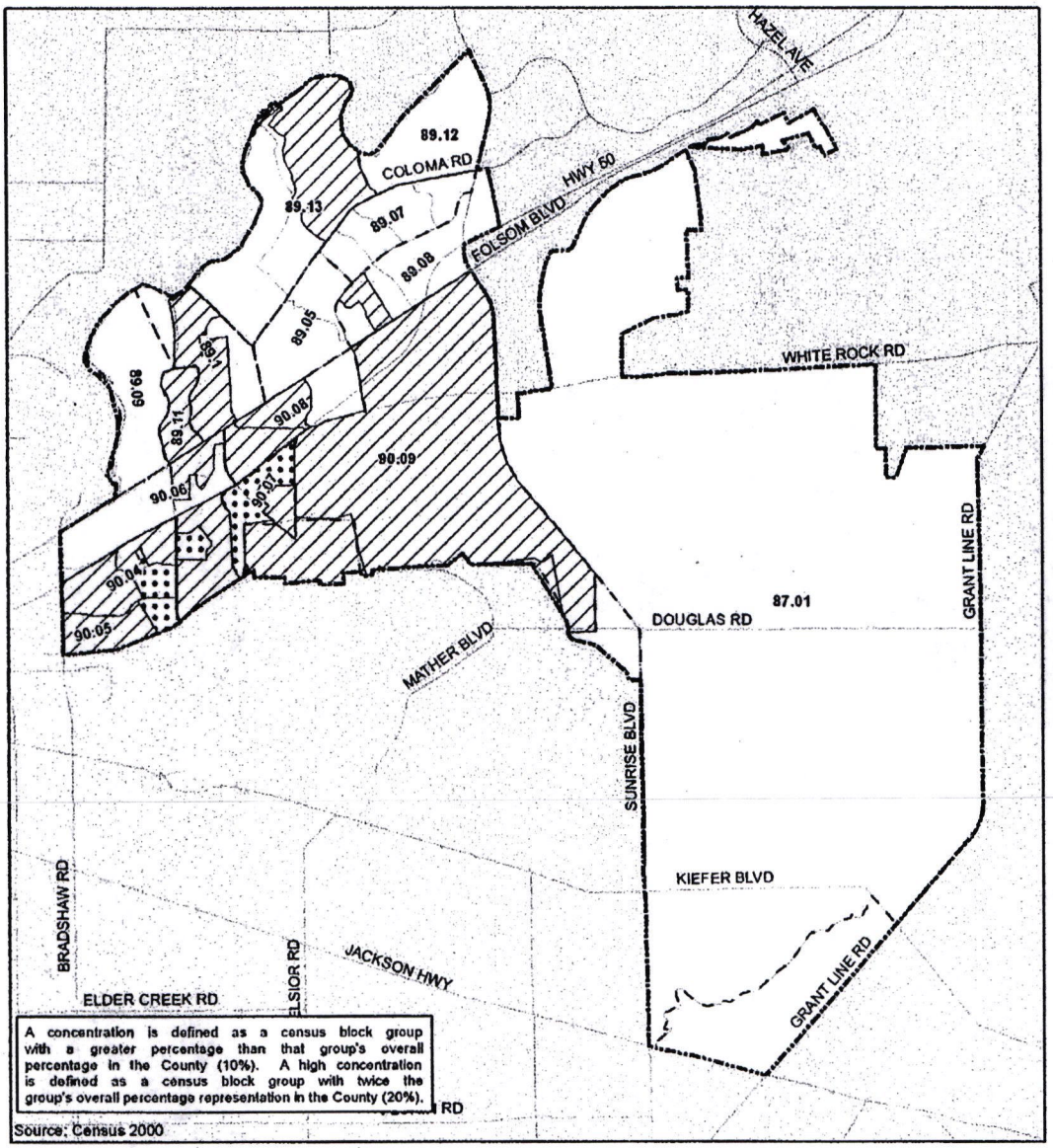


Figure 2-4
Areas of African-American Concentration

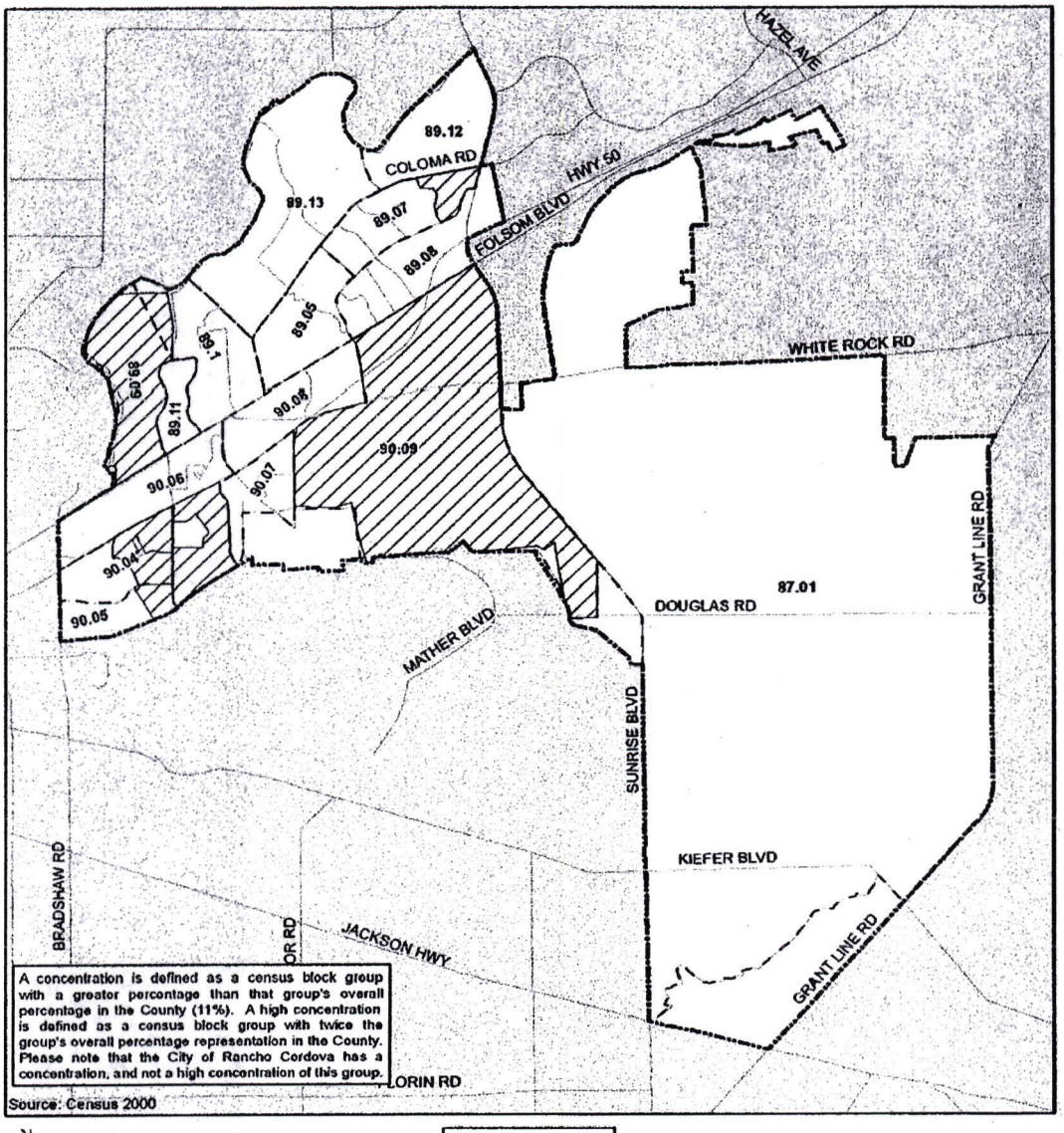


Figure 2-5
Areas of Asian Concentration

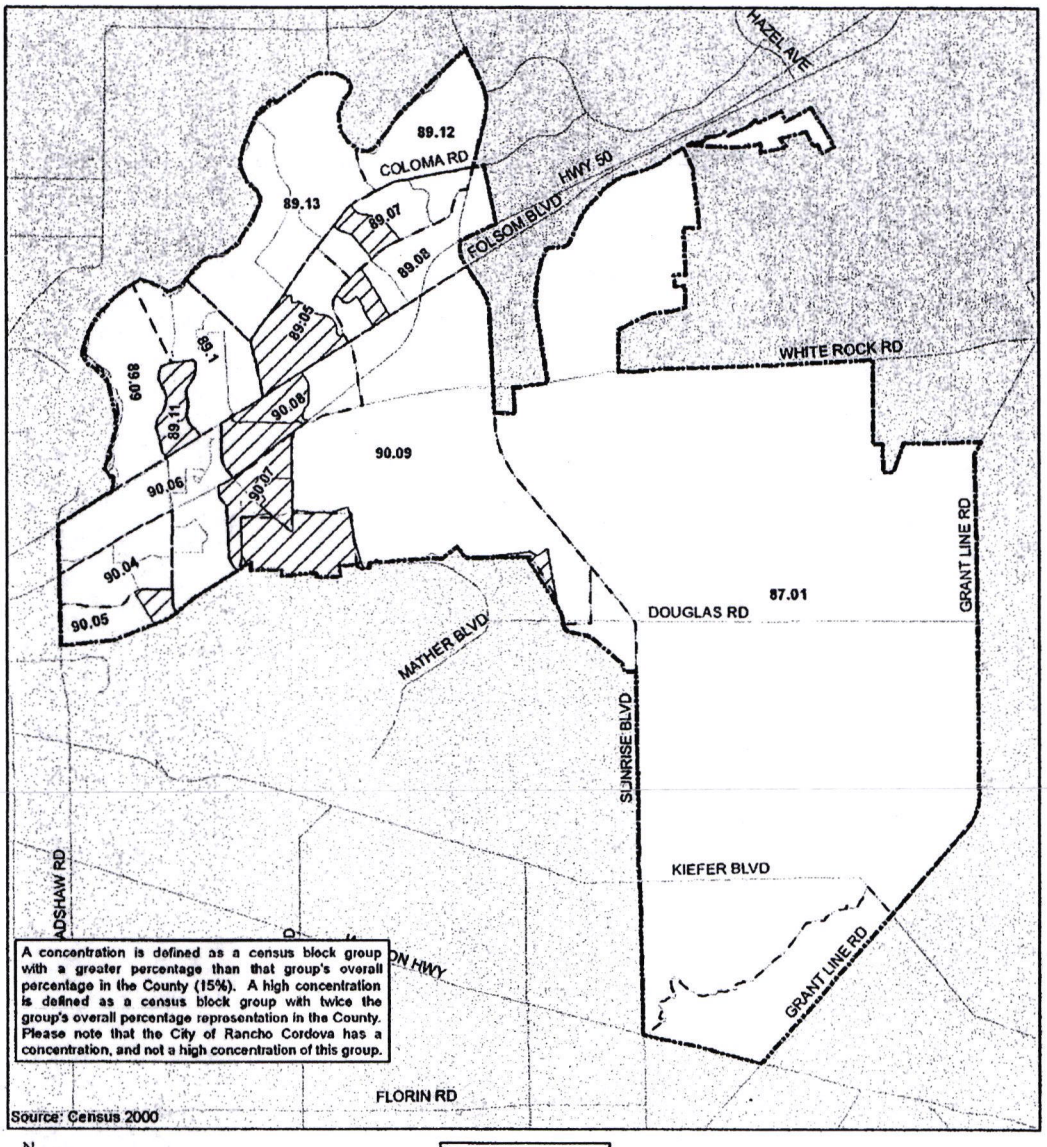


Figure 2-6
Areas of Hispanic Origin Concentration

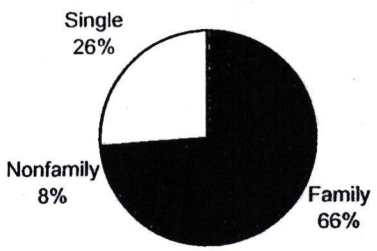
II. COMMUNITY NEEDS

HOUSEHOLD PROFILE

The type, size, and composition of a household can affect the type of housing and services that are needed. In Rancho Cordova, most households consist of families.

- In 2000, Rancho Cordova had 19,918 households.
- By 2010, the number of households in Rancho Cordova will increase to approximately 37,416.
- Average household size was 2.68 persons in 2000.
- 13,168 households, or 66 percent, are families.
- Of these family households:
  - 44 percent are married;
  - 34 percent are single-parent families; and
  - 21 percent have children under age 18.
- 26 percent of all households are single persons living alone.
- 20 percent of all households have a member age 65 or older.
- 38 percent of all households have children under 18.

FIGURE 2-7
HOUSEHOLD TYPE



Source: U.S. Census

II. COMMUNITY NEEDS

SPECIAL NEEDS POPULATION

Certain groups may have more difficulty finding housing and may require specialized services or assistance. Due to their special circumstances, they are more likely to have low or moderate incomes. These groups include the elderly, frail elderly, persons with disabilities, large households, female-headed households, persons with substance abuse problems, the homeless, victims of domestic violence, and persons with HIV/AIDS.

While some providers, such as the County Department of Human Assistance (DHA), have offices in Rancho Cordova, most service providers are located in Sacramento. Infoline, a regional telephone referral service, and the Community Services Directory (which identifies service providers in the Sacramento area) offer a comprehensive listing of services in the County.

Elderly and Frail Elderly

- 5,265 persons in Rancho Cordova were age 65 or over in 2000.
- Seniors represent 10 percent of the population.
- 19 percent of elderly rent their homes.
- 81 percent of elderly own their homes.
- 4,408 seniors, or 84 percent of seniors, have a disability.
- There are eight licensed residential care facilities providing 186 beds for the elderly and frail elderly in Rancho Cordova.
- Coloma Woods (28 one-bedroom units) is the only age-restricted complex for seniors ages 62 and older within Rancho Cordova.
- Mobile County Club is the only age-restricted mobile home park within Rancho Cordova. There are 480 lots and typically no vacancies.
- Service providers identified lack of knowledge of available programs (e.g. emergency repair grants, elder abuse help), insufficient income, and the need for shelter and food banks as primary barriers to housing and services for the elderly.

II. COMMUNITY NEEDS

Persons with Disabilities

Disability data is provided for persons ages five or over in the 2000 Census.

- 18,273 persons in Rancho Cordova, or 34 percent of the total population, have a disability.
- Of the total number of disabilities:
  - 25 percent are physical disabilities.
  - 10 percent are sensory disabilities.
  - 15 percent are mental disabilities.
  - 8 percent have self-care disabilities.
  - 19 percent are disabilities that prevent the person from going outside their home.
  - 23 percent are disabilities that affect a person's employment
- Service providers identified transportation, costs of housing/services, and knowledge of services as the primary issues limiting access to supportive services and housing for the disabled.

Large Households

- 13 percent (2,525) of all households in Rancho Cordova have more than five persons.
- 38 percent (953) of large households own their home.
- 62 percent (1,574 households) are renters.
- 76 percent (7,802) of the owner-occupied housing units have three or more bedrooms.
- 24 percent (2,517) of rental housing units have three or more bedrooms.
- There is a shortage of adequately-sized and/or affordable units for target-income large households.

II. COMMUNITY NEEDS

Single Parent Households

- 13 percent (2,656) of all Rancho Cordova households are headed by single parents with children.
- 75 percent (2,310) of those households are headed by women.
- 34 percent (781) of female-headed households live in poverty.

Alcohol/Other Drug Abuse

The Sacramento County Alcohol and Drug Services Division reported the following admittance to their countywide drug and alcohol and treatment centers for 2005:

- 7,621 persons countywide; and
- 276 persons from Rancho Cordova.

In addition, the National Center for Health Statistics (NCHS) provided the following information:

- 32 percent of Americans abuse alcohol (NCHS 2003).
- 8 percent use illegal drugs (NCHS 2003):
  - 6 percent use marijuana; and
  - 2 percent use psychotherapeutic drugs.

Persons with HIV/AIDS

There have been 3,647 reported HIV/AIDS cases within the County of Sacramento between 2000 and 2005. The primary organizations that assist this segment of the population are the Sacramento County Health and Human Services Department (HIV/AIDS Education and Prevention Program) and the CARES organization. Their target population includes gay males, substance abusers, high-risk women of childbearing age, non-gay/bisexual men, and youths.

- 602 HIV/AIDS cases were reported in Rancho Cordova between 2000 and 2005.
- 3,075 persons are living with HIV/AIDS in Sacramento County.

II. COMMUNITY NEEDS

Victims of Domestic Violence

Women Escaping a Violent Environment (WEAVE) is the primary organization providing residents of Rancho Cordova with domestic violence assistance. In 2005-2006, WEAVE provided assistance to 41,716 people, offering one-on-one counseling, technical assistance, and crisis phone line assistance throughout Sacramento County.

- In 2005-2005 1,312 persons in Rancho Cordova received domestic violence assistance from WEAVE.
- 24 percent of women report being physically or verbally abused in their lifetime (Bureau of Justice Statistics Crime Data, 2003).
- Only about 1 in 7 of all domestic assaults come to the attention of the police (Bureau of Justice Statistics Crime Data, 2003).

Persons on Public Assistance

Public assistance programs of the Sacramento County, Department of Human Assistance and Department of Health and Human Services provided services to the residents of Rancho Cordova as follows:

- CalWORKs (California Work Opportunity and Responsibility to Kids): 1,278
- GAFS (General Assistance and Food Stamps): 1,626
- WIC (Special Supplemental Nutrition Program for Women, Infants, and Children): 3,7000
- Foster Care: 26
- KinGap (Kinship Guardianship Assistance Payment Program): 26

INCOME PROFILE

Income is the most important factor affecting a household's access to housing and services. For purposes of the Consolidated Plan, HUD defines income levels, which are based on the area median household income (AMI), as shown in Table 2-1.

II. COMMUNITY NEEDS

TABLE 2-1
CONSOLIDATED PLAN INCOME LEVELS

Income Level	% AMI	Income
Extremely Low	0-30%	$19,600
Very Low	31-51%	$19,601 - $32,700
Moderate	51-80%	$32,701 - $52,300

Source: Median family income for a household of four; HUD, 2006.

Figure 2-8 shows the CDBG target areas in Rancho Cordova, where CDBG funds may be used on an areawide basis. CDBG funds may also be used to assist target-income (0-80% AMI) households throughout the City.

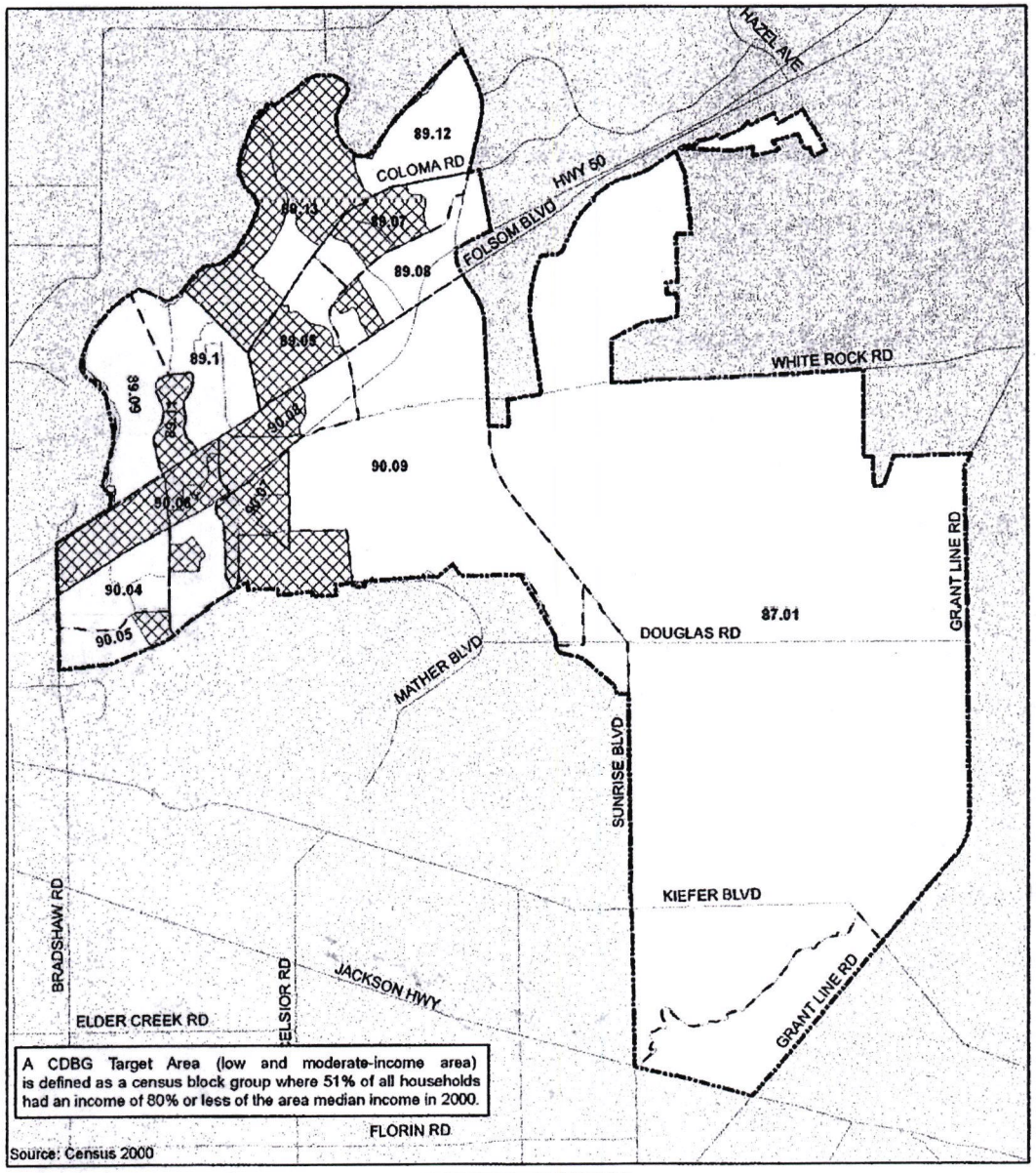


Figure 2-8
CDBG Target Areas

II. COMMUNITY NEEDS

The following are summary income statistics for Rancho Cordova:

- Median income for Rancho Cordova was slightly lower than Sacramento County.
- Median household income was $43,341 for Rancho Cordova in 2000.
- Median household income was $43,819 for Sacramento County during the same time period.
- In 2000, 16 percent of Rancho Cordova residents lived below the poverty line.
- Approximately 34 percent female-headed households with children under 18 live in poverty.
- 24 percent of children under 18 live in poverty.

EDUCATION/ECONOMIC PROFILE

Education level and economic opportunities play a critical role in determining the income level of a household.

Education Profile

In Rancho Cordova, educational attainment of person aged 25 years and over is as follows:

- 16 percent have not competed high school.
- 27 percent are high school graduates.
- 16 percent have a high school education (no diploma) or less.
- 29 percent of residents have attended some college but have no degree.
- 23 percent have a college degree (includes Associate and Bachelor's degrees).
- 5 percent have a professional/graduate degree.

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II. COMMUNITY NEEDS

Economic Profile

Employment statistics referred to below pertain to persons ages 16 and over residing in Rancho Cordova.

- 26,365 jobs were held in Rancho Cordova in 2000.
- By 2010, the number of jobs is expected to grow to 50,171.

HOMELESS NEEDS

Individuals or families that are homeless have a variety of special needs, including emergency shelter, counseling, job training, transitional housing, and permanent supportive housing, among other needs. Though detailed information on the homeless population in Rancho Cordova is not available, Table 2-2 provides an estimate of the local homeless population and gaps in homeless services and facilities in the City.

- The 2000 Census suggests that approximately 16 percent of Rancho Cordova's population is living below the poverty line (8,452 persons), and about 24 percent are under 18 years of age.
- In May of 2005, the Rancho Cordova Police Department surveyed homeless individuals and encampments throughout the City and identified 56 homeless camps and 172 homeless persons residing in these camps.
- The Rancho Cordova Neighborhood Center and County homeless shelters indicate that the number of homeless persons in the County who consider Rancho Cordova their place of origin is estimated to be between 70 to 90 persons.
- Emergency food, clothing, and shelter services are provided to lower-income persons and the homeless in Rancho Cordova by the following agencies:
  - Al Ramos Homeless Ministry;
  - River City Community Homeless and Homeless Project;
  - Laverne Adolpho Housing;
  - Salvation Army;
  - St. John's Shelter;

- St. Francis House; and
- Cordova Community Food Locker.

- The Mather Community Campus in Rancho Cordova is a transitional housing project that provides housing, job training, and employment to individuals and families on the former Mather Field Air Force Base. The Mather Community Campus has permission to house up to 200 single and 55 families. Currently, there are 160 singles and 30 families with children residing there.

TABLE 2-2
PRIORITY HOMELESS NEEDS

Homeless Category		Estimated Need	Current Inventory	Unmet Need/Gap
Individuals				
Beds	Emergency Shelter	17	0	17
	Transitional Housing	18	160[1]	0
	Permanent Support Housing	38	0	38
	Total	73	160	55
Persons in Families with Children				
Beds	Emergency Shelter	12	0	12
	Transitional Housing	14	30[1]	0
	Permanent Support Housing	42	0	42
	Total	**68**	**30**	**54**
Sub-Population	Chronic Substance Abuse	12	0	12
	Seriously Mentally Ill	9	0	9
	Dually Diagnosed	7	0	7
	Veterans	20	0	20
	Persons with HIV/AIDS	7	0	7
	Victims of Domestic Violence	80	50	30
	Youth	55	0	55

Note: Methodology is based on Rancho Cordova's estimated percentage of Sacramento County's homeless population (172/4,106 =4%) which was applied to the County's Continuum of Care Gaps Analysis, 2004 and then adjusted with information received from local service providers. The current inventory of emergency shelter identifies a range of available beds, which varies annually with available funding. Total number of homeless is based on estimates from local service providers and is not based on an actual survey of homeless in the community.

Sources: Sacramento County Department of Human Assistance, Continuum of Care, 2004.

[1] The Mather Community Campus houses 160 singles and 30 families with children.

II. COMMUNITY NEEDS

HOUSING MARKET PROFILE

With high housing costs throughout the region, affordable housing is a major need for target-income households. The following discussion identifies housing characteristics, trends, and needs in Rancho Cordova. Additional information is available in the City's Housing Element.

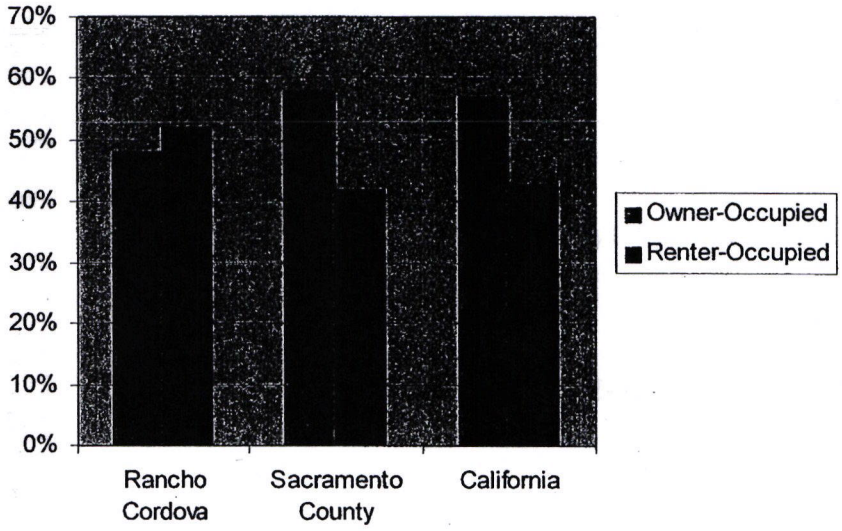
Housing Growth

- In 2000, Rancho Cordova had 21,617 housing units.
- By September 2004, an additional 2,473 housing units had been built or permitted.

Housing Type, Tenure, and Vacancy Rate

- 48 percent of units are owner-occupied (Figure 2-9).
- 52 percent of units are renter-occupied.
- Housing types in Rancho Cordova:
  - Single-family detached 49%
  - Single-family attached 9%
  - Multi-family units 33%
  - Duplexes 3%
  - Mobile homes 6%
- Vacancy rate in 2000:
  - Owner-occupied units 2.2%
  - Renter-occupied units 3.8%

FIGURE 2-9
HOUSING TENURE



Source: U.S. Census

Age and Condition

- Approximately 11 percent of housing units were built between 1989 and 2000.
- A housing condition survey of over 10,926 units in Rancho Cordova revealed the following:
  - 1 percent (115 units) of the units surveyed were in good to excellent condition.
  - 54 percent (5,905 units) were in generally good condition, with some deficiencies.
  - 42 percent (4,617 units) had extensive physical deficiencies.
  - 3 percent (289 units) had very extensive physical deficiencies and need to be replaced.

Lead-Based Paint Hazards

Lead-based paint in residential units can pose severe health risks for children. California requires public health agencies to identify children at risk of lead poisoning and requires that all children up to six years of age be evaluated.

II. COMMUNITY NEEDS

HUD provides a general formula to estimate the potential presence of lead-based paint (LBP) in housing built before this type of paint was banned for residential use, in 1979. The estimates for Rancho Cordova are show in Table 2-3.

TABLE 2-3
ESTIMATE OF UNITS WITH LEAD-BASED PAINT

Year Built	#HH at <80% AMI	Estimated % of Units with LBP	HH at <80% in LBP Units*
Ownership Units			
Pre-1940	13	90%	11
1940-59	567	80%	453
1960-79	1,642	62%	1,018
Total	2,222		1,482
Rental Units			
Pre-1940	25	90%	22
1940-59	674	80%	539
1960-79	3,001	62%	1,860
Total	3,700	--	2,421

Note: Used 80 percent of median income figure for Rancho Cordova CDP. Based on this information 31 percent of owner households and 55 percent of renter households had incomes less than 80 percent of the area median. These percentages were applied to the tenure by age of structure table (H36) to determine possible LBP units.

Source: U.S. Census, 2000: Tables H36, HCT11, and DP-3.

Housing Costs

- Median home price in Rancho Cordova in 2005 was $386,500.
- Median rent by bedroom size for single-family homes in Rancho Cordova was:
  - Two-bedroom: $980
  - Three-bedroom: $1,301
  - Four-bedroom: $1,839
- Median rent by bedroom size for apartment in Rancho Cordova was:
  - Studio: $550

- One-bedroom: $665
- Two-bedroom: $765
- Three-bedroom: $875

Affordability

- Table 2-4 summarizes housing units by the price/rent of the units and quality compared with the units' size.
- Table 2-5 summarizes households by income, housing cost burden, and other problems.
- Comparing the number of households by income (Table 2-5) with the affordability of units (Table 2-4) shows that rents are not affordable to extremely low- and low-income households:
  - The 2,026 rental households earning less than 30 percent of AMI grossly outnumber the total rental units available at affordable rents in Rancho Cordova.
  - The 1,863 rental households earning 30 to 50 percent of AMI outnumber the total rental units available at affordable rents in Rancho Cordova.
- Single-family home prices are not affordable to target-income households.
- A moderate-income (51 to 80 percent of AMI) four-person household can afford a home of approximately $256,410.
- A low-income household of four can afford a rent of $1,412 per month.
- Low-income and many moderate-income households may need assistance in order to afford housing in the community.

TABLE 2-4
HOUSING AFFORDABILITY BY UNIT FOR OWNER AND RENTER HOUSEHOLDS

Rental Units by Affordability	Renter Units by # of bedrooms 0-1	2	3+	Total	Owned/For Sale Units by Affordability	Owned/For Sale Units by # of Bedrooms 0-1	2	3+	Total
Units Affordable to Extremely Low-Income Households					**Units Affordable to Extremely Low-Income Households**				
# occupied units	360	260	210	830	# occupied units	N/A	N/A	N/A	N/A
% occupants extremely low-income	88.9	23.1	26.2	52.4	% occupants extremely low-income	N/A	N/A	N/A	N/A
% experiencing some problems	70.8	23.1	16.7	42.2	% experiencing some problem	N/A	N/A	N/A	N/A
# vacant units for rent	10	10	0	20	# vacant for sale	N/A	N/A	N/A	N/A
Units Affordable to Very Low-Income Households					**Units Affordable to Very Low-Income Households**				
# occupied units	985	1,535	490	3,010	# occupied units	157	850	645	1,652
% occupants extremely low-income	61.4	53.1	38.8	53.5	% occupants extremely low-income	63.7	34.1	18.6	30.9
% experiencing some problems	63.5	60.3	46.9	59.1	% experiencing some problems	31.8	15.9	7.0	13.9
# vacant units for rent	70	125	20	215	# vacant units for rent	30	20	0	50
Units Affordable to Low-Income Households					**Units Affordable to Low-Income Households**				
# occupied units	1,980	2,390	1,755	6,125	# occupied units	334	339	4,950	5,572
% occupants extremely low-income	55.6	47.7	42.2	48.7	% occupants extremely low-income	75.8	52.6	29.6	32.2
% experiencing some problems	50.5	39.3	39.9	43.1	% experiencing some problems	12.0	3.4	1.5	1.6
# vacant units for rent	0	75	100	20	195	# vacant units for rent	0	15	90	105
Units Affordable to Moderate-Income Households					**Units Affordable to Moderate-Income Households**				
# occupied units	265	100	90	455	# occupied units	111	243	2,303	2,657
# vacant for rent	0	0	0	0	# vacant for sale	0	4	80	84

Source: HUD CHAS Tables, 2000 Rancho Cordova CDP, Census Data

Definitions:

Some problem: overcrowding and/or without complete kitchen or plumbing facilities.

TABLE 2-5
RENTER AND OWNER-OCCUPIED HOUSEHOLDS BY TYPE, INCOME, AND HOUSING PROBLEM

Household by Income, Cost Burden and Housing Problem	Renter Households					Owner Households					
	Elderly (1 & 2 persons)	Small Related (2 to 4)	Large Related (5 or more)	All Other	Total Renters	Elderly (1 & 2 persons)	Small Related (2 to 4)	Large Related (5 or more)	All Other	Total Owners	Total
Extremely Low Household Income	166	895	335	630	2,026	389	169	58	85	701	2,727
% with any housing problems	66.9	94.6	100.0	77.8	86.7	68.1	82.2	100.0	54.1	74.0	82.3
% with Cost Burden	66.9	89.4	94.0	74.6	83.7	68.0	57.9	100.0	54.1	70.5	80
% with Extreme Cost Burden	41.0	69.3	41.8	69.0	62.5	47.6	71.0	100.0	54.8	58.1	61.2
Very Low Household Income	219	765	414	465	1,863	309	217	107	95	728	2,591
% with any housing problems	93.6	75.8	92.8	76.3	81.8	40.1	68.2	92.5	63.2	59.2	75.5
% with Cost Burden	93.6	70.6	56.5	76.3	71.6	40.1	66.4	88.8	63.2	58.1	67.8
% with Extreme Cost Burden	20.5	9.8	1.0	30.1	14.2	16.2	36.9	28.0	10.5	23.4	16.8
Low Household Income	179	949	370	795	2,293	625	645	220	295	1,785	4,078
% with any housing problems	38.5	43.1	78.4	47.8	50.1	32.4	44.3	77.3	44.8	42.3	47.4
% with Cost Burden	38.5	25.1	13.5	42.1	29.4	32.4	42.2	52.3	44.1	39.2	35
% with Extreme Cost Burden	0.0	1.1	0.0	3.1	1.5	5.6	15.5	0.0	6.8	8.7	5.1
Moderate & Above Household Income	225	2,029	424	1,540	4,218	1,305	3,404	574	1,310	6,593	10,811
% with any housing problems	4.4	11.8	61.3	3.6	13.4	8.0	11.6	33.1	20.2	14.5	14.0
% with Cost Burden	4.4	0.2	0.0	0.6	0.6	7.3	10.4	13.1	19.1	11.7	7.4
% with Extreme Cost Burden	0.0	0.0	0.0	0.0	0.0	0.8	0.0	0.0	1.1	0.4	0.2
Total Households	789	4,638	1,543	3,430	10,400	2,628	4,435	960	1,855	9,873	20,273
Total % with any housing problems	50.1	44.2	82.2	57.3	48.9	27.0	24.7	55.0	32.6	29.3	38.7
Total % with Cost Burden	50.1	33.7	38.3	64.1	45.3	26.6	29.4	55.0	32.3	27.1	35.7
Total % with Extreme Cost Burden	14.3	15.2	9.3	17.5	15.0	10.7	6.8	8.3	8.6	8.1	11.1

Source: HUD CHAS Tables, Rancho Cordova CDP, 2000 Census Data

Definitions:

Any housing problems: cost burden of shelter greater than 30 percent of income, overcrowding, and/or without complete kitchen or plumbing facilities

Cost burden: household expends more than 30 percent of their income for shelter

Extremely cost burdened: household expends more than 50 percent of their income for shelter.

II. COMMUNITY NEEDS

Overpayment

According to HUD, a household that pays more than 30 percent of its income on housing is defined as having a housing cost burden (overpayment). Overpayment is a concern for target-income households since they may be forced to live in overcrowded situations or cut other necessary expenditures, such as health care, in order to afford housing.

- 28 percent of owners paid more than 30 percent of their income on housing.
- 37 percent of renters paid more than 30 percent of their income on housing.
- 80 percent of households earning between $10,000 and $20,000 had a housing cost burden.
- 21 percent of households earning between $35,000 and $50,000 had a housing cost burden.
- Lack of affordable entry-level housing is one factor that may contribute to high housing cost burden among target-income households.

Overcrowding

Overcrowding is defined by the Census as more than one person per room, excluding kitchen, porches, bathrooms, and hallways. Though overcrowding is relatively low in Rancho Cordova, renters experience more overcrowding than owners.

- Owner households: 4%
- Renter households: 19%
- All households: 11%

Public and Assisted Housing

- The City does not own or operate any public or assisted housing.
- An inventory of assisted projects is included in the City's 2005-2007 Housing Element.
- A listing of SHRA-owned public and assisted multi-family rental housing in available at SHRA's web-site (www.shra.org/webreports/affhousing/listing.php).

II. COMMUNITY NEEDS

Tenant-Based Housing (Section 8) Assistance

- Housing Choice (Section 8) Voucher Program provides portable vouchers that assist low-income households with housing costs.
- 364 households currently receive housing choice vouchers in Rancho Cordova.

Barriers to Affordable Housing

The City's 2005-2007 Housing Element identifies potential barriers or constraints to the development of affordable housing. These include the following:

- Availability of funding for affordable housing; and
- High cost of housing.

HOUSING NEEDS

The City has determined that it has a variety of housing needs, including the following:

- Entry-level affordable housing;
- A variety of housing types;
- Rehabilitation assistance; and
- First-time homebuyer assistance.

FAIR HOUSING

Fair housing is crucial to ensuring that persons of like income levels have equal access to housing. HUD requires that jurisdictions receiving federal funds commit to affirmatively furthering fair housing. A key part of achieving this goal is the preparation of an Analysis of Impediments to Fair Housing Choice (AI). As part of the County, the Sacramento County AI, completed in November 2004, covers Rancho Cordova.

The AI identified the following issues in the unincorporated county (of which Rancho Cordova was considered a part):

- Need for more equality in banking and lending practices;

- Need for fair housing information to be provided in additional languages;
- Need for additional affordable multi-family units; and
- Need for removal of potential constraints to housing for persons with disabilities.

Several of the identified issues are addressed in detail in the City's 2005-2007 Housing Element. Efforts are underway to reduce these impediments, and these efforts include developing regulatory incentives for affordable housing, rezoning of sites to higher density, and using affordable housing fees to assist in the development of housing.

COMMUNITY DEVELOPMENT NEEDS

Community development covers such areas as public facilities, infrastructure, and economic development. While these provide the foundation for a successful community, CDBG target areas (low- and moderate-income areas) often have greater needs than the rest of the community. Community development needs were developed based on consultation with staff. Additional input was provided by residents and service providers at local workshops.

Housing Needs

- Rehabilitation of single-family homes
- Emergency or short-term repair program for single-family homes and mobile homes
- Rental inspection program to identify code violations in units where occupants are unlikely to report the violations

Economic Development Needs

- Creating and maintaining a business attraction and retention program to encourage small businesses to locate in the City

Public Service and Facility Needs

- Senior services
- Youth services, especially for underperforming youth
- Neighborhood revitalization services, such as community-building
- Public safety services, such as increased policing

- Neighborhood center where multiple services are available to residents
- Education about affordable housing
- Housing counseling for homeless and at-risk homeless households
- Fair housing and tenant counseling services
- Park improvements

Accessibility Improvements

- Accessibility improvements at some public facilities

III. STRATEGIC PLAN

STRATEGIC PLAN

The Strategic Plan outlines how the City will address the community's housing and community development needs over the next five years. The priority needs, goals, and objectives were determined by City staff with input from meetings and community workshops, as well as discussions with area service providers.

The goals, objectives, and programs are designed to assist those households with incomes less than 80 percent of the area median income (AMI). This group is referred to as the "target-income" group. Areas with 51 percent or more of households with incomes less than 80 percent AMI are designated as CDBG target areas (refer to Figure 2-8).

CONSOLIDATED PLAN PRINCIPLES

The goals and objectives in the Rancho Cordova 2006-2011 Consolidated Plan are built upon the following set of overall guiding principles, which provided a framework for the development of the Consolidated Plan.

- **Assist**: Develop comprehensive strategies to support and assist those in need in the community.
- **Involve**: Involve the community and provide opportunities for citizen participation in the Consolidated Plan process and the preparation of the documents.
- **Collaborate**: Encourage collaboration with and between public, private, and non-profit agencies in order to ensure the efficient and effective provision of services.
- **Leverage**: Leverage CDBG funds and local resources to maximize the effectiveness of programs and services.

PRIORITY NEEDS DETERMINATION

Community needs were determined through consultation with City staff, attendees at community workshops, and local service providers. Key factors affecting the determination of the five-year priorities included: 1) the types of target-income households with greatest need for assistance; 2) those activities that will best address their needs; and 3) the limited amount of funding available to meet those needs.

The priority ranking system for housing and community development needs is as follows:

III. STRATEGIC PLAN

- **High Priority**: Activities assigned high priorities are expected to be funded during the five-year period.

- **Medium Priority**: As funds are available, activities that are designated medium priority are expected to be funded.

- **Low Priority**: Activities assigned low priorities are not expected to be funded during the five-year period. The City may support applications for public assistance by other agencies if those activities conform to the Consolidated Plan.

- **No Such Need**: The City has determined that there is no need for these activities in the community. Funding will not be provided and applications by other agencies will not be supported.

For the five-year Consolidated Plan period, Tables 3-1, 3-2, and 3-3 identify the priorities assigned to the housing and community development activities anticipated to occur during the Consolidated Plan period.

Availability of Resources

The Strategic Plan focuses on those activities funded through CDBG funds, which are provided to the City by HUD on an annual basis. Based on the City's annual allocation of $704,227 for the fiscal year 2006-07, the City is expected to receive approximately $3.5 million over the five-year Consolidated Plan period.

In addition to these funds, the City has other funds, such as the Very Low Income Housing Trust Fund, the Redevelopment Agency Low/Mod Housing Fund (set-aside funds), which may be used for affordable housing for target-income households. These are described in more detail in the Housing Element. Other funds that may be used to assist target-income households and areas as well as the rest of the community are identified in the City's General Plan and the Redevelopment Agency Implementation Plan.

HOUSING STRATEGY

The City's housing strategy is based on the priority needs and goals included in its 2005-2007 Housing Element, which provides an extensive analysis of needs, constraints, resources, and a five-year plan to facilitate the development of housing for target income households.

Housing Needs

Housing needs are discussed in Section 2 - Community Needs. Given the high cost of housing and the growing number of residents, the City needs to create affordable housing

opportunities. With respect to ownership housing, rehabilitation and emergency repair assistance for target-income homeowners are a high priority (refer to Table 3-1).

Table 3-1 estimates the number of target income households by tenure that will be assisted through the various housing programs identified in this Strategic Plan during the Consolidated Plan period.

TABLE 3-1
PRIORITY HOUSING NEEDS

	Household Type	Income Level	Priority	Goals
Renter	Small Related	0-30%	M	135
		31-50%	L	85
		51-80%	L	80
	Large Related	0-30%	H	95
		31-50%	H	85
		51-80%	M	75
	Elderly	0-30%	H	100
		31-50%	H	95
		51-80%	H	80
	All Other	0-30%	M	83
		31-50%	L	50
		51-80%	L	40
Owner	Small Related	0-30%	M	10
		31-50%	M	11
		51-80%	M	15
	Large Related	0-30%	H	10
		31-50%	M	5
		51-80%	M	5
	Elderly	0-30%	H	23
		31-50%	H	23
		51-80%	H	23
	All Other	0-30%	M	12
		31-50%	M	12
		51-80%	L	8
Special Needs		0-80%	H	65
Total Goals				1,225
Total 215 Renter Goals				442
Total 215 Owner Goals				221

Notes:

Goals are based on number of households anticipated to be assisted through housing activities such as housing rehabilitation, emergency repair, and rental inspection programs.

III. STRATEGIC PLAN

Section 215 Goals: Housing assistance that meets the definition of "affordable" in Section 215 of the National Affordable Housing Act. These definitions require a tenant, owner, pr purchaser to be low- or moderate-income (0-80% AMI) and set standards for rents, purchase price and housing values.

Housing Goals

The primary housing goals of the Consolidated Plan are as follows:

HS-1 Improve the quality of housing in Rancho Cordova, including both owner-occupied and rental housing.

HS-2 Sustain a livable community by identifying housing issues and working with property owners and local service providers to solve them.

The housing goals are based on the Citywide goals that were adopted by the City Council on March 20, 2006 and the City's Housing Element goals, which are as follows:

- Balance employment and housing (Goal H.1);
- Neighborhood preservation and rehabilitation (Goal H.2);
- Revitalize existing multi-family (Goal H.3);
- Encourage housing opportunities (Goal H.4);
- Promote homeownership (Goal H.5);
- Pursue sustainable design (Goal H.6); and
- Pursue housing resources (Goal H.7).

Housing Programs

Through its 2005-2007 Housing Element, the City has implemented or plans to implement a number of housing programs. These programs address sites for affordable housing, development of affordable housing, incentives for housing, the reduction of constraints affecting housing development, and funding affordable development. More detailed information on these programs is available in the City's Housing Element.

The following housing programs will be funded by the CDBG program and are designed to enhance the effectiveness of the City's housing goals for target-income residents.

Owner-Occupied Housing Rehabilitation Program

The owner-occupied housing rehabilitation program will concentrate on fully rehabilitating housing units, bringing each unit into compliance with local, state, and federal codes. The program will also serve as a valuable resource for households looking to abate lead-based paint issues. The program will offer low-interest and/or deferred loans to target-income homeowners.

Objective:	Decent Housing - Provide housing rehabilitation to target-income homeowners
Outcome Category:	Affordability for purpose of providing decent affordable housing
Output:	7 owner-occupied units rehabilitated or improved
Responsibility:	City Housing staff
Funding:	CDBG

Emergency Repair Program: Single-Family and Mobile Home

The emergency repair program is intended to make minor repairs related to health and safety hazards in low-income owner-occupied housing. The program is an inexpensive and efficient way to preserve the habitability of the affordable housing stock, including mobile homes.

Objective:	Decent Housing - Provide emergency repair grants to target-income homeowners
Outcome Category:	Affordability for purpose of providing decent affordable housing
Output:	67 owner-occupied units rehabilitated or improved; 38 mobile homes rehabilitated or improved
Responsibility:	City Housing staff
Funding:	CDBG

Home Repair Assistance Program

The home repair assistance program will provide funding to local volunteer organizations to make minor repairs and/or improvements to low-income owner-occupied housing. Funding will generally provide for materials and supplies, with labor provided by volunteers. The

program leverages volunteers and private donations in order to make small repairs that the City could not complete cost-effectively.

Objective:	Decent Housing - Provide minor repairs and/or improvements for target-income homeowners
Outcome Category:	Affordability for purpose of providing decent affordable housing
Output:	110 owner-occupied units rehabilitated or improved
Responsibility:	City Housing staff
Funding:	CDBG; leveraged funds from local service providers

Rental Housing Inspection Program

The rental housing inspection program will fund salary and benefits for a 0.5 full-time equivalent (FTE) code enforcement officer whose duties will include inspecting all of the rental units within the designated deteriorated area. The City has many rental units which are likely out of compliance with applicable codes, and this program, in coordination with public and private investment, will arrest the decline of the area by forcing rental property owners to improve their properties to a minimum standard.

Objective:	Suitable Living Environment - Require rental property owners to improve their properties to a minimum standard
Outcome Category:	Sustainability for the purpose of creating suitable living environments
Output:	1,003 target-income households assisted
Responsibility:	City Housing staff; City Code Enforcement staff
Funding:	CDBG

Downpayment Assistance Program

The City will establish a homeownership assistance program to assist target-income households with the purchase of a home. The program will provide low-interest loans to target-income households to assist with downpayment and closing costs.

Objective:	Decent Housing - Provide homeownership assistance to target-income households

III. STRATEGIC PLAN

Outcome Category:	Affordability for purpose of providing decent affordable housing
Output:	Direct financial assistance to homebuyers
Responsibility:	City Housing Staff
Funding:	HOME (Sacramento County HOME Consortium); Cal HOME; other funding sources as available

Permanent Supportive Housing

The Mather Community Campus in Rancho Cordova is a transitional housing project that provides housing, job training, and employment to individuals and families on the former Mather Field Air Force Base. Residents are referred either from emergency shelters or from residential substance abuse treatment facilities.

Objective:	Decent Housing - Provide housings, job training, and employment to individuals and families
Outcome Category:	Accessibility for purpose of providing decent affordable housing
Output:	Number of homeless persons given overnight shelter
Responsibility:	Sacramento County Department of Human Assistance and Sacramento Housing and Redevelopment Agency (SHRA)
Funding:	Sacramento County; SHRA

Affordable Housing Development

Using the City's Very Low Income Housing Trust Fund (VLIHTF), the City will assist with the development of housing affordable to target-income households.

Objective:	Decent Housing - Assist in the development of affordable housing units
Outcome Category:	Affordability for the purpose of providing decent affordable housing
Output:	New rental units constructed per project or activity
Responsibility:	City Housing Staff
Funding:	VLIHTF

III. STRATEGIC PLAN

Fair Housing Services

In order to ensure equal access and opportunity in housing, fair housing services will be provided to Rancho Cordova residents. These services may include casework, discrimination complaint investigation, education, and outreach.

Objective:	Suitable Living Environment - Provide fair housing services to residents
Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	Number of persons assisted
Responsibility:	City Housing Staff
Funding:	General Fund

HOMELESS STRATEGY

Though Rancho Cordova has a small homeless population when compared with that of the County, the loss of a job, a raise in rent, an eviction, or domestic violence can easily lead to homelessness for many low- and moderate-income individuals and families. Thus, the City has designated activities concentrated on homeless prevention as high priority.

Priority Homeless Needs

With a focus on homeless prevention, the City and local service providers have identified as key priorities for homeless assistance and prevention the provision of direct assistance (e.g., food and clothing), as well as supportive services, to help those potentially at risk of becoming homeless.

The Mather Community Campus in Rancho Cordova is a transitional housing project that provides housing, job training, and employment to individuals and families on the former Mather Field Air Force Base. Residents are referred either from emergency shelters or from residential substance abuse treatment facilities. The Mather Community Campus has permission to house up to 200 singles and 55 families. Singles are housed in studio units with a bedroom and bathroom, and they share a dining hall area for meals. The family housing contains a kitchen and bathroom, and can be converted to have anywhere from one to four bedrooms, although the most common configuration is three-bedroom units. Currently, the Mather Community Campus houses 160 singles and 30 families with children. The City will work with the Mather Community Campus as well as area service providers to address its share of the homeless need (refer to Table 2-2).

III. STRATEGIC PLAN

Homeless and Special Needs Summary

While the exact dollar amount necessary to address the needs of homeless and special needs population is currently unknown, Table 3-2 demonstrates planned funding for these groups over the next five years.

Programs to serve the homeless and special needs populations are mainly service programs, such as homelessness prevention, senior nutrition, domestic violence intervention, and substance abuse counseling. However, needs of these populations are also met through housing rehabilitation, emergency repair grants, public facility improvement, and other activities that service the general target-income population, but also provide benefit to the homeless and special needs groups.

TABLE 3-2
PRIORITIES FOR SPECIAL NEEDS POPULATION

Special Need Subpopulation[1]	Priority	Amount
Elderly	High	$75,000
Frail Elderly	High	$85,000
Persons with Alcohol/Other Drug Abuse	Medium	$10,000
Victims of Domestic Violence	Medium	$10,000
Homeless/At-Risk	Medium	$30,000
Developmentally Disabled	High	$25,000
Physically Disabled	High	$25,000
Severe Mental Illness	Medium	$15,000
Female-Headed Households[2]	High	$30,000
Persons with HIV/AIDS	Low	$5,000

Notes:

Subpopulations are not mutually exclusive. For example, health funds may be used to assist several groups.

Includes funding for childcare facility and services.

Funding amounts include services anticipated specifically for special needs populations, such as senior nutrition and domestic violence prevention as well as estimates of other programs, such as housing rehabilitation and employment training services that will assist special needs populations.

Homeless Assistance Goals

The primary goal, established to address the issue of homelessness and homeless prevention, is:

HA-1 Encourage a range of services to help people move from homelessness to permanent housing, including emergency shelters as well as transitional and supportive housing.

Homeless Assistance and Prevention

The majority of funding for homeless services and shelter is provided directly by Sacramento County (through the Department of Human Assistance) and SHRA, both of which receive funding specifically for the homeless. However, the City will address its fair share of homeless needs at the regional level through funding local service providers that will refer homeless and those at risk of homelessness to services and shelters. The City will provide funding either to service organizations or to County agencies that will provide referrals to shelters or hotel vouchers for households in need of immediate shelter.

Objective:	Suitable Living Environment - Provide services to homeless or near-homeless households
Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	300 persons assisted
Responsibility:	City Housing staff; local service provider
Funding:	CDBG

Homeless Prevention

In order to help those who are at-risk of becoming homeless, the City will assist with the provision of housing counseling and supportive services, which may include assistance in locating housing, housing counseling, referral to appropriate services, food and clothing.

Objective:	Suitable Living Environment - Provide supportive services persons and/or households that are currently homeless or at risk of becoming homeless in Rancho Cordova.

Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	250 households assisted
Responsibility:	City Housing staff; local service provider
Funding:	CDBG

Housing Choice Voucher Rental Assistance Program

The Housing Choice Voucher (Section 8) Rental Assistance Program provides vouchers to very low- and extremely low-income households that are in need of housing, are potentially at risk of becoming homeless, or have special needs, such as persons with HIV/AIDS. The City will advise SHRA, which administers the program for HUD, on the need for vouchers in the community.

Objective:	Decent Housing - Provide information and referrals to the Housing Choice Voucher Program
Outcome Category:	Affordability for the purpose of providing decent affordable housing
Output:	Number of households assisted with tenant-based rental assistance
Responsibility:	City Housing staff; SHRA
Funding:	SHRA

COMMUNITY DEVELOPMENT STRATEGY

The City's community development strategy is focused on providing services and facilities for priority special needs populations, such as the elderly and the homeless.

Summary of Priority Community Development Needs

Key community development needs identified in public workshops in Rancho Cordova include supportive services such as youth, senior, and fair housing services. City staff has also identified housing, public safety, and neighborhood revitalization as important to ensuring improved CDBG target areas.

While the exact dollar amount necessary to address the various community development needs of Rancho Cordova populations is currently unknown, Table 3-3 (see below) provides an estimate of planned CDBG funding for various activities over the next five years. Some

services may fall into more than one category (e.g., youth services and public safety services may overlap), but for the purposes of this chart, funding is considered in only one category.

TABLE 3-3
PRIORITY HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND OBJECTIVES

Activity	Priority	Five-Year Funding (Estimated)
TOTAL FUNDING		$3,521,135
General Grant Administration (20% of total)	High	$704,225
Housing:		**$1,518,740**
Owner-Occupied Rehabilitation Loan Program	High	$465,588
Emergency Repair Program: Single-Family	High	$592,950
Emergency Repair Program: Mobile Home	High	$224,200
Home Repair Assistance Program	Medium	$115,500
Downpayment Assistance Program[1]	Medium	$0
Rental Housing Inspection Program	High	$120,502
Permanent Supportive Housing[2]	Low	$0
Public Facilities and Infrastructure:		**$770,000**
Neighborhood Facilities (Rancho Cordova Neighborhood Center)	High	$520,000
Neighborhood Parks	High	$150,000
Infrastructure Improvements	Medium	$100,000
Public Services (15% of total)		$528,170
Employment Training	Low	$20,000
Homeless Services	Medium	$30,000
Senior Services	High	$164,085
Youth Services	High	$164,085
Public Safety / Neighborhood Revitalization Services	Low	$150,000
Fair Housing Services[3]	Medium	$0

Activity	Priority	Five-Year Funding (Estimated)
Economic Development		**$0**
Economic Development Initiative Grant[4]	Low	$0

[1] The City will explore funding a downpayment assistance program with HOME funds available through the Sacramento Housing and Redevelopment Agency (SHRA) HOME Consortium.

[2] Permanent supportive housing needs are met through the Mather Community Campus, which provides long-term shelter and services to homeless individuals and families.

[3] The City is exploring other funding options outside of CDBG funds to support fair housing services more effectively.

[4] This program will be run through the Rancho Cordova Community Economic Development Corporation.

Community Development Goals

The City has established the following Community Development goals to assist target income households and areas as well as special needs groups:

CD-1 Support services for the elderly, including the frail elderly, in Rancho Cordova.

CD-2 Assist in the provision of services for target-income young people in the community.

CD-3 Encourage the provision of services to assist target-income individuals and families, including those with special needs.

CD-4 Support facilities and facility improvements in target areas.

CD-5 Revitalize Rancho Cordova's neighborhoods to improve public safety and property values.

Public Facilities and Improvements

Public facilities located in target-income neighborhoods will be assisted with CDBG funding, in order to support neighborhood revitalization efforts and to provide needed services to residents in location close to their homes.

Rancho Cordova Neighborhood Center

The Rancho Cordova Neighborhood Center is a central location for target-income service provision. This activity will support the long-term lease of the facility, and allow the City to offer low-cost space to the service providers who are located within the facility.

Objective: Suitable Living Environment – Acquire the Rancho Cordova Neighborhood Center on a long-term lease.

Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	Number of persons assisted with access to a facility or infrastructure benefit
Responsibility:	City Housing staff
Funding:	CDBG; General Fund

Neighborhood Parks

The program will provide funding for new parks as well as general park and playground improvements in target-income areas. The City will partner with the Cordova Recreation and Park District for this program.

Objective:	Suitable Living Environment - Provide new parks as well as upgrades and replacement of playground equipment in target-income area parks.
Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	Number of persons assisted with new access to a facility of infrastructure benefit
Responsibility:	City Housing staff; Cordova Recreation and Park District
Funding:	CDBG; other sources of federal funding

Infrastructure Improvements

Funding for infrastructure improvements will be a medium priority for the five-year period covered by the Consolidated Plan. As funding is available, the City expects to fund improvements to street lighting, curbs, gutters, and sidewalks in target areas where there is a compelling public safety need. Infrastructure improvements will also focus on creating safe routes to schools.

Objective:	Suitable Living Environment - Street lighting, curbs, gutter, and sidewalk improvements on selected streets
Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	Number of persons assisted with new access to a facility of infrastructure benefit

Responsibility: City Housing staff; Public Works Department

Funding: CDBG; other sources of federal funding

Public Services

Public services, which encompass a wide range of activities that provide assistance to many target-income residents, are expected to make up the majority of the non-housing community development programs that are funded during the next five years.

Public Safety/Neighborhood Revitalization Services

To help CDBG target areas and assist target-income residents with safety information and crime reduction, the City will develop pro-active public safety initiatives that are intended to prevent crime and effectively revitalize neighborhoods. These initiatives may include education and outreach programs to seniors and youth, workshops in CDBG target areas, drug-prevention education, youth safety/gang prevention programs, minority outreach programs, and other related services or programs. The programs will also prevent or improve blighted conditions through ensuring the safety and structural integrity of homes, businesses, and other structures.

Objective: Suitable Living Environment – Increase public safety and revitalization efforts through programs which take a comprehensive approach to bettering the community.

Outcome Category: Accessibility for the purpose of creating suitable living environments

Output: Number of persons assisted

Responsibility Party: City Housing Staff; Redevelopment Agency; Weed and Seed Program

Funding: CDBG; Department of Justice grant; private donations

Senior Services

The City will assist with the provision of senior services to its elderly and frail elderly. Such services may include nutrition programs, home-delivered meal programs, transportation, health services, shared housing programs and other forms of assistance.

Objective: Suitable Living Environment - Assist with senior services and programs

III. STRATEGIC PLAN

Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	Number of persons assisted
Responsibility:	City Housing staff; local service providers
Funding:	CDBG

Youth Services

The City will support a variety of youth services, especially recreation services for the community's target-income young people. These include after-school programs, educational, recreational, and sports programs. Support may involve direct assistance or fee waivers for target-income youth or funding to organizations that serve them.

Objective:	Suitable Living Environment - Assist with youth services and programs
Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	Number of persons assisted
Responsibility:	City Housing staff; local service providers
Funding:	CDBG

Disabled Services

In order to help target-income persons with disabilities, the City will assist social services providers and City departments with services for persons with disabilities. Services may include recreation programs, advocacy services, home meal/visitation programs, job training, transportation, and health services, among others.

Objective:	Suitable Living Environment - Assist with the provision of services for the disabled
Outcome Category:	Accessibility for the purpose of creating suitable living environments
Output:	Number of persons assisted
Responsibility:	City Housing staff; local service providers
Funding:	CDBG

III. STRATEGIC PLAN

Economic Development

With the exception of the Rancho Cordova Community Economic Development Corporation's Economic Development Initiative Grant to provide business retention and job training, economic development activities will be a low priority for CDBG funding during the five-year period covered by the Consolidated Plan. However, specific situations that demonstrate a need for such activities will be considered on a case-by-case basis as funding is available .

Planning and Administration

The City has established the following goal for planning and administration of the CDBG program:

PA-1 Provide efficient administration and oversight of the CDBG program and undertake planning efforts to address the needs of target-income residents.

CDBG Planning and Administration

The preparation and maintenance of the Consolidated Plan, Action Plans, IDIS, and Consolidated Annual Performance and Evaluation Report are vital to ensuring compliance with HUD regulations and to providing funding for needed services for CDBG target areas and residents. Additional studies may also need to be undertaken in order to determine the future needs of residents and eligible areas as the City continues to grow.

Objective:	Provide CDBG planning and administrative services
Responsibility:	City Housing staff
Funding:	CDBG

ANTI-POVERTY STRATEGY

Approximately 16 percent of Rancho Cordova residents live in poverty. Female-headed households with children are particularly affected by poverty.

The City's anti-poverty strategy is based on revitalizing the City's existing housing stock to provide safe and decent places to live, and supporting social services agencies that provide food and clothing. In addition, the City's strategy is to provide supportive services for target-income residents, including senior and youth services.

- Planned anti-poverty programs include:

- Senior Nutrition Program;
- Housing Crisis Intervention Services;
- Homeless Services; and
- Housing grants for emergency repairs and disabled accessibility.

REMOVING BARRIERS TO AFFORDABLE HOUSING

The City is committed to removing or reducing barriers to affordable housing whenever possible. A variety of actions are contained in the Housing Element to address these issues. Such actions include:

- Providing incentives for affordable housing development;
- Establishing an effective Very Low Income Housing Trust Fund;
- Offering fee reductions to affordable housing developers; and
- Offering reduced development standards for affordable housing projects.

OBSTACLES TO MEETING UNDERSERVED NEEDS

Despite City and County efforts, there remain a number of significant obstacles to meeting underserved needs. The following are obstacles to meeting these needs in Rancho Cordova:

- Rapid population growth;
- High cost of housing;
- Inadequate funding to acquire and rehabilitate all existing housing units in need of repair; and
- Lack of social services and service providers in Rancho Cordova for target-income residents.

III. STRATEGIC PLAN

LEAD-BASED PAINT REDUCTION STRATEGY

The City of Rancho Cordova's goal is to accurately assess and quantify risks associated with childhood lead poisoning and implement effective measures to significantly reduce or eliminate such risks. Local efforts will be directed at achieving the following major tasks or objectives:

- Increase coordination between relevant public health, environmental, educational and housing programs;
- Achieve greater awareness and participation by the private sector in addressing lead-based paint problems;
- Advocate for increased federal and state funding and other support for lead-based paint testing, abatement, and public information activities;
- Comply with Title X requirement in all City-funded housing programs.

INSTITUTIONAL STRUCTURE AND COORDINATION

Effective implementation of the Consolidated Plan involves a variety of agencies both in the community and in the County. Coordination and collaboration between agencies is important to ensuring that the needs in the community are addressed. The key agencies that are involved in the implementation of the Plan as well as additional resources that may be available are described below.

Public Sector

City of Rancho Cordova – Economic Development Department, Housing and Neighborhood Services Division

The City's Housing and Neighborhood Services Division is responsible for the administration of the City's community development programs, including some of the local programs that assist target-income residents. The Division is responsible for management and implementation of the City's housing programs, including those found in the Consolidated Plan and related documents.

Other divisions are also involved in providing community services, including the Parks and Public Works Departments, which are responsible for parks and infrastructure improvements.

III. STRATEGIC PLAN

Sacramento County - Department of Human Assistance

Sacramento County's Department of Human Assistance (DHA) operates the welfare programs for the County. It also serves as the lead agency for the Emergency Shelter Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) programs, which serve the needs of homeless persons and persons with AIDS for all communities in the County and the region. DHA has a local office on Folsom Boulevard in Rancho Cordova. DHA offers the following services to County residents:

- Senior volunteer services;
- Welfare reform;
- Homeless assistance;
- Employment services;
- Financial assistance;
- Medical assistance; and
- Senior nutrition.

Sacramento County - Department of Health and Human Services

The Sacramento County Department of Health and Human Services (DHHS) offers a variety of services to County residents, including the following:

- Alcohol and drug services;
- Children's services;
- Family assistance;
- Mental health services;
- Public health services;
- Senior services; and
- Emergency services.

III. STRATEGIC PLAN

Sacramento Housing and Redevelopment Agency

The Sacramento Housing and Redevelopment Agency (SHRA) serves as both the lead agency for CDBG funds for the City of Sacramento and the urban County and for HOME funds for Sacramento County. SHRA also serves as the Housing Authority and one of the primary owners of affordable housing in the County. As the Housing Authority, SHRA administers the Housing Choice Voucher (Section 8) Program and the Family Self-Sufficiency Program. The City works in close consultation with SHRA regarding HOME funding and public housing issues in Rancho Cordova.

Non-Profit Agencies

Several non-profit agencies that serve target-income households are located in Rancho Cordova. Most non-profits provide specialized assistance, offering programs as varied as youth mentoring and daycare for seniors with severe memory loss.

The City does have a few organizations that construct or rehabilitate housing for target-income households. One typical example, the Kiwanis Club, completes repairs and minor rehabilitation for target-income homeowners. Larger non-profits that construct affordable housing in the region include the following:

- Mercy Housing California; and
- Community Housing Opportunities Corporation.
- There are also a few organizations that concentrate on economic development within the City, including the following organizations:
- Rancho Cordova Chamber of Commerce;
- Rancho Cordova Regional Economic Development Corporation; and
- Rancho Cordova Community Economic Development Corporation.

Private Sector

The private sector is an important collaborator in the services and programs associated with the Consolidated Plan. The private sector brings additional resources and expertise that can be used to supplement existing services or fill gaps in the system.

Lenders, affordable housing developers, business and economic development organizations, and private service providers offer a variety of assistance to residents such as health care, small business assistance, home loan programs, and assisted housing, among others.

III. STRATEGIC PLAN

Coordination

The City is committed to continuing its participation and coordination with federal, state, County, and local agencies, as well as with the private and non-profit sector, to serve the needs of target income individuals and families in the community.

In particular, the City will continue to work in close coordination with the County regarding infrastructure improvements and the provision of services. The City will also work with SHRA, Sacramento Area Council of Governments, and the California Department of Housing and Community Development to address its share of the regional housing needs.

GAPS IN THE DELIVERY SYSTEM

The primary gaps in the delivery system relate to the lack of services for target-income households in Rancho Cordova. Although many services are located in Rancho Cordova, their capacity is too small to serve all the residents needing public services. These include senior and youth services located throughout the City, including at schools and churches. The County's Department of Human Assistance has a local office in Rancho Cordova that provides welfare assistance and information to target-income individuals. The Rancho Cordova Neighborhood Center also provides a home for some services.

The Rancho Cordova Consolidated Plan is designed to address these gaps by first identifying appropriate programs and services to provide in the City, then increasing local services, facilities, and programs over time to assist target-income residents.

MONITORING PLAN

The City of Rancho Cordova has developed a monitoring system to ensure that the activities carried out in furtherance of the Plan are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501(V) and 24 CFR 85.40 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of monitoring are:

- To assure that subrecipients are carrying out their program/project as described;
- To assure that subrecipients are implementing the program/project in a timely manner;
- To assure that subrecipients are assessing costs to the program/project which are eligible under CDBG regulations and the contract;

- To assure that subrecipients are conforming with other applicable laws, regulations, and terms of the agreement;

- To assure that the program/project is operating in a manner that minimizes the opportunity for fraud, waste, and mismanagement;

- To assure that subrecipients have the capacity to carry out the approved project/program; and

- To assure that subrecipients are carrying out their program/project as described.

The City will track and report on its progress toward meeting its housing and community development goals. On an annual basis, City staff will prepare a Housing and Grant Programs Report summarizing progress on goals and priorities identified in the Consolidated Plan and Housing Element.

The Housing and Grant Programs Report will include a status report of the CDBG, Program Income, the City's Housing Plan, and Very Low Income Housing Trust Fund programs and projects. Pertinent information will be incorporated into the Consolidated Annual Performance and Evaluation Report.

Once the City of Rancho Cordova's 2006-2011 Consolidated Plan and 2006-07 Action Plan are approved by HUD, the City will work with HUD staff to be trained with the IDIS program for on-line monitoring of projects and drawing funds down from HUD.

ATTACHMENT #2



2006-2007 ACTION PLAN

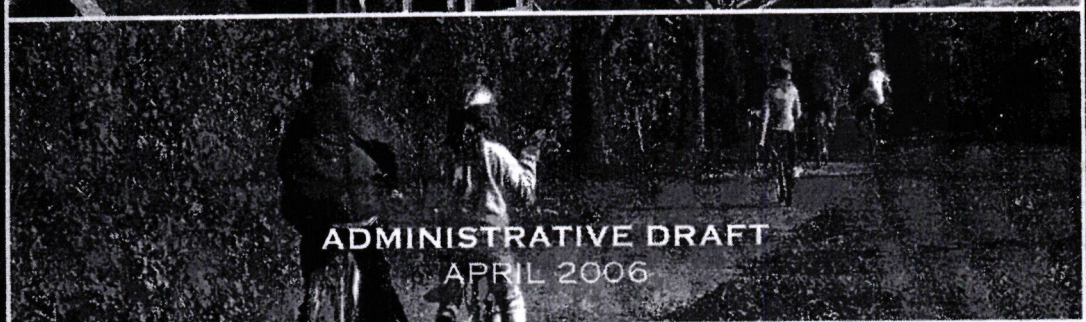
CITY OF RANCHO CORDOVA











ADMINISTRATIVE DRAFT

APRIL 2006

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

2006-07 ACTION PLAN

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) requires all government entities receiving federal Community Development Block Grant (CDBG) funds to prepare an Annual Action Plan. The Action Plan outlines funding priorities and discusses how activities will meet the community needs identified in the Consolidated Plan. The activities described in this Action Plan are proposed to be undertaken during the period between July 1, 2006 and June 30, 2007.

The major results of activities undertaken during the 2006-2007 funding year will be to:

- Provide housing programs that preserve the ownership housing stock for target-income households.
- Arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties.
- Assist community-based organizations with additional financing that allows them to provide new or expanded services to target-income residents.
- Improve public facilities in target areas.

RESOURCES

The City of Rancho Cordova will receive $704,227 through the CDBG Program. In order to address the community's needs and the goals identified in the Strategic Plan, the City will also consider augmenting CDBG funds using a variety of additional funding sources. These funding sources may include the Very Low Income Housing Trust Fund, the California Department of Housing and Urban Development, other state and federal agencies, and local sources.

ACTIVITIES TO BE UNDERTAKEN

Table 1 provides a description of the activities to be undertaken during fiscal year 2006-07. The one-year objective (output) and the amount of CDBG funding allocated to each activity are identified. More detailed descriptions of activities follow the table.

TABLE 1
PROPOSED CDBG ACTIVITIES AND PROJECTS: FISCAL YEAR 2006-07

Goal	Activity Name	Activity Description	Output	Funding
HOUSING				
HS-1	Owner-Occupied Housing Rehabilitation Program	Fully rehabilitate homes, eliminating health and safety hazards and bringing them into compliance with all applicable codes.	2 homes rehabilitated.	$129,600
HS-1	Emergency Repair Program: Single Family and Mobile Home	Provide emergency repair assistance to low-income homeowners, eliminating health and safety hazards in their units.	29 homes repaired.	$227,150
HS-1, HS-2	Home Repair Assistance Program	Provide funding for local volunteer organizations to purchase materials for minor home repairs (e.g., accessibility modifications).	30 homes repaired.	$31,500 kiwanis
HS-1, HS-2	Rental Housing Inspection Program	Inspect all rental units in deteriorated areas to find and correct code violations.	1,003 homes inspected.	$40,502
PUBLIC FACILITIES				
CD-4	White Rock Park Improvements	Fund various improvements to enhance the park, which is located in a target-income area.	TBD	$28,996
PUBLIC SERVICES				
CD-5	Weed and Seed	Fund a position to manage the seeding portion of the program, which concentrates on neighborhood revitalization and problem prevention.	8,372 people benefited.	TBD
CD-2, CD-3	Safe Harbor After-School Enrichment Program	Provide low-income and under-performing elementary school students with tutoring and skills development in a supervised environment.	36 students assisted.	TBD local?
CD-2, CD-3	Roots and Horizons	Foster safe and healthy mentoring relationships for children of incarcerated parents.	30 children mentored.	TBD
CD-1, CD-3	Meals on Wheels	Provide homebound seniors with hot meals and provide lunch to seniors at the Cordova Senior Center.	221 seniors provided meals.	TBD

CD-1, CD-3	Respite CLUB	Offer free care for patients with severe memory loss, benefiting both participants and their caregivers.	15 seniors provided care.	TBD
HA-1, CD-3	Sacramento Self-Help Housing	Provide counseling and housing referral services to homeless and near-homeless individuals and households.	50 households provided counseling.	TBD
PLANNING AND ADMINISTRATION				
PA-1	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration.	$140,845

HOUSING ACTIVITIES

Owner-Occupied Housing Rehabilitation Program

The owner-occupied housing rehabilitation program will concentrate on fully rehabilitating housing units, bringing each unit into compliance with local, state, and federal codes. The program will also serve as a valuable resource for households looking to abate lead-based paint issues. The program will offer loans, in order to allow the City to have a future source of revenue for the program.

2006-07 Output: 2 homes rehabilitated in deteriorated area
Outcome: Decent Housing
Outcome Category: Affordability for the purpose of providing decent affordable housing
Goals Addressed: HS-1
Funding: $129,600 ($120,000 for rehabilitation and $9,600 for activity delivery)

Emergency Repair Program: Single-Family and Mobile Home

The emergency repair program is intended to make minor repairs related to health and safety hazards in low-income owner-occupied housing. The program is an inexpensive and efficient way to preserve the habitability of the affordable housing stock, including mobile homes.

2006-07 Output: 19 single-family homes repaired (at least 9 in deteriorated area), 10 mobile homes repaired
Outcome: Decent Housing
Outcome Category: Affordability for the purpose of providing decent affordable housing
Goals Addressed: HS-1
Funding: $227,150 ($192,500 for repair and $34,650 for implementation)

Home Repair Assistance Program

The home repair assistance program will provide funding to local volunteer organizations to make minor repairs and/or improvements to low-income owner-occupied housing. Funding will generally provide for materials and supplies, with labor provided by volunteers. The program leverages volunteers and private donations in order to make small repairs that the City could not complete cost-effectively.

2006-07 Output: 30 homes repaired/improved
Outcome: Decent Housing
Outcome Category: Affordability for the purpose of providing decent affordable housing
Goals Addressed: HS-1, HS-2
Funding: $31,500 ($30,000 for repair and $1,500 for implementation)

Rental Housing Inspection Program

The rental housing inspection program will fund salary and benefits for a 0.5 FTE code enforcement officer whose duties will include inspecting all of the rental units within the designated deteriorated area. The City has many rental units which are likely out of compliance with applicable codes, and this program, in coordination with public and private investment, will arrest the decline of the area by forcing rental property owners to improve their properties to a minimum standard.

2006-07 Output: 1,003 rental units inspected
Outcome: Suitable Living Environment
Outcome Category: Accessibility for the purpose of providing decent affordable housing
Goals Addressed: HS-1, HS-2
Funding: $40,502

PUBLIC FACILITIES

White Rock Park Improvements

Improvements to White Rock Park, which is a community park located in a target area, will include general park and playground improvements.

2006-07 Output: TBD
Outcome: Suitable Living Environment
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-4
Funding: $28,996

2006-07 ACTION PLAN

PUBLIC SERVICES

Weed and Seed

The Weed and Seed program, which is primarily funded by an annual $225,000 grant from the Department of Justice, concentrates on neighborhood revitalization using techniques such as increased policing and problem prevention. Funding will provide a site coordinator to manage the program's "seeding" component, which focuses on community involvement. Weed and Seed boundaries are consistent with low- and moderate-income Census tracts.

2006-07 Output: 8,372 persons assisted
Outcome: Suitable Living Environment
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-5
Funding: TBD

Safe Harbor After-School Enrichment Program

The Safe Harbor After-School Enrichment Program, which is a non-religious program managed by St. Clement's Episcopal Church, provides homework assistance and tutoring to low-income and under-performing students at Cordova Lane Elementary.

2006-07 Output: 36 children assisted
Outcome: Suitable Living Environment
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-2, CD-3
Funding: TBD

Roots and Horizons

Roots and Horizons is a program that fosters safe and healthy mentoring relationships between children of incarcerated parents and professionals within the City. Currently partially funded by other grants, CDBG funding will allow the program to hire a coordinator [check title], who would be fully devoted to building mentor-child connections for residents of Rancho Cordova.

2006-07 Output: 30 children mentored
Outcome: Suitable Living Environment
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-2, CD-3
Funding: TBD

Senior Nutrition Services (Meals on Wheels)

The Senior Nutrition Services program has two components: providing five hot meals per week to homebound seniors and providing lunches to seniors at the Cordova Senior Center. The program provides regular contact for homebound seniors. Funding will help pay for the personnel who prepare and deliver the meals.

2006-07 Output: 221 seniors provided with meals 41 srs.
Outcome: Suitable Living Environment
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-1, CD-3
Funding: TBD

Respite CLUB

local ?,

The Respite CLUB (Caring, Laughing, Understanding, and Belonging) offers eight to ten hours of care per week to seniors with severe memory loss. The program benefits both participants and their full-time caregivers. Funding will allow the program to expand it hours of operation.

2006-07 Output: 15 seniors provided care
Outcome: Suitable Living Environment
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-1, CD-3
Funding: TBD

Sacramento Self-Help Housing

local ?,

Sacramento Self-Help Housing provides counseling and housing referrals to homeless and near-homeless individuals and households. With funding, the organization plans to establish a location in the City's primary low-income service center, the Rancho Cordova Neighborhood Center.

2006-07 Output: 50 households provided counseling
Outcome: Suitable Living Environment
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: HA-1, CD-3
Funding: TBD

product ?

PLANNING AND ADMINISTRATION ACTIVITIES

Planning and Administration

The planning and administration funding is intended to provide funding for general staff administration of CDBG programs and activities, including Integrated Disbursement and Information System (IDIS) training, program set-up, reporting, planning, and subrecipient training and monitoring.

2006-07 Output: Quality administration of the CDBG program, 1-2 staff members trained as necessary
Outcome: Full compliance with all applicable CDBG and federal regulations and maintenance of a successful and innovative program.
Goals Addressed: PA-1
Funding: $140,845

GEOGRAPHIC DISTRIBUTION

Geographic distribution of activities is widely varied, but most take place in or near a low- and moderate-income area. The location of an activity largely depends on the type of activity, and many of the City's 2006-07 activities are able to take place across the entire City. Figure 1 shows the location of the activities proposed to be funded in program year 2005-06. Not all of the activities funded through the CDBG Program are shown in Figure 1 because some are community-wide, while the exact locations of others (e.g., housing rehabilitation) have yet to be determined.

[Determination of deteriorated area for rental housing inspection program will be added.]

MINORITY DISTRIBUTION

The City of Rancho Cordova strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. As a result, many programs, including housing rehabilitation, emergency repair, senior services, and youth services, will be available to residents citywide. Programs with a specific location, such as the Rancho Cordova Neighborhood Center, are located in areas with varying levels of minority concentration with an emphasis on higher concentration areas. Table 1 details the projects available in the City; of these, the majority is available on a citywide basis.

[More detailed information on the minority distribution of activities will be added.]

Figure 1: Location of Proposed Projects

[Map to be added after preliminary determination of projects.]

Figure 2: Location of Proposed Projects and Areas of Minority Concentration

[Map to be added after preliminary determination of projects.]

HOMELESS AND OTHER SPECIAL NEEDS POPULATIONS

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations involves funding a variety of supportive services offered locally or regionally to Rancho Cordova residents. Currently, Rancho Cordova is home to the Mather Community Campus, a major supportive housing facility for homeless individuals, but other resources have limited capacity. As a part of the City's plan to encourage a system of supportive services located in the City to allow for accessibility for residents, the City is funding several programs and services to assist its homeless and special needs populations. In 2006-07, these include:

- Homeless and family assistance, provided by Sacramento Self-Help Housing;
- Services for persons with disabilities, provided by the Respite CLUB and others;
- Accessibility improvements, provided mainly under the Home Repair Assistance Program;
- Senior services, provided by the Respite CLUB and Meals on Wheels; and
- Youth services, provided by the Safe Harbor After-School Enrichment Program and Roots and Horizons.

In addition, the City's Housing Element includes several programs that provide for the development of affordable housing. The Element also removes potential constraints to housing for persons with disabilities.

ADDRESS OBSTACLES TO MEETING UNDERSERVED NEEDS

While there are several constraints to meeting the needs of target-income residents, the primary obstacle to meeting the needs of target-income residents is the lack of available services within the City's boundaries. Many services are located in the City of Sacramento; additionally, those services located locally often do not have sufficient capacity to meet needs.

As a new entitlement jurisdiction, the City plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will also encourage area service providers to offer services in the community. In the 2006-07 program year, at least one organization (Sacramento Self-Help Housing) is expected to begin providing services within Rancho Cordova.

FOSTER AND MAINTAIN AFFORDABLE HOUSING

2006-07 ACTION PLAN

The City's 2005-2007 Housing Element includes a number of important programs to facilitate the development of affordable housing in Rancho Cordova. Some of these programs include:

- Create a broad range of options available throughout the City that will result in the production of housing available to all income levels and that will result in the production of at least ten percent of housing in new neighborhoods being affordable to moderate- and lower-income households. (Action H.1.1.3)
- Pursue available and appropriate state and federal funding sources to support efforts to meet new construction needs of very low-, low-, and moderate-income households. (Action H.7.2.1)
- Update the existing Very Low Income Housing Trust Fund Fee (fee for non-residential development) to better address the needs and desires of the City. (Action H.7.4.1)
- Cooperate with affordable housing providers and provide regulatory and financial incentives to develop, acquire, rehabilitate, and/or manage housing affordable to very low-, low-, or moderate-income households. (Policy H.7.3)

Additional measures are identified and explained in detail in the City's Housing Element.

The City is currently exploring funding sources other than the Very Low Income Housing Trust Fund (VLIHTF) to promote affordable housing development. The VLIHTF is funded by impact fees collected on non-residential development in the City and funds housing appropriate to the City's workforce and affordable to households earning 0 to 50 percent of AMI. The City is exploring the option of collecting funds from market-rate residential development and using them to provide new housing affordable to households with incomes less than 80 percent of AMI (Action H.1.1.3).

In terms of maintaining affordable housing, the Housing Element includes an action item that promotes an owner-occupied housing rehabilitation program to assist the City in maintaining its stock of affordable ownership housing (Action H.2.2.1).

Remove Barriers to Affordable Housing

The City is undertaking a number of actions to reduce potential barriers and constraints to affordable housing as well as housing for special needs populations. These include funds in support of affordable housing development, fee reductions, regulatory incentives, density incentives, and several others. These are described in more detail in the City's 2005-2007 Housing Element.

Develop Institutional Structure

The planned Housing and Neighborhood Services Division, within the Economic Development Department, will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan.

The City will designate staff positions to administer the programs and activities funded with CDBG funds. These staff members will work with the individual City divisions, such as Public Works and Parks, to develop procedures and coordinate the administration of programs that will be carried out by these divisions. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

Enhance Coordination

The City will continue its work with neighboring jurisdictions such as the County and the City of Sacramento, including Sacramento Housing and Redevelopment Agency, to address the regional issues that affect the needs of target-income persons as well as special needs populations. The City will also work with service providers and local, state, and federal agencies (e.g., HUD).

Public Housing Needs

There are ten apartment complexes that include some of the 747 affordable housing units in Rancho Cordova. Some of these units are administered by Sacramento Housing and Redevelopment Agency (SHRA), which serves as the housing authority for Sacramento County. The City of Rancho Cordova does not have its own local housing authority. Resident initiatives are handled directly by SHRA.

Anti-Poverty Strategy

The City's anti-poverty strategy is based on revitalizing the City's existing housing stock to provide safe and decent places to live, and supporting social services agencies that provide various services that promote income and housing stability. In addition, the City's strategy is to provide supportive services for target-income residents, including senior and youth services.

In the 2006-07 program year, the City plans the following anti-poverty programs:

- Senior nutrition program, also known as Meals on Wheels;
- Housing crisis intervention services, provided by Sacramento Self-Help Housing;
- Homeless Services, provided by Sacramento Self-Help Housing and other organizations; and
- Housing grants for emergency repairs and accessibility improvements to single-family and mobile homes.

Lead-Based Paint Hazards

The City will provide lead-abatement assistance for residential units through its owner-occupied housing rehabilitation and emergency repair programs. (The home repair assistance program is not expected to make repairs that involve paint.) The programs will comply with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures regarding lead-based paint in both rehabilitation programs will include the following:

- Notification;
- Identification; and
- Treatment (if necessary).

Monitoring Plan

The City of Rancho Cordova has developed a monitoring system to ensure that the activities carried out in furtherance of the Plan are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501(V) and 24 CFR 85.40 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring plan are described in more detail in the Consolidated Plan.

ATTACHMENT #3



CITIZEN PARTICIPATION PLAN

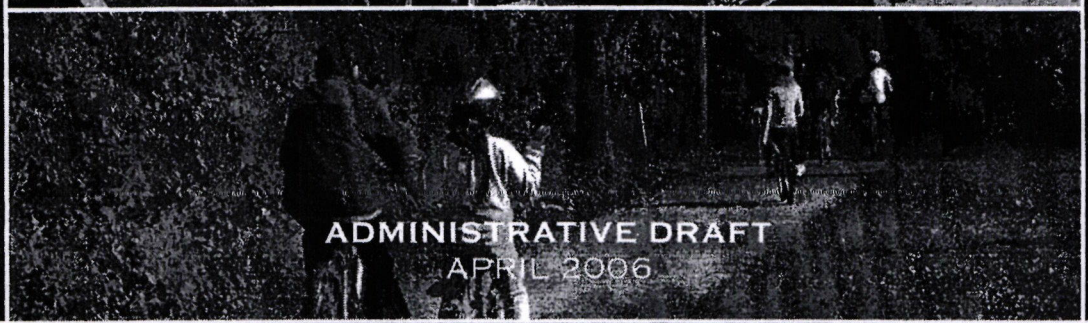
CITY OF RANCHO CORDOVA











ADMINISTRATIVE DRAFT

APRIL 2006

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CITIZEN PARTICIPATION PLAN

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CITIZEN PARTICIPATION PLAN

I. INTRODUCTION

The City of Rancho Cordova is required by law to have a detailed Citizen Participation Plan, which contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds. This Citizen Participation Plan must be available to the public.

A. PURPOSE

The law requires that our Citizen Participation Plan both provide for and encourage public participation, emphasizing involvement by low- and moderate-income persons -- especially those living in low- and moderate-income neighborhoods. The U.S. Department of Housing and Urban Development (HUD) expects the City to take whatever actions are appropriate to encourage the participation of minorities, persons who do not speak English, and persons with disabilities.

B. THE ROLE OF LOW-INCOME PERSONS

The law declares that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing decent housing, a suitable living environment, and growing economic opportunities, principally for low- and moderate-income persons.

Since the amount of federal CDBG funds that the City receives each year from HUD is based upon the level of both poverty and substandard housing conditions in Rancho Cordova, it is necessary that public participation genuinely involve low-income residents who experience these conditions. Involvement by low- and moderate-income residents must take place at all stages of the process, including in identifying needs, setting priorities among these needs, deciding how much money should be allocated to each high-priority need, and suggesting the types of programs to meet high-priority needs, as well as overseeing the way in which programs are carried out.

C. THE CONSOLIDATED PLAN PROCESS

The policies and procedures in this Citizen Participation Plan relate to several stages of action mentioned in law or regulation. In general, these stages or events include the following:

1. Identification of housing and community development needs.

2. Preparation of a draft use of funds for the upcoming year called the proposed Annual Action Plan. Initially and every five years thereafter, there will also be the development of a proposed new Five-Year Strategic Plan.

3. Formal approval by elected officials of a final Annual Action Plan and/or Five-Year Strategic Plan.

4. On occasion during the year, it might be necessary to change the use of the money already budgeted in an Annual Action Plan, or to change the priorities established in the Five-Year Strategic Plan. In that case a formal Substantial Amendment will be proposed, considered, and acted upon.

5. After a program year is complete a Consolidated Annual Performance and Evaluation Report (CAPER) must be drafted for public review and comment, and then sent to HUD.

II. CITIZEN PARTICIPATION

A. CITIZEN PARTICIPATION PLAN

The Citizen Participation Plan is designed to facilitate and encourage public participation in the Consolidated Plan process. In particular, the Citizen Participation Plan seeks to encourage the involvement of low- and moderate-income persons.

The law providing the funds covered by this Citizen Participation Plan calls for improved accountability of jurisdictions to the public. In that spirit and in compliance with the terms of the law, Rancho Cordova will use the following procedures for the adoption and any subsequent changes to its Citizen Participation Plan:

- Public notice in the Rancho Cordova Grapevine newspaper as well as notices at City Hall for 14 days and on the City's website in advance of a 30-day public comment period;

- During a 30-day public review and comment period, the document will be available for review at the following locations:

  - Rancho Cordova Neighborhood Center

  - City of Rancho Cordova Economic Development Department

– Rancho Cordova Community Library

Copies of the document will be available to the public free of charge within five days of a request.

- A public hearing will be held before the City Council.
- Adoption by a majority vote of the Rancho Cordova City Council.

Any change in the public participation process as outlined in this document will require an amendment to the Citizen Participation Plan. Any amendments will require the same steps as noted above: public notice, public review, a public hearing, and City Council adoption.

B. Consolidated Plan and Annual Action Plan

The Consolidated Plan is a five-year plan that identifies the needs of low- and moderate-income persons and areas of the City and sets forth a five-year strategy to address those needs. The Action Plan identifies the specific needs to be addressed each year based on the priorities established in the Consolidated Plan's five-year strategy. The following steps outline the opportunities for public involvement in the Consolidated Plan and Annual Action Plan:

1. Preparation

In order to identify the needs of low- and moderate-income persons and areas of the City, priorities must be set in order to decide which needs should get more attention and more resources than other needs. In order to solicit community input, which is essential to determining these needs and priorities, the City will:

- Consult with local public agencies that assist low- and moderate-income persons and areas, including City staff, State and federal agencies, neighboring local governments, regional agencies.
- Consult with private agencies, including local non-profit service providers and advocates such as the local public housing agency, health agencies, homeless service providers, non-profit housing developers, social service agencies (including those focusing on services to children, the elderly, persons with disabilities, persons with HIV/AIDS, persons with substance abuse problems, etc.).
- Publicly notice and conduct a public meeting to solicit input on needs and priorities.

- In addition, the City will issue a Notice of Funding Availability (NOFA) included as part of its public notice for the community meeting for the Annual Action Plan. The notice will identify the amount of CDBG funds available to public service agencies with CDBG-eligible activities. The agencies may apply to the City of Rancho Cordova at the following address:

  City of Rancho Cordova
  Economic Development Department
  2729 Prospect Park Drive
  Rancho Cordova, CA 95670

  All applications must include the following information, as well as any additional information requested by City staff, in order to be eligible to receive CDBG funds:

  - Name of organization, contact person(s), brief history of organization
  - Name of project and detailed description of project
  - Documentation identifying the need for such a project
  - Financial summary, including amount of CDBG funds requested and other resources to leverage CDBG funds, as well as potential uses of funds
  - Objectives of project and intended beneficiaries
  - If the organization is requesting CDBG funds from other jurisdictions for the same project, include information on amount requested and potential benefits for each jurisdiction

  City staff will review the applications to determine eligibility of the projects. City staff will evaluate the projects based on the benefits to low- and moderate-income residents and areas and on their feasibility. The selected projects will be recommended to the City Council for approval. Applicants will be notified by mail within 30 days of final City Council approval, which will usually come in May.

- Develop an assessment of needs in Rancho Cordova as well as a strategic plan to address those needs.

- Publicly notice a 30-day review and comment period where a complete draft of the Consolidated Plan and/or Annual Action Plan will be made available to the public.

- Conduct a public hearing before the Mayor and City Council prior to adoption of the Consolidated Plan and/or Annual Action Plan.

2. Adoption

As noted above, the City will provide several opportunities for citizen involvement in the Consolidated Plan process prior to adoption. These include:

- Published notice of a public meeting in the local newspaper, the Rancho Cordova *Grapevine*, and on the City's website at least 14 days in advance of the meeting.

- A public meeting on needs and priorities for the Consolidated Plan/Annual Action Plan.

- A public notice announcing the 30-day review and comment period and public hearing for the Draft Consolidated Plan and/or Draft Annual Action Plan in the Rancho Cordova *Grapevine*, at City Hall, and on the City's website. The notice will list the locations where the document(s) will be available for review and the notice will be posted prior to the start of the comment period.

- The Draft Consolidated Plan and/or Draft Annual Action Plan will be available at the following locations in Rancho Cordova:

  - Rancho Cordova Neighborhood Center

  - City of Rancho Cordova Economic Development Department

  - Rancho Cordova Community Library

  The Draft Consolidated Plan and/or Draft Annual Action Plan will be made accessible to persons with disabilities upon request. In addition, a reasonable number of free copies will be provided to citizens or groups requesting copies the document(s).

- A public hearing before the Mayor and Rancho Cordova City Council prior to adoption of the Consolidated Plan and/or Annual Action Plan.

- In preparing the Final Consolidated Plan and Annual Action Plan, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The final documents will have a section that presents all comments, plus explanations why any comments were not accepted.

- At the end of the 30-day comment period, the City Council will consider adoption of the Consolidated Plan and Annual Action Plan. The documents will be adopted by a majority vote of the Rancho Cordova City Council at a publicly noticed meeting of the Council.

3. Amendments

The Consolidated Plan or Annual Action Plan will be amended anytime there is a change in one of the priorities presented on the HUD-required Priority Table; a change in the use of money to an activity not mentioned in the Final Annual Action Plan; or, a change in the purpose, location, scope, or beneficiaries of an activity (described more fully later). The public will be notified whenever there is a "substantial" amendment as defined below:

- A change in the use of CDBG funding, of more than 15 percent of the total grant amount, from one activity to another (i.e., "reprogramming" of CDBG funds).
- Funding of an activity type not described in the Annual Action Plan.
- Changing the priorities contained in the Five-Year Strategic Plan of the Consolidated Plan.
- Increasing or reducing the amount allocated to an activity by more than 25 percent.

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments:

- There will be 14 days advance notice of and availability of a proposed Substantial Amendment before there is a public hearing about it.
- A written description of the proposed Substantial Amendment will be made available to the public at no cost within five working days of a request. Also, copies will be available at the locations indicated in this Citizen Participation Plan under "Public Access to Information".
- There will be a public hearing regarding the proposed Substantial Amendment. This public hearing will not take place until the public has had 30 days to review the proposed Substantial Amendment.
- The public hearing will be held no sooner than two weeks prior to submission to HUD.

- In preparing a Final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The Final Substantial Amendment will have a section that presents all comments, plus explanations why any comments were not accepted.

C. Consolidated Annual Performance Report

Every year, the City of Rancho Cordova must submit to HUD a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the close of the program year. In general, the CAPER must describe how funds were actually used and the extent to which these funds were used for activities that benefited low- and moderate-income people. The following steps outline the opportunities for public involvement in the CAPER:

- Public notice will be made according to the procedures described later in this Citizen Participation Plan. The public notice will identify a 15-day public review and comment period for the CAPER.
- During the 15-day public review period, the document will be available for review at the following locations:
  - Rancho Cordova Neighborhood Center
  - City of Rancho Cordova Economic Development Department
  - Rancho Cordova Community Library
- Careful consideration will be given to all written comments submitted by the public. These comments will be addressed in the CAPER.
- The CAPER will be adopted by a majority vote of the Rancho Cordova City Council at a publicly noticed meeting.

III. PUBLIC NOTICE

A. Public Notice Requirements

There shall be advanced public notice once a federally required document is available, such as the Proposed Annual Action Plan or Five-Year Consolidated Plan, any proposed Substantial

Amendment to the Action Plan or Consolidated Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

In addition, there shall be advanced public notice of all public hearings and all public meetings such as the City Council and other City committee and commission meetings relating to the funds or planning process covered by this Citizen Participation Plan.

B. "ADEQUATE" PUBLIC NOTICE

Adequate advance notice is "timely"; it is given with enough lead-time for the public to take informed action. The amount of lead-time can vary, depending on the event. The content of notices will give residents a clear understanding of the event being announced.

C. FORMS OF PUBLIC NOTICE

Rancho Cordova City housing staff will ensure adequate advance notice of all public meetings and hearings. Adequate noticing will include:

- Printing notices in the Rancho Cordova *Grapevine* at least 14 days prior to the public meetings and hearings.
- Posting notices at City Hall.
- Posting notices on Rancho Cordova's website (www.cityofranchocordova.org).

IV. PUBLIC HEARINGS

Public hearings are required by law in order to obtain the public's views, and to provide the public with the City's responses to public questions and proposals.

The law requires public hearings at all stages of the process, including at least a hearing about community needs, a public hearing to review proposed uses of funds, and a public hearing to assess how funds were spent during the previous program year.

Public hearings will be held only after there has been adequate notice as described in the Public Notice part of this Citizen Participation Plan, including a display advertisement in the Rancho Cordova *Grapevine* 14 days prior to the public hearing. Public hearings will usually be held in the evening at a time convenient to most residents, especially those who might benefit from the use of funds.

Public hearings may be held at the City Council chambers or other City Hall location, the Rancho Cordova Neighborhood Center, or the Library, all of which are accessible by public transportation. Public hearings may be held at these locations; however, the final approval and adoption of the Annual Action Plan, Five-Year Strategic Plan, and CAPER will be conducted at City Hall. All of these locations are accessible to people with disabilities, and provisions will be made for people with disabilities when requests are made at least five working days prior to a hearing. Translators will also be provided for people who do not speak English when requests are made at least five working days prior to a hearing.

V. PUBLIC ACCESS TO INFORMATION

As required by law, the City of Rancho Cordova will provide the public with reasonable and timely access to information and records relating to the data or content of the Consolidated Plan, as well as the proposed, actual, and past use of funds covered by this Citizen Participation Plan. The City will also provide reasonable public access to records about any uses of these funds during the previous five years.

Also, as required by law, the City will provide the public with reasonable and timely access to local meetings relating to the proposed or actual use of funds (such as City Council meetings, Planning Commission meetings, and other City committee and commission meetings, etc.)

A. CONSOLIDATED PLAN DOCUMENTS

Consolidated Plan documents include the Annual Action Plans, the Five-Year Consolidated Plan, and Consolidated Annual Performance Evaluation Report (CAPER) as well as substantial amendments to either the Annual Action Plan or the Five-Year Strategic Plan, Consolidated Annual Performance and Evaluation Reports, and the Citizen Participation Plan.

B. AVAILABILITY OF CONSOLIDATED PLAN DOCUMENTS

In the spirit of encouraging public participation, copies of Consolidated Plan documents will be provided to the public at no cost and within one week of a request. These materials will be available in a form accessible to persons with disabilities, when requested.

C. LOCATION OF DOCUMENTS

Consolidated Plan documents will also be available at the following locations during their respective review periods:

- Rancho Cordova Neighborhood Center (10065 Coloma Boulevard; Phone: 916-876-5067)
- City of Rancho Cordova Economic Development Department (2729 Prospect Park Drive; Phone: 916-851-8780)
- Rancho Cordova Community Library (9845 Folsom Boulevard; Phone: 916-264-2920)

Copies of the final and draft versions of the documents are available at the City of Rancho Cordova Economic Development Department, located at 2729 Prospect Park Drive.

VI. TECHNICAL ASSISTANCE

City staff will work with organizations and individuals representative of low- and moderate-income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact City staff for technical assistance before completing a proposal form.

Specifically, the City of Rancho Cordova will provide up to 40 hours per year of technical assistance to organizations that represent low- and moderate-income persons. This technical assistance may include:

- Publishing instructions on how to fill out forms/applications;
- Conducting workshops to explain: (1) the process for submitting proposals and (2) federal and local requirements;
- Providing comments and advice on the telephone or in meetings; and
- Reviewing and commenting on draft proposals.

The City will also provide ongoing assistance to CDBG-funded agencies as needed to help them maintain their eligibility for full funding. The City may provide additional (beyond 40 hours) technical assistance if, in the opinion of the City Manager, staff time is available.

VII. COMMENT AND COMPLAINT PROCEDURES

The City of Rancho Cordova will provide a period of at least thirty (30) days to receive comments on the draft Consolidated Plan and on any substantial amendments. The 30-day period may start on the date the document is available to the public. The City must also provide public notice regarding the availability of documents and the dates of the 30-day comment period.

For performance reports, the City will provide at least fifteen (15) days to receive public comments.

The City will consider all comments received. The City will respond to all complaints, in writing, within fifteen (15) days. All comments and responses will be attached to each document.

VIII. ACCOMMODATION OF PERSONS WITH SPECIAL NEEDS

The City complies with the Americans with Disabilities Act, and will make accommodations for persons with special needs. Public hearings and the review of Consolidated Plan documents will be held at the City Council chambers or other City Hall locations, the Rancho Cordova Neighborhood Center, and the Rancho Cordova Community Library, all of which are accessible to people with disabilities. Additional provisions will be made for people with disabilities when requests are made at least five working days prior to a hearing. Translators will also be provided for people who do not speak English when requests are made at least five working days prior to a hearing.

IX. ANTI-DISPLACEMENT

If, as a result of a program activity, any residential displacement and relocation must occur, the City of Rancho Cordova ensures that it will develop an Anti-Displacement and Relocation Plan in connection with that project in accordance with federal regulations. Specifically, the City will comply with the anti-displacement and relocation requirements of the Uniform Relocation Act and the Housing and Community Development Act of 1974, as amended, and implementing regulations of 24 CFR Part 42.

X. GLOSSARY

CITIZEN PARTICIPATION PLAN

Annual Action Plan: This document allocates one year's funding (entitlement and program income) to specific projects and activities for the CDBG program. It is submitted to HUD 45 days prior to the start of the City's fiscal year or no later than May 17th and is developed in accordance with federal regulations (24 CFR Part 91).

Program Year: The "program year" chosen by the City of Rancho Cordova is July 1st through June 30th, which is the same as the City's fiscal year.

Citizen Participation Plan: This plan is prepared to facilitate and encourage public participation and involvement in the Consolidated Plan process and the City's CDBG program, especially by low and moderate-income persons. The plan identifies the public participation requirements as identified by federal regulations (24 CFR Part 91).

Community Development Block Grant (CDBG) Program: This is a federal grants program administered by the U.S. Department of Housing and Urban Development (HUD). The program allocates money to eligible cities and counties throughout the nation to assist low and moderate-income households and neighborhoods. The grant program may be used for such activities as housing rehabilitation, affordable housing assistance, community services, and community development activities such as the construction or rehabilitation of community facilities and economic development.

Consolidated Annual Performance Evaluation Report (CAPER): This document reports on the progress in carrying out the Consolidated Plan and Annual Action Plan. The report is prepared annually by the City in accordance with federal regulations (24 CFR Part 91). It is due to HUD no later than 90 days after the end of the City's fiscal year or September 28th.

Consolidated Plan: This document serves as the City's application for CDBG funds and sets forth the priorities and strategies to address the needs of primarily low and moderate-income persons and areas in the City. It typically covers a five or three-year time period. It is submitted to HUD 45 days prior to the start of the City's fiscal year or no later than May 17th and is developed in accordance with federal regulations (24 CFR Part 91).

Consolidated Plan Documents: These include the Consolidated Plan, the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

Low and Moderate-Income Households: These are households earning less than 80 percent of the area median income. They are broken down into the following income designations

- **Extremely Low-Income:** households with incomes less than 30 percent of the area median family income, adjusted for household size.

- **Low-Income:** households with incomes between 31 and 50 percent of the area median family income, adjusted for household size.

- **Moderate-Income:** households with incomes between 51 and 80 percent of the area median family income, adjusted for household size.

Low and Moderate-Income Neighborhood: In general, this is defined a census tract(s) or block group(s) where a minimum of 51 percent of the residents have low or moderate-incomes (i.e., not exceeding 80 percent of the area median family income).

Median Family Income (MFI): HUD surveys major metropolitan areas annually to development an index of median family income by household size. Most CDBG-funded activities and programs must benefit primarily the lower and moderate-income households.

ATTACHMENT 4
CITY OF RANCHO CORDOVA
PROPOSED CDBG FUNDING AND PRIORITIES
FOR THE 2006-2007 PROGRAM YEAR
AND THE 2006-2011 PLANNING PERIOD

Activity	Priority	First-Year Funding	Five-Year Funding (Estimated)
TOTAL FUNDING		**$704,227**	**$3,521,135**
General Grant Administration (20% of total)		**$140,845**	**$704,225**
Administration and Planning	High	$140,845	$704,225
Housing		**$428,752**	**$1,518,740**
Rehabilitation Program, Single Family	High	$129,600	$465,588
Emergency Repair Program, Single-Family	High	$168,150	$592,950
Emergency Repair Program, Mobile Home	High	$59,000	$224,200
Home Repair Assistance Program	Medium	$31,500	$115,500
Downpayment Assistance Program[1]	Medium	$0	$0
Rental Housing Inspection Program	High	$40,502	$120,502
Permanent Supportive Housing[2]	Low	$0	$0
Public Facilities and Infrastructure		**$28,996**	**$770,000**
Neighborhood Facilities (Rancho Cordova Neighborhood Center)	High	$0	$520,000
Neighborhood Parks	High	$28,996	$150,000
Infrastructure Improvements	Medium	$0	$100,000
Public Services (15% of total)		**$105,634**	**$528,170**
Employment Training	Low	$0	$20,000
Homeless Services	Medium	$5,304	$30,000
Senior Services	High	$34,105	$164,085
Youth Services	High	$27,525	$164,085
Public Safety /Neighborhood Revitalization Services	Low	$38,700	$150,000
Fair Housing Services[3]	Medium	$0	$0
Economic Development		**$0**	**$0**
Economic Development Initiative Grant[4]	Low	$0	$0

[1] The City will explore funding a downpyament assistance program with HOME funds available through the Sacramento Housing and Redevelopment Agency (SHRA) HOME Consortium.
[2] Permanent supportive housing needs are met through the Mather Community Campus, which provides long-term shelter and services to homeless individuals and families.
[3] The City is exploring other funding options outside of CDBG funds to support fair housing services more effectively.
[4] This program will be run through the Rancho Cordova Community Economic Development Corporation.

Attachment 5

City of Rancho Cordova Public Services Applications Received and Recommended Funding Levels

Applicant Number	Project - Organization	Project Description	Service Type	Funded by SHRA?	Fund Request	Leveraged Funds*	Minimum Funding Requested**	Recommended Funding	Comments
1	**Weed and Seed** Rancho Cordova Weed and Seed	Provides services that relate to neighborhood revitalization, including increased policing, problem prevention, and neighborhood restoration. The program benefits over 8,000 people living in target neighborhoods.	Neighborhood revitalization/ public safety services	Yes ($5,000)	$54,000	$225,000	$38,700	$38,700	Funding will allow the creation of a paid site coordinator position. Previous funding for the position came from donations from the business community, and future fundraising efforts could make up the difference between the request and the recommended funding.
2	**Meals on Wheels** Department of Human Assistance/Senior Nutrition Services Program	Provides five hot meals per week to homebound seniors and lunch to seniors at the Cordova Senior Center. 19,500 total meals are estimated to be served. Also provides regular contact for homebound seniors.	Senior services	Yes	$54,990	$101,802	$54,990	$28,905	Incorporated areas are expected by the County to make up the $2.82 per meal gap in funding. The recommended funding will cover hot meals for the 41 homebound seniors who are currently receiving meals.
3	**Roots and Horizons** Folsom Cordova Schools Foundation	Fosters safe and healthy mentoring relationships for 30+ children of incarcerated parents (or parent figures); goal is to improve school attendance and performance, and reduce drug/alcohol use.	Youth services	No	$40,000	$16,000	$29,250	$19,500	Roots and Horizons hoped to hire a program coordinator who would be dedicated full-time to establishing the program in Rancho Cordova. The recommended funding will fund a part-time program coordinator.
4	**Safe Harbor After-School Enrichment Program** St. Clement's Episcopal Church	Provides 36 low-income, latch-key, and under-performing elementary school students with homework assistance and tutoring in a supervised after-school environment.	Youth services	No	$20,000	$26,000	None given	$8,025	Funding will pay for half of the salary of an executive director for the program, who is needed to ensure the program's viability. The program may be able to raise additional funds for the executive director through private donations.
5	**Sacramento Self-Help Housing**	Provides counseling and housing referral services to 50+ homeless and near-homeless individuals and households.	Homeless services	Yes	$13,500	$3,850	$7,000	$5,304	This activity is an inexpensive way of helping homeless and near homeless individuals to obtain permanent housing. Funding will allow the organization to locate in the Rancho Cordova Neighborhood Center.
6	**Respite CLUB (Caring, Laughing, Understanding, and Belonging)** Cordova Neighborhood Church	Offers 8-10 hours per week of care to approximately 15 persons with severe memory loss (e.g. Alzheimer's disease), benefiting both participants and their caregivers.	Senior services	No	$13,218	$39,300	$5,200	$5,200	Funding at the minimum level will allow the program to expand in hours per week, by adding one part-time staff member to better serve participants' needs.
7	**InfoLine Sacramento** Community Services Planning Council	Telephone hotline that connects over 2,300 residents with over 2,400 community services and resources; aids low- and moderate-income people and seniors in finding the services best suited to their needs.	General public services	Yes	$12,389	$0	None given	$0	Funding InfoLine will ensure that RC residents have the same access to a wide variety of services as residents of other jurisdictions. InfoLine may continue to serve Rancho Cordova residents despite a lack of funding.
8	**Home Repair Program** Kiwanis Club of Rancho Cordova	Completes home repairs for low- and moderate-income individuals using mostly volunteer labor.	Housing	No	$25,000	This activity was ineligible under the RFP that was issued. However, a program is proposed that would allow volunteer organizations such as the Kiwanis Club to apply for funding to complete small repairs for low-income homeowners. This will also avoid requiring the organizations to comply with complicated and costly federal lead-based paint regulations.			

* Leveraged funds means funds from other sources (e.g., grants, private donations) that the organization has received or will receive for use specifically in Rancho Cordova.

** Minimum funding requested was provided by the applicant, based on their perception of the level of funding that would allow the proposed program or activity to remain viable.

MEMORANDUM

DATE: **APRIL 3, 2006**

TO: **CITY COUNCIL**

FROM: **PAUL JUNKER, PLANNING DIRECTOR**

SUBJECT: **SUNCREEK SPECIFIC PLAN**

OWNER / APPLICANT / DEVELOPER:	**ENGINEER:**
SunCreek Owners Group C/O John Hodgson 7700 College Town Drive #220 Sacramento, CA 95826	MHM Engineers and Surveyors 735 Sunrise Avenue, #220 Roseville, CA 95661

PROJECT: SUNCREEK SPECIFIC PLAN

FILE: RC-03-029

LOCATION: South side of Highway 50, east of Sunrise Boulevard, west of Grant Line Road, north of Jackson Highway and south of Douglas Road

APN: Various parcels

PLANNER: Paul Junker, Planning Director

STAFF RECOMMENDATION

Receive report from City staff regarding the proposed SunCreek Specific Plan and provide general direction regarding the proposed project. No formal action on this project shall occur at this study session.

BACKGROUND

The Hodgson Company, on behalf of the SunCreek Owners Group, has submitted a development application to the City for the nearly 1,253 acre SunCreek Specific Plan area. The project is located on the south side of Highway 50, east of Sunrise Boulevard, west of Grant Line Road, north of Jackson Highway and south of Douglas Road (See Location Map).

This project went through a design charrette with City staff, our consultant design team from the firm HDR, and the project applicants from March 21 to March 24, 2006 (See attached SunCreek Charrette Summary document). The proposed land plan is based on the design principles and mapping exercise that came out of the design charrette for the project, with some modifications by the project applicants.

AGENDA ITEM # 14

The land use plan that was produced at the charrette is similar to the plan that is currently proposed by the applicant, with the following notable exceptions:

- The HDR plan had more neighborhood greens and small parks. These parks were consolidated in this current land plan.
- The drainage basins were more linear than proposed by the applicant in this current proposal. Once the Drainage Study for the project is finished, staff can evaluate the merits of the proposed drainage facilities design.
- The HDR plan had smaller Public/Quasi-Public sites dispersed throughout the neighborhoods. The applicant has removed the smaller sites from the land plan in favor of larger (2.5 acres sites), but fewer, Public/Quasi-Public sites.

PROJECT OVERVIEW

The SunCreek Specific Plan area is proposed as a predominantly residential project. The project would include approximately 5,167 residential units at an average density of approximately 8.38 dwelling units per gross acre, 116 acres of parks, 71 acres of open space (including paseos, parkways, trails, and retention areas, 114 acres for schools including three elementary school sites (each approximately 11 acres in size) and one middle/high school site (approximately 80 acres)), 25 acres of village center/commercial mixed use, a fire station and two other Public/Quasi-Public sites (each 2.5 acres in size), and 222 acres of wetland preserve (See attached Land Use Plan and Land Use Table).

The SunCreek Specific Plan contains approximately 222 acres of wetland preserve, land which cannot be used for recreational purposes. The applicants have been working with the U.S. Army Corp of Engineers (Corp), the U.S. Fish and Wildlife Service (Service), and the U.S. Environmental Protection Agency (EPA). Development in much of the Specific Plan area is contingent upon securing Section 404 Clean Water Act permits from the Corps. In addition to the preserve land, there is an additional 17 acres of land designated as a buffer to the wetland area that may contain an off-street trail system.

The project will require the following entitlements: a General Plan Amendment, adoption of the Specific Plan, Rezone, Large Lot Tentative Map, Subdivision Maps, adoption of Public Facilities Financing Plan and adoption of a Development Agreement. The project will also require certification of a joint Environmental Impact Report/Environmental Impact Statement (EIR/EIS). EDAW has been selected as the consultant to prepare the EIR/EIS. The anticipated timeline for the EIR/EIS is approximately 18 months.

PROJECT DISCUSSION ISSUES

Staff requests the Council consider the merits of the proposed project, both in the project's context in the City's General Plan and at the project specific design level. The following issues, relating to both specific design issues and overall context, are provided to focus the Council in its review of the project.

RESIDENTIAL DENSITY AND MIX OF USES

The SunCreek Specific has an overall density of 8.38 dwelling units per gross residential. By comparison, the overall density for residential development in the Rio del Oro Specific Plan is anticipated to be 6.0 dwellings per acre and Sunridge East at 6.1

dwelling units per acre. As stated earlier, the SunCreek project is predominantly residential. The plan also includes Public/Quasi-Public land uses. These uses could include libraries, police substations, childcare facilities, churches, and other similar uses. The Suncreek plan includes approximately 7.4 acres of Public/Quasi-Public land.

STAFF RECOMMENDATION ON RESIDENTIAL DENSITY/MIX OF USES

The density of residential development for the SunCreek project is in line with the SACOG Bluebrint as well as being consistent with density ranges of surrounding projects. The mix of housing types is generally appropriate, but opportunities to expand the executive housing stocks for lot sizes of ¼ acre or larger should be explored. Staff recommends the incorporation of more Public/Quasi-Public designated land. Typically, these types of land uses are hard to locate after development has already been built. Staff is exploring various options in order to keep some land as Public/Quasi-Public designation for a period of time.

SIZE, LOCATION, AND CONFIGURATION OF PARKS, TRAILS, AND OPEN SPACES

The project proposes one community park location adjacent to the middle/high school site. This park is proposed to be approximately 40 acres and is planned as a joint use facility for the Elk Grove Unified School District and the Cordova Park and Recreation District. Details of the joint use agreement have not been worked out yet. There are also 76 acres of neighborhood parks in the Specific Plan. Neighborhood greens are proposed within some of the planned subdivisions and are less than 2 acres in size and will be maintained by a Homeowners Association. The Specific Plan also shows open space and trail connections throughout the plan area. These trails bisect the plan area and are adjacent to the wetland preserve.

STAFF RECOMMENDATION ON PARKS, TRAILS, AND OPEN SPACES

The location of a park in conjunction with the proposed high/middle school is consistent with the City's goal for these facilities and contributes to a defined neighborhood center. This configuration should be maintained. Staff also feels that the parks are evenly distributed throughout the plan. However, if more Public/Quasi-Public land is added to the Specific Plan as recommended by staff it should be located adjacent to the parks. The reason is two-fold, to keep "eyes on the park" and to have the park used by many people. Regarding trails, staff is generally supportive of the trail plan. As the primary link throughout the City, the trail plan needs a better connection to the Sunridge East property to the north. Organized athletic facilities would be located in the community park and will draw residents in from the community and not just SunCreek. The community park will act as a social gathering space, providing appropriate facilities and improvements to support community activities.

SCHOOLS

The SunCreek Specific Plan area is within the boundaries of the Elk Grove Unified School District. Within the plan area, the District has planned one high school/middle school site and three elementary school sites. The high school/middle school campus will be located on 80 acres adjacent to the community park. In preliminary discussions with the school district, the district is proposing a traditional suburban campus similar to other existing campuses in the school district. The elementary schools are proposed to be located on sites that are 11 acres in size. Enrollment for the elementary schools is projected to be 975 to 1,220 students on a year round basis and 850 students at any one time.

STAFF RECOMMENDATION ON SCHOOL ISSUES

Although the City does not have control over locational and design criteria for schools, staff feels that recommendations should be given to the school district. Staff recommends that the high/middle school site should be designed to be more urban. Potentially, the school could be two stories and have a more urban feel to it. Rancho Cordova has a history of small elementary schools serving neighborhoods. Staff recommends that the City encourage the school district to plan for smaller neighborhood schools within the SunCreek Specific Plan area. Planning for smaller schools could necessitate an additional elementary school site within the Specific Plan.

DRAINAGE, WATER QUALITY AND WATER SUPPLY

The SunCreek Specific Plan area is just south of the Anatolia III project, which is located to the north of the project site. The Anatolia III site contains a drainage facility, which is temporary in nature. The owners of the parcel south of Anatolia III are in disagreement over how to solve the drainage issue that exists in that portion of the plan area. There is currently a drainage study being conducted by MHM engineers to address this and other drainage issues. Staff is waiting on completion of this study to gather information on slopes and cross sections for drainage basins. The SunCreek plan area will be serviced by well water for a temporary time period (10 years or so). There will be wells located on at least two sites within the plan area. The issue becomes who will be responsible for these temporary well locations because the County will not accept temporary facilities.

STAFF RECOMMENDATION ON DRAINAGE AND WATER QUALITY ISSUES

Although staff is waiting on the completed drainage study for the SunCreek project, we wanted to let the Council know of issues related to drainage and water quality. Once staff reviews the document, recommendations can be made.

SUMMARY

Staff has identified key issues for which Council direction is requested. Based upon such direction, staff shall consult with and provide direction to the applicant for revising the land use map. Additionally, this presentation will allow the Council to review and comment on the overall SunCreek land plan. Such comments are consistent with the

Council's stated intent to provide early input on development projects to facilitate review project applications and to ensure such applications are "on the right track."

ATTACHMENTS

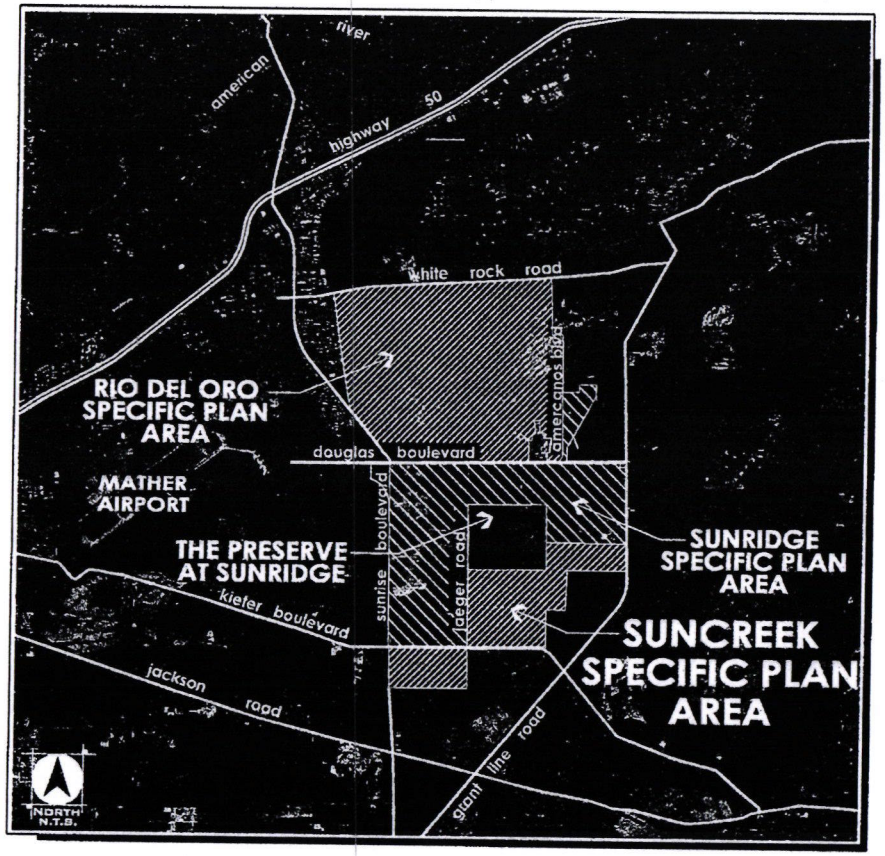
1. Location Map
2. SunCreek Charrette Summary document
3. Proposed SunCreek Specific Plan Land Use Map
4. Proposed SunCreek Specific Plan Land Use Table

LOCATION MAP

SUNCREEK SPECIFIC PLAN

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 2, 2006



WOOD RODGERS

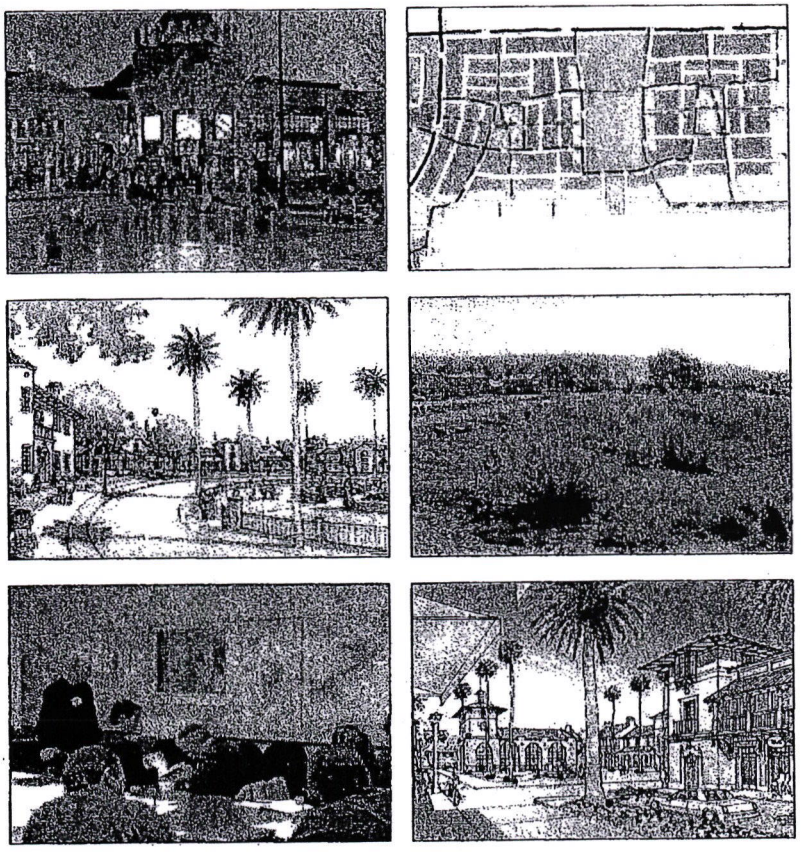
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

PHONE: (916) 341-7760 FAX: (916) 341-7767

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Attachment 1



SunCreek Charrette Summary

HDR

City of Rancho Cordova

- who from City?
- and retail consultant? market

Ken Cooley, Mayor
Robert McGarvey, Vice Mayor
Linda Budge
Dan Skoglund
David Sander

Ted Gaebler, City Manager
Curt Haven, Director of Economic Development
Paul Junker, Director of Planning
Cyrus Abhar, Director of Public Works
Greg Foell, Parks District

Applicant Participants
John Hodgson, The Hodgson Company
Brian Holloway, HRM
Lee Dillngham, Pardee Homes
Steve Crosbie, Investek
Gerry N. Kamilos, Gerry N. Kamilos LLC
James Van Maren, Beazer Homes
Bob Shattuck, Lennar Homes
Dean Sioukas, Jas Developments
Niki Doan, AKT Development Corp.
David Wade, Wade Associates
Donna Pasquantonio, Wood-Rodgers, Inc.
Orin Bennett, MHM Engineers

HDR Design Team
David Taylor
Derek Kantar
Ignacio Correa-Ortiz
Steve Coyle
Oliver Kuehne
Daniel Dunigan
Lisa Daugherty

SunCreek
Charrette Summary

Prepared by

HDR

for
The City of Rancho Cordova

September, 2005

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Introduction

As a newly incorporated city, Rancho Cordova, has defined an aggressive vision: ***Build a City.*** Its implementing themes are equally compelling: ***Placemaking, Catalyst for Change, Great Ideas, Land Use Change and Services for Quality of Life.***

Since Rancho Cordova is not a traditional city built around a historic downtown, the long-term planning strategy is to create a unique urban form. The City has elected to pursue an urban form composed of multiple centers, with each center designed to complement the way the City functions. This future urban form reflects many of the individual visions defined for land use, urban design, economic development, housing, circulation and open space, making intelligent use of natural and cultural resources. Twelve Guiding Principles unify these centers.

Such an approach to urban form relies on a hierarchy of activity centers that respond to diverse civic, symbolic, residential, commercial, employment and recreational needs within the City. SunCreek represents a dynamic opportunity to create this unique urban form.

Because the project is important to the community and the applicants, the City determined a design charrette was the best means to test and validate SunCreek's Development Program and Urban Design Plan. The design charrette was divided into three parts:

- **Pre-Charrette Activities** – Developing an understanding of the issues, the site, the current program and plan, and the regional/city market context. The Team also met with the City, the applicants, and local agencies with service or regulatory responsibilities.
- **The Design Charrette** – An intensive, interactive design process to develop a revised program and plan to meet City and applicant goals.
- **Post-Charrette Activities** – Documentation of the charrette process, findings and future actions.

The design charrette was held from March 21 to March 24, 2005. Attending were City officials and staff, the applicants, and their consultants, the HDR design team, Cordova Park and Recreation District, Elk Grove Unified School District, and several local service and regulatory agencies. All were active participants during these highly interactive sessions. The charrette focused energy and effort into an intensive four day design process. The intent of the design charrette was to:

Establish an overall planning context for SunCreek, serving as the coordinating build-out framework for future detailed project designs by the five participating property owners.

The City's *Vision, Guiding Principles and* (draft) *Design Guidelines* were used as the bases for developing the plan along with fundamental economic requirements for the project. Forging consensus and concurrence within a firmly established timeframe allowed *"win-win"* results for all parties while maintaining project momentum.

Pre-Charrette Activities

Prior to holding the design charrette, a series of preliminary activities took place to better inform the design team. HDR's design team met with the City and the applicants to discuss a wide range of topics, including general planning context for SunCreek, the purpose of the charrette, and to establish data requirements. This understanding was central to placing the project in a broader perspective while shortening the time required for the actual design charrette. These pre-charrette activities included:

Review of Plans, Proposals and Applications - The design team undertook a review and analysis of all available existing plans, studies, applications and recommendations. These included:

- *Rancho Cordova Urban Design Workshop*
- *Rancho Cordova General Plan Vision Book 2025*
- *Sunrise Douglas Community Plan*
- Development Applications and supporting information for SunCreek
- Other applicable plans and studies

Site and Environmental Analysis and Base Mapping - The design team reviewed environmental information with the City's Project Manager, and the City provided a digital base map. Information from the applicant was included as part of the base mapping materials.

The Regional Composite

The importance of the charrette for SunCreek is significant, not just for the project's success, but for its role in the success of the City's entire southeastern region.

SunCreek is currently the City's southernmost project to be submitted. The Waegell property sits below SunCreek, but no development plans have been submitted to the City at this time.

The Regional Composite map (Figure 1) depicts SunCreek's pivotal location in context of other planned projects. The reciprocal influences between the projects must be coordinated to the greatest extent feasible, given the dynamics of the current development environment.

From the regional context, there are several implications for the preparation of the alternative SunCreek specific plan:

- Reinforce the "regional" importance of SunCreek by:
  - ~ Recognizing Americanos Boulevard as the primary north/south arterial
  - ~ Placing the large community-scaled park toward the center of the project, in association with the middle-high school, reinforcing its role as a regional resource
  - ~ Using the preserved areas as the primary greenway/bikeway, serving as a unifying feature
  - ~ Providing a wide range of public/civic uses to give a special focus to neighborhoods
- Utilize the neighborhood planning concept that features a "center, middle (general) and edge"
- Use elementary schools and local parks as the neighborhood focal points
- Create a hierarchy of neighborhood roads and terminate vistas
- Connect all neighborhoods with appropriately scaled, inter-connected roads, greenways, and paseos.

Figure 1 - Regional Context

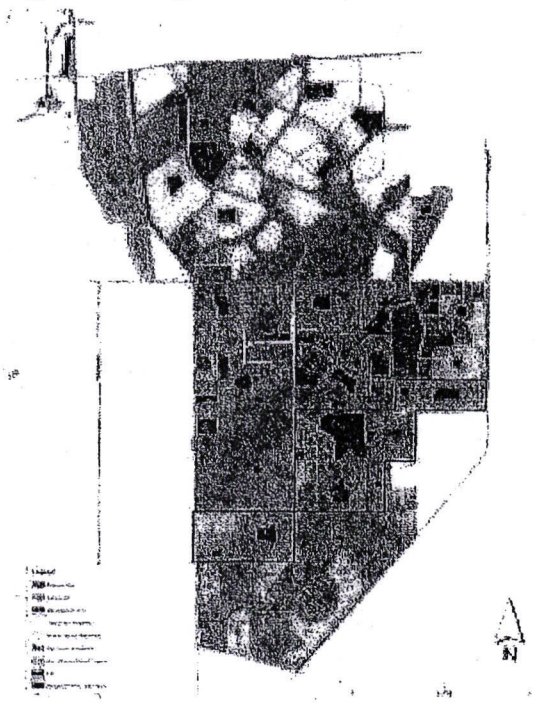
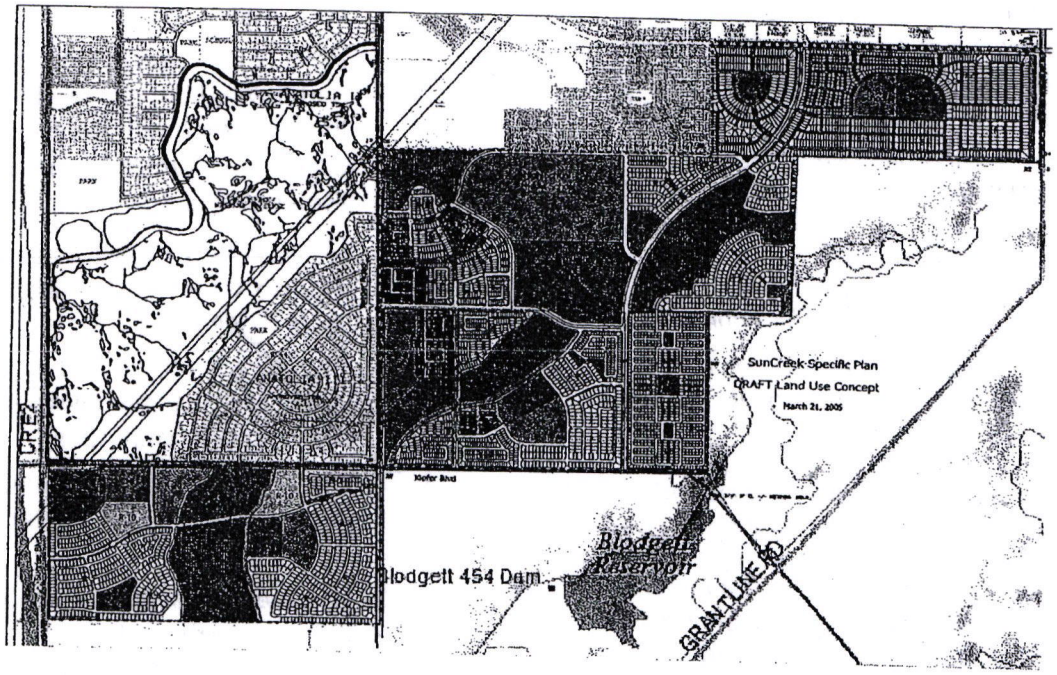


Figure 2 – Applicant Plan



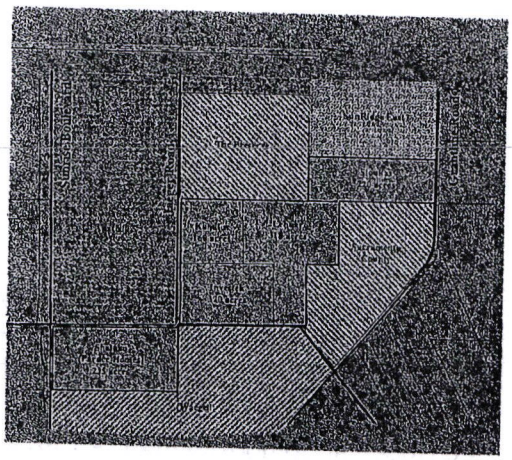
SunCreek Plan Review

A review of the most recently submitted land plan was conducted (See Figure 2).

. The results reveal:

- The plan is essentially in three sections: west, central, and east. These three sections are essentially "joined at the corners", resulting in a non-continuous project form
- There are five property owners with holdings in the three major sections. The ownership structure is significant, since there must be a balance of environmental, development capacity, school, and park between and among the owners. The desire is to avoid measurable penalties for any single owner (See Figure 3)
- The SunCreek Specific Plan has a build-out plan by land use category; a total unit count by type; community mixed use acreage; parks, open space and a major bicycle/pedestrian parkway.
-

Figure 3 - Ownership Pattern



- The general approach to land planning does not yield a neighborhood and community structure that tied cohesively to the Preserve at SunRidge and the City's preferred New Urban planning model
- Running diagonally across the properties is a major wetland preservation corridor, along with major public uses, such as parks and schools

- The acreage requirements for a centrally located high/middle school/community park complex create a planning constraint for the central section

The result is a difficult project development configuration, bisected diagonally by environmental features, and the multiple owner structure requires the owners to fashion a "trade-off" mechanism to balance their development rights equitably.

These factors set the parameters for developing a unified plan that yields sound neighborhood patterns and accommodates a mix of uses that help create a viable community in the City's rapidly-developing southeastern sector.

Pre-Charrette Meetings

There were three pre-charrette meetings, each designed to meet specific needs. The first two meetings were held on March 14, 2005, and the third was held on March 16, 2005.

The first meeting involved City staff and the design team. The meeting included:

- Introductions: Paul Junker
- Overview: Paul Junker
  - Charrette Purpose and Outcomes
  - Staff Roles
  - Technical Input Needed from Staffs
- Charrette Schedule: David Taylor
  - Day-by Day Review
  - Anticipated Staff Involvement
- Staff Review of Information: Group
- Q&A/Summary: Paul Junker/Group

As a result of this meeting, the data requirements were set, and the anticipated mapping resources were defined.

The second meeting involved City staff, the design team, and the applicants. The agenda for this meeting was:

- Introductions: Paul Junker
- Overview: Paul Junker
  - Charrette Purpose and Outcomes
  - Today's Purposes
  - Technical Input Needed from Applicants
- Charrette Schedule: David Taylor
  - Day-by Day Review
  - Anticipated Applicants Involvement
- Charrette Expectations: Paul Junker/Group
  - Plan Context (Composite/Gen Plan)
  - City Expectations
  - Applicants' Expectations
- Status of Plans and Data Availability: Applicants
- Q&A/Summary: Paul Junker/Group

As a result of this meeting the SunCreek applicants and their design teams had a better idea of the purpose and products of the charrette.

The third meeting involved City staff; the design team; and local agencies and entities with an interest in the project. The meeting agenda was:

- Introductions: Paul Junker
- Overview: Paul Junker
  - Charrette Purpose and Outcomes
  - Agency Roles
  - Technical Input Needed from Staffs
- Charrette Schedule: David Taylor
  - Day-by Day Review
  - Anticipated Agency Involvement
- Review of Information
- Q&A: Paul Junker/Group

The various agencies were pleased to be asked in advance about their respective roles in the review and approval processes. From this meeting, the agencies agreed to participate in the charrette and to provide, in advance, any standards and criteria that would affect the master plan (See Appendix C).

Composite Pre-Charrette Findings

From these pre-charrette activities, the following implications for the charrette were:

- The City's *Guiding Principles* will drive the Development Program and Urban Design
- Design principles of the New Urbanism also will be employed in the charrette and plan-making process
- SunCreek's success is critical, since it spans the entire east/west expanse of the southeastern area
- Coordinated City staff, design team, agency, and applicant involvement is crucial to success
- Having early agency involvement, especially the provision of standards and criteria, helps plan development and can expedite the approval process
- Market decisions made for this site will affect other emerging centers
- Connectivity with adjacent properties, and through environmental areas needs to be examined
- Decisions between the City, the Cordova Recreation and Park District, and the Elk Grove Unified School District are critical to final plan structure
- The current plan requires re-evaluation based on the City's *Vision, Guiding Principles, and Design Guidelines* (draft) and the principles of the New Urbanism.

Introduction

The purpose of the Charrette was to reach a decision on the preferred Land Plan for the SunCreek Specific Plan. The Plan was to meet or exceed the City's *Vision* and *Guiding Principles,* while accommodating the applicants' program requirements.

Charrette Goals

Based on the City's *Vision* in the *Draft General Plan,* the *Urban Design Workshop Results,* and applicant expectations, charrette goals were established to:

- **Set a high standard** for the development of SunCreek in the City of Rancho Cordova
- **Employ the City's *Vision, Guiding Principles,* and tenets of the New Urbanism** in reviewing the currently proposed plan and preparing a new concept plan
- **Utilize the Applicants' Development Program** to drive the plan; the total acreage, total population, use allocation and relative distribution among individual property owners
- **Present a consensus concept plan** that creates a fully-integrated community, reflecting the City's Vision and applicants' economic requirements
- **Establish a planning framework** as a means of evaluating more detailed development plans from the applicants
- **Allow the approval process to move forward as expeditiously as possible.**

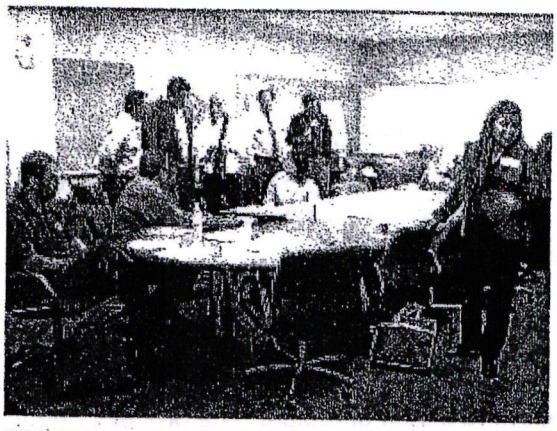
Design Charrette Schedule

The schedule for the four days is shown in the following series of tables. The process began with a presentation of expectations and ended with a consensus plan that would be used to guide the more detailed site development planning that would ensue.

Monday, March 21	
8:30 – 9:00 am	**Introductions and City Overview,** Paul Junker
9:00 – 9:30 am	**Context/Charrette Schedule,** Paul Junker/David Taylor
9:30 – 10:30 am	**SunCreek Presentations,** Applicants/Group
10:30 – 11:30 am	**City/Applicant Expectations,** David Taylor/City/Applicants
11:30 – 12:00 pm	**Q&A, Applicants Adjourn,** David Taylor/Group
12:00 – 12:30 pm	**Working Lunch**
12:30 – 1:00 pm	**Design Team Meeting,** David Taylor/Team
1:00 – 6:30 pm	**Team Design,** Team
7:00 pm	**Dinner**
Tuesday, March 22	
8:30 – 11:00 am	**Team Design Continues,** Team
11:00 – 1:00 pm	**City Staff Arrives: Table Top Review,** City Staff/Team
1:00 – 4:30 pm	**Working Lunch**
4:30 – 6:30 pm	**Team Design Continues, City Staff/ Agencies / Team**

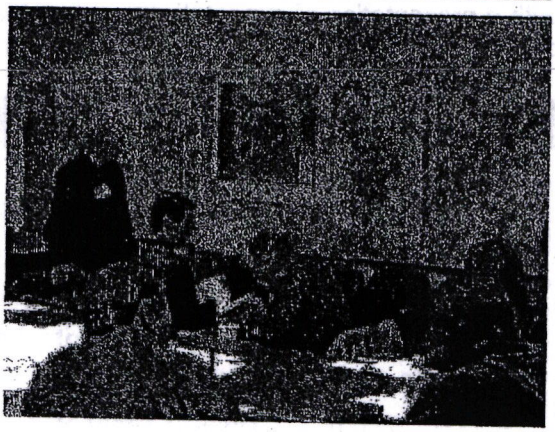
Wednesday, March 23	
8:00 am – 3:00 pm	**Team Design,** Team
3:00 – 5:00 pm	**Walk-Through Review,** Team/City/Applicants
12:00 – 8:00 pm	**Team Design,** Team

Thursday, March 24	
7:00 – 10:00 AM	**Prepare for Presentation,** Team
10:00 – 1:45 pm	**Presentation to City/Applicants,** David Taylor/Paul Junker/Team
1:45 – 3:00 pm	**Discussion and Consensus,** Paul Junker/Group/Team
4:00 pm	**Team Departs**







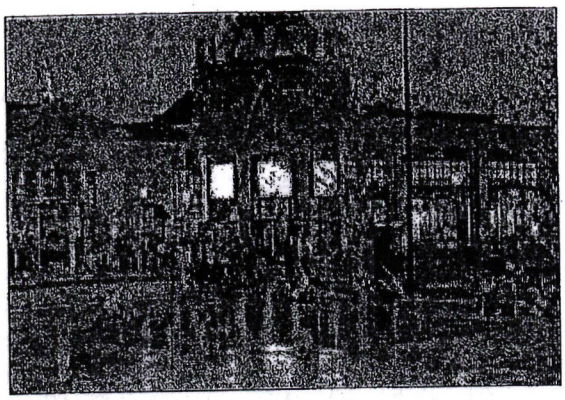


Design Principles

There are three sources of design guidance for the plan making process. The first is the Rancho Cordova's *Vision* of creating a city, along with eleven of the defined *Guiding Principles*. The second is the City's draft *Design Guidelines*. The third source for design standards and guidelines is from the Congress for the New Urbanism (CNU). The principles are drawn from its Charter, specifically dealing with the Neighborhood, the Block, the Street, and the Building.

The following pages combine the three sources into a single complementary set. The City's principles are in bold text, and the CNU principles are shown in plain text.

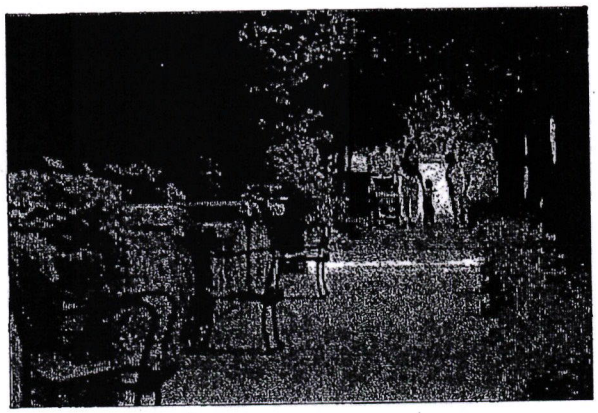
POSITIVE PUBLIC REALM EXPERIENCE



Focus is on the space that buildings and landscape create together, rather than just on their interior or exterior design.

- A broad range of housing types and price levels can bring people of diverse ages, races, and incomes into daily interaction, strengthening the personal and civic bonds essential to an authentic community
- A range of parks, from tot-lots and village greens to ball fields and community gardens, should be distributed within the neighborhood.
- Individual architectural projects should be seamlessly linked to their surroundings

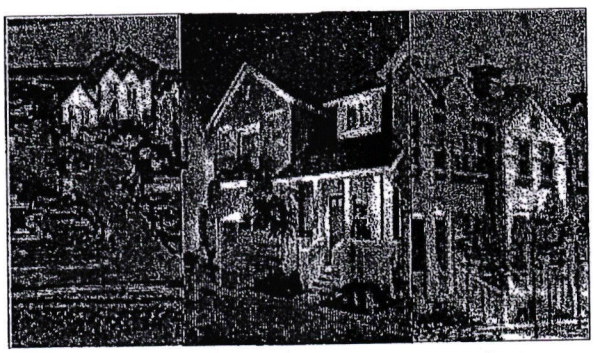
COMPREHENSIVE NATURE AND OPEN SPACE SYSTEM



A programmed, interconnected open space system that crosses ownership and unites the City's communities together.

- Concentrations of civic, institutional, and commercial activity should be embedded, not isolated in remote, single-use complexes
- Offer a range of parks, from tot-lots and village greens to ball fields and community gardens, should be distributed within the neighborhood.

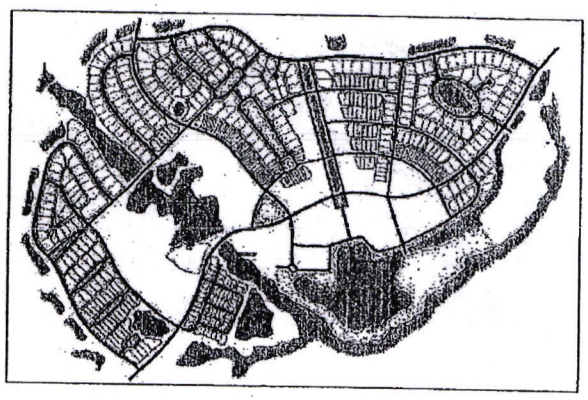
DIVERSE HOUSING CHOICES



Appealing to the diverse marketplace.

- A broad range of housing types and price levels can bring people of diverse ages, races, and incomes into daily interaction, strengthening the personal and civic bonds essential to an authentic community

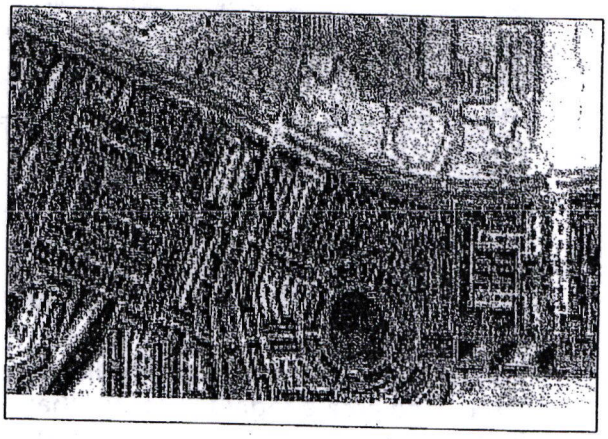
INTERCONNECTED AND GRIDDED STREET FRAMEWORK



Distinctive grid system that connects properties and places across ownership

- An interconnected network of streets, encourages walking, reduces the number and length of automobile trips, and conserves energy
- Streets and squares should be safe, comfortable, and interesting to the pedestrian. Properly configured, they encourage walking and enable neighbors to know each other and protect their communities.
- Views should be terminated by public squares, office buildings, landmarks, gazebos, or some other form of memorable identification.

INTEGRATED TOTAL COMMUNITY LAYOUT



Combined street and open space system connects the district with its neighbors regardless of use.

- The neighborhood is the essential element of development. It is an identifiable area that encourages citizens to take responsibility for its maintenance and evolution
- A neighborhood should have a center and an edge. The center should be a public space, whether a square or a green

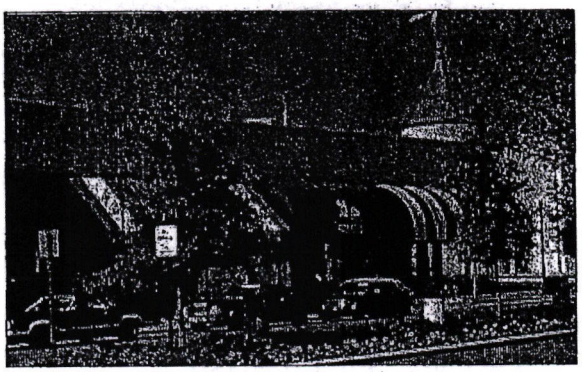
BALANCE CREATIVE WORKPLACES AND HOUSING



Rancho Cordova provides a healthy land use mix which allows one to live, work, (shop and play) within an interesting, creative and walkable environment.

- Neighborhoods have an interconnected networks of streets, designed to encourage walking, reduce the number and length of automobile trips, and conserve energy
- A broad range of housing types and price levels can bring people of diverse ages, races, and incomes into daily interaction, strengthening the personal and civic bonds essential to an authentic community

ACCESS TO INTERACTIVE SHOPPING EXPERIENCES



Shopping/entertainment at all scales (convenience, neighborhood, destination, regional, entertainment) is easily accessible to all neighborhoods

- Centers should be compact, pedestrian-friendly, and mixed-use
- Within a ¼ mile radius (5 minute walk) from the center all daily living activities should be satisfied. These activities should occur within walking distance of the center, allowing independence to those who do not drive, especially the elderly and the young

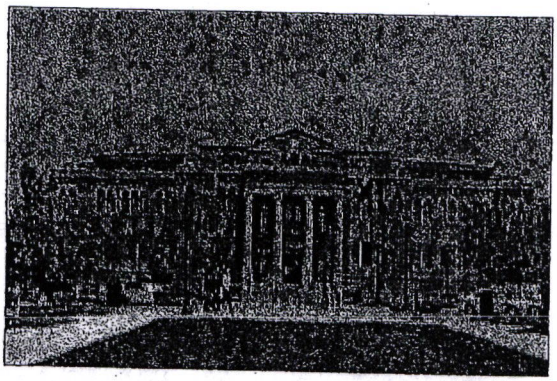
PEDESTRIAN-FRIENDLY STREET DESIGNS



Street designs consider their "place" as an assemblage of buildings, landscape, and engineering elements.

- The design of streets and buildings should reinforce safe environments but not at the expense of accessibility and openness
- The block structure should promote clear direction, coherence, interconnectivity and walkability

PROMINENT PUBLIC BUILDINGS



Key sites with strong vistas and redevelopment opportunities should be preserved for public buildings.

- Civic buildings and public gathering places require important sites to reinforce community identity and the culture of democracy. They deserve distinctive form, because their role is different from that of other buildings and places that constitute the fabric of the city.
- Views should be terminated by public squares, civic buildings, landmarks, gazebos, or some other form of memorable identification.

Charrette Summary

This summary provides an overview of the activities during the charrette's four days. One of the principal benefits of the process is the type of interaction that occurred. Not every detail is covered in the summary, but the essence of the sessions is captured. The Appendix identifies the attendees for the charrette.

- **Monday** – The first day was to establish a baseline understanding of the charrette process and schedule. With the SunCreek Specific Plan available, the information for environmental assets, current master planning, housing types, and general permitting requirements were set forth. Agencies also participated, and relevant criteria and standards were presented.

  The City outlined the rationale for the charrette and set forth the goals for the four days. Afterward, the applicants gave a complete description of the current land plan and the manner in which it was developed. The individual owners highlighted specifics they felt were important for the design team.

  By early evening, the design team had prepared its initial concept.

- **Tuesday** – The second day began with the design team refining the initial concept. A table-top review was held with the City, the applicants, and agencies to review that concept. Specific recommendations were suggested, and the design team began to further refine the plan. Consultations were held with the applicants' drainage engineer, and an independent market consultant advised the team regarding retail opportunities, especially grocery stores. Design continued into the evening.

- **Wednesday** – The team continued with design refinement, focusing on translating the various residential densities and types into "center, general, and edge" design topology. The parks and open space requirements, new to this project, were calculated and compared. The City, applicants, and agencies gave additional comments, and the final plan was initiated. Of particular concern was the loss by Lennar Homes of some 11-12 acres due to reconfiguration of the school and park sites. Design continued into the evening.

- **Thursday** – The final day was dedicated to finishing the plan and preparing for the afternoon presentation. A presentation was made to the City and applicants, and the agencies; a question and answer period ensued. In general, the City felt like the redesign satisfied its vision and Guiding Principles. The applicants recognized that the plan was conceptual in nature, and that it would guide their more detailed neighborhood plans. Three specific areas were targeted for refinement – the paseo structure in the Sioukas property; the Lennar/School/ Community park area; and the Kamilos property. The City also decided to become directly involved with the school district in tying down the exact requirements for the school site. A limited amount of post-charrette refinement was completed.

Planning Premises

During the early discussions, several design premises were developed to guide plan preparation:

- Utilize a Regulating Plan to guide future detailed plans. The principal distinction of the charrette was not to prepare a **final** plan; rather the intent was to develop a planning framework used to evaluate more detailed neighborhood plans submitted in the post-charrette period. The Regulating Plan is based on each neighborhood having three features: a center, and general and edge
- Distribute neighborhoods among the three planning sections – west, center, and east
- Develop a hierarchy of neighborhood roads that link the neighborhoods to the principal roadways – Americanos, Jaeger,

Kiefer, and Sunrise. Promote connectivity while minimizing direct routes

- Establish a parks and open space system based on new City policy – parks space calculated at 7 acres per 1000 population, and additional open space (parks, paseos, etc.) based on 10% of the net residential acreage; for paseos, interior linkages are preferred, but green areas along streets are limited to 15% of the open space requirement
- Coordinate the development of the large community-scaled park with the middle/high school complex; the intent is to share facilities between the schools and the park; the community park is to provide neighborhood park facilities for the neighborhood to the south, and it is connected by the Parkway along Americanos.
- Utilize parks, elementary schools, and worship sites as neighborhood focal elements; locate places of worship near the school to share parking
- Co-locate fire and police facilities with other community facilities and/or commercial areas
- Retain the proposed SunCreek Parkway as a community-unifying feature, running the entire extent of the plan, from the southwest to the northeast
- Employ the required stormwater retention facilities as part of the open space concept.
- Delete or minimize, when possible, approved roadways through environmental areas; or convert them to bike/pedestrian ways
- Subordinate the commercial and mixed use components within the neighborhoods, locate the principal center at the corner of Sunrise and Kiefer. Express a bold "crescent" development form at this major commercial location.

Planning Parameters

The stated intent of the charrette was to use the applicants proposed land use plan as a guide. The Land Plan and associated Land Use Table set the parameters for the charrette. The Land Use Table detailed the total property acreage; the various land use categories, by owner; the average density; and an estimated total population. The design team accepted the following parameters for the planning process:

- Total Acres – 1,253
- Total Dwelling Units – 5,200
- Total CMU – 28 Acres
- Stormwater – 34.4 acres (and the suggested basin locations)
- Estimated Population – 15,200

Several area adjustments were made based on two changes by the City subsequent to the preparation of the provided Land Use Table. Park dedication requirements had been adjusted (from 5 acres per 1000 population to 7 acres per 1000 population), and there was a new requirement for open space based on 10% of the residential acreage.

As a result, the following adjustments were made to the parameters:

- The net residential acres fell from 706 acres to 673 acres (due to new park criteria)
- Park requirements rose from 85 acres to 106.4 acres
- Open space requirements fell from 70.6 acres to 67.3 acres
- Average density rose from 7.4 to 7.8 units per acre.

Based on these revisions, the design team began the specific planning process.

The Specific Plan

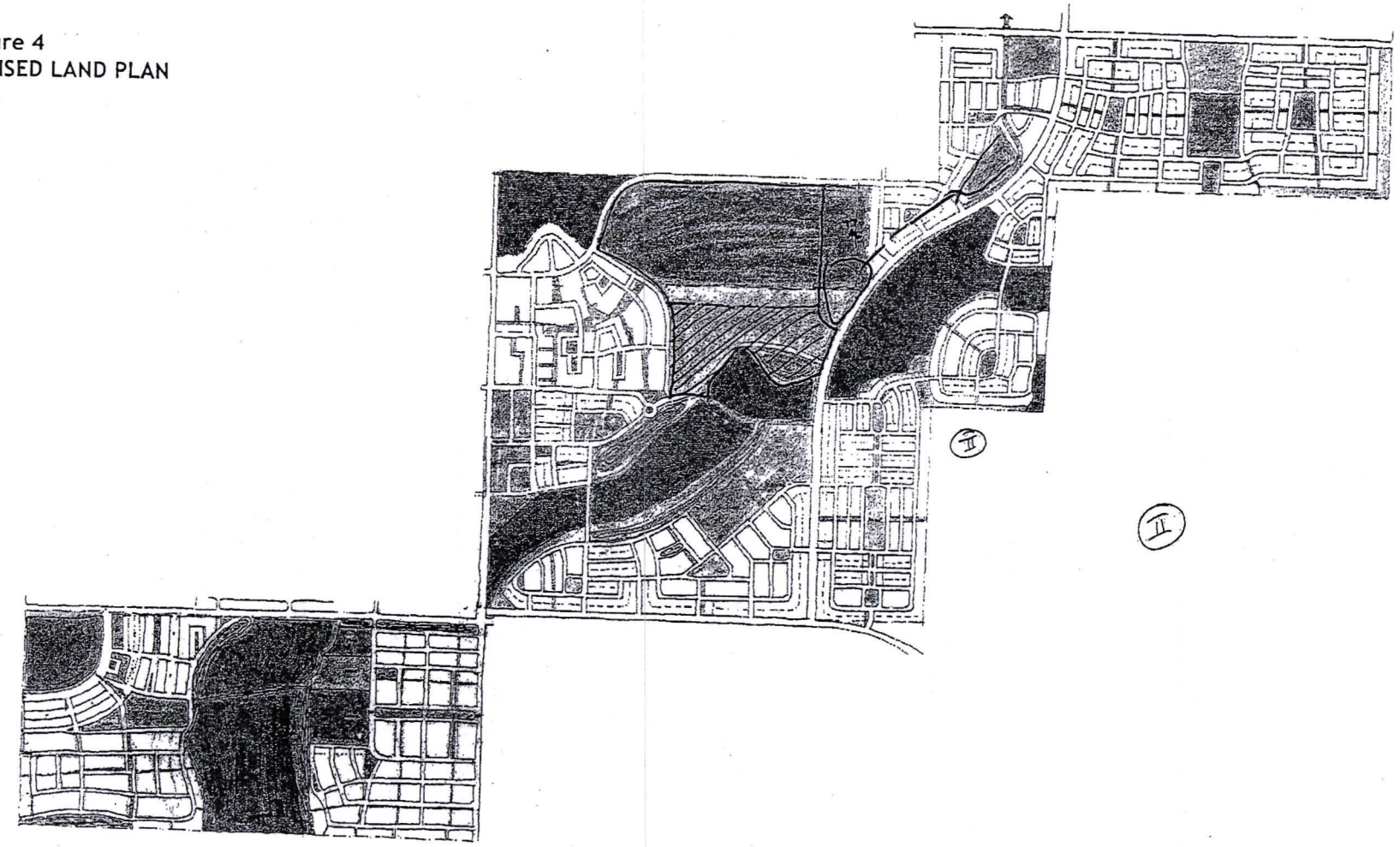
Since the applicants had presented a draft land plan, the design team used that plan for the initial plan structure. The planning premises and parameters were used to drive the plan. Over a two day period, the team prepared two revisions, addressing and responding to site factors, stormwater, park and school requirements, retail market factors, and specific owner preferences.

Sound City design principles were expressed in the land plan. Features of the revised Land Plan are as follows:

- A series of nine neighborhoods that respond to location attributes and unique forms, including dividing the single Kamilos and Investek neighborhood (along Jaeger) into two neighborhoods
- Maintain the general integrity of the Kamilos neighborhood, while adding street connectivity
- A road system that minimizes wetland crossings, has visual deflection to discourage cut-through traffic, without sacrificing connectivity
- Commercial and CMU locations similar to the owners' draft plan
- A complementary series of parkways, paseos, trails, detention basins, and environmental features linked to form a central amenity for the entire SunCreek community
- A smaller footprint and configuration for the school, reflecting the minimum site criteria (77 acres)
- Improved elementary school and recreation area relationship within each neighborhood
- Relocating the detention basin on the community park site to provide a more regular configuration

This revised land plan (Figure 4) became the precedent for the implementing Regulating Plan. All draft plans are found in Appendix D.

Figure 4
REVISED LAND PLAN



The Regulating Plan

The principal difference in this charrette, as opposed to the earlier ones, is the level of detail. The City asked for a plan that was more general in nature. Previous charrette plans were more specific, with detailed blocks and lots drawn and calculated. Given the size (1,253 acres), the ownership structure, and the City's intent on re-structuring the form of development, a different approach was appropriate.

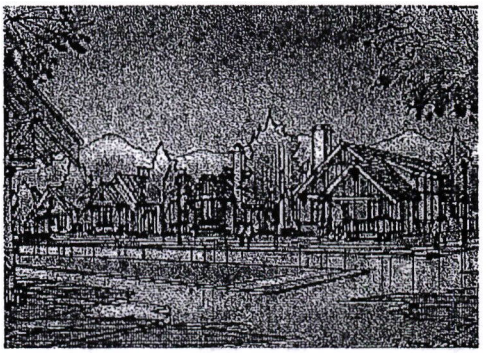
This led to the Regulating Plan as the guiding document. The Regulating Plan is based on designing neighborhoods using three categories of development types: Neighborhood Center, Neighborhood General, and Neighborhood Edge. Commercial and Community Mixed Use categories are carried over from the original land plan. In addition to these categories are parks, schools, open space, environmental set asides, and other community facilities.

The four principal categories are:

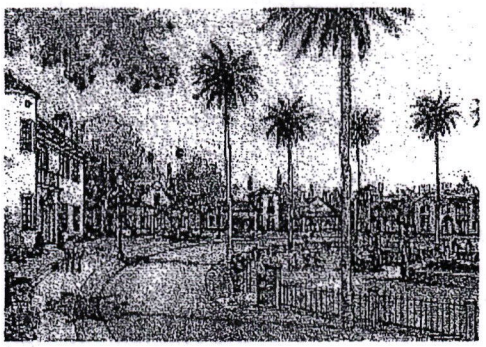
Center - The Center zone identifies higher density areas of the neighborhoods that are intended for small lot detached houses, duplexes, bungalow courts, live/work, and rowhouses.



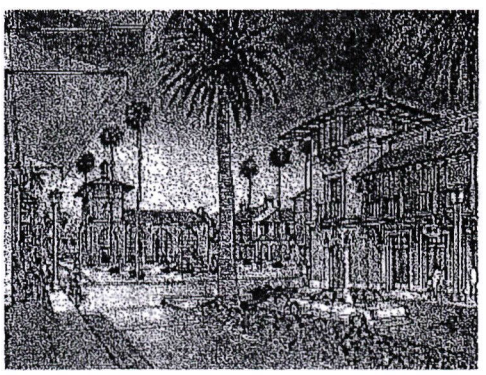
General - The General zone surrounds the Center, and it reflects areas appropriate for a diverse mix of residential types. Such types can include duplexes, bungalow courts, on a wide variety of lot sizes.



Edge - The Edge zone identifies the lowest density areas of the specific plan, adjacent to open space corridors and intended for development with detached single-family homes, primarily on larger lots.

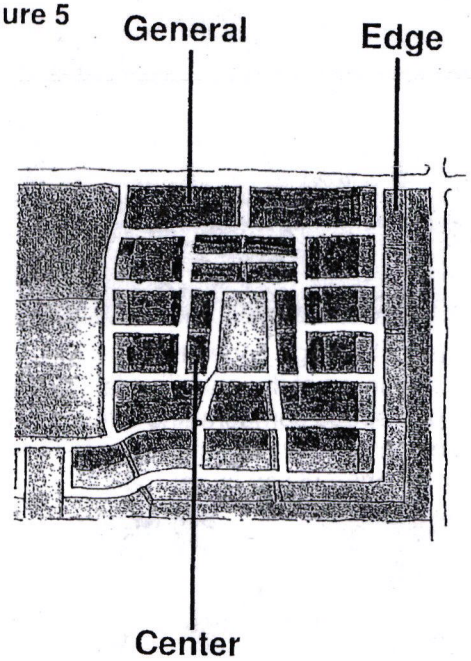


CMU - The CMU zone identifies the pedestrian-oriented areas intended to be occupied primarily by flex buildings that may accommodate retail or office uses on ground floors, and offices and flats on second and third floors.



Using the typologies discussed above, the Land Plan was translated into the Regulating Plan. Figure 5 is an excerpt from the Regulating Plan that corresponds to the Center, General, and Edge categories.

Figure 5



The Regulating Plan responds to the planning premises and the planning parameters presented earlier. The response is reflected in two primary ways - the initial unit count for the Regulating Plan is approximately 5,030 units, compared with the baseline of 5,200 units. The residential types in the owners' land plan were translated into Center, General, and Edge categories. The table illustrating the existing land use categories (by property owner) and the corresponding Regulating Plan categories is found in Appendix D.

To further correlate, the applicants land use categories are identified by Regulating Plan Categories. (Figure 2). This comparison will assist the applicant in preparing individual project plans to be submitted for approval by the City.

Regulating Plan – The recommended Regulating Plan (Figure 6) depicts:

- Nine neighborhoods, all with a defined gathering space as the focal point
- A hierarchy of primary streets, neighborhood streets, and paths/paseos
- One commercial and one CMU location. The "Crescent" is the larger commercial center, and it responds to the location at Sunrise and Kieffer
- The parks, open space, detention basins, and the environmental system are well integrated
- Community design continuity is provided despite the overall project configuration.

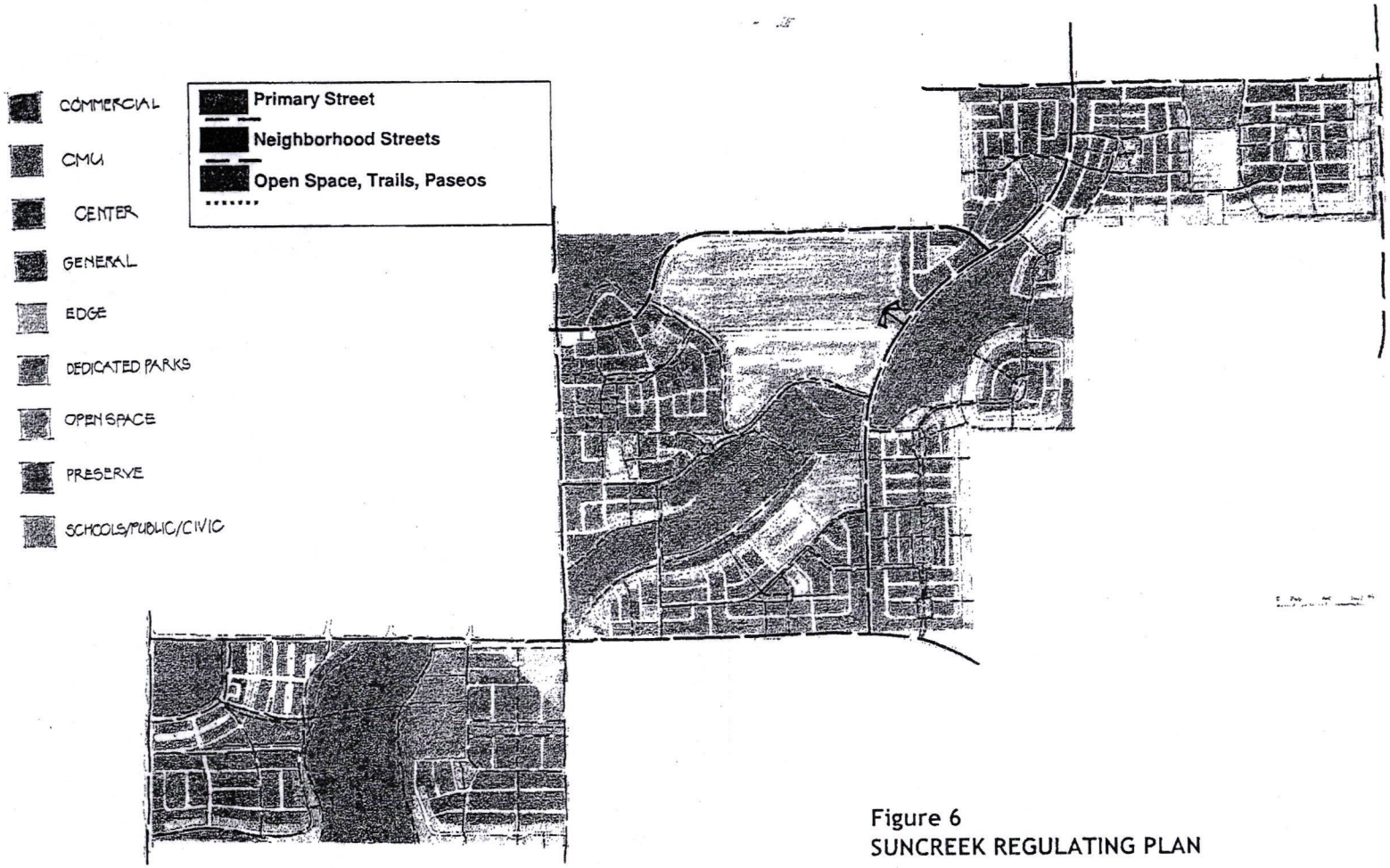
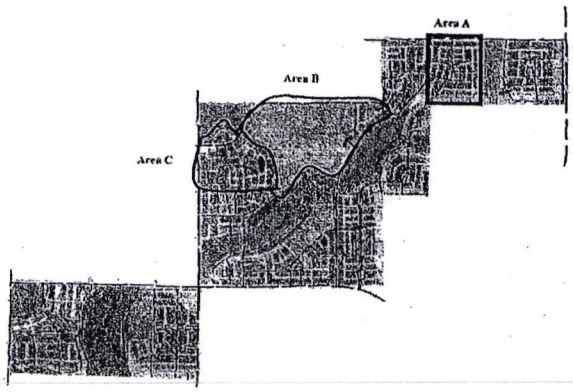


Figure 6
SUNCREEK REGULATING PLAN

Post-charrette Plan Issues

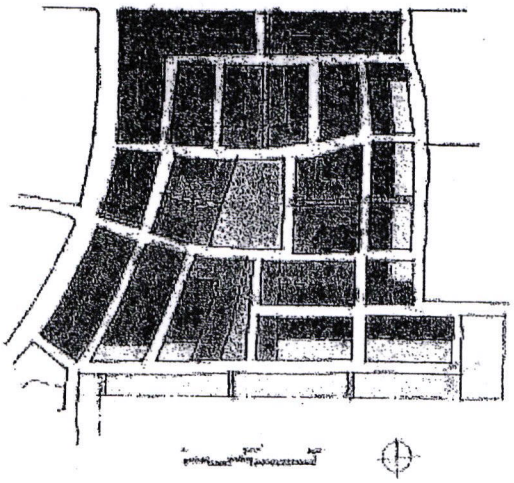
After the final charrette presentation, a meeting was held with the City, the applicants, and members of the design team. The meeting defined three specific issue areas for further consideration and detailing – the paseos in the eastern section; the Lennar/school/park area in the central section; and the Kamilos property, also in the central section. These are designated as areas A, B, and C, and they are noted on Figure 7.

Figure 7: Post-charette Issue Areas



Section A – Sioukas Property

City staff, while satisfied with the regulating plan for the eastern section, was concerned that the paseos crossed too many streets, especially east of Americanos Boulevard. Such crossings were seen as a potential safety issue for paseo users as they tried to access the SunCreek Parkway, and the larger open space and trail system. Using essentially the same block structure, the pattern was rotated 90 degrees with the paseos principally running north and south. This allows an interesting neighborhood variation, and a series of north, south, and western links is afforded to the SunCreek parkway and the open space system.

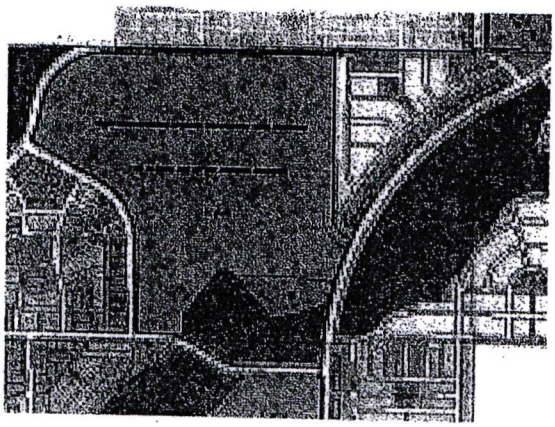


Area B – Lennar/School/Park Area

As a result of reshaping the school and park configurations, the Lennar property between Americanos Boulevard and the school was reduced in size by some 12 acres. Lennar expressed deep concern for this reduction. A meeting was held to address this situation and alternative approaches were discussed. The City and design team set forth proposed principles to address this issue.

While the City engaged in discussions with the school district regarding minimum size requirements, the school and park districts agreed to meet and plan for joint use of facilities, thus possibly reducing the need for "maximum" requirements for each use. Several alternatives were considered, and Figure 8 depicts the revision proffered by Lennar. Final resolution requires a collaborative effort between the property owner, the City, and the park and school districts.

Figure 8



Area C – Kamilos Property

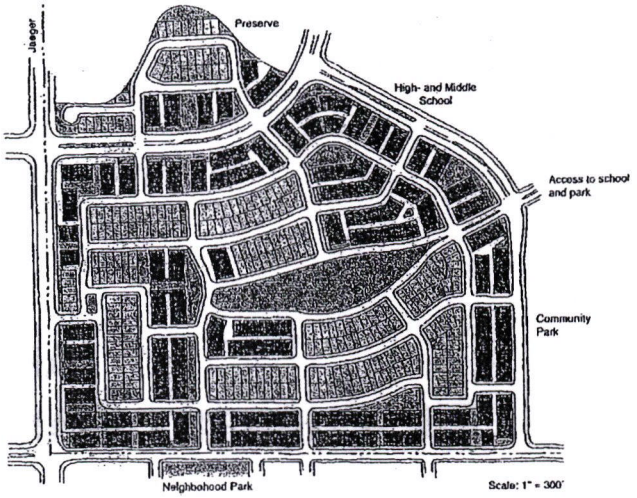
Prior to the charrette, a detailed plan had been prepared for the Kamilos property, and it reflected the City's new interest in paseos as part of its open space network. Paseos may be characterized as more linear open space elements that may be internal to a site or running parallel to selected roadways (but in a limited capacity). The plan for the Kamilos property was almost exclusively internal to the design, in effect a pod approach to design. While graphically attractive, the concept led to two principal concerns – how the Kamilos plan related to the greater neighborhood structure with Investek; and the effect a totally internalized paseo system has on neighborhood character.

To the latter, the use of paseos meant that many homes fronted the open space, and the units were accessed by alleys. The pattern was so pervasive that the alleys became, in effect, the "public streets". This design typology creates an extremely tight circulation system, and it makes for confusing way-finding within the neighborhood. It also gives less attention to street connectivity with the abutting neighborhoods. As a result of this highly internalized condition, the City's preferred neighborhood structure was not realized.

To address this issue area, a separate agreement was struck to prepare an alternative that blended the current design with the traditional neighborhood approach. The intent of the exercise was to refine the plan while maintaining the unit count. The original pan had 642 units, and the alternative plan yielded 725 units. The proposed alternative plan is illustrated in Figure 9.

Figure 9

Neighborhood Plan



Kamilos Site - Rancho Cordova, California

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Product Mix

R10 35x70:
252 DU

R12 28x68:
305 DU

R16 Rowhouses
168 DU

Total: **725 DU**

APPENDIX A
PRE-CHARRETTE AND CHARRETTE ATTENDEES

APPENDIX B
SUNCREEK LAND USE TABLE

SunCreek Specific Plan
Land Use Table

ITEM	LAND USE	KAMILOS		JAEGER RANCH		SHALAKO		SIOUKAS ETAL		LENNAR		TOTALS		ALLOCATION PERCENTAGE	
	Categories	AREA acres	Dwelling Units	AREA acres	Dwelling Units	AREA acres	Dwelling Units	AREA acres	Dwelling Units	AREA acres	Dwelling Units	AREA acres	Dwelling Units	Percent of Res Type	Percentage of Total Area
	RD-5	0.00	0	0.00	0	0.00	0	43.80	213	79.44		123.24	213	4.1%	9.6%
	RD-5-7	21.50	155	34.21	171	159.80	791	103.60	802	82.00	429	401.01	2,148	40.9%	32.0%
	RD- 8-12	31.00	315	75.30	759	18.70	187	34.60	308	0.00	780	159.60	2,349	44.7%	12.7%
	RD-16-20	10.50	172	0.00	0	11.40	228	0.00	0	0.00	0	21.90	400	7.6%	1.7%
	CMU	0.00	0	17.27	94	10.30	52	0.00	0	0.00	0	27.57	146	2.8%	2.2%
	NEIGHBORHOOD PARK			11.00		14.10		15.10		5.80		46.00	0		3.7%
	COMMUNITY PARK	12.00		0.00				0.00		27.00		39.00	0		3.1%
	PARKWAY, PASEOS AND TRAILS	4.80		13.60		8.50		7.14		7.50		41.54	0		3.3%
	DETENTION BASIN			8.60		6.30		0.00		6.30		21.20	0		1.7%
	WETLAND PRESERVE	26.63		51.97		72.29		0.00		63.10		213.99	0		17.1%
	SCHOOL	36.00		10.00		10.00		10.00		45.00		111.00	0		8.9%
	MAJOR ROADS	17.57		13.05		8.61		5.86		1.86		46.95	0		3.7%
A	TOTALS	163.80	642	256.00	1026	320.00	1278	285.00	1324	318.00	1209	1342.80	5,259		100.0%
B	TOTAL RESIDENTIAL ACRES	63.00		109.50		189.00		161.80		180.24		705.75			
C	AVERAGE RESIDENTIAL DENSITY/OVERALL											7.37	Dwelling Units Per Gross Residential Acre		
D	ESTIMATED POPULATION	1,574		2,974		4,468		4,010		3,627		15,221			
	PARKS														
E	PARK ACRES REQUIRED	12.60		20.55		22.40		23.50		19.35		98.40			7.0 acres per 1000 residents
F	TOTAL PARK ACRES PROVIDED	12.80		21.80		14.00		13.00		26.00		87.60			5.8 acres per 1000 residents
G	PASEOS, PARKWAYS, TRAILS PROVIDED	4.80		13.60		8.50		7.14		7.50		41.54			2.7 acres per 1000 residents
H	TOTAL PARKS, PASEOS AND TRAILS CREDIT PROVIDED	17.60		35.40		22.50		20.14		33.50		129.14			8.3 acres per 1000 residents
	OPEN SPACE														
I	LANDSCAPED DETENTION BASINS PROVIDED	0.00		8.60		6.30		0.00		6.30		21.20			1.4 acres per 1000 residents
J	WETLAND PRESERVE	26.63		51.97		72.29		0.00		63.10		213.99			14.1 acres per 1000 residents
K	Reserve Acres Specific Open Space	0.00		0.00		0.00		0.00		0.00		0.00			0.0 acres per 1000 residents
L	OPEN SPACE AREA PROVIDED	26.63		60.57		78.59		0.00		69.40		235.19			15.5 acres per 1000 residents
M	REQUIRED OPEN SPACE ACRES RESIDENTIAL ACRES	63.00		109.50		189.00		161.80		180.24		705.75			2.8 acres per 1000 residents
N	Parks, Open Space and Schools as a Percentage of Total Area	16.0%		40.5%		41.9%		19.6%		37.5%		37.5%			

Wade Associates

3/20/2005

APPENDIX C
AGENCY STANDARDS

RANCHO CORDOVA POLICE DEPARTMENT

Thomas McMahon
Chief of Police

10361 Rockingham Drive
Sacramento, California 95827

916.875.9600 – Main
916.875.8673 – Fax

www.RanchoCordovaPD.com

March 21, 2005

David Taylor
HDR
2365 Iron Point Road, Suite 300
Folsom, CA 95630

RE: SUNCREEK CHARRETTE

Dear Mr. Taylor:

You have requested that the Rancho Cordova Police Department provide comments regarding the Environmental Impact of the Rancho Cordova General Plan. The following comments are provided for inclusion in the General Plan:

1) NEIGHBORHOOD DESIGN

The Rancho Cordova Police Department provides planning comments based on the concepts of Crime Prevention Through Environmental Design (CPTED). The basic concepts of CPTED are: natural surveillance, territorial reinforcement, and access control. Physical separation between buildings and exposures must be designed to increase visibility within developments. Improvements to the physical structure can prevent crime. Recognizing there may be inherent conflicts between law enforcement, design and other planning objectives the intent of these measures is to seek cooperative solutions.

a) The following items are administrative in nature, and will provide a roadmap to designing safer communities. Working with the City Planning Department, the Police Department will:

b) Prepare a "security ordinance" which will provide minimum safety and security specifications for new residential and commercial developments.

c) Adapt transit-oriented development guidelines to the needs of crime prevention to the extent possible.

2) PEDESTRIAN EASEMENTS

Pedestrian easements have historically been a problem area for law enforcement. Depending on the design, they can be choke points for criminal activity, i.e. assault, rape, drug dealing, gang activity, or they can be a conduit for aiding crimes. The classic example of this would be someone committing a burglary on one side of the passage way and escaping to the other side on a bike or on foot to a parked car. The pursuing patrol vehicles have to drive blocks around the easement and try to locate the fleeing suspects.

Although the best solution for law enforcement is to avoid the use of pedestrian easements, we realize the perceived and actual usefulness of such walkways. Prior to considering a pedestrian easement, a direct street connection between retail/commercial and residential areas should be evaluated. Secondary feeder streets and the like create attractive and safe access points between typically conflicting uses. The following listings of conditions are the standard items requested by the Police Department on easements:

a) Fencing for the side yards of the two homes adjacent to the walkway shall be constructed of vertical wrought iron or tubular steel to allow for visibility into the easement while discouraging trespassing.

b) The walkway shall be a minimum width of 12 feet, to allow public safety vehicles direct access to the walkway. The opening of the easement shall be accessible to public safety vehicles using a "Knox box", knockdown bollard, or similar devices. The walkway material shall be to the satisfaction of the fire district.

c) All homes along the walkway shall either face or directly back up to the walkway. No side yards shall be allowed along these easements. This is to allow for direct visibility into the walkway. Side yards are not typically well used by residents.

d) There shall be no gate or closing device used to block the entrance to the walkway.

e) Crime prevention landscape materials shall be used along the fencelines to discourage loitering and minimize opportunities for suspects to "lie in wait" for potential victims.

f) The walkway shall be straight, with no areas for suspects to hide or sit without being seen.

g) Proper curb and signs at both entrances prohibiting parking in front of the passage way. A standard eight inch vertical curb, painted red and signs will discourage most unwanted traffic.

h) Night illumination of 1.5 footcandles minimum maintained along the foot walk. Fixtures will be vandal resistant and have shields to prevent unwanted light directed into adjacent homes.

i) A funding mechanism and/or CC&R's in place to provide costs for lighting and maintenance, road and fence repair, clean up, and enforcement of the parking laws.

j) There is an understanding that the Sheriff's Department can have design inputs to satisfy our public safety concerns. We are to work with the project applicants [engineers and

contractors] to come up with a design that would be approved by the Planning Commission before being passed on to the Board of Supervisors for final approval.

3) **SUBDIVISION/BUILDING CONDITIONS**

a) Applicants shall be encouraged to develop neighborhoods that provide for "eyes on the street". Living areas such as kitchens, eating areas, living rooms, and office/den spaces should be provided on the front of residential units. This will allow for the "natural visibility" of roadways by residents during the normal course of their days. Would-be burglars don't like the possibility of being visible to residents. Front porches/patios shall be provided to allow for the natural viewing of the roadways by residents.

b) All homes placed along a public roadway or right-of-way shall be oriented to face the public roadway. This will discourage illegal "car dumps", excessive parking on-street, and other traffic and parking related activities.

c) All public roadways shall be developed to the specifications of the fire marshall to allow for sufficient space for parking on both sides of the street.

4) **LAW ENFORCEMENT FACILITIES**

a) With a rapidly growing population on the south end of the City of Rancho Cordova, additional Police Department facilities will be necessary. The amount of space necessary will depend on the desire of the City of Rancho Cordova to provide enhanced services.

b) Should a "stationhouse" style facility be desired, the minimum amount of interior space shall be 20,000 square feet. There shall be room for, at minimum, 125 parking spaces designated for police vehicles and employee parking.
   i) Typically, a stationhouse is a full service police facility, staffed with patrol officers, investigators, volunteers, and support staff.
   ii) Stationhouse location should be along a major roadway, with good traffic flow and easy access to the surrounding community.
   iii) Because stationhouses are the dispatch locations for patrol officers, they should be located away from pedestrian-oriented facilities, including schools. Effective co-location of stationhouses is possible near parks and similar facilities, based on the characteristics of the location to be considered.

c) Should "service center" style facilities be considered, minimum floorspace shall be 5,000 square feet.
   i) Typically, a service center is staffed by support staff, a minimum (1 or 2) Police Officers/Deputy Sheriffs, and volunteer report writers.
   ii) These facilities are usually located within a strip mall or similar facility.

iii) Co-locating service centers with fire facilities is another effective strategy for providing service to the community.

5) **LAW ENFORCEMENT STAFFFING**
Based on City of Rancho Cordova estimates of 2.9 residents per dwelling unit, the Rancho Cordova Police Department will require an additional 18.9 officers to maintain a 1:1,000 officer:population ratio.

If you should have any questions, please contact me any time at 876-7599.

Very Truly Yours,

CSS III Jeff Rodrigues
Crime Prevention Specialist
Sacramento County Sheriff's Department/Rancho Cordova Police Department
jrodrigues@sacsheriff.com

Cordova Recreation and Park District

Sun Creek Development

Projected Population		14,160 people			
Park Requirement @ 7Ac. / 1000 people			=	99.12 Ac.	106.55
Community Park	1 @	45 Ac	=	45 Ac.	
Neighborhood Parks	2 @	10 Ac	=	20 Ac.	
	6 @	5 Ac	=	30 Ac.	
Pocket Parks	10 @	0.4	=	4 Ac.	
Total				99 Ac.	

Potential Programs for the Parks *

Community Center
Community Gathering Space
Neighborhood Gathering Spaces
Destination Play Areas (Distinct to each park with art and or cultural ties)
Water spray play areas
Restrooms @ each Neigborhood and Community Park
Lighted Sports Fields
- Soccer
- Adult and Girl's Softball
- LittleLeagueBaseball

Unlit Sports Fields
- Soccer (Regulation Size and Bantom Size fields)
- LittleLeagueBaseball
- Softball

Basketball Courts
Lighted Tennis Courts
Links to Trail System
Unprogrammed multi-use turf area
Urban Forest/Landscaped Areas
Skate Park
Dog Park neighborhood scale (Pocket Park could serve as one)
Parking Areas to support above program
Addition of Gymnaseum at Middle or Elementary School

*Quantity and distribution by park type with cost being prepared

March 17, 2005 DRAFT

Sacramento Metropolitan Fire District
Fire Station Placement Criteria

1. Service level goal: 90% of calls served within 6 minutes

2. Ratio of fire stations required to serve a proposed average medium density residential area:
   - One new fire station per every 8,500 housing units.

3. Placement of fire stations.
   - approximately 1.5 – 2.0 miles apart in urban areas
   - actual placement contingent upon following factors:
     population density; occupancy type; building stock age, type, and protection systems; projected calls for service; response time for initial resource; response time for initial assignments; response time for second resource.

4. Specific site requirements.
   - approximately 2.5 acres of level usable land in approx. square configuration (330'X330')
   - land suitable for Essential Services facility from geotechnical perspective (good homogeneous soils, graded level and compacted to minimum 90% relative compaction)
   - site at least 5 feet above and out of influence from 100 year flood plain
   - minimum 300 foot frontage on secondary or main thoroughfare
   - parcel preferably at least 500' from signal controlled intersection at major thoroughfare
   - egress at frontage street required in both directions (cut out in median as required)
   - emergency traffic light to stop traffic for emergency vehicles exiting fire station (as required on case-by-case basis due to traffic counts)
   - egress preferred at crest of hill or level, not at bottom of vertical curve in the road
   - good sight distance for exiting of emergency vehicles
   - utilities readily available to site including water, sewer, stormwater, power, gas, phone, cable
   - water supply as required by Fire Prevention (approx 2,000 GPM at 20 PSI)
   - no radio communication interference
   - entitlements for use of parcel as a fire station
   - price of parcel based upon fair market value

AQMD Principles for Suncreek
21 Mar 2005

1. **Street Design:** Create specific street design standards that encourage bicycling and walking, especially for non-commute trips

   - Narrow lane widths on residential and collector streets to slow traffic
   - Specific traffic calming measures such as traffic circles and curb bulb-outs
   - Minimum 5 foot width for all sidewalks; vertical curbs or separated sidewalks
   - Enhanced intersection design for bike/ped crossing (esp. crosswalks and bicycle lanes)

2. **Transportation Services:** Create a stable funding mechanism for transportation services for residents and employees

   - Participate as a benefit zone in CSA-10
   - Initiate engineering study to determine necessary funding levels

3. **Internal Circulation:** Identify specific standards that eliminate barriers between adjacent uses

   - Implement design standards that encourage bicycle and pedestrian connections between land uses, especially schools, parks, and public spaces
   - Orient residences and other buildings to face parks and public spaces

4. **Energy Efficiency:** Reduce energy consumption in residential and commercial buildings

   - All residential units should achieve minimum 25% improvement over Title 24 standards.
   - All commercial buildings should achieve minimum 15% improvement over Title 24 standards.
   - Residential air conditioning systems should include ozone reducing catalyst

5. **Project design:** Avoid trip generation by creating projects with less reliance on vehicles

   - Encourage a variety of mixed uses within this specific plan area: residential, office, retail mixed use.

   - Seek compact development, efficient use of land.

AQMD 2 of 2

- Encourage mixed-use and connectivity to the planned land uses adjacent to this specific plan area.

1 of 1

Suncreek High School/Park

	CRPD		HS	
Baseball	1	Lighted	2	3 Plex
Girls Softball	2	(1 Lighted)	2	4 Plex
Soccer				
* Regulation	3			
* Reg. Synthetic	2	Lighted		
Baseball LL	4	(2 Lighted)		
? Adult Softball	4			

California Department of Education Minimum Site Criteria
Elk Grove Unified School District

SIZE/SHAPE

Minimum **net** usable acres:

Grade Level	Acreage Required*
K-6	11 - 12 net acres
7-8	20 - 22 net acres
9-12	50 - 55 net acres
Continuation	8 - 10 net acres

*A range is listed for the acreage required to provide some flexibility because every site is unique. There are varying constraints such as site shape, park adjacency, street adjacency and circulation patterns. We will evaluate each site on an individual basis during the tentative subdivision map stage. If a stadium is needed at a high school, the site would need to be at the larger end of the range.

Site should be basically level and rectangular in shape (recommended not more than 3 to 5 width to length ratio).

PROXIMITY TO AIRPORTS

Site should not be located within any aircraft accident exposure or airport safety areas. Site should not conflict with any ALUC, FAA, AICUZ, or California Division of Aeronautics policies or regulations. If the site is within two miles of an existing or potential airport runway or heliport, it must receive California Division of Aeronautics review.

PROXIMITY TO HIGH-VOLTAGE POWER TRANSMISSION LINES

Site should be located at least 100 feet from easements for existing or planned 50-133 kV power lines, 150 feet from easements for existing or planned 220-230 kV power lines, 350 feet from easements for existing or planned 500-550 kV power lines.

PRESENCE OF TOXIC AND HAZARDOUS SUBSTANCES OR OTHER HEALTH HAZARDS

Site should not be in close proximity to current or former dump or landfill areas, chemical plants, oil fields, refineries, fuel storage facilities, nuclear generating plants, abandoned farms and dairies, and agricultural areas where pesticides and fertilizer have been heavily used.

Site should not be located in areas of naturally occurring materials such as asbestos, oil, and gas.

Site should not be significantly affected by any nuisance factors such as odors associated with farms operations, landfills, or sewage treatment plants.

HAZARDOUS AIR EMISSIONS AND FACILITIES WITHIN ¼ MILE

Site should not be within 1/4 mile of any facility that might reasonably be anticipated to emit hazardous or acutely hazardous air emissions.

PROXIMITY TO RAILROAD TRACKS

Site shall be a sufficient distance from a railroad track easement, as ascertained by an analysis of the cargo, speed, grade, curves, and/or type of track (mainline or spur) to determine that it poses no personal injury or property damage risk on the school site in the event of a derailment or other disaster. A professional safety study must be done if a site is proposed within 1,500 feet of a railroad track easement.

PROXIMITY TO PRESSURIZED GAS, GASOLINE, OR SEWER PIPELINES

Site is not traversed by or immediately adjacent to one or more pipelines, situated underground or aboveground, which carry hazardous substances, acutely hazardous materials, or wastes, unless the pipeline is used only to supply natural gas to that school or neighborhood.

PROXIMITY TO HIGH-PRESSURE WATER PIPELINES, RESERVOIRS, OR WATER STORAGE TANKS

Site, whenever possible, should be not situated on or adjacent to water pipelines, reservoirs, or storage tank. When unavoidable, if a site is within 1,500 feet of an easement of this sort, district should obtain information regarding pipe size, type, depth, condition, volume, water pressure, and condition.

PROXIMITY TO PROPANE TANKS

Site, whenever possible, should not be located near propane tanks. If a propane tank is on or near a school site, a safety plan must be established with the assistance of several state agencies.

NOISE

Site should not be located near a freeway or other source of noise. Acoustical engineers should be hired if site is selected near a heavy noise source.

PROXIMITY TO ROADWAYS

Although not mandated by law, site should be located at least 2,500 feet from a highway where explosives might be carried and 1,500 feet where gasoline, diesel, propane, chlorine, oxygen pesticides, and other combustible or poisonous gases are transported.

It is also a requirement that the site not be adjacent to a road or freeway that any site-related traffic and sound level studies have determined will have safety problems or sound levels which adversely affect the educational program.

FLOODING

Site is not located within the 100 year flood plain as indicated on the most recent FEMA Flood Insurance Rate Maps or within flood areas as indicated on local flood maps.

LOCATION IN ATTENDANCE AREA

The site shall be located within the proposed school attendance area to encourage student walking and avoid extensive busing unless busing is used to promote ethnic diversity.

ENVIRONMENTAL CONSTRAINTS

Site, and adjacent lands affecting the use of the site, are free of any significant environmental constraints, including but not limited to protected habitats or species, watercourses, wetlands or vernal pools, potentially toxic and hazardous substances, and geologic, seismic, topographic, or soil restrictions. Application of agricultural chemicals on farmlands adjacent to the proposed school site may be considered a constraint.

PARKS AND OTHER PUBLIC SERVICES

If at all possible, a park should be planned fully adjacent to a school site. The school site per se should still be the minimum net usable acres as in the above chart. The adjacency should be on one side only. The park should have open fields adjacent to the school but no structures. A fence should extend along the street connecting the school and park to minimize safety concerns.

The site selection should promoted joint use of parks, libraries, museums and other public services.

The site shall be conveniently located for public services including but not limited to fire protection, police protection, public transit and trash disposal whenever feasible.

ACCESS/STREETS

Site is safely and easily accessible to residential neighborhoods by pedestrian, bus, and private automobile traffic on publicly maintained roadways or walkways. Sites adjacent to streets with relatively high traffic volumes are typically not considered acceptable unless other safe access is available for the neighborhood. A new elementary school is not acceptable along existing or proposed major streets. Street accessibility on only two adjacent sides of the school is preferred.

LAND USE PLANS/EASEMENTS

Site is adjacent to compatible existing uses, general plan designations and zones. Industrial and commercial uses are typically not considered compatible adjacent uses for elementary schools. Site is not on land under a Williamson Act Contract. In addition, the site should be designated on the general plan and community plan land use maps as a proposed and eventually as an existing school site.

Site should have a minimum of existing structures to be destroyed or removed and households to be relocated.

Easements on or adjacent to the site shall not restrict access or building placement.

UTILITIES

Site has or will have on a timely basis access to all utilities and services, including sewer, water, gas, electric, and drainage. Utility easements on the site should be avoided.

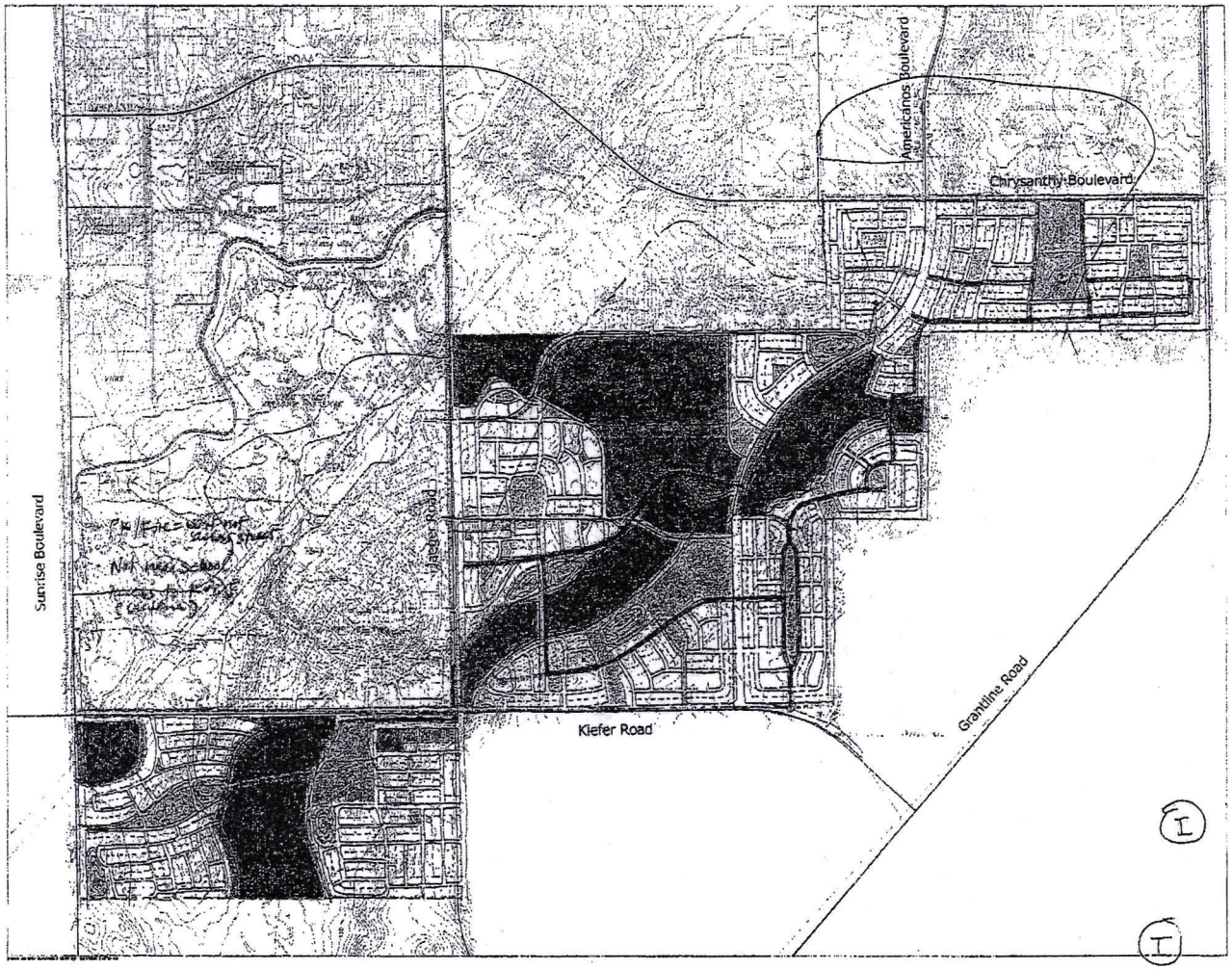
OTHER CRITERIA

In addition, the site must meet all California Department of Education site review requirements.

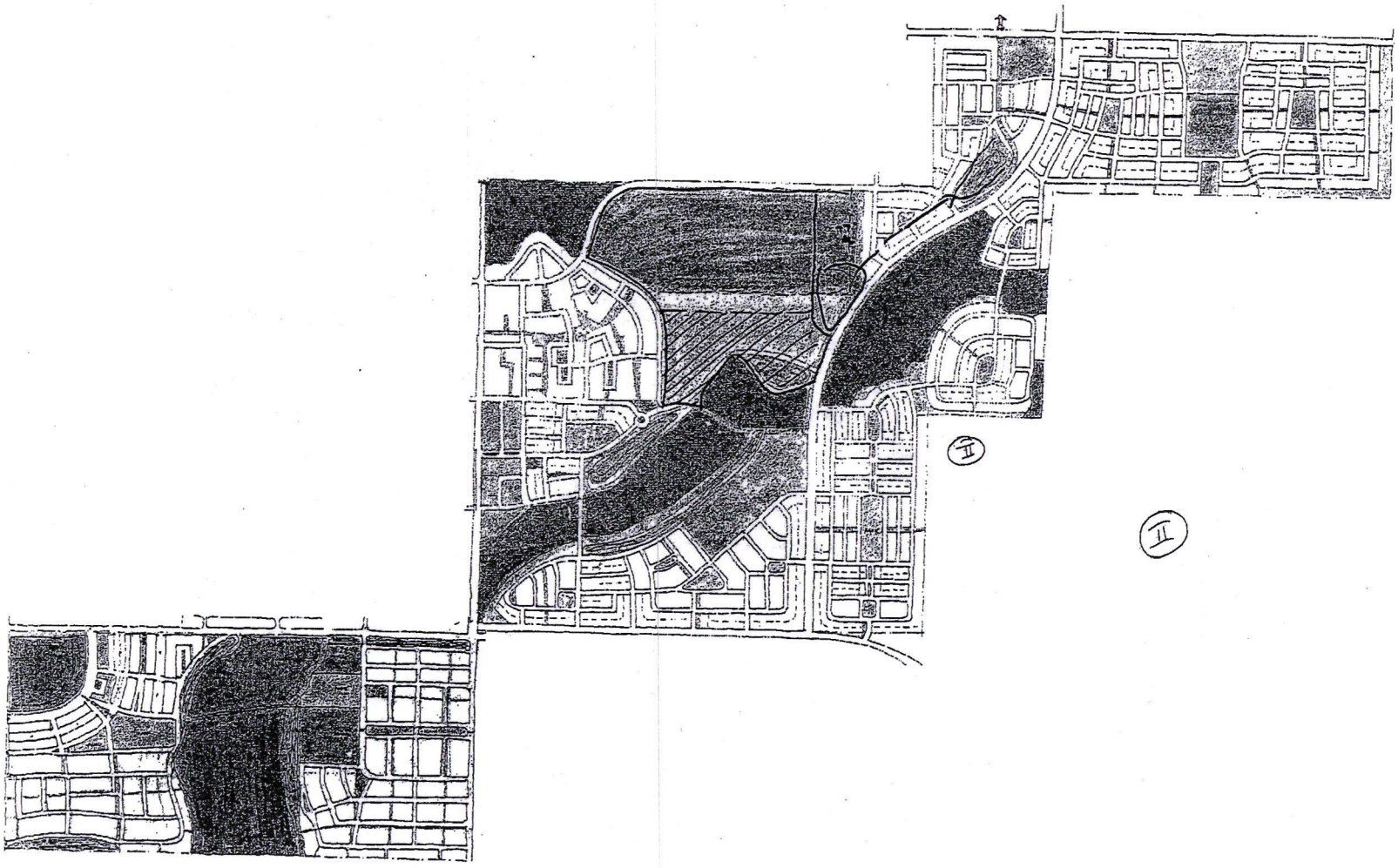
The District also requests that if the school site is located in or is proposed to be in a Community Facilities District (CFD), that the site be exempt from these taxes. If the CFD does not exempt public schools from taxes, the site should be zoned to allow the lowest tax rate possible for the site before the district acquires or utilizes the site.

APPENDIX D
PLAN MAPS

Land Use Plan I

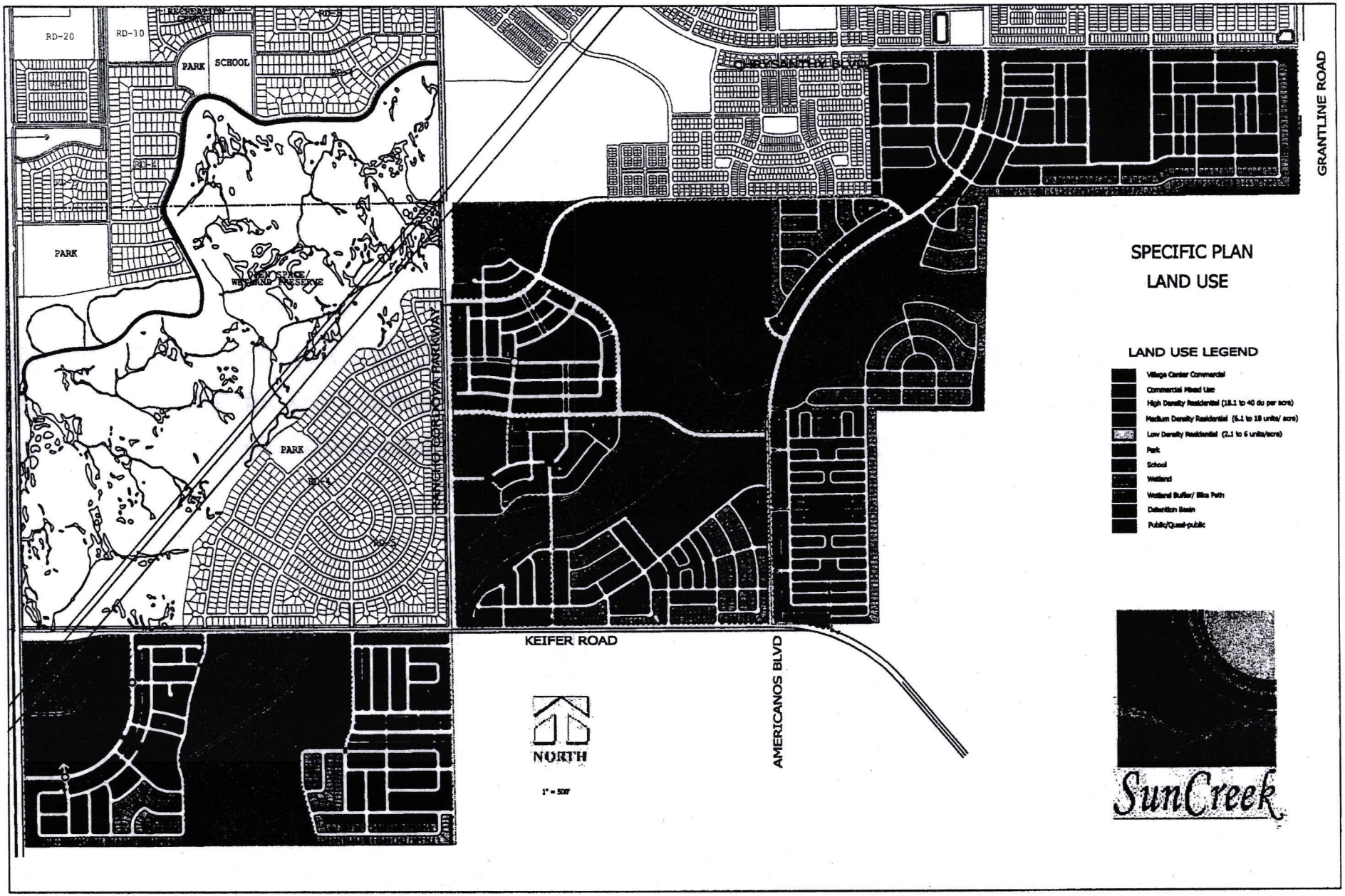


Land Use Plan II



Applicant's Lots and Building Types by Regulating Plan Category

Developer	Lot/Building Type	Regulating Plan Category				
		Center	General	Edge	CMU	Special
Sioukas	45 x 100					
	50 x 50					
	50 x 110					
	55 x 100					
	60 x 100					
	Multi-Family					
	Mixed Use					
Lennar	45 x 60					
	50 x 65					
	55 x 80					
	Mixed Use					
Investek	28 x 65					
	38 x 80					
	40 x 70					
	55 x 80					
	55 x 105					
	Mixed Use					
Kamilos	26 x 68					
	35 x 70					
	40 x 90					
	Multi-Family					
	Mixed Use					
Pardee	37 x 80					
	40 x 85					
	47 x 85					
	50 x 105					
	55 x 85					
	60 x 105					
	Multi-Family					
	Mixed Use					
	Commercial					



SunCreek 2 18 06.dgn 3/24/2006 7:37:02 AM

Attachment 3

SunCreek Specific Plan
Land Use Table
March 1, 2006

LAND USE	KAMILOS		JAEGER RANCH		SHALAKO		GRANTLINE 220		LENNAR			TOTALS		ALLOCATION PERCENTAGE	
Categories	AREA acres	Dwelling Units	AREA acres	Dwelling Units	AREA acres	Dwelling Units	AREA acres	Dwelling Units	AREA acres	Dwelling Units	Categories	AREA acres	Dwelling Units	Percent of Res Type	Percentage of Total Area
LOW DENSITY (2.1 to 6 du/ac)	0.00	0	38.30	221	36.00	202	125.44	730	70.60	452	LOW DENSITY (2.1 to 6 du/ac)	270.34	1,605	31.1%	21.6%
MEDIUM DENSITY RESIDENTIAL (6.1 to 18 du/ac)	45.50	231	53.40	564	90.20	687	26.70	266	71.90	625	MEDIUM DENSITY RESIDENTIAL	287.70	2,373	45.9%	23.0%
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	14.10	484	13.50	216	14.40	259	0.00	0	10.90	180	HIGH DENSITY RESIDENTIAL (18	52.90	1,139	22.0%	4.2%
CMU	0.00	0	9.92	50	7.10		4.80	0	0.00	0	CMU	21.82	50	1.0%	1.7%
VILLAGE CENTER	0.00		0.00		3.00		0.00		0.00		VILLAGE CENTER	3.00			0.2%
PUBLIC/QUASI_PUBLIC	0.00		2.50		2.90		2.00		0.00		PUBLIC/QUASI_PUBLIC	7.40			0.6%
NEIGHBORHOOD PARK	7.90		18.89		20.50		20.90		7.90		NEIGHBORHOOD PARK	76.09	0		6.1%
COMMUNITY PARK	14.80		0.00		0.00		0.00		25.40		COMMUNITY PARK	40.20	0		3.2%
PARKWAY, PASEOS AND TRAILS	3.00		6.00		9.20		7.00		7.12		PARKWAY, PASEOS AND TRAILS	32.32	0		2.6%
WETLAND BUFFER/BIKE PATH CORRIDOR	0.00		9.29		6.40		0.00		1.74		WETLAND BUFFER/BIKE PATH C	17.43	0		1.4%
DETENTION BASIN	0.00		5.23		9.30		5.60		1.35		DETENTION BASIN	21.48	0		1.7%
STORM WATER CANAL	0.00		0.00		3.30		6.40		0.00		STORM WATER CANAL	9.70	0		0.8%
WETLAND PRESERVE	22.60		51.97		82.80		0.00		65.10		WETLAND PRESERVE	222.47	0		17.7%
SCHOOL	35.00		10.89		10.80		11.00		46.50		SCHOOL	114.19	0		9.1%
MAJOR ROADS	17.10		15.11		24.10		10.60		9.49		MAJOR ROADS	76.40	0		6.1%
[illegible]													5,167		100.0%
[illegible]															
[illegible]															
[illegible]												8.38	Dwelling Units Per Gross Residential Acre		
[illegible]												13,524			

Wade Associates

Current as of March 1, 2006

Attachment 4

MEMORANDUM

DATE: April 3, 2006

TO: Mayor and Council Members

FROM: Paul Junker, Planning Director
Jim Carney, Senior Management Advisor

SUBJECT: Report to the City Council concerning the implementation of the City's housing plans and programs, including City Council direction on the proposed housing development projects considered in the "pipeline" pertaining to affordable housing requirements and the options for pursuing housing programs.

RECOMMENDATION

1. Provide direction on the process to finalize Housing Element and the prepare the City's Housing Plan
2. Provide direction on the application of affordable housing provisions to the proposed housing development projects in the "pipeline"
3. Consider next steps to implement the City's Housing Plan

BACKGROUND

On March 6, 2006, the City Council considered the unique housing needs existing within Rancho Cordova and approved the draft Housing Element for submittal to the Department of Housing and Community Development (HCD). The draft Housing Element provides a framework for a diverse program that will address the broad range of housing needs of the Rancho Cordova community.

This report and associated presentation will update the City Council on the past and present housing related efforts, consider options and issues associated with implementing a Rancho Cordova Housing Program, and define the "pipeline projects" that may be subject to the policies of the draft Housing Element.

In defining the next steps related to housing, it is important to acknowledge the difference between the Housing Element, and the City on going Housing Program. The Housing Element is a state-required general plan element that is subject to HCD review and certification. The Housing Program is the on-going effort of the City that is generally guided by the Housing Element. Many detailed guidelines for pursuing housing interests will be provided within the City's Housing Program.

HOUSING PROGRAMS CURRENTLY UNDERWAY

While the Housing Element has been the subject of much recent debate, the City has already begun implementing its Housing Program through a number of efforts, including:

- Establishing Rancho Cordova as an entitlement city and directly receiving CDBG funds
- Establishing the City's new Redevelopment Area that includes mandatory funding for affordable housing
- Improvement of homes and apartments through code enforcement, building inspection and law enforcement

As evidenced by these currently and pending efforts, the City is already engaged in the process of improving housing conditions within the community and ensuring that housing within the City meets the needs of the community.

DRAFT HOUSING ELEMENT – FRAMEWORK FOR A HOUSING PLAN

At a policy level, the Housing Element provides goals, policies and actions related to housing within the community, including enhancing existing homes in the City that are aging, creating a better balance of ownership vs. renter housing, and providing "executive housing" to better retain and attract Fortune 500 companies. Moreover, the Housing Element supports a variety of specific implementation programs that are generally embraced by the community, including:

1. Aggressively seek all private, public and foundation resources to implement the City's housing, such as working with housing developers to seek approval of Low Income Housing Tax Credits (LIHTC); California Housing Finance Agency loan funds; state housing bond funds, and all other forms of "gap" financing to help make affordable housing projects financially feasible.
2. Work in an entrepreneurial manner with for-profit and non-profit residential builders to facilitate and broker financing and construction of the full range of housing desired for all current and future residents and workers in the City.
3. Offer incentives to builders of affordable housing such as:
    a. Provide predictability in the development approval process
    b. Clearly define the development approval process
    c. Develop a Guideline Manual for Mixed-Income Development in the City that provides clear expectations for design and options for such projects
    d. Reduce the development approval and permitting process to the least time legally possible
    e. Provide Housing staff in future budget to expedite and serve as an ombudsperson for affordable housing developers
    f. Offer a Density Bonus program that meets new state law in a manner that supports the financial feasibility of affordable developments
    g. Potential for deferred and/or reduced fees for projects
4. Increase the fee for the Very Low Income Housing Trust Fund, called the "Linkage Fee" for non-residential, non-retail commercial, which supports construction of housing for very low income families and seniors
5. Persistently research and implement as appropriate the best practices in the industry – public and private worlds, to facilitate the implementation of the Housing Program.
6. Aggressively seek a solution to the funding issue concerning the County's Mather Redevelopment Project Area (RDA) whereby the LAFCO incorporation resolution (#1242) committed SHRA to allocate the 20% Low and Moderate Income Set-

Aside tax increment funds flowing from the Mather RDA, - an amount totaling over $5 million per year.

7. Work with local non-profit housing organizations such as the Rancho Cordova Community Economic Development Corporation to provide housing in the City.
8. Support the Fair Housing Commission to increase the fee on rental housing to provide better services to improve the quality of such units.
9. Enhance the quality of existing housing and neighborhoods by upgrading existing dilapidated apartment, four-plex and duplex housing through focused code enforcement and a rental housing inspection program.
10. Use redevelopment, CDBG, HOME and other public and private funds to rehabilitate such multi-family units and/or to convert appropriate units to senior housing or assisted living housing or handicapped accessible housing.
11. Address the housing needs for special needs groups, large families, and aging veterans, families in transition to better housing and life circumstances.

In brief, there are many policies and programs within the draft Housing Element that appear to have broad application within the City and are consistent with long standing goals and recently adopted Strategic Goals of the City Council.

HOUSING ELEMENT ADOPTION PROCESS

In approving the Draft Housing Element, the Council directed the Element be submitted to HCD for review, as required by law. It was submitted and the state's review process is underway. The City staff expects to receive Housing Element comments from state HCD staff in 30 to 60 days. Once all comments are resolved, the City Council will be presented with an adoptable Housing Element in June 2006. Within the provisions of the draft Housing Element, two topics have generated significant discussion sine the Council's March 6, 2006 action.

Requirement for Zoning Higher Density Land – Within the Housing Element, the Council approved a requirement that portions of projects larger than 100 acres be zoned at higher densities. This identification and zoning of sites at specific densities is required by state HCD as a prerequisite for state certification of the Housing Element. It is important to note that the 100 acre threshold does not relieve developers of smaller projects of all housing obligations. Rather, this provision limits the requirement to zone higher density sites to larger projects, thus avoiding having designation of very small sites that cannot be built at the required higher densities.

Mixed Income Housing Policy – As staff noted, on March 6, 2006, neither HCD nor state Housing law require the Housing Element to incorporate an "inclusionary" housing requirement. Based on an understanding of community needs and as an option to a traditional inclusionary housing program, the Council approved Policy H.1.1.3, which establishes the following requirement:

> "Create a broad range of options available throughout the City that will result in the production of housing available to all income levels and will result in the production of at least 10 percent of housing in new neighborhoods being affordable to moderate and lower income levels."

In approving a mixed-income program, Policy H.1.1.3, the Council established a commitment to providing housing at a range of price points throughout the City. Further, the mixed-income program of the Housing Element will both result in newly constructed affordable homes as well as provide resources to rehabilitate homes in the existing part of the City. Based on Council discussion and direction on March 6, 2006, implementation of Policy H.1.1.3 may include the following options:

- Units built on site
- Units built off-site
- Provision of land on-site
- Provision of land off-site
- Pay a fee into a Housing Trust Fund
- Rehabilitate units in the City equal

HOUSING PLAN IMPLEMENTATION

As described above, much debate has occurred on both the draft Housing Element and the broader goals of a Rancho Cordova Housing Plan. The draft Housing Element provides considerable guidance on the types of programs that will make up the City's Housing Plan. Noted above are 11 specific efforts the City is either pursuing now or could pursue immediately as part of a comprehensive Housing Plan.

It is fully expected that the City's Housing Plan will be developed in consultation with members of the community, developer representatives, and affordable housing builders. Key questions the Council should consider on the Housing Plan include:

Timing: What is the timeframe for completing the detailed Housing Plan? Given both the Council's workload and the issues at play within the City, resolution of the Housing Plan details prior to June 30, 2006 will be quite challenging.

Staffing: What staff resources or consultants should carry this work forward? Currently the City has no dedicated, in house staff available to focus on this task. Obvious options include hiring a City housing specialist, retaining on-going contract staff, and/or circulating an RFP for additional housing services, including implementation of the Housing Element.

Housing Task Force: What forum is appropriate for discussing the Housing Plan? The City may wish to establish a formal Task Force of experts and stakeholders to develop the Housing Plan. Specifically, the Council might direct a Task Force to focus on implementation of Policy H.1.1.3 or the Council might direct a broader and longer-term role of the Task Force in defining the City's overall Housing Plan.

Pipeline Projects: Whenever the City contemplates changes to policies and standards, the new requirements crate challenges for "pipeline projects" - that is the projects near final action by the City. By the time the City began its discussions on housing policies, various projects in the SunRidge Specific Plan were very close to final action.

Recommended Exempt Projects

The SunRidge Specific Plan was originally approved by Sacramento County prior to incorporation, but various projects have required modification or subsequent approvals. At this time the only project requiring a major entitlement (tentative map approval) is the Cresleigh Homes (Lot J) project. This 80 acres project is seeking to add an RD-10

component to place higher density housing adjacent to the neighborhood park/school site. If not for issues of Federal permits or water allocations from outside agencies this project would have previously received final action. Therefore, staff recommends this project be exempt from new housing relate policies.

exempt

Marginal Projects

The City is currently processing an application for "The Preserve," a 530 acre that proposes approximately 2,700 dwelling. The Preserve was the subject of a City design charrette in 2004 that has led to the current project application. The Draft EIR for The Preserve has been published and the Planning Commission has held various hearing on this project. While The Preserve, as proposed, does not include an affordable housing component, the project is consistent with requirements for high density zoned land. With 10 acres of RD 30 land, The Preserve exceeds the zoned land requirements of the draft Housing Element. Staff considers this a marginal decision in determining whether the draft Housing Elements policies should apply and requests direction from the City Council

Projects Subject to New Housing Policies

The Rio del Oro Specific Plan, the Suncreek Specific Plan, and the Westborough Specific Plan are all currently under consideration by the City. Of these projects, Rio del Oro has the longest history with the City and is closest to City action. These pending specific plans represent approximately 22,000 dwelling units, of which approximately 11,600 are located within Rio del Oro. Due to the magnitude of these projects, staff recommends that the policies of the draft Housing Element should apply.

Rio del Oro is 6 months from DEIR release

CONCLUSION

Staff is seeking concurrence from the City Council that the work of the draft Housing Element is nearly completed. Specifically, staff requests the Council determine whether the draft Housing Element provides the needed framework that will allow the City to prepare and implement a Housing Plan tailored to the unique needs of Rancho Cordova.

Implementation of the City's Housing Plan will require both further community dialogue and Council input to define Plan details, as well as a long term commitment by the City to focus all of the available resources to meet the housing needs of the community. In this context, the mixed income provisions of Policy H.1.1.3 are an important tool, but only one of many tools the City will utilize to address this important community need.

Next steps for implementing the City's Housing Plan clarifying the defining implementation of Policy H.1.1.3, defining which "pipeline" projects will be subject to the policies of the draft Housing Element, and defining roles of staff and a possible Housing Task Force on the implementation of the Housing Plan.

- work session 1st before deciding on format for community input.

Attachment(s): Housing Production Table- Approved and Pending

Attachement A

Housing Production Table- Approved and Pending

Projects - Approved	SF	Apartments	Condo	Affordable	Market Rate
Ashgrove Apartments		208			*
Ellenwood Apartments		28			*
Cordova City Center		207			*
Stonecreek Condominiums			288		*
Terra Loma Condominiums			11		*
Sommerset Condominiums			34		*
Sunridge Park	801				*
North Douglas I	680				*
Anatolia III (Villages 17-24)	879				*
Ellenwood Court Unit No. 2	60				*
Douglas Road 98	442				*
Alexander Collection at Stonecreek	196				*
Grantline 208	855				*
Arista del Sol	909				*
Montelena	869				*
Douglas Road 103	301				*
Trinity Estates	20				*
Capital Village **Total**	**6012**	**443**	**333**		

Projects - Pending Approval	SF	Apart	Condo	Affordable	Market Rate
Gold Crossing Townhomes			80		*
Anatolia IV	134				*
Sunridge Lot J	342				*
The Preserve	2415	288		*	*
North Douglas II	161				*
Total	**3052**	**288**	**80**		

4/17
4/17

Not included in the above table are the Rio del Oro, Suncreek and Westborough Specific Plans. These pending projects are still under revision, but will total approximately 22,000 dwellings.

detached SF
attached SF
duplex/half plex
condo
Apt/MF